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Condominium

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Declaration of Condominium for
Summerbreeze, a Condominium

MADE this 9 day of Nov., 2004, by CM Summerbreeze Investment Property, LLC, a Florida Limited Liability Company, hereinafter called the "Developer", the owner in fee simple title to the land described herein and by which the Developer makes the following declaration:

I. Submission to condominium ownership.

Developer hereby submits to the condominium form of ownership and use of the land described in Article III hereof, the improvements now and thereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property") pursuant to Chapter 718 of the Florida Statutes as amended to the date hereof (the "Condominium Act"). Except as terms are expressly defined herein, the terms used herein shall have the meaning given them in the Condominium Act.

II. Name and address.

The name by which this Condominium is to be identified by is Summerbreeze, a Condominium, sometimes herein called the "Condominium". This Condominium is located in Broward County, at 9997-9999 Summerbreeze Drive, Sunrise, Florida 33322.

III. The land.

The land submitted to the condominium (the "Land") is situated in Broward County, Florida and it is described in Exhibit "1" annexed hereto as a part hereof.

IV. Description of condominium property.

The condominium property consists of a total of two hundred forty (240) units. The buildings are described in Exhibit "2" to the Declaration of Condominium. In addition to the residential buildings, the Condominium Property also includes improvements such as parking area, walks, hallways, staircases, landscaping and all other underground structures and improvements which are not a part of or located within the residential buildings such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

The identification of the residential units shall be identified by the unit number, so that no unit bears the same designation as any other unit. Exhibits "1" and "2" of this Declaration of Condominium contains a survey of the Land showing the location of the buildings, a graphic description of the buildings contents, the units and the elevations of the buildings, the common elements and the limited common elements in sufficient detail to reflect their respective locations and dimensions prepared and certified by a registered land surveyor in the manner required by the Condominium Act.

V. Definitions of Units, Common Elements, Limited Common Elements, Board and Division.

A. Units: The term "Units" as used herein, shall mean a part of the Condominium property subject to the exclusive ownership. The units are further described as Two Hundred Forty (240) separate dwellings in the Condominium which are located and individually described in

Exhibit "2" thereto. Each unit shall include the enclosed apartment living areas depicted on Exhibit "2". The horizontal boundaries thereof shall be the vertical plane, or planes, formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior floor surface of the unit and the upper vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the unit. Provided however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a unit which service more than one unit shall be part of the common elements. Doors, glass, and air-conditioning compressors shall be part of the unit.

B. Common Elements: The term "Common Elements" as used herein, shall mean the portions of the condominium property not included in the units and shall include without limitations: (1) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and common elements; (2) An easement of support in every portion of a unit which contributes to the support of a building; (3) The property and installation required for the furnishing of utilities and other services to more than one unit or to the common elements; and (5) Fixtures owned or held for the common use, benefit and enjoyment of all owners of units in this Condominium.

The common elements shall also mean the portions of the condominium property depicted in Exhibit "2" to the Declaration of Condominium which includes but is not limited to: (1) walk ways, hallways and staircases; (2) pool (3) parking areas; (4) green areas; (5) Club House; (6) Lakes; (7) Racquetball Court; (8) Basketball Court; (9) Tennis Court and (10) other any other items as described in Exhibit "2" attached to the Declaration or as shown on the Condominium Plat.

C. Limited Common Elements: The term "Limited Common Elements" as used herein, shall mean those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as depicted in the Floor Plans, Elevations and Survey of this Condominium included in Exhibit "1 and 2" to Declaration which include but is not limited to: (a) any portion(s) of the Common element, including but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular unit; (b) the mailbox assigned to a particular unit; (c) the structure or area outside of a unit upon which air conditioning unit is located (but the air conditioning compressor contained within the limited common elements serving the unit and providing service to the unit shall be owned by the unit owner and shall be considered part of the unit and not a limited common element) (d) light and electrical fixtures outside the unit or attached to the exterior walls of a the unit and which solely serve such unit; and (e) any other items as described in the Declaration or as shown on the Condominium Plat.

For as long as the Developer is offering units for sale in the ordinary course of business, the Developer reserves the exclusive right to assign to any Unit the exclusive use, of one or more parking spaces. At such time that the Developer no longer has the right to assign any parking spaces, the remaining parking spaces may be assigned by the association. The Developer shall be entitled to keep any fee it charges a Unit Owner for the exclusive use of a parking space(s) assigned to his unit pursuant to this subsection. Each Parking space shall be a Limited Common Element only upon it being assigned as such to a particular Unit. The assignment of parking spaces shall not be recorded in the Public Records of the County, but rather shall be made by way of instrument placed in the official records of the Association. A unit Owner may assign the limited common elements parking spaces appurtenant to his unit to another unit by written instrument delivered to (and to be held by) the Association. However, no unit may be left without one unassigned parking space. Further, a limited common element parking space may be relocated at any time, and from time to time by the Board to comply with Federal, state and local laws and regulations regarding or affecting handicap accessibility.

D. "Board of Administration or "Board" means the board of directors which is responsible for administration of the association.

E. "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

F. "Electronic transmission" means any form of communications, nor directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited, to telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers.

G. "Notice of Electronic Transmission" shall be deemed given, (1) when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the person has consented to receive notice, (2) When actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the person has consented to receive notice; (3) When posted on an electronic network that the person has consented to consult, upon the later of:

- (a) Such correct posting; or
- (b) The giving of a separate notice to the person of the fact of such specific posting or; or
- (c) When correctly transmitted to the person if by any other form of electronic transmission consented to by the person to whom notice is given.
- (a) Consent by a person to receive notice by electronic transmission shall be revocable by the person by written notice. Any such consent shall be deemed revoked if:

(1) The person is unable to deliver by electronic transmission two consecutive notices given by the sending person in accordance with the consent and;

(2) Such inability becomes known to the person sending the notice responsible for the giving of notice. However, the inadvertently failure to treat such inability as revocation does not invalidate any meeting or other action.

H. "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (c) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (d) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in house and/or interactive communications and surveillance systems; (e) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (f) all expense of installation, repair, and maintenance of hurricane shutters by the board (provided, however, that a Unit Owner who has already installed hurricane shutters (or other acceptable hurricane protection) shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement, or operation of same; (g) any lease payments required under leases for mechanical equipment, including without limitation, leases for recycling equipment, if same is leased by the Association rather than being owned by it; (h) all expense of installation of hurricane shutters by the Board for those portions of the Building requiring shutters in accordance with the applicable building codes in effect at the time that the permits for the Building were obtained; (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as herein after defined); and (j) any unpaid share of Common

Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure.

I. "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, an agency of the United States of Government, mortgage banker, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation or any other lender generally recognized as a institutional First Mortgagee.

VI. Appurtenances to Units.

There shall be appurtenant and pass with title to each condominium unit the right, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the Common Surplus based on an equal fractional basis. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each unit is that proportion of the totals set forth and made a part hereof as Exhibit "3"; and;

B. The exclusive right to use such portion of the common elements and limited common elements designated and/or reserved herein and/or granted elsewhere or assigned by the Association including the right to transfer such right to other units or unit owners and

C. An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time (as shown in Exhibit "2" hereto) and as it may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically,

D. Membership in, Summerbreeze Condominium Association Inc., with the full voting rights appertaining thereto.

E. Irrevocable, perpetual, non-exclusive easements, to be used and enjoyed in common with the owners of all units in the Condominium for use of those Common Elements not designated elsewhere herein, including without limitation, easements for:

1. The furnishing and maintenance of public utility services to all parties of the real property of the condominium over, across, upon, in and through the land, buildings and other improvements, as the fixtures and equipment therefore now exists and/or may be modified or relocated; and

2. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions, of any of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and

3. Recreational purposes, pedestrian access, over, across, upon, in and through to drives, entries, gates, walks, grounds and other portions, if any of Summerbreeze, a Condominium, and

4. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions in the paved surfaces, green and open areas in the properties known as Summerbreeze, a Condominium.

F. An exclusive easement for the unintentional and non-negligent encroachment by any unit upon any other unit or Common Elements or vice-versa for any reason not caused by or resulting from the willful or negligent act of Developer or any owner or owners including without limitation, encroachments, caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments as easements appurtenant to the encroaching unit or other improvement, to the extent of such

encroachment; and

G. An exclusive easement for the use of the area of land and air space occupied by air conditioning compressors, and the equipment and fixtures appurtenant thereto, situated in and/or common elements of the condominium but exclusively servicing and individually owned by the owner of a unit, as the same exist in and on each building and/or unit, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

A unit owner is entitled to the exclusive possession of his or her unit, subject to the provisions of s. 718.111(5). He or she is entitled to use the common elements in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners.

When a unit is leased, a tenant shall have all use right in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owners as a landlord pursuant to chapter 83.

VII. Common Expenses and Common Surplus.

The term "Common Expenses" as used herein shall mean all the expenses properly incurred by the association in the performances of its duties, including expenses specified in s. 718.115. The term "Common Surplus" as used herein shall mean the amount of all receipts or revenues including assessments, rents or profits collected by a condominium association which exceeds the common expenses.

VIII. Voting rights of Unit Owners.

Each unit owner shall be a member of the Association. Each unit shall be entitled to one vote to be cast by its owners in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

IX. Name of the Association.

The entity responsible for the operation of the condominium shall be Summerbreeze Condominium Association Inc., a Florida Corporation not for profit ("The Association"), a copy of the certificate of incorporation is annexed hereto and made part hereof as Exhibit "4".

X. Bylaws of the Association.

A copy of the Bylaws of the Association is annexed hereto and made a part hereof as Exhibit "5". The operation of the association is explained in the Bylaws. The Board of Administration shall be comprised of three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such event occurs, the Board of Administration shall be comprised of five persons.

XI. Amendment of Declaration.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice: Notice of the of any proposed amendment to this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and the words to be deleted shall be lined through with hyphens.

B. Proposal: Amendments to this Declaration may be proposed by the Board of Administration of the Association by resolution adopted by a majority vote of the members present at any regular or special meeting of the Board at which a quorum is present, or by owners of a majority of the units, by vote of such owners as members of the Association at a special or regular meeting of the member.

C. Adoption: Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association or in the absence of the President, to a Vice-President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, however, that a proposed amendment may be considered and voted upon at any annual meeting of the member of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association. Notwithstanding the foregoing provisions, for adoption of amendments to this Declaration or any other provisions for amendments in the Condominium Act, no amendment may:

1. Change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportions or percentages by which the unit owners share the common expenses of the condominium and owns the common surplus of the condominium, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units approve the amendment;

2. Adversely affect the rights or interest of the mortgagees or as otherwise required by the Federal National Mortgage Association, FHA appendix 4265.1 or the Federal Home Loan Mortgage Corporation. Consent by the mortgagee shall not be unreasonably be withheld.

D. The amendment must have the approval of an affirmative vote of 66 2/3 of the condominium units at the association meeting called for such purpose as above set forth.

E. Effective Date and Recording Evidence of Amendment: An amendment to the declaration shall become effective when properly recorded in the public records of Broward County, Florida. An amendment, other than an amendment made by a developer pursuant to Florida Statute 718.110 shall also be evidenced by a certificate of the association which shall include the recording date identifying the declaration and shall be executed in the form required by the execution of a deed.

F. So long as the Developer retains the right to control the Association and hold units for sale, the Developer reserves the right to make whatever changes it may deem necessary in the Condominium Declaration provided that the Developer may not amend the Declaration for the purpose of creating time share estates. So long as the Developer retains the right to control the Association the amendment reflecting such change need only be executed by the Developer provided however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportions or percentages by which the unit owners share the common expenses of the condominium and owns the common surplus of the condominium, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units approve the amendment.

G. An amendment, other than amendments made by the developer pursuant to ss. 718.104, 718.403, and 718.504(6), (7), and (9) without a vote of the unit owners and any rights the developer may have in the declaration to amend without consent of the unit owners which shall be limited to matters other than those under subsections 718.110(4) and 718.110(8), shall be evidenced by a certificate of the association which shall include the recording data identifying the declaration and shall be executed in the form required for the execution of a deed. An amendment by the

developer must be evidenced in writing, but a certificate of the association is not required. This developer will not create a timeshare condominium and does not reserve specific rights in the declaration to amend the declaration without the consent of the unit owners.

H. Developer reserves the right to record an amendment to this Declaration at any time and from time to time, (a) to comply with requirements of the FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities; (b) to induce any of such agencies to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (c) to bring this Declaration into compliance with any applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate upon turnover to the Unit Owners.

XII. Maintenance, Repairs and Replacements

Responsibility for maintenance, repairs and replacements of condominium property and property of unit owners located or situated within the condominium shall be as follows:

A. Units: Each unit, and the fixtures, equipment, such as air conditioning equipment, plumbing, heating and electrical wiring and appliances comprising a part thereof, located therein or inside the unit shall be maintained, kept in good repair and replaced by and at the expense of the owner thereof. Exterior doors, windows and air conditioner compressors shall be maintained and replaced at the expense of the unit owner whose unit is serviced by such items. All maintenance, repairs and/or replacement for which unit owners are responsible and obligated to perform, which, if not performed or omitted would affect other units or common elements, shall be performed promptly as the need arises. Notwithstanding the obligation of the unit owner for maintenance, repair and replacement, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within units shall be applied against repairs and replacement to the extent that such awards or payments exceed the deductible provisions of such insurance.

B. Common Elements: The Association shall be responsible for, and shall assess against and collect from the owners of all units in the Condominium, as common expense, the cost of maintaining, repairing and replacing and keeping in clean and orderly condition, all of the common elements. The Association shall, at the expense of the owners of all units in the Condominium, repair all incidental damage to units resulting from maintenance, repair and/or replacement of or to common elements. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit Owner, his family, guests, servants and invitees, he shall be responsible therefor, and Association shall have the right to levy a charge against the Owners of said Units.

C. Limited Common Elements: All maintenance, repairs, replacements and reconstruction of in or to any limited common element, whether structural or nonstructural ordinary or extraordinary shall be performed by the owner or such unit at such unit owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Each unit owner shall be responsible for replacing the necessary light bulbs for the foregoing light fixtures with the same color and bulb coverage. Each unit owner shall be responsible for the air-conditioning compressor within the Common Elements serving and providing service to such Unit Owner's unit.

XIII. Insurance.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. **Duty and Authority to Obtain:** The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the unit owners and their mortgagees, provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgage of each unit.

B. **Required Coverage:** The Association shall purchase and carry insurance coverage as follows:

1. **Casualty Insurance:** Casualty insurance covering all of the buildings and other improvements of the condominium including without limitation units and common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Administration of the Association; such insurance to afford protection against:

a. Loss of damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and

b. Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to the buildings and other improvements similar in construction, location and use to the buildings and other improvements of the condominium including without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and

c. Public liability insurance, in such amounts with such coverage and in such forms as shall be required by the Board of Administration of the Association to protect the Association and the owners or all units, including without limitation, hired automobiles, non-owned automobiles, comprehensive automobile, off-premises employee coverage, host liquor liability, employer liability, contractual and all written contract liability, water damage and legal liability, with cross-liability endorsements to cover liability of all unit owners as a group to each unit owner, bodily injury, including death of persons and or property damage arising out of a single occurrence, such coverage shall be for at least \$1,000,000.00; and

d. Workmen's compensation and employer's liability insurance to meet the requirements of the law; and

e. Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on units.

f. Errors and omissions in favor of all officers and members of the Board of Administration.

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

h. **Notice** - The insurance policy above described shall include at least 10 days prior written cancellation and/or modification notice to the owners association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

2. Every hazard insurance policy issued or renewed after January 1, 2004 shall provide primary coverage for:
 - (a) All portions of the Condominium property located outside the unit;
 - (b) The Condominium property located inside the units as such property was initially installed, or replacements thereof, of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time of the unit was initially conveyed; and
 - (c) All portions of the Condominium property for which the declaration requires coverage;

Anything to the contrary notwithstanding the terms "Condominium property," "Building," "improvements," "insurable improvements," "common elements," "association property" or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floor, walls, and ceiling coverings, electrical fixtures, appliances, air conditioners or heating equipment, water heaters, water filters, built in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar windows treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioners compressors that service only an individual unit, whether or not located within the unit boundary, the foregoing is intended to establish the property or casualty insuring responsibility of the association and those of the individual unit owners and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit.

3. Every hazard insurance policy issued or renewed on or after January 1, 2004, to an individual unit owner shall provide the coverage afforded by such policy in excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall without the rights of subrogation against the condominium association that operates the condominium in which such unit owner's unit is located. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage to be provided by the association as set forth in paragraph (2) shall be insured by the individual unit owner.

C. **Optional Coverage:** The Association may purchase and carry such other insurance coverage other than title insurance as the Board of Administration in its sole discretion may determine from time to time to be in the best interest of the Association and the unit owners or as institutional lenders may reasonably require while it holds a mortgage encumbering any unit.

D. **Premiums:** Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provision of this Article, shall be assessed against and collected from unit owners as common expenses.

E. **Assured:** All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of units and their mortgagees as their interest may appear, and shall be provided that all proceeds covering casualty, losses shall be paid to the Insurance Trustee as herein identified, or their successors and the proceeds from insurance against any casualty loss shall be held for the use of the Association, the unit owners and their respective mortgagees, as their interest may appear to be applied or distributed in the manner herein provided. The Association is hereby constituted an appointed agent for all unit owners with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the

been established or is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against and collect said sum from the unit owners as a common expense.

2. Units: The proceeds paid to the Insurance Trustee for a loss or damage to a building, constituting common elements and one or more units thereof, shall be first applied to the repair, replacement or reconstruction of common elements, then to the repair, replacement or reconstruction of any unit or units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements and units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed units and their respective mortgagees as their interest may appear in shares or proportions equal to the undivided interest appurtenant to each such unit in the common elements. If the insurance proceeds are insufficient to pay for the necessary repair, replacement or reconstruction of the damaged or destroyed property, the Association shall levy a special assessment against all owners in portion to the owner's share in the common elements for that portion of the deficiency as is attributable to the cost of the restoration of the common elements and a special charge against individual owner's for that portion of the deficiency related to damages to individual units; provided, however, that if, in the opinion of the association, it is impossible to determine accurately and adequately the portion of the deficiency relating to damages to individual units, the association shall levy the special assessment for the total deficiency against each of the owner's as a common expense, according to the percentages set forth in the schedule of undivided interest in the common elements appurtenant to each unit which is Exhibit "3" of this Declaration. The determination of the Board as to that portion of the deficiency to be charged against individual owner's and as to which individual owner's are liable therefore shall be conclusive and binding.

I. Deposits to Insurance Trustee After Damage: Within sixty (60) days after a loss or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or reconstructing the same including the cost of professional fees and any construction bond which the Board of Administration may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

XIV. Reconstruction or Repair after casualty.

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced, shall be determined as follows:

A. Residential Building: If the residential building is damaged or destroyed, the repair or reconstruction thereof or termination of the condominium shall be in accordance with the followings:

1. Total Destruction of the Building: If the residential building is totally destroyed or is so damaged that no unit therein is habitable, none of the building and none of the improvements comprising common elements shall be reconstructed and the condominium shall be terminated unless the owners of units to which seventy five percent (75%) of the common elements are appurtenant agree in writing within sixty (60) days after the date of such destruction to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed or unless a policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

2. Damage to and Destruction of some the Building: If some, but not all, of the residential building is damaged and/or destroyed and one or more of the units in the building remains habitable, the damaged or destroyed common elements and/or units shall be repaired

or reconstructed so that each building and/or units shall be restored to substantially the same condition as existed prior to such damage or destruction unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the condominium shall be terminated.

B. Common Elements: Damaged or destroyed improvements constituting part of the common elements shall be repaired, reconstructed and/or replaced unless in the event of total destruction of the units or by agreement after partial destruction, the condominium shall be terminated.

C. Certificate: The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications: Repairs or reconstruction of Condominium Property shall be substantially completed in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, however, that the Board of Administration of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility: If the damage or destruction shall be limited only to one or more units for which the responsibility of maintenance and repair is that of the affected unit owners, then such unit owners shall be responsible for carrying out the repairs or reconstruction thereof. In all other instances of damages or reconstruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds: All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from unit owners, shall be disbursed toward payment of such costs in the following manner:

1. Association: If the total funds assessed against and collected from unit owners by the Association for payment of repair and reconstruction is more than Fifteen Thousand Dollars (\$15,000.00) then all such sum shall be deposited by the Association and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the cost or reconstruction and repair.

2. Insurance Trustee: The proceeds of insurance collected on account of a casualty and the sum assessed against and collected from unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the cost of repair and reconstruction in the following manner:

a. Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more but less, than all unit owners shall be paid by the Insurance Trustee to the affected unit owners and if any of such units are mortgaged, to the affected and their mortgagees jointly.

b. Association-Lesser Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand Dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however that upon request to the 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 hereinafter provided for the reconstruction and repair of a major damage.

c. Association-Major Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand Dollars (\$15,000.00) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of

the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

d. Surplus: It shall be presumed that the first monies disbursed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate: Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursement from the construction funds are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor, to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessment paid by owners. Instead the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the sums to be paid are due and property payable and stating the names of the payees 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.

XV. Use Restrictions.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all owners of units in this Condominium.

A. Use Restrictions: These use restrictions will be enforced as follows:

1. Violations should be reported to the Board of Administration, in writing.
2. Violations will be called to attention of the violating unit owner by the Board of Administration.
3. Disagreements concerning violations will be presented to, and be judged by, the Board of Administration, which will take appropriate action.
4. Unit owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.

B. Facilities: The facilities of the Condominium are for the exclusive use of unit owners, their family members, guests, invitees, employees and lessees. Any damage to the building, or to the common elements or equipment caused by any unit owner, their family members, guests, employees and lessees, shall be repaired at the expense of the responsible unit owner.

C. Noise.

1. Unit owners must obtain written approval from the Association prior to installing any flooring material (including but not necessarily limited to any ceramic tile, marble, wood, etc.). To insure that the Sound Control Underlayment System being used will provide adequate sound-proofing written approval must be obtained from the Association. Installation of the Sound Control Underlayment System shall include perimeter isolation material which will insure that impact noises are not transmitted into a space below either directly through the floor or by flanking through the surrounding walls.

2. In order to ensure your own comfort and that of your neighbors, radios, stereos and television sets should be turned down to a minimum volume at all times so that any sounds emanating therefrom shall not be heard outside of your unit. All other unnecessary noises such as the playing of pianos and other musical instruments, bidding good night to departing guests and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.

3. Carpentry, carpet-laying, picture-hanging, or any trade (or do-it yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. No such work shall be done on, Sundays. No exceptions will be allowed.

D. Pets

1. With the exception of fish, a unit owner may keep a maximum of two (2) pets. The dog(s) may not weigh more than 25 pounds. Pet shall be defined as a dog, cat, bird or fishes.

2. All dogs and cats must be leashed at all times when outside the residential unit. No reptiles or wildlife shall be kept in or on the Condominium Property (including units). Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine unit owners (as may be provided in these applicable rules and regulations of the Declaration) and/or to require any pet to be permanently removed from the Condominium Property. Unit owners must immediately collect and clean any feces from pets upon the complex property.

3. The unit owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other unit owners by barking or otherwise, the unit owner thereof must cause the problem to be corrected. If it is not corrected, the unit owner, upon written notice by the Association, will be required to remove the animal.

4. Fishes shall be permitted, subject to rules and regulations to be adopted by the Board of Administration from time to time.

5. The ability to keep a pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residence of the Condominium or in any way causes any damage to the property

6. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, kept or bred on the Condominium property..

E. Obstructions: The parking areas, all sidewalks, walkways, entrances, driveways, passages, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisements

F. Children: Children are not to play in the elevators, in the lobby, in the public halls, in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

G. Destruction of Property: Neither unit owners, their family, guests, invitees, employees, nor lessees shall mark, mar, damage, destroy, deface or engrave any part of the condominium property. Unit owners shall be financially responsible for any such damage.

H. Exterior Appearances: To maintain a uniform and pleasing appearance of the exterior of the condominium building, no awnings, screens, glass enclosures, or projections shall be attached to the outside walls other than items originally installed by the Developer. This includes any type of screen or umbrella. No exterior lighting shall be permitted on the walls. No television, microwave or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the condominium, except for installations constructed therein by the Developer and/or

by agents of the Developer.

I. Signs: No signs of any kind (other than a notice to be placed on the bulletin board after notification to the manager and/or by the Developer and/or by agents engaged by the Developer) may be installed on the premises.

J. Cleanliness: Unit owners shall not allow anything to be thrown, or to fall from the units. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors of the units. All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes at such times and in such manner as the Association shall direct.

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

L. Windows, Balconies and Terraces: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from a window. Unit owners shall not throw cigars, cigarettes or any other object from doors or windows. A unit owner may display one portable, removal, United States, flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ by 6 feet, that represent the United States, Army, Navy, Air Force, Marine Corps or Coast Guard.

M. Door Locks: Unit owners must abide by right of entry into units in emergencies. In case of any emergency originating in, or threatening, any unit, regardless of whether the unit owner is present at the time of such emergencies, the Board of Administration of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

N. Storage Areas: Nothing shall be placed in the storage areas (if any) which would create a fire hazard.

O. Plumbing: Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of the same shall be borne by the unit owner causing the damage.

P. Responsibilities for Deliveries and Moving: Unit owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. Moving and deliveries shall only be allowed between the hours of 8:00 a.m. and 5:00 p.m. daily. Moving and deliveries shall not be permitted at all on Saturdays or Sundays. All moves must be scheduled by the building manager.

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

R. Roof: Unit owners (other than the Developer and/or agents of the Developer and/or entities designated by the Developer) their families, guest, invitees, employees and lessees, are not permitted on the roof for any purpose.

S. Solicitation: There shall be no solicitation by any person anywhere upon the condominium property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Administration.

T. Hurricane Preparation: Each unit owner who plans to be absent from his or her unit during the hurricane season must prepare his unit prior to departure by:

1. Removing all furniture and plants from his or her balcony
2. Designating a responsible firm or individual to care for his or her unit during their absence in the event that the unit should suffer hurricane damage. Each unit owner shall furnish the manager with the name of such firm or individual.

Unit owners shall not install hurricane or storm shutters without the prior approval of the Board of Administration. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Administration shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof. The installation replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

U. Window Coverings: Door and window coverings visible from the exterior of the unit other than those that have white, off-white or black-out type liners shall be subject to approval of the Board of Administration.

V. Odors: No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to another unit owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

W. Cooking Devices: No fires, cooking devices or other devices which emit smoke or dust shall be allowed on the back yard of any units.

X. Weight Limitations: No unit owner shall cause any weight on any portion of his or her unit which shall interfere with the structural integrity of the building.

Y. Fire Doors: Unit owners, lessees and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

Z. Waterbeds: No waterbeds are to be brought into the units for any purpose unless approved by the Association.

AA. Pest Control: All unit owners and lessees shall be responsible to perform pest control services within their unit.

BB. Motor Vehicles: No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain parked within the Condominium property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles.

Each parking space may be used only by the unit owner or the lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in any parking space other than the parking unit assigned to such unit owners. All vehicles shall be parked within the painted lines and pulled close to the bumper. As a security measure, all automobile doors should be locked.

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal, where designated by the Association

on the vehicle, while within the Condominium property.

Trucks, vans campers, recreational vehicles, boats, jet skies, trailers, motorcycles may not be parked on the Condominium property without prior approval of the Association.

CC. Use and Occupancy: Under no circumstances may more than (1) family shall reside in a unit at one time. "Families" shall mean either a group of natural people related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in a unit. No more than four person shall occupy on a one bedroom unit and no more than six persons shall occupy in a two bedroom units.

DD. Nuisance: A unit owner shall not permit anything to be done or kept in his unit which will increase the insurance rates on the unit, the Common Elements, or any portions of Summerbreeze, a Condominium or obstruct or interfere with the rights of other unit owners or the Association. A unit owner shall not commit or permit any nuisance, immoral or an illegal act in his unit or the Common Elements or any portion of Summerbreeze, a Condominium.

EE. Compliance with Board of Administration: All unit owners and lessees shall cooperate fully with the Board of Administration in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

FF. Lease Restrictions: Approval of Leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lease(s) to abide by all the covenants of the Condominium documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's cost and expenses, including attorney's fees, at all trials and appellate levels. If such cost and fee are not immediately paid by the lessee(s) the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as Owner's Agent authorized to bring action in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is seven months.

The Tenant of each Unit shall be required to post a cash security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the association as security deposit to the Association. Said security deposit shall be held by the Association and may be commingled with other funds of the Association and the Association shall have no liability for the accrual or payment of any interest thereon. If at any time during the term of the Lease the Tenant or any guest or invitee of the Tenant shall damage any portion of the Association Property or the Condominium Property, then the Association may, at the option of the Association, appropriate and apply all or any portion of said security deposit to the cost of repairing said damage. Following the expiration of the term of the Lease, the security deposit shall be returned in full to the Tenant, less any portion applied in accordance with this paragraph.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable, and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

XVI. Compliance and Default.

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association and any and all

regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owner to the following relief

in addition to the remedies provided by the Condominium Act:

A. **Negligence:** A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or his or their guests, employees, agents, lessees or other invitees.

B. **No Waiver of Rights:** The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVII. **Assessments: Liability, Lien and Enforcement.**

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all units and said units. The association has a lien on each condominium parcel to secure the payments of assessments. The lien is effective from and shall relate back to the recording of the original declaration of condominium. However as to the first mortgage of record, the lien is effective from and after recording a claim of lien in the public records of the county in which the condominium parcel is located. The following provisions shall govern the making, levying and collection of such assessment and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. **Determination of Assessments:** Assessments by the Association, against each owner of a unit and his unit shall be a fractional share of the total assessment to be made against all owners of unit and their units as is set forth in the Schedule annexed thereto and made a part hereof as Exhibit "3". Should the Association become the owner of any units, the assessment which is due shall be paid by the Association.

B. **Time for Payment:** The assessment levied against the owner of each unit and his unit shall be made not less frequently than quarterly in an amount which is not less than that required to be provided funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

C. **Annual Budget:** The Board shall, in accordance with the Bylaws of the Association, establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium including, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. The board of administration shall hand deliver or mail to each unit owner a meeting notice and copies of the proposed annual budget not less than 14 days prior to the meeting of the unit owners or the board at which the budget will be considered.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in section 718.504(21), Florida Statutes.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. This does not apply to budgets in which members of an association have, by a majority vote at a duly called meeting of the association determined for a fiscal year to provide no reserves or reserves less adequate than required. However, prior to turnover of control of an association by a developer to unit owners other than a developer pursuant to section

718.301, Florida Statutes, the developer may vote to waive the reserves for the first two fiscal years of the operation of the association, beginning with the fiscal year in which the initial declaration is recorded, with the vote taken each fiscal year and shall be effective for only one annual budget. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each unit owner and the assessment for the year shall be based upon such Budget. Failure to receive a copy of the budget to a unit owner shall however not affect the liability of such owner for such assessment.

D. Use of Association Funds: All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the Association to the payment of any expense of pertaining and managing the condominium or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and Bylaws and as monies for annual assessments are paid to the Association by any unit owner, the same may be commingled with monies paid to the Association by the other owners of units, but separate ledgers must be maintained for each account. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. Although all funds and other assets of the Association and any increments thereto or profits derived therefrom, or from the leasing or use of common elements including without limitation Common Surplus, shall be held for the benefit of members of the Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his unit.

E. Delinquency or Default: The payment of any assessment or installment hereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. The association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment that the payment is late.

F. Personal Liability of Unit Owner: The owner of each unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessment or installments, late charges thereof as above provided and for all costs of collecting the assessments and interest thereon, including attorney's fees, whether suit be brought or not, levied or otherwise coming due while such person or entity owns a unit.

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

The liability of a first mortgagee or its successor and or assigns who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

- 1 The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full as not been received by the association; or

2. One percent (1%) of the original mortgage debt. However the provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date of the

complaint is filed, the association was dissolved or did not maintain an office or agent for services of process at the location which was known or reasonably discoverable by the mortgagee.

The lien of the Association shall be effective from and after recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the unit encumbered thereby, the name of the record owner, the name and address of the association, the amount due and due dates. It must be executed and acknowledged by an officer or authorized agent of the association. No such lien shall be effective longer than one year after the claim of lien was recorded unless within that time, an action to enforce the lien is commenced. The one year limitation shall automatically be extended for any length of time during which the association is provided from filing of a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owners or any other person claiming an interest in the parcel. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable cost and attorney's fees incurred by the association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

Any payment received by an association shall be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in chapter 687 or section 718.303(3), Florida Statutes.

The association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien. The association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgement for unpaid assessments.

No foreclosure judgements may be entered until at least 30 days after the association gives written notice to the unit owner of its intention to foreclose a lien to collect the unpaid assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those due after the claim of lien is recorded, are paid before the entry of a final judgement of foreclosure, the association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his last known address; and, upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in subsection (5). The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of any association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the unit owner.

If the unit owner remains in possession of the unit after a foreclosure judgement has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party that does not prevail in the foreclosure action.

The association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

A first mortgage acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of ownership of such parcel, whether or not such parcel is unoccupied, be excused from payment of some or all of the common expenses coming due during the period of such ownership.

Within fifteen (15) days after a request therefor by unit owner or unit mortgagee, the association shall provide a certificate stating all assessments and other moneys owed to the association by the unit owner with respect to the condominium parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. 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 toward future assessments.

I. **Effect of Transfer:** When the owner of any unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association upon written request of the owner of such unit, shall furnish to the proposed lessee, purchaser or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and the Association shall be bound by such statement.

In any conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessment against the grantor made prior to the time of such conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt collection of any sum then remaining owing to it.

XVIII. Registry of Owners and Mortgagees.

The Association shall at all times maintain a Register of the name of the owners and mortgagees of all units. Upon the transfer of title to any unit, the transferee shall notify the Association in writing of his interest in such unit together with recording information identifying the instrument by which such transferee acquire his interest in the unit. The owner of each unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage or mortgages and the recording information identifying the same. The holder of any mortgage encumbering a unit may notify the Association of any such mortgages and upon receipt of such notice the Association shall register in its records all pertinent information pertaining to the same.

XIX. Alterations of and Improvements to Units and Common Elements.

A. Unless the unit owner shall first submit plans for such work to the Board, and the Board by resolution unanimously adopted by the affirmative vote of all member thereof, shall approve and consent thereto, no alteration or improvement or addition to a unit or to any limited common element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed, which shall: (a) remove in whole or in part, replace, reroute or otherwise affect any column, bearing, wall or partition, pipe, duct, wire or conduit or obstruct any easement herein provided for, or (b) remove, or change the style, pattern material, texture or outside color of any door, window, screen, fixture, equipment, enclosure or appliance in or an exterior unit or building wall, or (c) cove, from the inside or outside, the glass of other transparent and/or translucent material in any exterior door or window with or apply or affix thereto, any materials or substances which shall render the same opaque or change the exterior color therefore, except interior draperies, curtains, shades or shutters which are lined backed, covered or painted on the side visible from the exterior

with a neutral color, material or (d) affix to or cover any exterior door or window or otherwise install on the exterior of any unit or building any storm or hurricane shutter or awning or any protective or decorative panel, trim, enclosure, fixture or appliance, or (e) otherwise change, modify, or alter the exterior of any unit or building so that it thereby differs in appearance from any other units of the same type. There shall be no material alterations or substantial improvements or additions to the common elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and additions to the common elements, except the acquisition of additional real property, which have been approved by the owners of units to which seventy-five percent (75%) of the common elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all units as Common Expenses.

B. Notwithstanding any provision hereinabove set forth to the contrary, the Board of Administration of the Association may adopt a basic approved plan for screening balconies and ground level rear area patios.

If such plan is adopted, owner of the units of each building in the condominium may screen said balconies of ground level rear area patios attached to their unit in accordance with said approved basic plan without specific consent from the Board of Administration, provided that such screening conforms in all respects to the approved basic plans therefore.

XX. Termination.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

A. Destruction: In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because the total destruction or major damage, the condominium plan of ownership will be thereby terminated without agreement.

B. Agreement: The condominium may be terminated at any time by the approval in writing of all the owners of units in the condominium and by all record owners of mortgages upon units therein owned by institutional lenders and other mortgages approved by institutional lenders and other mortgages approved by the Association.

C. Certificate: The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the facts effecting the termination which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

D. Shares of Owners After Termination: After termination of the condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the unit owner's prior to the termination as set forth in Exhibit "3" hereto.

E. Amendment: This article shall not be amended without consent of four-fifths (4/5) of the voting interest.

F. Notification: Upon recordation of the instrument evidencing consent of all of the unit owners to terminate the condominium, the association within 30 business days shall notify the division of termination and the date the document was recorded, the county where the document was recorded, and the book and page of the public records where the document was recorded, and shall provided the division a copy of the recorded termination notice certified by the clerk.

XXI. Rights of Developer to Sell or Lease Units and Amend this Declaration.

The Developer intends to offer units for sale to existing tenants. The Developer reserves the right to engage in a program of renting or leasing unsold units upon such terms as Developer shall approve and as permitted by the Condominium Act Chapter 718 of the Florida Statutes and, if the Developer engages in such a program the Developer will file an amendment to this Prospectus. In the event any unit is sold prior to the expiration of the terms of the lease the title to such unit will be conveyed subject to the lease. If any unit is sold subject to a lease, a copy of the executed lease will be attached to the purchase agreement in accordance with the terms of Section 718.503(1)(a)(4) Florida Statutes. If a unit has been previously occupied, Developer will so advise the prospectus purchase in the purchase agreement.

XXII. Grant of Easements; Covenant running with the Land and Conveyance to Trustee.

The Developer hereby grants a non-exclusive easement to be used and enjoyed in common by the owners, lessees, tenants, employees and occupants of residential units to be constructed in Summerbreeze, a Condominium, and for their guest and invites and for any police, fire, rescue, ambulance, government, public, private or quasi-public agency, for the following purposes:

A. The furnishings and maintenance of public utility services, over, across, upon, in and through the entire parcel known as Summerbreeze, a Condominium.

B. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions as they are intended and/or provided for pedestrians and vehicular traffic through the entire parcel known as Summerbreeze, a Condominium.

C. Recreational purposes, pedestrian access, over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions in the paved surface, green and open areas as shown in the proposed Plot Plan of Summerbreeze, a Condominium attached as exhibit to this declaration of condominium or any other plan adopted thereafter.

D. Support: An easement of support and of necessity is reserved for the benefit of each Unit and the Common Elements and each Unit shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

E. Encroachments: An easement is created for the existence and maintenance of any encroachment (i) by any portion of the Common Elements upon any Unit, (ii) by any Unit (or Limited Common Elements appurtenant thereto) upon any other Unit or upon any portion of the Common Elements, or (iii) occurring as a result of (A) construction of the Improvements, (B) settling or shifting of the Improvements, (C) any alteration or repair to the Common Elements made by or with the consent of the Association, or (D) any repair or restoration to the Improvements or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings. Such easements shall continue for so long as the Improvements shall stand.

F. Construction; Maintenance: Developer (including its designees, contractors, successors and assigns) shall have the right, in its sole discretion, from time to time, to enter the Condominium Property and take all necessary action to construct, rebuild and restore the units by virtue of fire and casualty.

G. Further Easements: The Association shall have the right and authority at any time by action of its Board to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

H. Easement Savings Clauses: An easement, whether heretofore or hereafter created

under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Association acting through its Board as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

XXIII. Additional Mortgagee Provisions.

Additional Rights of Institutional Mortgagees: In addition to all other rights set forth in this Declaration, Institutional Mortgagees shall have the right, upon written notice to the Association, to:

- A. Examine the Association's books and records during normal business hours;
- B. Receive current copies of the Declaration, By-Laws and other rules governing the condominium, and other books, records and financial statements;
- C. Receive a statement of income and expenses of the Association within ninety (90) days after the end of its fiscal year, and conduct an audit of the Association at its own cost;
- D. Receive notice of Association meetings and attend such meetings;
- E. Receive notice of an alleged default by an Owner upon whose Unit such Institutional Mortgagee holds a mortgage, which is not cured within sixty (60) days after notice of default to such Owner;
- F. Receive notice of any substantial damage or loss to any portion of the Condominium Property and any Condemnation loss;
- G. Receive notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- H. Receive notice of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.
- I. Receive notice of any proposed Termination of the condominium regime;
- J. Receive notice of any proposed amendment of the condominium instruments effecting a change in:
 - 1. The Boundaries of any unit or the exclusive easement rights appertaining thereto;
 - 2. The interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto;
 - 3. The number of votes in the owners association appertaining to any unit; or
 - 4. The purposes to which any unit or common elements are restricted.

All provisions of an Institutional Mortgage shall take precedence over the provisions of this Declaration, unless and to the extent that same is viewed to be contrary to or prohibited by applicable law from time to time. No breach of any of the provision contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any unit.

Notwithstanding any provision contained in the Condominium Documents to the contrary:

K. No Amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

L. No Amendment shall diminish or impair any of the rights privileges power and/or option provided in this Declaration in favor of or reserved to record owner of any institutional Mortgagee unless the particular Mortgagees shall join and consent in the execution of the amendment. However, such consent may not be unreasonably withheld.

M. No amendment shall change a Unit proportionate share of the common expenses or common surplus nor the voting rights or any other appurtenances to any Unit, unless the vote and approval required by F.S. 718.110(4) are obtained.

N. Except for matters under F.S. 718.110(4) and 718.110(8). The Developer shall be permitted to unilaterally amend this Declaration without the approval of any Owner and the Association so long as the Developer is in control of the Board or Directors of the association and no amendment to this Declaration which impairs or removes any reservation right or privileges of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment. The approval of the Developer alone shall be permitted without the approval of any Owner of the Association where it is specifically provided for the Declaration as reserved to the Developer.

O. Any amendment to the Declaration pertaining to the following shall require a vote of 67% of the voting interests of those members of the association present in person or by proxy and voting at a member meeting where a vote of the member other than the Developer is required under this Declaration:

1. Assessments basis or assessment liens.
2. Any method of imposing or determining any changes to be levied against individual Owners.
3. Reserves for maintenance repair or replacement of common area improvement.
4. Maintenance obligation.
5. Allocation of right to use common areas.
6. Any scheme of regulation or enforcement of standards for maintenance of architectural design or exterior appearance of improvement of Units.
7. Reduction of insurance requirement.
8. Restoration or repair of common elements.
9. The addition, annexation or withdrawal of land to or from the Condominium.
10. Voting rights.
11. Restrictions affecting leasing or sale of Unit.
12. Any provision which is for the express benefit for mortgagees.

P. Notwithstanding any provisions contained in these condominium documents, consent shall be deemed given by the mortgage holders if the mortgage holders do not respond to any written purposes for any amendment within 30 days after it received proper notice. Proper notice shall be deemed given if notice was delivered by certified or registered mail with a return receipt requested.

Q. The mortgage holders, insuror, or guarantor of mortgage shall receive timely written notice of the following.

1. Any condemnation or casualty loss that affects either a substantial portion of the condominium or the unit securing its mortgage.
2. Any 60 day delinquency in paying assessments or charges owed by the owner of any unit on which it holds the mortgage.
3. A lapse, cancellation, or substantial modification of any insurance policy or fidelity bond maintained by the owners association.
4. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insuror, or guarantor must send a written request to the owners association stating the name and address of the interested party and the unit number or address of the unit on which it holds the mortgage. Proper notice shall be deemed given if notice was delivered by certified or registered mail with a return receipt requested.

XXIV. Condemnation.

A. **Deposit of Awards with Insurance Trustee:** For purposes of this Declaration, the taking of portions of the condominium property by the exercise of the power of eminent domain or purchase in lieu thereof ("Taking") shall be treated as a casualty. The awards for a Taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee even if the awards may be payable to Unit Owners.

B. **Determination Whether to Continue Condominium:** The determination whether or not to continue the Condominium will be made in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty.

C. **Disbursement of Funds:** If the Condominium is terminated after a Taking, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds as if the Condominium is terminated after a casualty. If the Condominium is not terminated after a Taking, the size of the Condominium will be reduced and the property damaged by the Taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty by the Insurance Trustee unless elsewhere provided in this Article.

D. **Unit Reduced but Habitable:** If the Taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Board of Directors of the Association), the award for the Taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

1. **Distribution of Surplus:** The award for the taking of the Unit, if any, shall be distributed to the Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

2. **Adjustment of Shares in Common Elements:** If the floor area of the Unit is reduced by the Taking, the percentage representing the share in the Common Elements, the Common Expenses and Common Surplus attributable to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the Taking and the denominator of which shall be the area in square feet of the Unit before the Taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common

Surplus shall then be restated as follows:

- a. add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentages Balance"); and
- b. divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

E. Unit Uninhabitable: If the Taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Board of Directors of the Association), then the award for the Taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

1. Payment of Award: The award for the Taking shall be paid to the extent available: first, to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions for a specific Unit exceed the market value of such Unit immediately prior to the Taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

2. Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible for use by all of the Unit Owners in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance remaining of the fund from the award for the Taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

3. Adjustment of Shares: The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares among the reduced number of Unit Owners (and among reduced Units) as follows:

- a. add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section D(2) (the "Percentage Balance"); and
- b. divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section D(2), by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

4. Assessments: If the balance of the award for the Taking (after payments to the Unit Owner and such Owner's mortgagees as above provided) is not sufficient to alter the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners after the changes in the Condominium effected by the Taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected by reason of the Taking.

5. Arbitration: If the market value of a Unit prior to the Taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American

Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration

Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the Taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustment to such shares affected by reason of the Taking.

6. Taking of Common Elements: Awards for the Taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance of the funds from the awards for the Taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements, if any shall be distributed to the unit Owners in proportion to the shares in which they own the Common Elements after adjustments to these shares by reason of the Taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

7. Amendment of Declaration: The changes in Units, the Common Elements and in the ownership of the Common Elements and the adjustment to the shares in the Common Expenses and Common Surplus that are effected by the Taking shall be evidenced by an amendment to this Declaration approved by, and executed at the direction of, a majority of the Board.

XXV. Disclaimer of Warranty

Pursuant to Section 718.504 (16) (a) and (b) of the Florida Statutes, this Condominium is created by conversion of existing improvements. The Condominium is the conversion of an existing apartment building to the Condominium form of ownership and is not new construction. The Developer owned the Condominium building for a short period of time prior to the conversion. The Developer does not represent to be intimately familiar with the building and units and intends to make only renovations to the Units and Common Elements for the Condominium building. Thus, other than the Condominium Conversion Report contained in Exhibit "11" given to the buyer of each unit in the prospectus required pursuant to Florida Statute Section 718.616 Florida Statutes, the developer makes no representations or warranties with regard to the condition of the Condominium buildings. There are no express warranties unless they are stated in writing by the Developer.

Developer hereby disclaims any and all express or implied warranties as to design, construction, furnishing and equipping of the Condominium property except only those set forth in Section 718.203 of the Act, to the extent applicable and to the extent that same have not expired by their terms as such warranties which cannot be disclaimed, and other claims, if any, which can be made as to the aforesaid matters. All incidental and consequential damages arising therefrom are hereby disclaimed.

All unit owners by virtue of their acceptance of title to the respective units (whether from the developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.

Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents") the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the Health, Safety or Welfare of any Owner, Occupant or User of any portion of the Condominium Property, including, without limitation, residents and their guests, invitees, agents, servants, contractors or subcontractors or for any property of such persons. Without limiting the generality of the foregoing: (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Condominium Property have been written, and are to

be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; (b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, the State of Florida, Broward County and/or any other jurisdiction or the prevention of tortuous activities; (c) any provisions of the Association documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment Funds and not as creating a duty to protect or further the health, safety and/or welfare of any person(s), even if Assessment Funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

Affirmative Obligation of Association: In the event the Association believes that Developer has failed in any respect to meet Developer's obligations under the Declaration or has failed to comply with any of Developer's obligations under law or the common elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to the Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable time. Association agrees that any inspection, test and/or replacement scheduled on a business day between 9 a.m. to 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in the section include the right of developer to repair or address, in Developers's sole option and expense, any aspect of the Common Elements deemed defective by Developer during its inspection of the Common Elements.

Buyer understands that the unit and the Condominium are not new construction. Buyer shall be given an opportunity to physically inspected the square footage and dimension of the Condominium Unit pursuant to the terms and conditions of the Purchase Agreement (Exhibit "9" to the Prospectus). The Seller is relying on Buyer's representing before closings that the Buyer has physically inspected the property before closing and that the unit's square footage and dimensions are satisfactory to the Buyer. This is a material representation which Seller is relying upon to sell the unit to Buyer. This representation shall survive the closing. The Buyer understands that the square footage has been provided in the condominium documents (Exhibit "2" and Exhibit "11" to the Prospectus).

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee and Board Members, Employees, Agents, Contractors(including management companies), sub-contractors, successors and assigns. The provisions of this Article shall also inure to the benefit of the Developer and its affiliates, which shall be fully protected hereby.

XXVI Miscellaneous

A. **Applicability of Declaration of Condominium:** All present or future owners, tenants or any other persons who might use the facilities of the condominium in any manner, are subject to the provisions of this declaration and the mere acquisition or rental of any unit, or the mere act of occupancy of any unit shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

B. **Construction:** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. In the event of any conflict between the provisions of the Declaration and the Condominium Act, the provisions of Florida Statute Chapter 718 shall prevail.

C. **Parties Bound:** The restrictions and burdens imposed by this Declaration are intended to and shall constitute covenants running with the land and shall constitute an equitable servitude upon each unit and its appurtenant undivided interest in common elements and this Declaration shall be binding upon developer, its successors and assigns and upon all parties who may subsequently become owners of units in the condominium and their respective heirs, legal representatives, successors and assigns.

D. **Right of access to units:** The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

E. **Liability:** Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

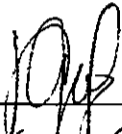
- (a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;
- (b) the Association is not empowered, and has not been created, to act as an entity which enforced or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and
- (c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by the provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. As used herein, "Association" shall include within its meeting all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies) subcontractors, successors and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.


IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed and its seal affixed by its undersigned duly authorized officers on the date set forth above.

In the presence of:

CM Summerbreeze Investment Property,
LLC, a Florida Limited Liability Company by
it's Manager.



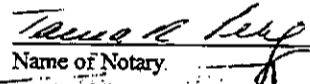
Jessica Gutierrez



Maricio Cayon, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by Mauricio Cayon, as the manager of CM Summerbreeze Investment Property, LLC, a Florida Limited Liability Company on this 2nd day of November, 2004, who is (or are) personally known to me or who has produced Driver's License as identification and who did(did not) take an oath.



Name of Notary
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 00174094
MY COMMISSION EXPIRES 29/2006

Exhibit "1"
to the
Declaration of Condominium

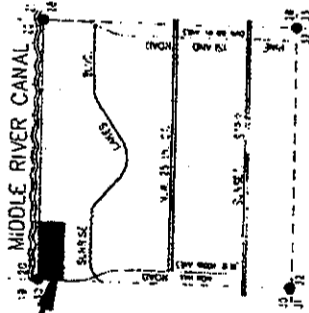
Legal Description

Parcel A of Summerbreeze, as recorded in Plat Book 132, Page 36 of the Public Records of Broward County, Florida.

Exhibit "2"

Summerbreeze, a Condominium Cover Sheet

SITE
 ADDRESS:
 9997 SUMMERBREEZE DRIVE
 TWP: 49
 RG: 41E
 SEC: 29



LOCATION MAP
N.T.S.

1	Cover sheet		
2	Legal Description, Surveyor's Notes and Certificate		
3	Survey-Site Plan, Graphic Description		
4	Survey-Site Plan, Graphic Description		
5	Survey-Site Plan, Graphic Description		
6	Survey-Site Plan, Graphic Description		
7	Typical Building 'AB' (First Floor Plan)		
8	Typical Building 'AB' (Second Floor Plan)		
9	Typical Building 'AB' (Third Floor Plan)		
10	Typical Building 'AB' Roof Plan		
11	Typical Building 'AA1' (First Floor Plan)		
12	Typical Building 'AA1' (Second Floor Plan)		
13	Typical Building 'AA1' (Third Floor Plan)		
14	Typical Building 'AA1' Roof Plan		
15	Typical Building 'A1B' (First Floor Plan)		
16	Typical Building 'A1B' (Second Floor Plan)		
17	Typical Building 'A1B' (Third Floor Plan)		
18	Typical Building 'A1B' Roof Plan		
19	Typical Building 'ABA1' (First Floor Plan)		
20	Typical Building 'ABA1' (Second Floor Plan)		
21	Typical Building 'ABA1' (Third Floor Plan)		
22	Typical Building 'ABA1' Roof Plan		
23	Elevations Plan		
24	Typical Unit 'A'		
25	Typical Unit 'A1'		
26	Typical Unit 'B'		
27	Clubhouse Building Plan		
28	Building Areas Table		
29	Building Areas Table		
30	Building Areas Table		

EXHIBIT "2"

DATE REVISION	DATE REVISION
J.H. MANACY, INC. SURVEYORS 1000 N. 10TH ST., SUITE 100 DENVER, CO 80202	PROJECT NO. DRAWING NO. SHEET NO. TOTAL SHEETS
Summerbreeze, a Condominium 9997 SUMMERBREEZE DRIVE, SUMMIT, CO 80112	
1	

Summerbreeze, a Condominium

Legal Description, Surveyor's Notes and Certificate

LEGAL DESCRIPTION:

PARCELS A OF "SUMMERBREEZE" AS RECORDED IN PB. 132, PG. 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, CONTAINING ± 629,868 SQUARE FEET, ± 14.45 ACRES

SURVEYOR'S NOTES

- 1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY RECORDS, EXCEPT AS SHOWN HEREON IF ANY.
- 2) NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES, POLES OR BUILOINGS, WALLS OR FENCES, EXCEPT AS SHOWN HEREON, IF ANY.
- 3) ALL EASEMENTS AND ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN HEREON, IF ANY, ARE NOT SHOWN.
- 4) BEARINGS ARE BASED ON CENTERLINE OF 105' HILL ROAD SHOWN ON THE PLAT OF SUMMERBREEZE (P.B. 132 - PG. 36 BROWARD COUNTY RECORDS)
- 5) ELEVATION SHOWN ARE BASE ON NGVD 1929.

CERTIFICATE OF SURVEYOR:

THAT UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR, FULLY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN SUMMERBREEZE, A CONDOMINIUM AS SHOWN HEREON ARE NOT SUBSTANTIALLY COMPLETED SO THAT THE MATERIALS SHOWING EXHIBIT 2 OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE RECORDS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND OF THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT'S AND COMMON AREAS, WHICH HAS BEEN SUBSTANTIALLY COMPLETED.



 DATED: 8/12/09

BERNABE A. HERNANDEZ
 REGISTERED LAND SURVEYOR No. 2905
 STATE OF FLORIDA

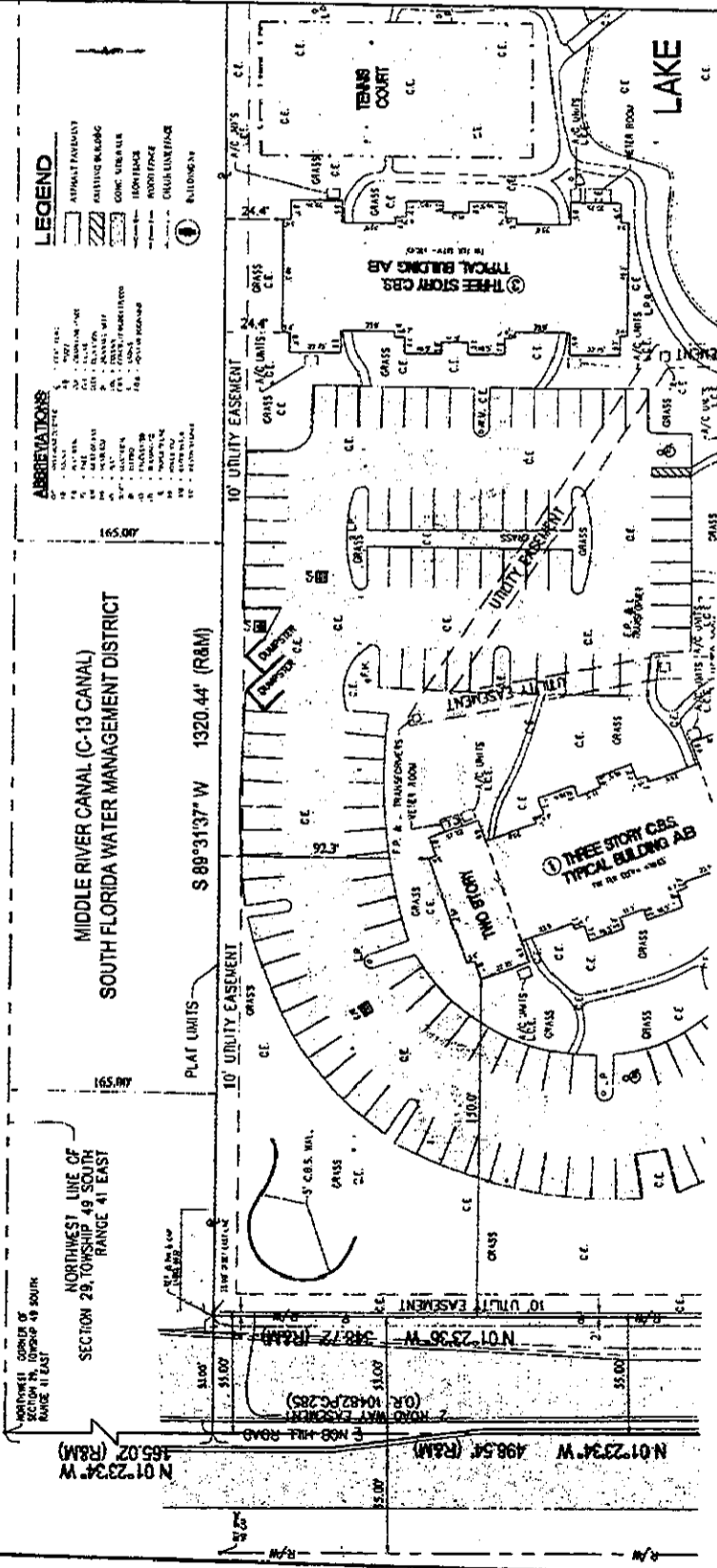
NOTES:

- 1) THIS CERTIFICATION IS ONLY FOR THE LAND AS SHOWN HEREON
- 2) THIS IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM FOR ENCUMBRANCES.
- 3) THIS CERTIFICATE IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND HAPPER.

EXHIBIT "2"

<p>J.H. MANUCK, INC. 1100 S.W. 15th Ave., Suite 100 Ft. Lauderdale, FL 33304 Phone: (954) 571-1100 Fax: (954) 571-1101</p>		<p>PROJECT NAME Summerbreeze, a Condominium 1897 SUMMERBREEZE PL. LANE 1, BLDG. 2</p>
<p>DATE: 8/12/09 TIME: 10:00 AM SHEET NO.: 2 TOTAL SHEETS: 2 DRAWN BY: J.H. MANUCK CHECKED BY: J.H. MANUCK IN CHARGE: J.H. MANUCK</p>		

Summerbreeze, a Condominium Survey-Site Plan, Graphic Description.



LEGEND

- ABBREVIATIONS:**
- 1. AIRWAY
 - 2. DRIVEWAY
 - 3. DRIVEWAY
 - 4. DRIVEWAY
 - 5. DRIVEWAY
 - 6. DRIVEWAY
 - 7. DRIVEWAY
 - 8. DRIVEWAY
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 - 96. DRIVEWAY
 - 97. DRIVEWAY
 - 98. DRIVEWAY
 - 99. DRIVEWAY
 - 100. DRIVEWAY

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.
 - ALL PARKING SPACES ARE (C.E.) COMMON ELEMENTS.
 - ALL PATIOS ARE (C.E.) COMMON ELEMENTS.
 (C) COPYRIGHT 2002, J.H. MANUCY, INC. ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF J.H. MANUCY, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND JURISDICTION INDICATED THEREON.

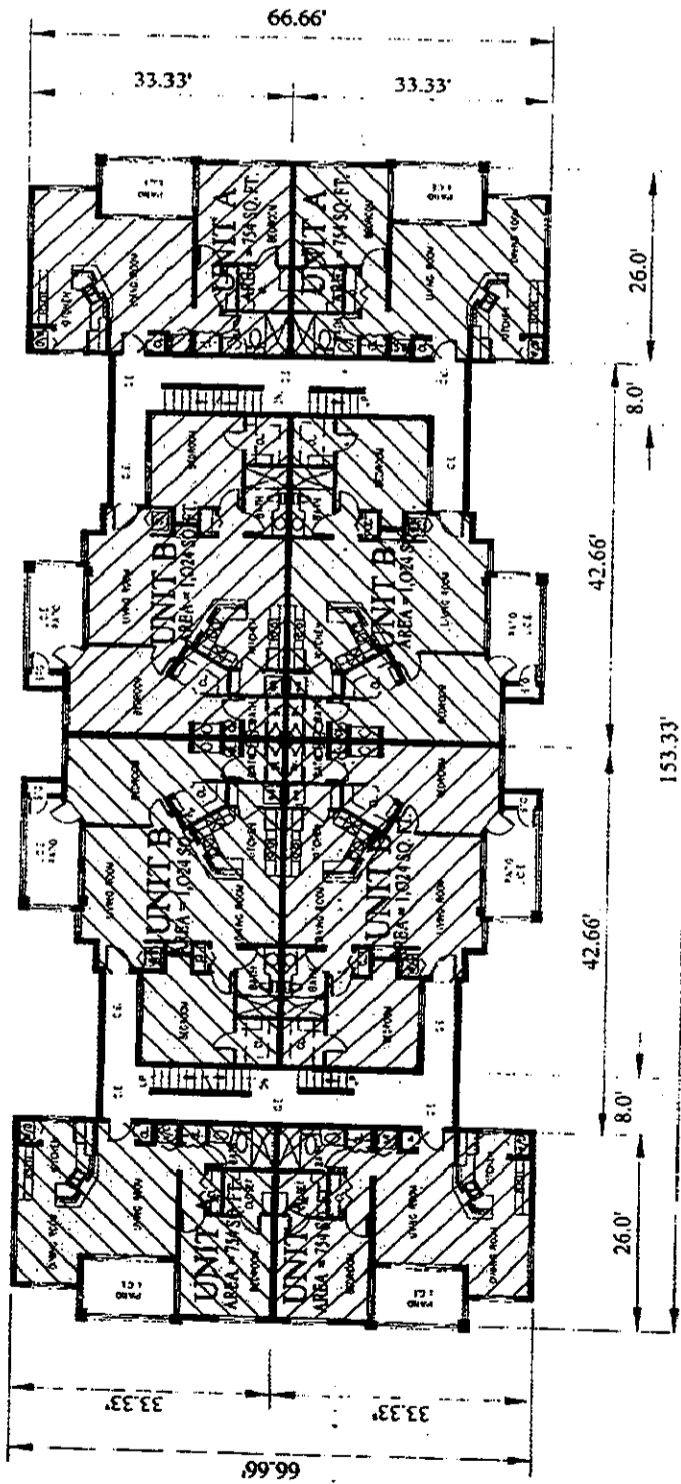
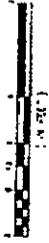
EXHIBIT "2"

J.H. MANUCY, INC.
 9911 S. WINTERBREEZE DRIVE, SUITE 200, DALLAS, TEXAS 75243
 (972) 241-1111

Summerbreeze, a Condominium
 9911 S. WINTERBREEZE DRIVE, SUITE 200, DALLAS, TEXAS 75243

PROJECT NAME: Summerbreeze, a Condominium
 SHEET NO.: 3
 OF 30 SHEETS

Summerbreeze, a Condominium
 Typical Building "AB" (First Floor Plan)



ABBREVIATIONS

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

EXHIBIT "2"

<p>O.J.H. MANLEY, INC. ARCHITECTS 1000 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33304 TEL: (305) 555-1111 FAX: (305) 555-1112</p>		<p>Summerbreeze, a Condominium 1000 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33304</p>
<p>DATE: 11/15/01</p>	<p>BY: [Signature]</p>	<p>7</p>

**Summerbreeze, a Condominium
Typical Building "AB" (Second Floor Plan)**

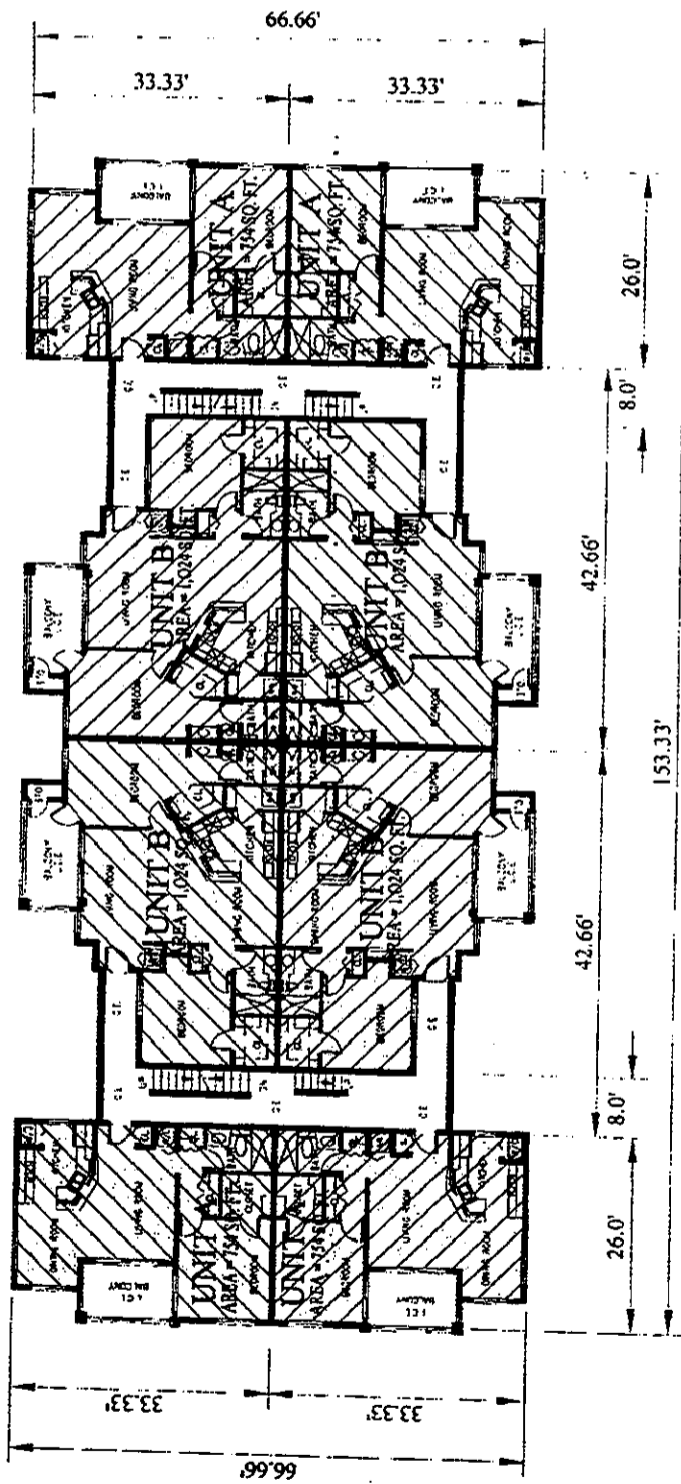


EXHIBIT "2"

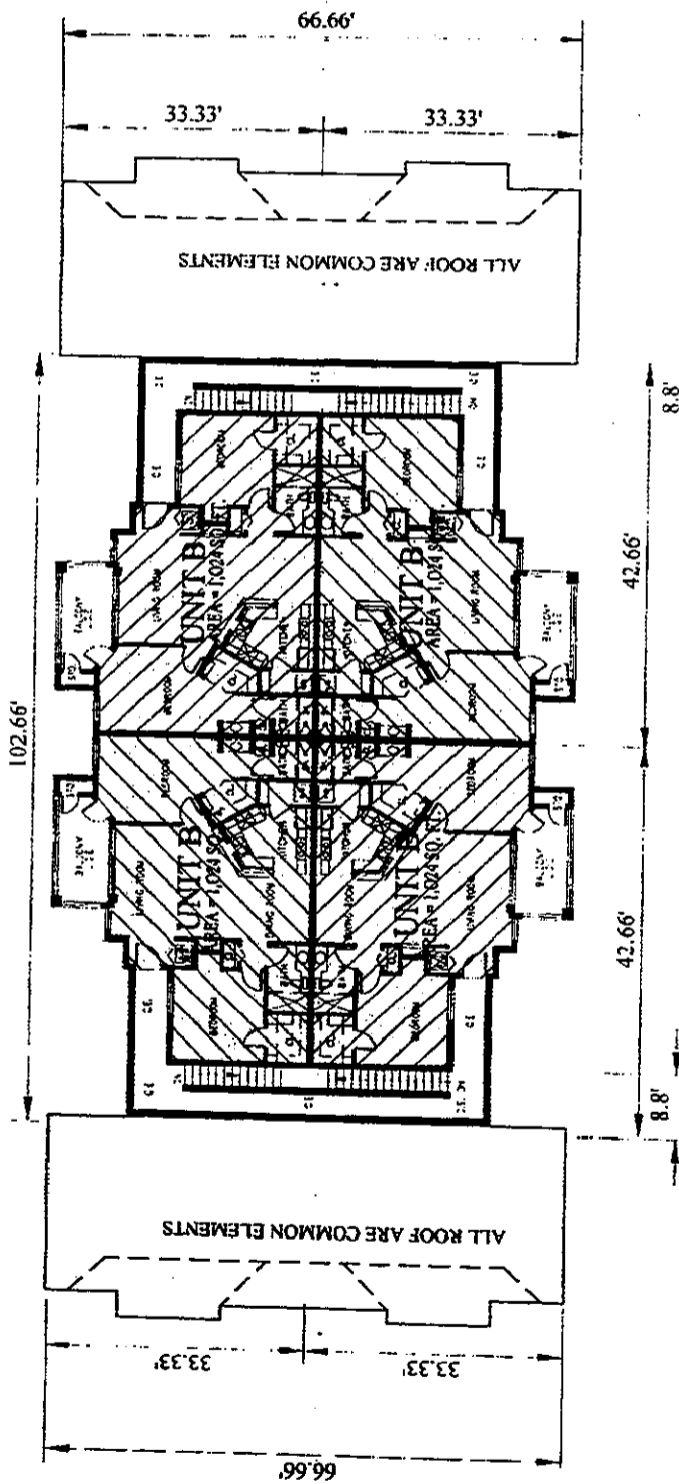
ABBREVIATIONS

- CL - CENTER LINE
- ST - STAIRS
- BL - BALCONY
- ET - ELEVATOR
- WC - WATER CLOSET
- BR - BATHROOM
- LI - LINEN CLOSET
- CL - CLOSET
- ST - STAIRS
- ET - ELEVATOR
- WC - WATER CLOSET
- BR - BATHROOM
- LI - LINEN CLOSET
- CL - CLOSET

NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

O.J.H. MANACY, INC. ARCHITECTS & ENGINEERS 1000 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33304 TEL: (305) 555-1111 FAX: (305) 555-1112	
Summerbreeze, a Condominium	
SHEET NO. 8 OF 8	

**Summerbreeze, a Condominium
Typical Building "AB" (Third Floor Plan)**



ABBREVIATIONS

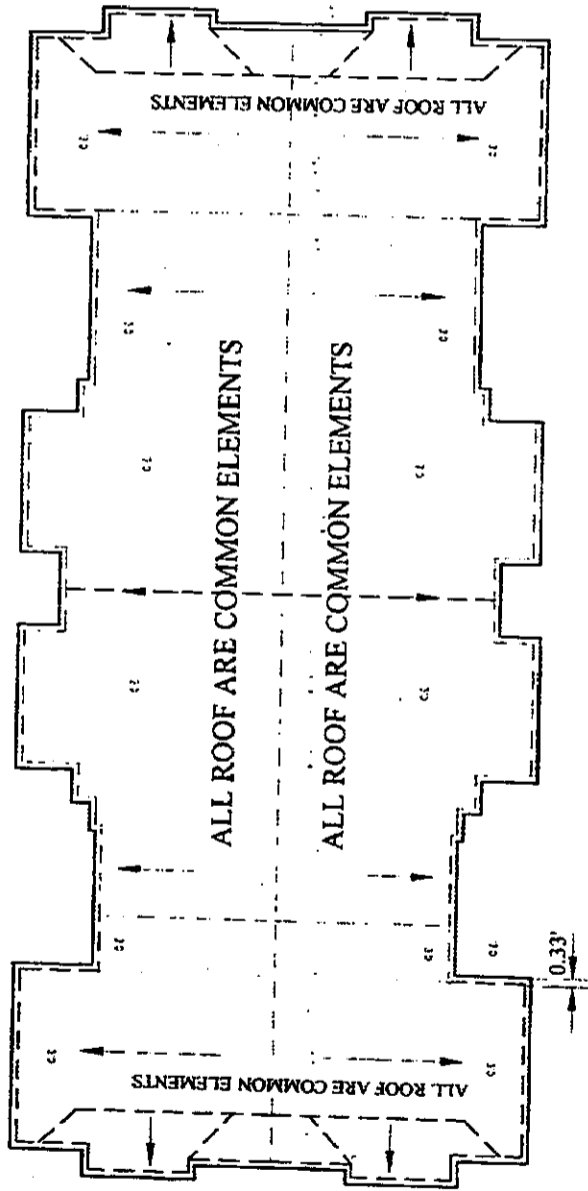
NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.
ALL COMMON ELEMENTS ARE SHOWN IN DASHED LINES.

J.J.H. MANLY, INC.
ARCHITECTS
1000 N. W. 10th St., Suite 100
Fort Lauderdale, FL 33304
Tel: (305) 555-1111
Fax: (305) 555-1112

EXHIBIT "2"

<p>DATE: 10/15/01 DRAWN BY: JHM CHECKED BY: JHM TITLE: THIRD FLOOR PLAN PROJECT: SUMMERBREEZE, A CONDOMINIUM SHEET NO.: 9 OF 15 SHEETS</p>	<p>Summerbreeze, a Condominium 1000 N. W. 10th St., Suite 100 Fort Lauderdale, FL 33304 Tel: (305) 555-1111 Fax: (305) 555-1112</p>
--	--

Summerbreeze, a Condominium Typical Building "AB" Roof Plan



ABBREVIATIONS

- AC- DRIVEWAY AREAS AND SCALE OF 1/4"
- ALL ROOF ARE COMMON ELEMENTS
- CE- COMMON ELEMENTS
- CE1- COMMON ELEMENTS

NOTE
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL ROOF ARE COMMON ELEMENTS.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

O.J.H. MANUCCI, INC.
 ARCHITECTS
 1000 N. W. 10th Ave.
 Ft. Lauderdale, FL 33304
 (954) 561-1111



Summerbreeze, a Condominium
 PROJECT NAME
 1000 N. W. 10th Ave.
 Ft. Lauderdale, FL 33304

EXHIBIT "2"

DATE: 11/11/2011	SCALE: 1/4" = 1'-0"	PROJECT NO.: 11011
DRAWN BY: J.M.	CHECKED BY: J.M.	DATE: 11/11/2011
PROJECT NO.: 11011	DATE: 11/11/2011	SCALE: 1/4" = 1'-0"
10		

Summerbreeze, a Condominium Typical Building "AA1" (First Floor Plan)

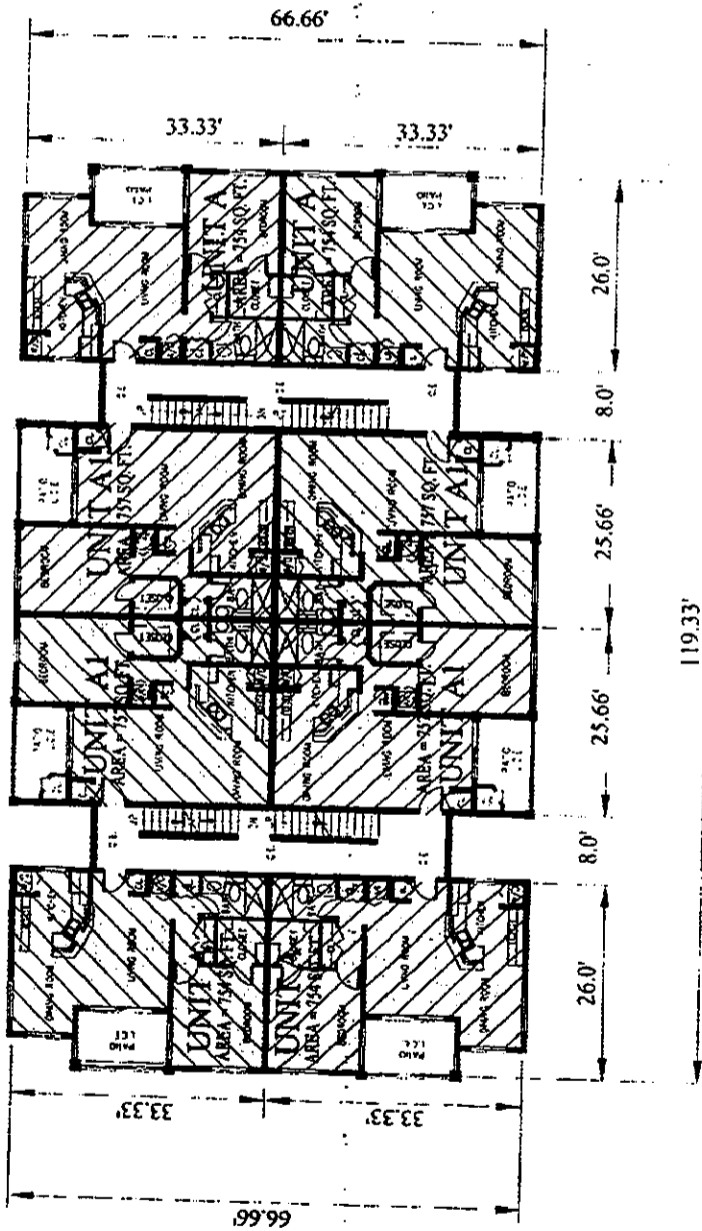
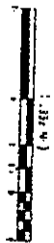


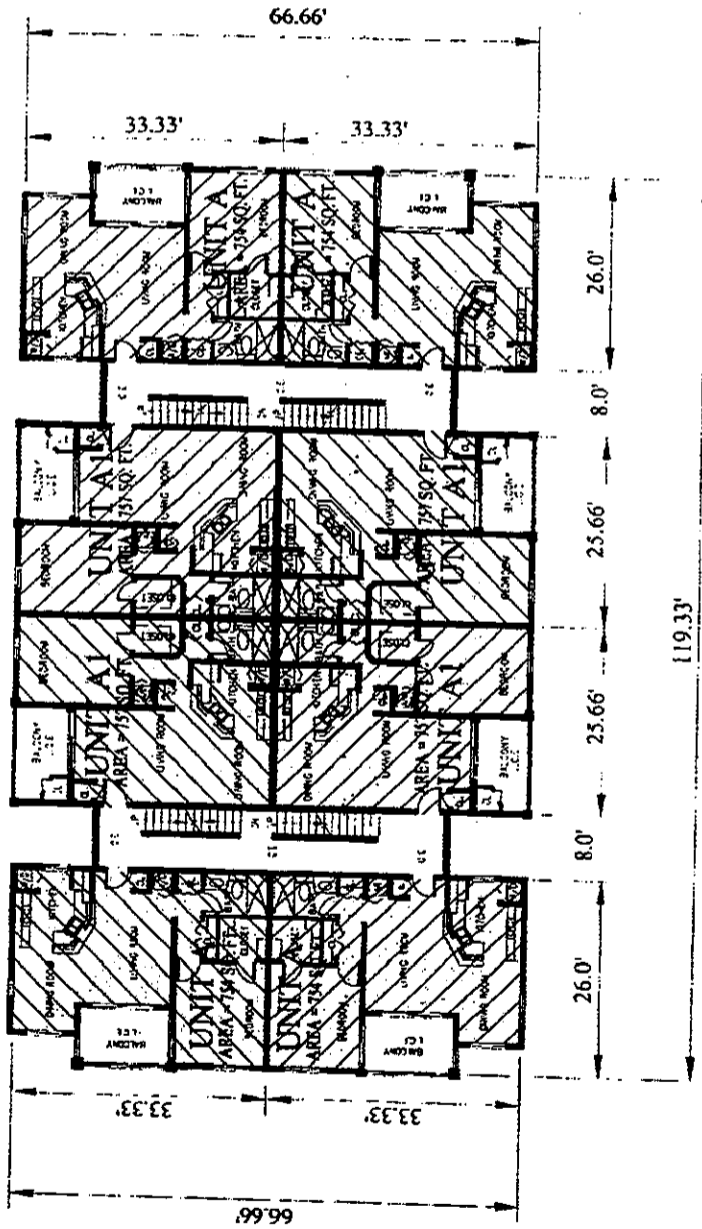
EXHIBIT "2"

ABBREVIATIONS

NOTE: ALL DIMENSIONS ARE A 1/4" AND PERMANENT OF THE

<p>E.J.H. MANUCY, INC. ARCHITECTS 1000 N. UNIVERSITY BLVD., SUITE 100 ANN ARBOR, MI 48106-1500 TEL: (313) 763-1000 FAX: (313) 763-1001</p>		<p>Summerbreeze, a Condominium 100 UNIVERSITY BLVD., SUITE 100 ANN ARBOR, MI 48106-1500</p>	<p>11</p>
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Summerbreeze, a Condominium Typical Building "AA1" (Second Floor Plan)



NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

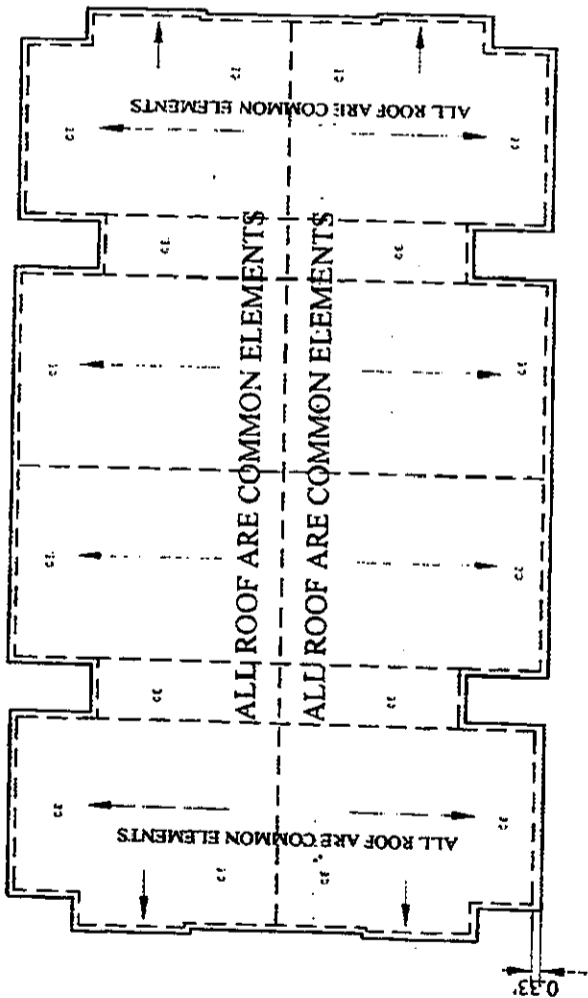
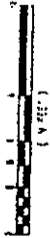
ABBREVIATIONS

- CL - CENTERLINE
- LD - LIVING DINING
- BR - BEDROOM
- BATH - BATHROOM
- KITCHEN
- BALCONY
- HALLWAY
- STAIR
- CL - CENTERLINE

EXHIBIT "2"

<p>DATE: _____</p> <p>BY: _____</p>	<p>J.H. MANUCK, INC.</p> <p>Architects</p> <p>1000 N. W. 10th St., Suite 1000 Fort Lauderdale, FL 33304</p> <p>TEL: (305) 555-1111</p>	<p>PROJECT NAME:</p> <p>Summerbreeze, a Condominium</p> <p>191' CONDOMINIUM AT SUMMERBREEZE</p>
<p>SCALE: 1/8" = 1'-0"</p>		<p>12</p>

Summerbreeze, a Condominium Typical Building "AA1" Roof Plan

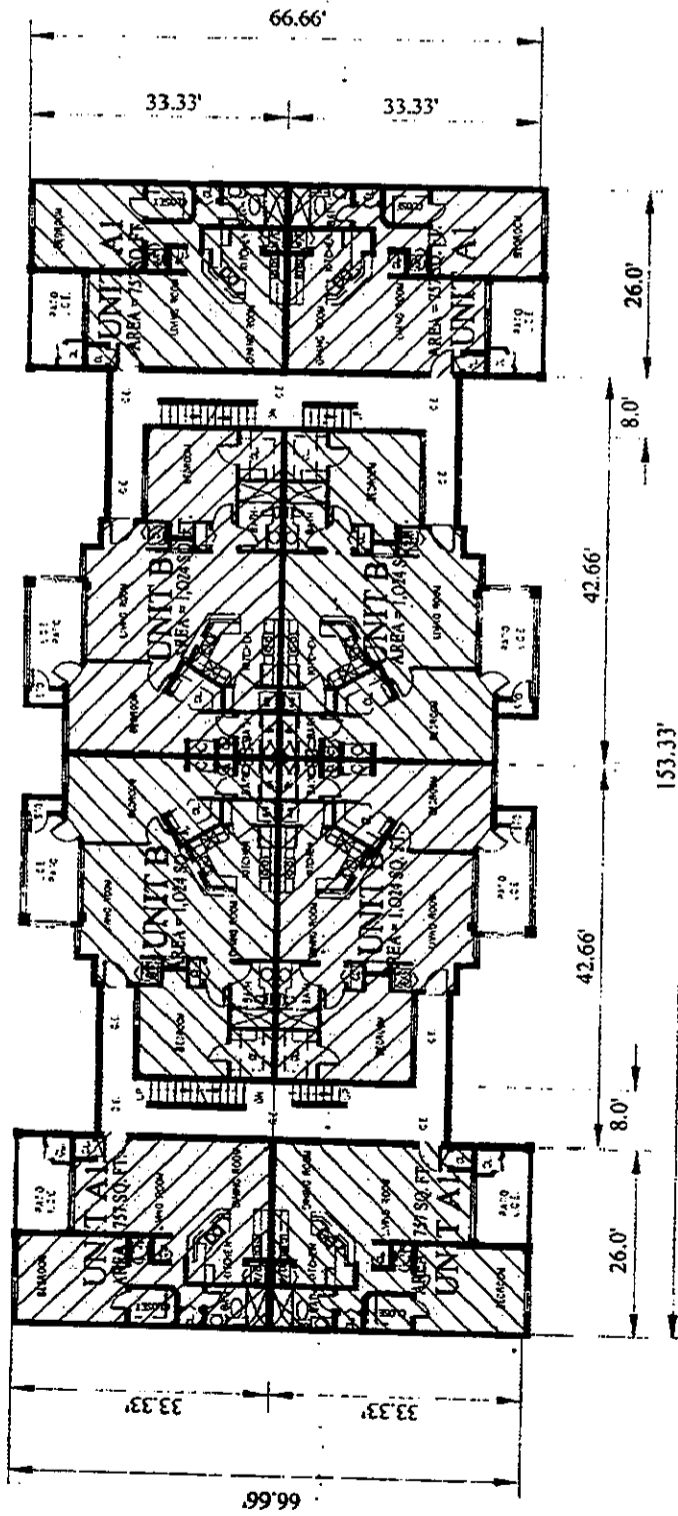


ABBREVIATIONS
 -ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET
 -ALL ROOF ARE COMMON ELEMENTS

EXHIBIT "2"

J.H. MANUCCI, INC. ARCHITECTS & ENGINEERS 1000 S. W. 10TH AVENUE, SUITE 200 MIAMI, FLORIDA 33135		PROJECT NAME Summerbreeze, a Condominium 1995 S.W. 10TH AVENUE, SUITE 200 MIAMI, FLORIDA 33135	
DATE _____		SHEET NO. 14	

Summerbreeze, a Condominium
 Typical Building "A1B" (First Floor Plan)



ABBREVIATIONS

CL - CENTER LINE
 CE - CEILING
 ST - STAIRS

NOTE: ALL DIMENSIONS ARE TO THE CENTER LINE UNLESS OTHERWISE NOTED.

DATE REVISED: 10/20/00

BY: J.H. MANLEY, INC.

10/20/00

10/20/00

10/20/00

10/20/00

10/20/00

10/20/00

EXHIBIT "2"

<p>J.H. MANLEY, INC. ARCHITECTS 1000 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112</p>		<p>DATE: 10/20/00 BY: J.H.M. CHECKED: J.H.M. APPROVED: J.H.M.</p>
<p>PROJECT: Summerbreeze, a Condominium</p>		<p>15</p>

**Summerbreeze, a Condominium
Typical Building "A1B" (Second Floor Plan)**

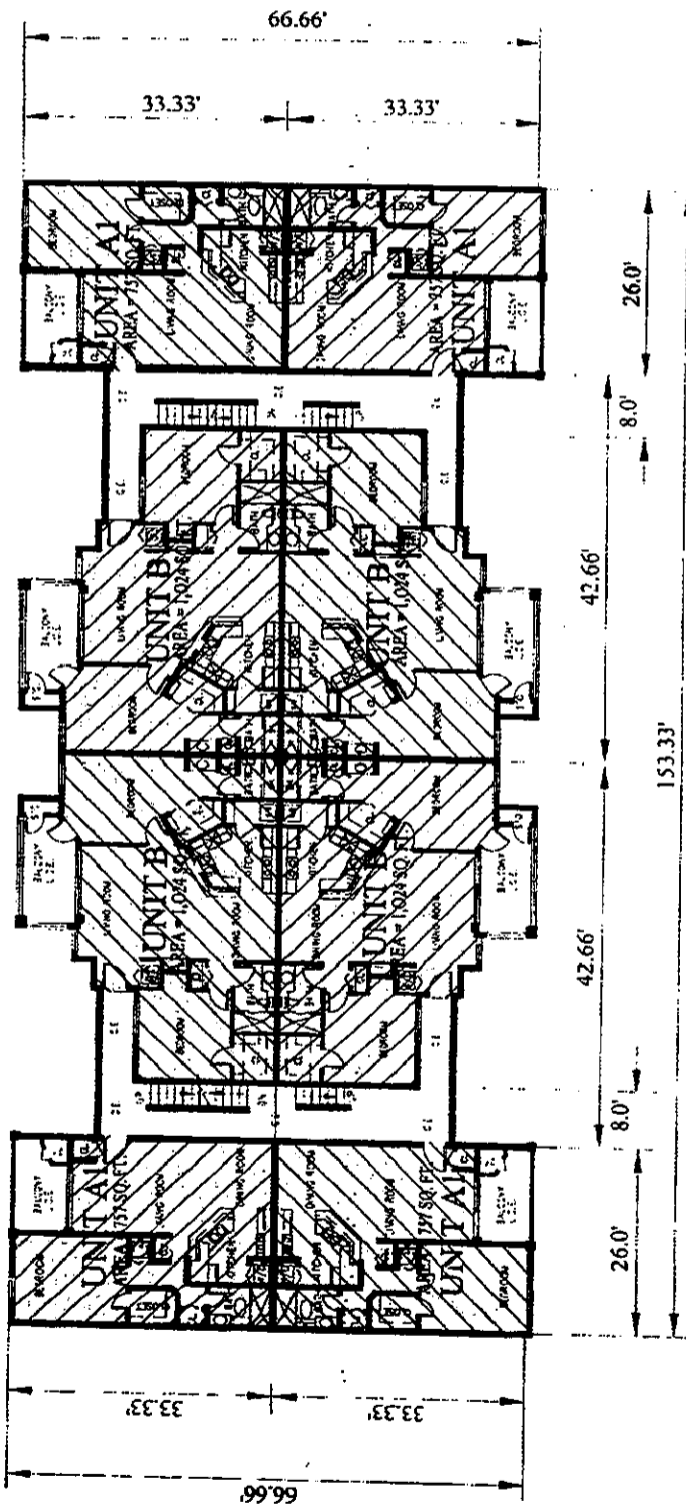


EXHIBIT "2"

ABBREVIATIONS

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
SEE DRAWING 2000'S 2200'S 2200'S

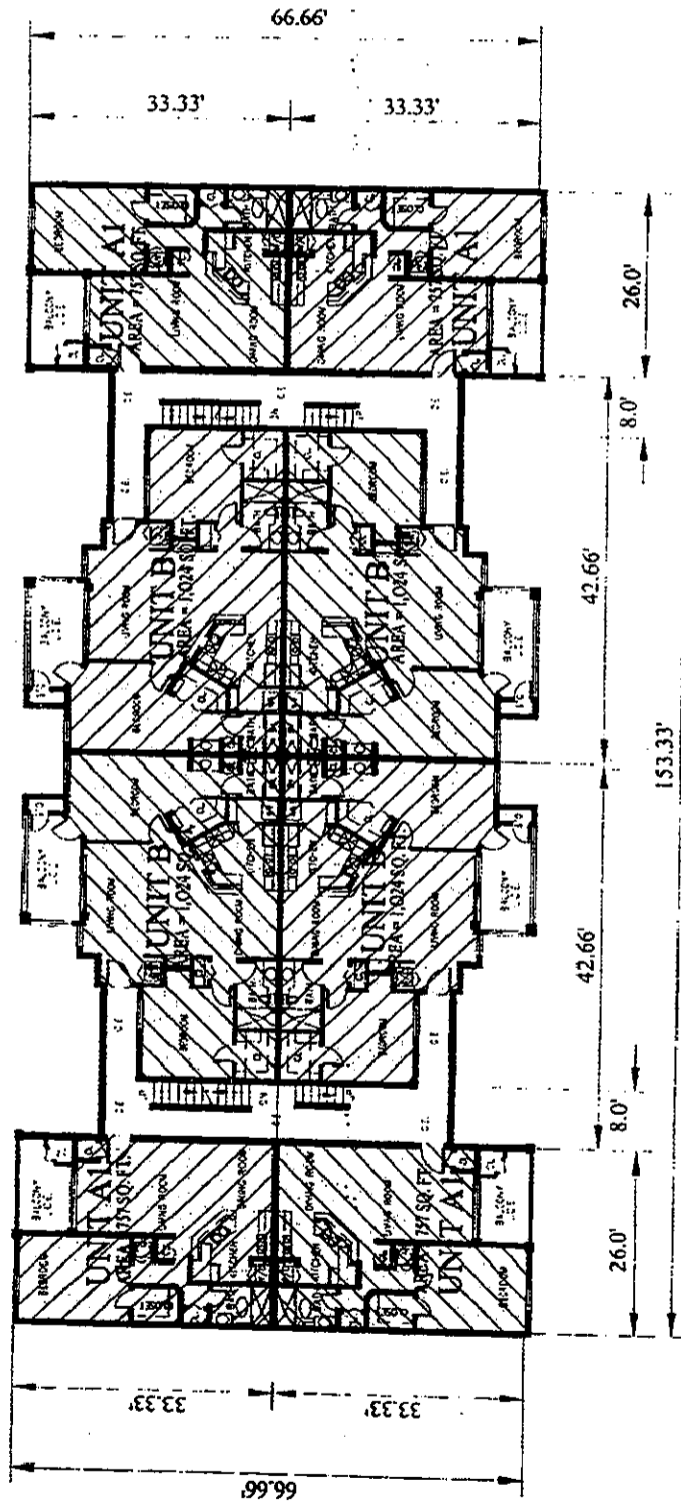
NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.



Summerbreeze, a Condominium
131 Summerbreeze Blvd., SE
Tualatin, OR 97146

16

Summerbreeze, a Condominium Typical Building "A1B" (Third Floor Plan)



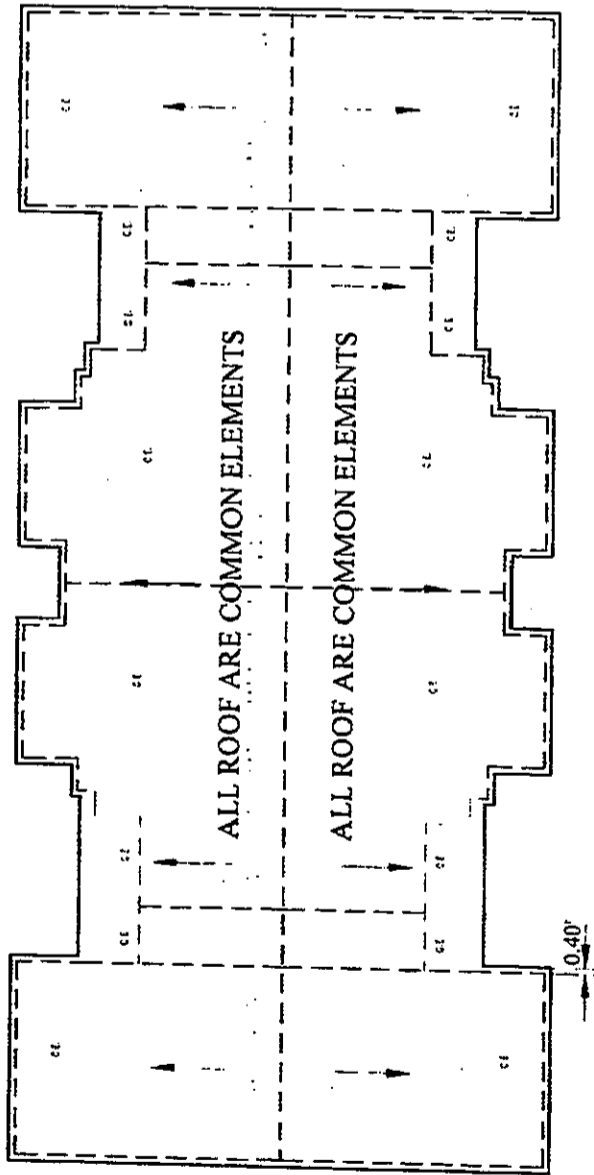
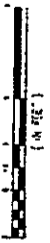
ABBREVIATIONS
 - ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - ALL ROOF ARE COMMON ELEMENTS.
 - SEE EXISTING CONCRETE SLAB.

NOTE
 - ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - ALL ROOF ARE COMMON ELEMENTS.
 - SEE EXISTING CONCRETE SLAB.

EXHIBIT "2"

<p>J.H. MANLEY, INC. ARCHITECTS 1000 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 Phone: (305) 555-1111 Fax: (305) 555-1112</p>		<p>DATE: 11/15/99</p>
<p>PROJECT NAME: Summerbreeze, a Condominium</p>		<p>PROJECT NO.: 17</p>
<p>CLIENT: THE DEVELOPER</p>		<p>SCALE: AS SHOWN</p>

Summerbreeze, a Condominium Typical Building "A1B" Roof Plan



NOTE:
 -ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.
 -ALL ROOF ARE COMMON ELEMENTS.

ABBREVIATIONS

CL - CENTER LINE OF CURVE
 CL - CENTER LINE OF CURVE

EXHIBIT "2"

	J.H. MANACY, INC. ARCHITECTS 1000 N. W. 10th Ave., Suite 100 Ft. Lauderdale, FL 33304 (954) 561-1111	PROJECT NAME Summerbreeze, a Condominium 3977 SUMMITT DR., SUITE 7, J122	SHEET NO. 18
	DATE 12/15/11	DRAWN BY J.M.	CHECKED BY J.M.

Summerbreeze, a Condominium Typical Building "ABA1" (First Floor Plan)

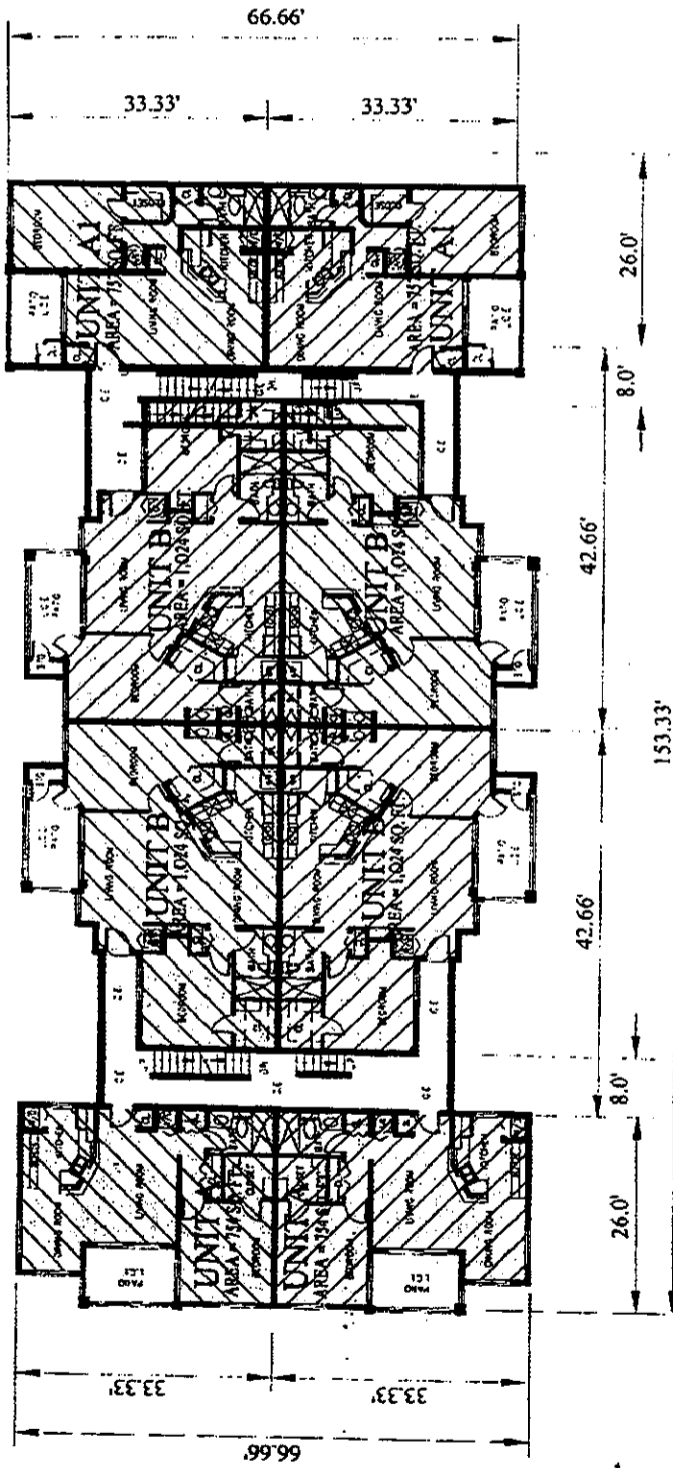


EXHIBIT "2"

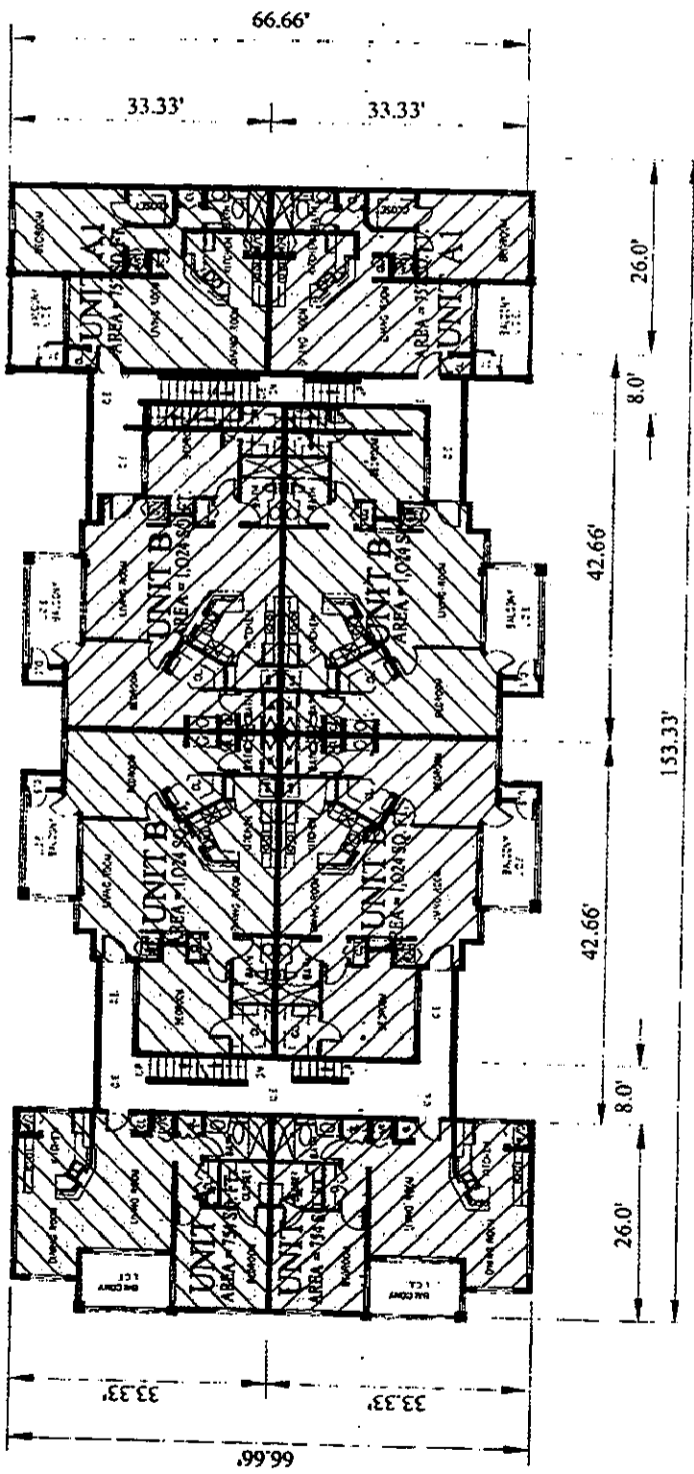
ABBREVIATIONS

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO FACE.

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

		<p>Summerbreeze, a Condominium BY: LAWRENCE P. WATSON, P.L.L.C.</p>	<p>19</p>
<p>DATE: 08/11/03</p> <p>BY: J.H. MANLEY, INC.</p>	<p>PROJECT NAME: Summerbreeze, a Condominium</p> <p>PROJECT NO: 03-001</p> <p>SCALE: AS SHOWN</p> <p>DATE: 08/11/03</p>		

Summerbreeze, a Condominium Typical Building "ABA1" (Second Floor Plan)



ABBREVIATIONS

CL - CENTER LINE
 CE - CEILING
 CB - CLOSET
 ST - STAIRS
 H - HALLWAY
 B - BATHROOM
 K - KITCHEN
 L - LIVING
 BR - BEDROOM
 WC - W.C.
 P - PANTRY
 S - STORAGE
 C - CLOSET
 H.C. - HALL CLOSET
 S.C. - STORAGE CLOSET

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.

DATE: 10/1/2004

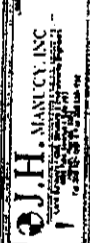
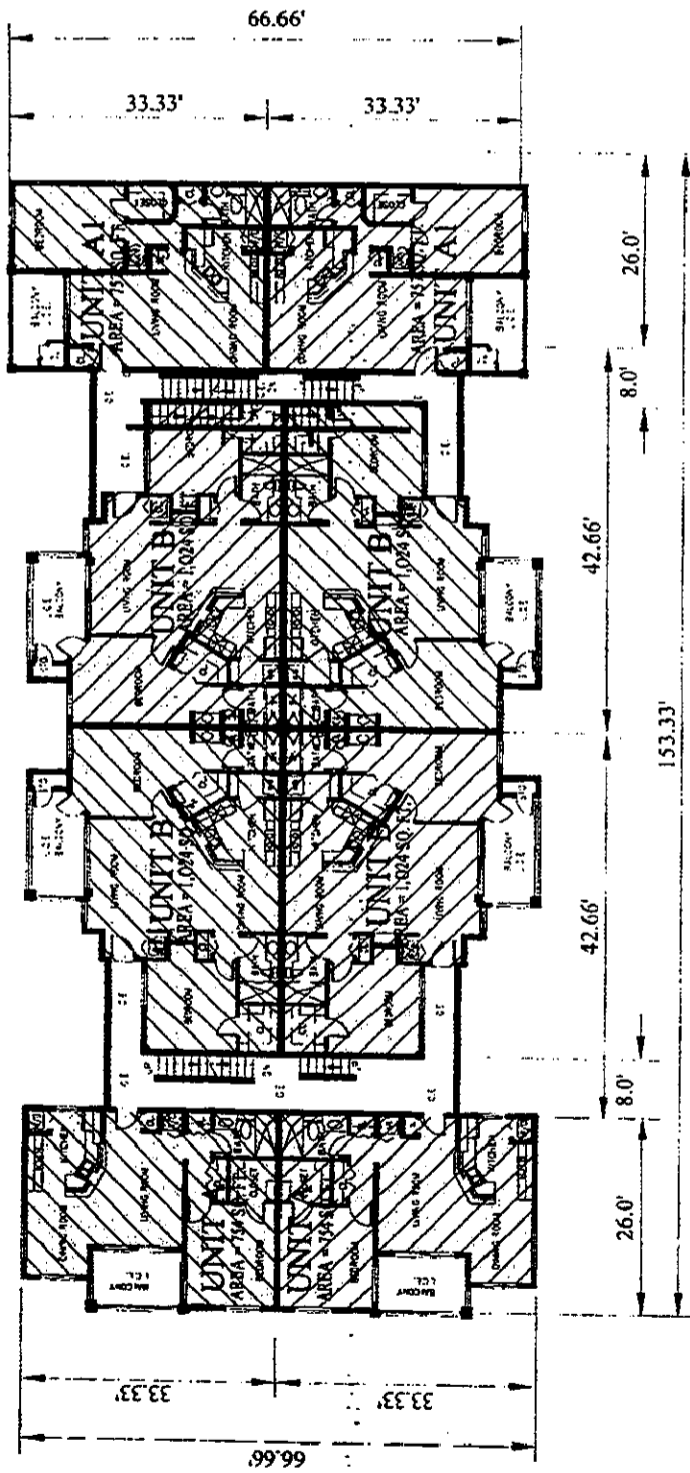


EXHIBIT "2"

<p>Summerbreeze, a Condominium</p> <p>FOR: Summerbreeze, Inc. 10/1/2004</p>	
<p>DATE: 10/1/2004</p>	<p>20</p>

Summerbreeze, a Condominium
 Typical Building "ABA1" (Third Floor Plan)



ABBREVIATIONS

- CL- CENTER LINE
- DL- DOWN LINE
- UL- UP LINE

NOTE: DIMENSIONS ARE IN FEET AND INCHES.
 -ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 -ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

EXHIBIT "2"

<p>O.J.H. MANUCY, INC. 1000 N. W. 10th Ave., Suite 1000, Ft. Lauderdale, FL 33304 (305) 463-1111</p>		<p>PROJECT NO. _____ SHEET NO. _____</p>
<p>OWNER: _____ ARCHITECT: _____</p>		<p>DATE: _____</p>
<p>PROJECT NAME: Summerbreeze, a Condominium</p>		<p>21</p>

Summerbreeze, a Condominium

Typical Building "ABA1" Roof Plan

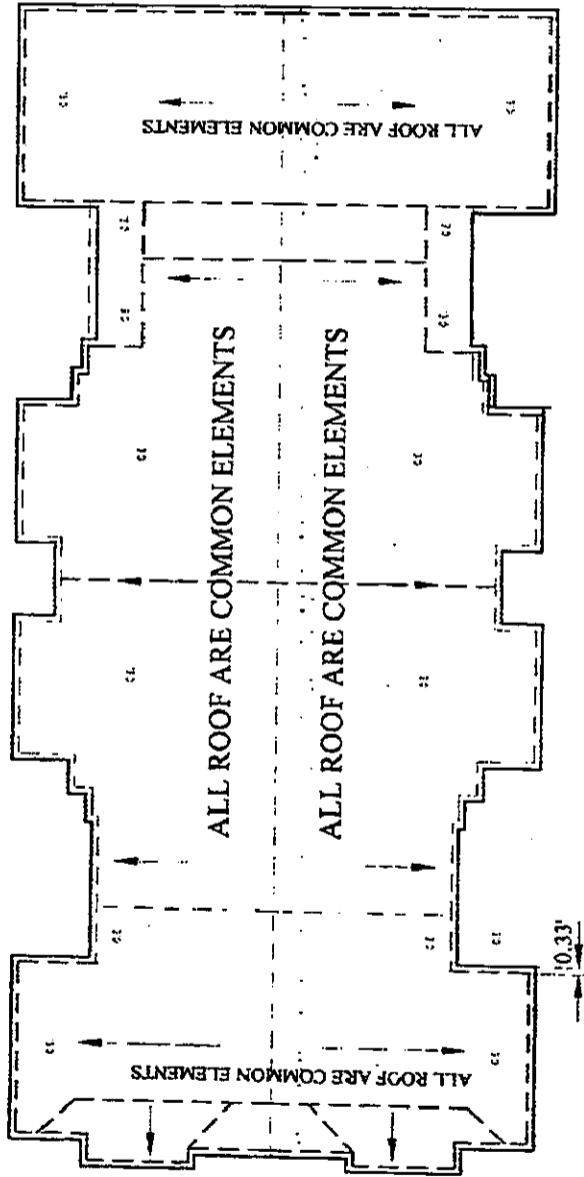
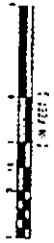


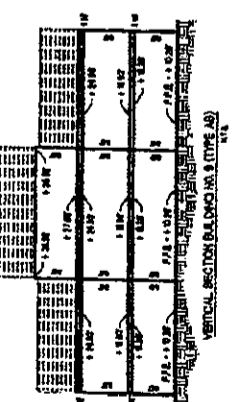
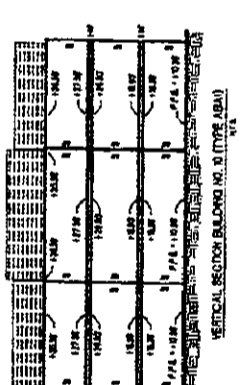
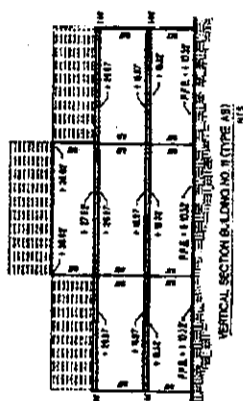
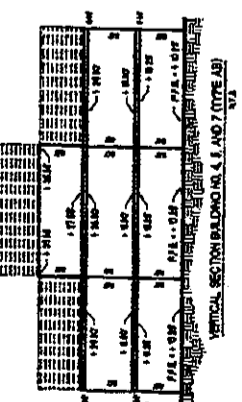
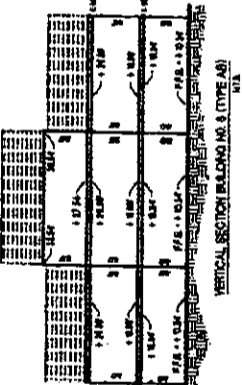
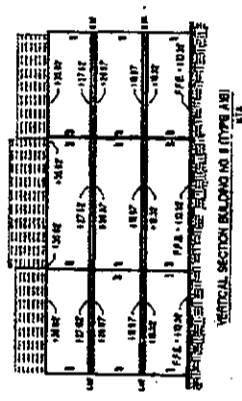
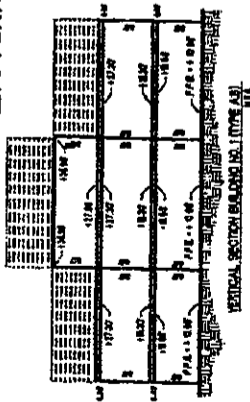
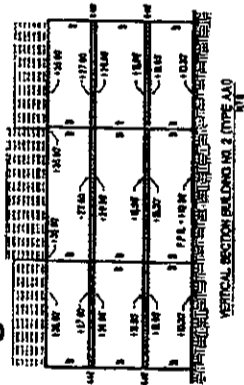
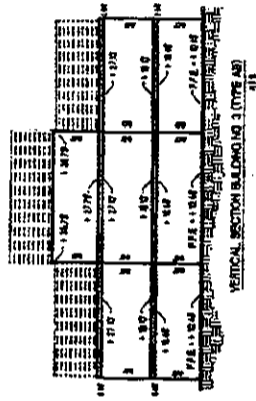
EXHIBIT "2"

ABBREVIATIONS
 S-111- MASTER UNITS COMMON ELEMENTS
 S-112- GUEST COMMON ELEMENTS

NOTES
 -ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET
 -ALL ROOF ARE COMMON ELEMENTS
 -SEE DRAWING S-111 FOR MORE INFORMATION

O.J.H. MANUZY, INC. ARCHITECTS 1000 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 Phone: (305) 555-1111 Fax: (305) 555-1112	
PROJECT NAME Summerbreeze, a Condominium 301 LAWRENCE ST. S.W. UNIT 1, 1022	SHEET NO. 22
DATE 12-15-11	SCALE AS SHOWN

Summerbreeze, a Condominium Elevations Building

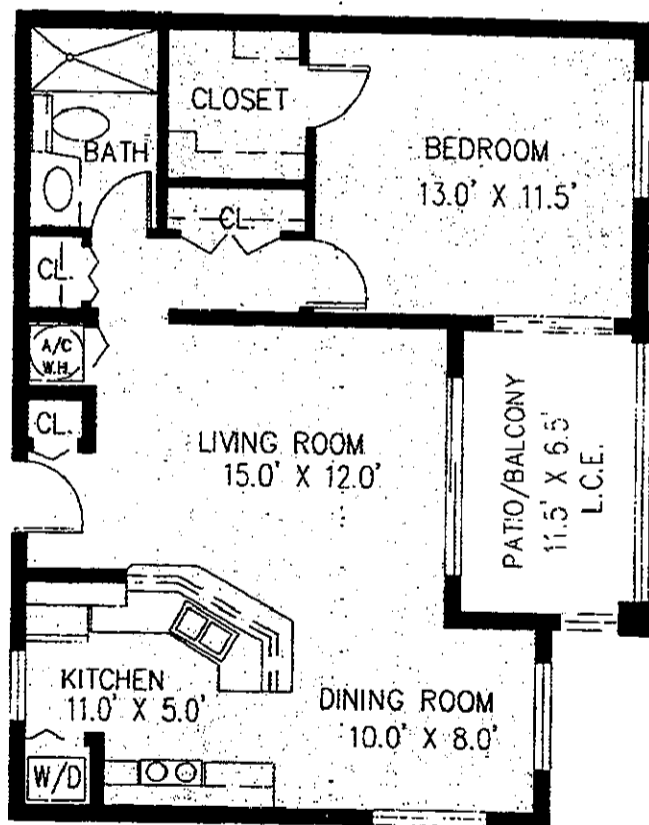


NOTE: F.F.E. - FINISH FLOOR ELEVATION

EXHIBIT "2"

<p>DATE: 08/14/2013 DRAWN BY: J. H. MANUCCI, INC. CHECKED BY: J. H. MANUCCI, INC. PROJECT: Summerbreeze, a Condominium SHEET: 23 OF 23</p>	<p>Summerbreeze, a Condominium</p> <p>187 LAWRENCE AVE. SUITE 200 SEASIDE, CA 94134 TEL: (415) 435-1111 FAX: (415) 435-1112</p>	<p>23</p>
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Summerbreeze, a Condominium Typical Unit "A"



TYPICAL UNIT "A"

ONE BEDROOM/ONE BATHROOM
UNIT AREA = 754 SQUARE FEET
PATIO/BALCONY = 84 SQUARE FEET

NOTE: UNIT SQUARE FOOTAGE WAS COMPUTED TO CENTERLINE OF COMMON WALLS AND TO EXTERIOR FACE OF EXTERIOR PERIMETER WALLS.

ABBREVIATIONS

(L.C.E.) - OWNER'S LIMITED COMMON ELEMENT
(L.C.E.) - OWNER'S COMMON ELEMENT

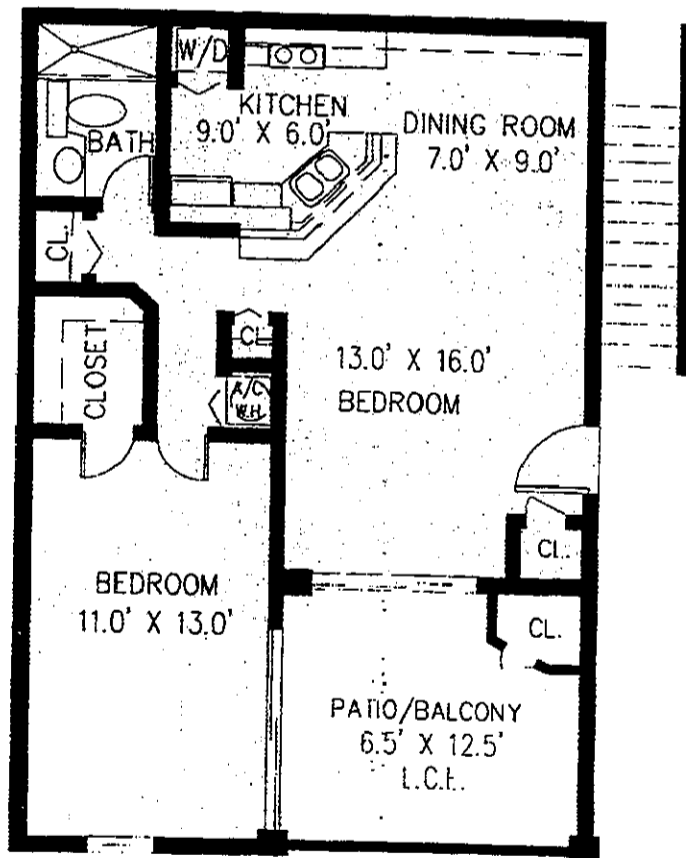
NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET

EXHIBIT "2"

<p>J.H. MANUCY, INC. Architectural & Engineering Firm 1000 N. W. 10th St., Suite 100 Fort Lauderdale, FL 33304 Phone: (305) 463-1111</p>			<p align="center">Summerbreeze, a Condominium 9997 SUMMERBREEZE DRIVE, SUWANEE, FL 31782</p>	<p>DATE: 11/11/03 SCALE: 1/8" = 1'-0" DRAWN BY: JHM CHECKED BY: JHM PROJECT NO.: 03-001 SHEET NO.: 24 OF 24</p>
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Summerbreeze, a Condominium

Typical Unit "A1"



TYPICAL UNIT "A1"

ONE BEDROOM/ONE BATHROOM
 UNIT AREA - 757 SQUARE FEET
 PATIO/BALCONY - 98 SQUARE FEET

NOTE: UNIT SQUARE FOOTAGE WAS COMPUTED TO CENTERLINE OF COMMON WALLS AND TO EXTERIOR FACE OF EXTERIOR PERIMETER WALLS.

ABBREVIATIONS :

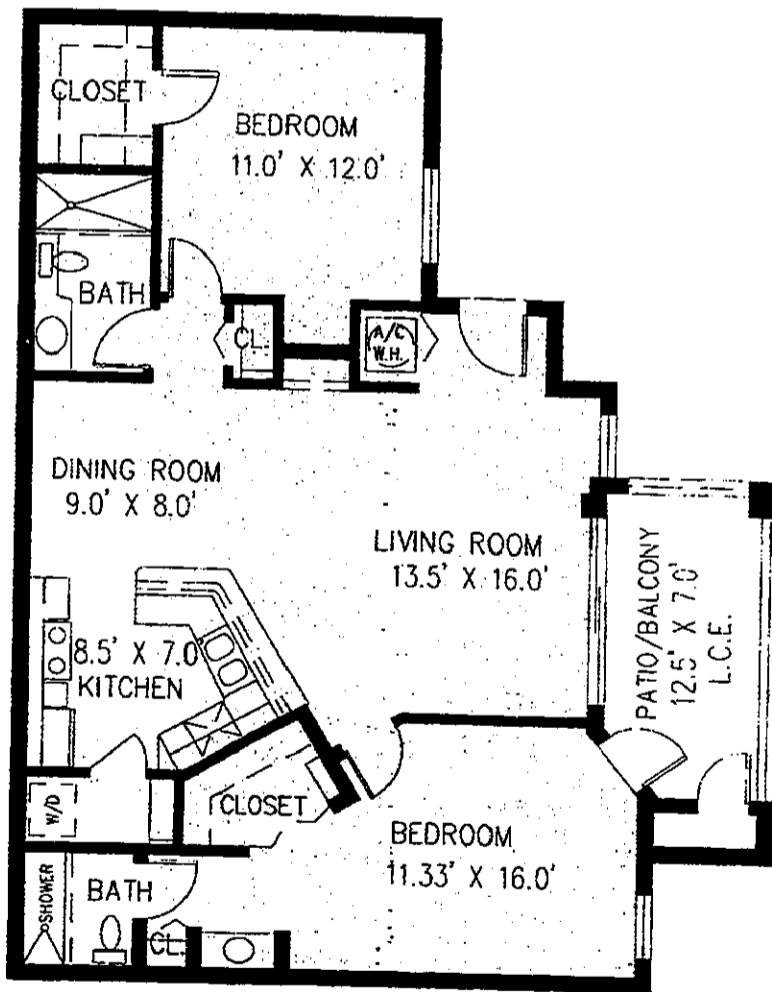
(C.E.) - OWNER'S LIMITED COMMON ELEMENT
 (L.C.E.) - OWNER'S COMMON ELEMENT

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET

EXHIBIT "2"

<p>J.H. MANUCY, INC. 1000 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33304 Phone: (954) 561-1111</p>		<p align="center">Summerbreeze, a Condominium</p> <p align="center">9917 Summerbreeze Lane, Sunrise, FL 33327</p>	<p align="right">25</p>
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Summerbreeze, a Condominium Typical Unit 'B'



TYPICAL UNIT "B"

TWO BEDROOMS/TWO BATHROOMS
UNIT AREA - 1,024 SQUARE FEET
PATIO/BALCONY - 110 SQUARE FEET

NOTE: UNIT SQUARE FOOTAGE WAS COMPUTED TO CENTERLINE OF COMMON WALLS AND TO EXTERIOR FACE OF EXTERIOR PERIMETER WALLS.

ABBREVIATIONS

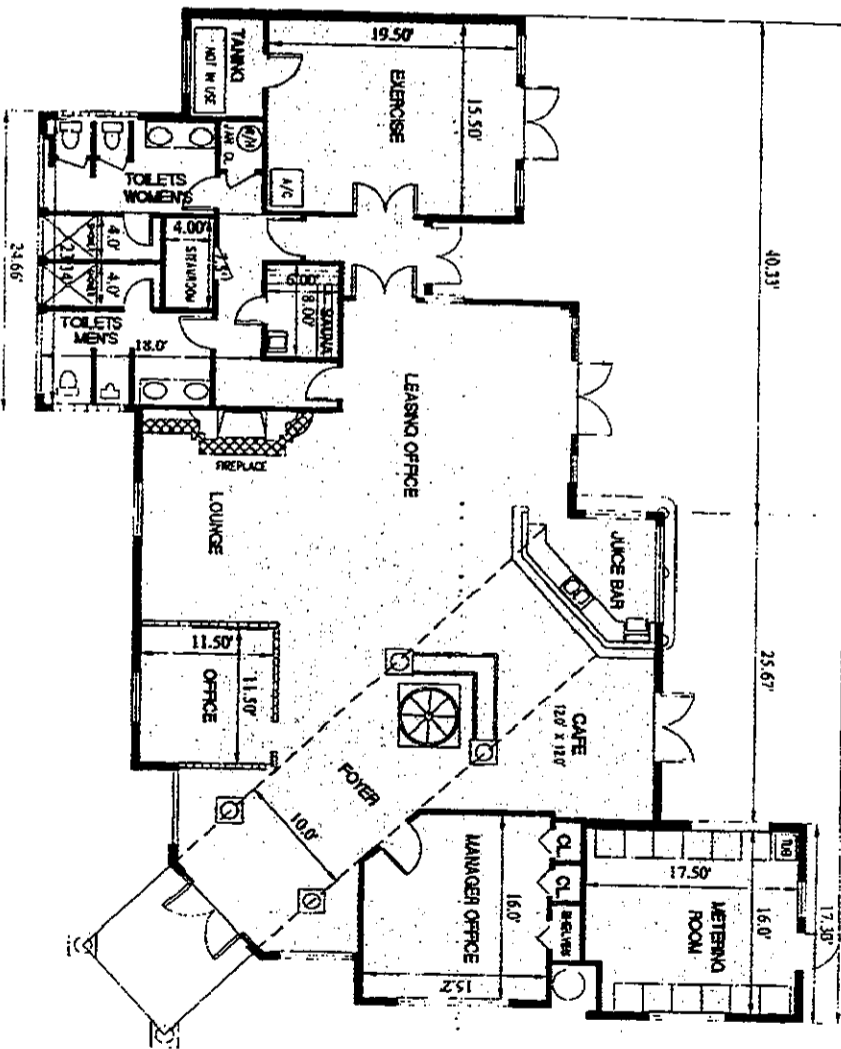
(C.C.) - BRONCH'S LIMITED COMMON ELEMENT
(C.L.) - BRONCH'S COMMON ELEMENT

NOTE: ALL DIMENSIONS ARE IN FEET AND DIMENSIONS OF 21-1

EXHIBIT "2"

<p>J.H. MANLEY, INC. Architectural & Engineering Services 1000 N. 10th Street, Suite 200 Tampa, FL 33602 Tel: 813-288-1111</p>		<p align="center">Summerbreeze, a Condominium 9997 SUMMERBREEZE DRIVE, SUMMERBREEZE, FL 33527</p>	<p>Scale: 1/8" = 1'-0" Date: 11/11/03 Drawing No: 26 Sheet No: 26 of 50</p> <p align="right">26</p>
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Summerbreeze, a Condominium Clubhouse Building Plan



NOTE:
1. JOHNSON NET 4' 0" x 12' 0" x 12' 0"
2. ALL DIMENSIONS ARE IN FEET AND INCHES
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED

ABBREVIATIONS:
1. ALL DIMENSIONS ARE IN FEET AND INCHES
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED

<p>DATE: 10/15/2003</p> <p>BY: J.H. MANLEY, INC.</p> <p>PROJECT NAME: Summerbreeze, a Condominium</p> <p>271 SANDHILL DRIVE, SUITE 100, SANDHILL, OR 97131</p>		<p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 10/15/2003</p> <p>BY: J.H. MANLEY, INC.</p> <p>PROJECT NAME: Summerbreeze, a Condominium</p> <p>271 SANDHILL DRIVE, SUITE 100, SANDHILL, OR 97131</p>
<p>27</p>		<p>27</p>

Summerbreeze, a Condominium Units Area Table

BUILDING No.	TYPICAL	UNIT No.	UNIT TYPE			FLOOR			AREA (SQFT)	
			A	A1	B	FIRST	SECOND	THIRD	UNIT	PATROL/ALCOV
1	AB	101							74	84
		102							102	110
		103							102	110
		104							102	110
		105							102	110
		106							102	110
		107							102	110
		108							102	110
		109							102	110
		110							102	110
		111							74	84
		112							74	84
		113							102	110
TOTAL		30	1	1	1			1024	1100	
2	AA1	201							74	84
		202							102	110
		203							102	110
		204							102	110
		205							102	110
		206							102	110
		207							102	110
		208							102	110
		209							102	110
		210							102	110
		211							74	84
		212							74	84
		TOTAL		24	1	1	1			1024
3	AB	301							74	84
		302							102	110
		303							102	110
		304							102	110
		305							102	110
		306							102	110
		307							102	110
		308							102	110
		309							102	110
		310							74	84
		311							74	84
		312							102	110
		TOTAL		30	1	1	1			1024
4	AB	401							74	84
		402							102	110
		403							102	110
		404							102	110
		405							102	110
		406							102	110
		407							102	110
		408							102	110
		409							102	110
		410							74	84
		411							74	84
		412							102	110
		TOTAL		24	1	1	1			1024

NOTES - ALL AREAS ARE A 53.48' x 71'

J.H. MANUCKY, INC.
Architect

Summerbreeze, a Condominium
397 Kawasheen, P.O. Box 5, 1932

28

Summerbreeze, a Condominium Units Area Table

BUILDING No.	TYPICAL	UNIT No.	UNIT TYPE			FLOOR			UNIT AREA (SQ FT)	PATRONAL COMMON
			A	AI	B	FIRST	SECOND	THIRD		
5	AB	501							81	
		502							81	
		503							81	
		504							81	
		505							81	
		506							81	
		507							81	
		508							81	
		509							81	
		510							81	
		511							81	
		512							81	
		513							81	
TOTAL		32						2608		
6	AB	601							81	
		602							81	
		603							81	
		604							81	
		605							81	
		606							81	
		607							81	
		608							81	
		609							81	
		610							81	
		611							81	
		612							81	
		TOTAL		32						2608
7	AB	701							81	
		702							81	
		703							81	
		704							81	
		705							81	
		706							81	
		707							81	
		708							81	
		709							81	
		710							81	
		711							81	
		712							81	
		TOTAL		32						2608
8	A1B	801							81	
		802							81	
		803							81	
		804							81	
		805							81	
		806							81	
		807							81	
		808							81	
		809							81	
		810							81	
		811							81	
		812							81	
		TOTAL		32						2608

NOTES - ALL AREAS ARE A SCALE PER

DATE: 08/11/2011

BY: [Signature]

O.J.H. MANUCY, INC.

1991 S.W. 26TH AVE. SUITE 100

MIAMI, FL 33135

TEL: 305-555-1234

Summerbreeze, a Condominium

1991 S.W. 26TH AVE. SUITE 100

MIAMI, FL 33135

UNIT: 29

DATE: 08/11/2011

BY: [Signature]

EXHIBIT "2"

CFN # 104479742, OR BK 38516 PG 1872, Page 55 of 222

Exhibit "3"

EXHIBIT 3 TO DECLARATION OF CONDOMINIUM

OF

Summerbreeze, a Condominium

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND COMMON SURPLUS AND SHARING OF COMMON EXPENSES.

Bldg. 1

101	A	754/213450
102	A	754/213450
103	B	1024/213450
104	B	1024/213450
105	B	1024/213450
106	B	1024/213450
107	B	1024/213450
108	B	1024/213450
109	A	754/213450
110	A	754/213450
111	A	754/213450
112	A	754/213450
113	B	1024/213450
114	B	1024/213450
115	B	1024/213450
116	B	1024/213450
117	B	1024/213450
118	B	1024/213450
119	A	754/213450
120	A	754/213450

Bldg. 2

201	A	754/213450
202	A	754/213450
203	A	754/213450
204	A1	757/213450
205	A1	757/213450
206	A1	757/213450
207	A1	757/213450
208	A1	757/213450
209	A1	757/213450
210	A	754/213450
211	A	754/213450
212	A	754/213450
213	A	754/213450
214	A	754/213450
215	A	754/213450
216	A1	757/213450
217	A1	757/213450
218	A1	757/213450
219	A1	757/213450
220	A1	757/213450
221	A1	757/213450
222	A	754/213450
223	A	754/213450
224	A	754/213450

Bldg. 3

301	A	754/213450
302	A	754/213450
303	A	754/213450
304	B	1024/213450
305	B	1024/213450
306	B	1024/213450
307	B	1024/213450
308	B	1024/213450
309	B	1024/213450
310	A	754/213450
311	A	754/213450
312	A	754/213450
313	A	754/213450

314	A	754/213450
315	A	754/213450
316	B	1024/213450
317	B	1024/213450
318	B	1024/213450
319	B	1024/213450
320	B	1024/213450
321	B	1024/213450
322	A	754/213450
323	A	754/213450
324	A	754/213450

Bldg. 4

401	A	754/213450
402	A	754/213450
403	A	754/213450
404	B	1024/213450
405	B	1024/213450
406	B	1024/213450
407	B	1024/213450
408	B	1024/213450
409	B	1024/213450
410	A	754/213450
411	A	754/213450
412	A	754/213450
413	A	754/213450
414	A	754/213450
415	A	754/213450
416	B	1024/213450
417	B	1024/213450
418	B	1024/213450
419	B	1024/213450
420	B	1024/213450
421	B	1024/213450
422	A	754/213450
423	A	754/213450
424	A	754/213450

Bldg. 5

501	A	754/213450
502	A	754/213450
503	B	1024/213450
504	B	1024/213450
505	B	1024/213450
506	B	1024/213450
507	B	1024/213450

508	B	1024/213450
509	A	754/213450
510	A	754/213450
511	A	754/213450
512	A	754/213450
513	B	1024/213450
514	B	1024/213450
515	B	1024/213450
516	B	1024/213450
517	B	1024/213450
518	B	1024/213450
519	A	754/213450
520	A	754/213450

Bldg. 6

601	A	754/213450
602	A	754/213450
603	B	1024/213450
604	B	1024/213450
605	B	1024/213450
606	B	1024/213450
607	B	1024/213450
608	B	1024/213450
609	A	754/213450
610	A	754/213450
611	A	754/213450
612	A	754/213450
613	B	1024/213450
614	B	1024/213450
615	B	1024/213450
616	B	1024/213450
617	B	1024/213450
618	B	1024/213450
619	A	754/213450
620	A	754/213450

Bldg. 7

701	A	754/213450
702	A	754/213450
703	B	1024/213450
704	B	1024/213450
705	B	1024/213450
706	B	1024/213450
707	B	1024/213450
708	B	1024/213450
709	A	754/213450
710	A	754/213450
711	A	754/213450
712	A	754/213450
713	B	1024/213450
714	B	1024/213450
715	B	1024/213450
716	B	1024/213450
717	B	1024/213450
718	B	1024/213450
719	A	754/213450
720	A	754/213450

Bldg. 8

801	A1	757/213450
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802	A1	757/213450
803	A1	757/213450
804	B	1024/213450
805	B	1024/213450
806	B	1024/213450
807	B	1024/213450
808	B	1024/213450
809	B	1024/213450
810	A1	757/213450
811	A1	757/213450
812	A1	757/213450
813	A1	757/213450
814	A1	757/213450
815	A1	757/213450
816	B	1024/213450
817	B	1024/213450
818	B	1024/213450
819	B	1024/213450
820	B	1024/213450
821	B	1024/213450
822	A1	757/213450
823	A1	757/213450
824	A1	757/213450

Bldg. 9

901	A	754/213450
902	A	754/213450
903	B	1024/213450
904	B	1024/213450
905	B	1024/213450
906	B	1024/213450
907	B	1024/213450
908	B	1024/213450
909	A	754/213450
910	A	754/213450
911	A	754/213450
912	A	754/213450
913	B	1024/213450
914	B	1024/213450
915	B	1024/213450
916	B	1024/213450
917	B	1024/213450
918	B	1024/213450
919	A	754/213450
920	A	754/213450

Bldg. 10

1001	A	754/213450
1002	A	754/213450
1003	A	754/213450
1004	B	1024/213450
1005	B	1024/213450
1006	B	1024/213450
1007	B	1024/213450
1008	B	1024/213450
1009	B	1024/213450
1010	A1	757/213450
1011	A1	757/213450
1012	A1	757/213450
1013	A1	757/213450

1014	A1	757/213450
1015	A1	757/213450
1016	B	1024/213450
1017	B	1024/213450
1018	B	1024/213450
1019	B	1024/213450
1020	B	1024/213450
1021	B	1024/213450
1022	A	754/213450
1023	A	754/213450
1024	A	754/213450

Bldg. 11

1101	A	754/213450
1102	A	754/213450
1103	B	1024/213450
1104	B	1024/213450
1105	B	1024/213450
1106	B	1024/213450
1107	B	1024/213450
1108	B	1024/213450
1109	A	754/213450
1110	A	754/213450
1111	A	754/213450
1112	A	754/213450
1113	B	1024/213450
1114	B	1024/213450
1115	B	1024/213450
1116	B	1024/213450
1117	B	1024/213450
1118	B	1024/213450
1119	A	754/213450
1120	A	754/213450

CFN # 104479742, OR BK 38516 PG 1878, Page 71 of 222

Exhibit "4"

Prepared By: Maria Fernandez-Valle, Esq.
10570 N.W. 27th Street, Suite 103
Miami, Florida 33172
(305) 597-9977
Florida Bar #371564

Articles of Incorporation
of
Summerbreeze Condominium Association Inc.
(a Florida corporation not for profit)

In order to form a corporation not for profit under the laws of the State of Florida, we, the undersigned, do hereby associate ourselves into a corporation for the purposes herein specified and to that end we do by these Articles of Incorporation set forth:

ARTICLE I

The name of the corporation shall be Summerbreeze Condominium Association Inc., hereinafter referred to as the "Association".

ARTICLE II

The purpose and objectives of the Association shall be to administer the operation and management of Summerbreeze, a Condominium, (the "Condominium") in accordance with the Florida Condominium Act (the "Act") upon land situated in Broward County, Florida, in accordance with the rights reserved by Developer as contained in the Declaration of Condominium of Summerbreeze, a Condominium, recorded in the Public Records of Broward County, Florida and to perform the acts and duties incident to the administration, operation and management of such condominium in accordance with the terms, provisions, conditions and authorizations of these Articles of Incorporation, the Bylaws of the Association to be adopted (the "Bylaws") and in the formal Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Broward County, Florida, when the land and the improvements constructed thereof are submitted to the condominium form of ownership; and to operate, encumber, lease, manage, convey, trade and otherwise deal with the land, the improvements and such other property, whether real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III

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

- A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered.
- B. All of the powers reasonable and necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:
 - 1. Make and establish reasonable rules and regulations governing use of the units, common elements and limited common elements in and of the Condominium as such terms are defined in the Declaration.
 - 2. Power to Manage Condominium Property and to Contract, Sue, and Be Sued.--The association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers. For these purposes, the powers of the association include, but are not limited to, the maintenance, management, and operation of the condominium property. The association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest to most or all unit owners.
 - 3. Assessments; Management of Common Elements.--The association has the power to make and collect assessments and to lease, maintain, repair, and replace the common elements.
 - 4. Right of Access to Units.--The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.
 - 5. Title to Property.--
 - a) The association has the power to acquire title to property or otherwise hold, convey, lease, and mortgage association property for the use and benefit of its members. The power to acquire personal property shall be exercised by the board of administration.
 - b) Subject to the provisions of s. 718.112(2)(m), the association, through its board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

6. Purchase of Leases.--The association has the power to purchase any land or recreation lease upon the approval of the voting interest.
7. Purchase of Units.--The association has the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey them. There shall be no limitation on the association's right to purchase a unit at a foreclosure sale resulting from the association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure.
8. Easements.-- The board of administration has the authority, without the joinder of any unit owner, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements or association property. This subsection does not authorize the board of administration to modify, move, or vacate any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without the consent or approval of those other persons having the use or benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of Florida Statute 718.104(4)(n) or the powers enumerated in subsection (3).
9. Insurance.--
 - a) A unit-owner controlled association shall use its best efforts to obtain and maintain adequate insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the association. If the association is developer controlled, the association shall exercise due diligence to obtain and maintain such insurance. Failure to obtain and maintain adequate insurance during any period of developer control shall constitute a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless said members can show that despite such failure, they have exercised due diligence.
 - b) Every hazard insurance policy shall provide primary coverage for:
 - (1) All portions of the Condominium property located outside the unit;
 - (2) The Condominium property located inside the units as such property was initially installed, or replacements thereof, of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications

are not available, as they existed at the time the unit was initially conveyed; and

- (3) All portions of the Condominium property for which the declaration requires coverage. Anything to the contrary notwithstanding the terms "Condominium property," "Building," "improvements," "insurable improvements," "common elements," "association property" or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floors, walls, and ceiling coverings, electrical fixtures, appliances, air conditioners or heating equipment, water heaters, water filters, built in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioner compressors that service only an individual unit whether, or not located within the unit boundary, the foregoing is intended to establish the property or casualty insuring responsibility of the association and those of the individual unit owners and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit.
- (c) Every hazard insurance policy issued or renewed to an individual unit owner shall provide the coverage afforded, by such policy in excess over the amount recoverable under any other policy covering the same property. Each Insurance policy issued to an individual unit owner providing such coverage shall be without the rights of subrogation against the condominium association that operates the condominium in which such unit owners unit is located. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage to be provided by the association shall be insured by the individual unit owner.
- (d) The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign

checks and the president, secretary, and treasurer of the association.
The association shall bear the cost of bonding.

10. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws and all rules and regulations governing use of the Condominium which may from time to time be established.
11. Exercise, undertake and accomplish all of the right, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Condominium Statutes.
12. The bylaws shall include a provision granting the association a limited power to convey a portion of the common element to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE IV

The qualification of members, the manner of their admission to and termination of membership and voting by members shall be as follows:

- A. The Developer shall be a member of the Association as long as the developer owns units in the association. The record owners of all units in the Condominium shall be members of the Association and no other persons or entities shall be entitled to membership, except as provided in Paragraph E, Article IV, hereof.
- B. Membership shall be established by the acquisition of legal title to a unit in the Condominium or in added units or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such unit; provided however that, nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more units at any time while such person or entity shall retain fee title to or a fee ownership interest in any unit.
- C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the unit owned by such member. The funds and assets of the Association shall be held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws.

- D. On all matters upon which the membership shall be entitled to vote, there shall be one vote, and only one vote, for each unit in the condominium, which vote may be exercised or cast by the owner of each unit as may be provided in the Bylaws of the Association. Should any person or entity own more than one unit, such member shall be entitled to exercise or cast one vote for each such unit in the manner provided by the Bylaws.
- E. Until such time as the land and the improvements constructed thereon are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Broward County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE V

The term of the Association shall be perpetual or if the condominium is terminated, the term shall end as soon after termination of the condominium as its affairs can be concluded.

ARTICLE VI

The principal office of the Association shall be located in Florida. The affairs of the Association shall be managed by the Board of Administration. The Board of Administration shall be comprised of three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such an event occurs, the Board of Administration shall be comprised of five persons. The members of the Board of Administration shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws. The Board of Administration may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the condominium and the affairs of the Association and any and all such persons and/or entities may be so employed without regard to whether any such person or entity is a member of the Association or a member of the Board of Administration or officer of the Association, as the case may be.

The Board of Administration shall have a President, a Secretary and a Treasurer, and if so decided one or more assistants to such offices. The officers of the Association shall act subject to the direction of the Board of Administration and shall be elected by a majority of the Board of Administration. The President shall be elected from the membership of the Board of Administration but no other officer need be a member of the Board of Administration. The same person may hold two offices.

The Developer shall have the right to maintain control of the Association subject to the provisions of the Condominium Act and considering the fact that this Association is created for the purposes of operating and managing the condominium property.

ARTICLE VII

The name and address of the members of the first Board of Administration, who subject to the provisions of the laws of the State of Florida, these Articles of Incorporation and the Bylaws, shall hold office until their successors are elected pursuant to provisions and procedures set forth in the Bylaws, and take possession, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mauricio Cayon	3822 West 12 Ave. Hialeah, Florida 33012
Shahin Etessam	3822 West 12 Ave. Hialeah, Florida 33012
Jaime Lopez	3822 West 12 Ave. Hialeah, Florida 33012

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Administration of the Association. The names of the subscribers and their addresses are set forth in Article VII hereof.

ARTICLE VIII

The officers of the corporation who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws shall be the following:

PRESIDENT:	Mauricio Cayon
SECRETARY:	Shahin Etessam
TREASURER:	Jaime Lopez

ARTICLE IX

The original Bylaws of the Association shall be adopted by a majority of the subscribers to these Articles of Incorporation at a meeting at which a majority of the subscribers are present.

ARTICLE X

Every member of the Board of Administration 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 or any settlement of 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 member of the Board of Administration or officer of the Association, whether or not he is a Board of Administration or officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Administration or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claims for reimbursement or indemnification hereunder based upon a settlement by the member or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Administration approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights which such member or officer may be entitled. The Association shall carry errors and omission insurance in favor of officers and members of the Board of Administration.

ARTICLE XI

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration or the Association acting upon a vote of the majority of the members, or by the members of the Association owning a majority of the units in the condominium at the time declared or added, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board or member, such proposed amendment shall be transmitted to the President of the Association or the acting Chief Executive Officer in the absence of the President, who shall thereupon call a special meeting of the membership for a date not sooner than twenty days or later than sixty days from the receipt by him of the proposed amendment, and it shall be the duty of the Secretary to provide each member written notice for such meeting stating the time and place of the meeting and reciting the proposed amendments in reasonable detailed form which notice shall be mailed or presented personally to each member not less than fourteen days nor more than thirty days before the date set for such meeting. If mailed, such notice shall be deemed properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment proposed must be approved by an affirmative vote of the member owning not less than two-thirds of the units in the condominium in order for such amendment to become effective. Thereupon, such amendments of these articles of incorporation shall be transcribed and certified in such form as may be necessary

to file the same in the office of the Secretary of the State of Florida. A certified copy of each such amendment shall be recorded in the Public Records of Broward County, Florida within thirty days from the date on which the same is filed in the office of the Secretary of State. No Amendment is valid unless recorded with identification on the first page thereof of the book and page of the public records where the declaration of each condominium operated by the Association is recorded.

ARTICLE XII

When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

- a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
- d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or
- e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same

manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than 60 days' notice of an election for the members of the board of administration. The election shall proceed as provided in s. 718.112(2)(d). The notice may be given by any unit owner if the association fails to do so. Upon election of the first unit owner other than the developer to the board of administration, the developer shall forward to the division the name and mailing address of the unit owner board member.

1. If a developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:
 - a) Assessment of the developer as a unit owner for capital improvements.
 - b) Any action by the association that would be detrimental to the sales of units by the developer. However, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.
2. At the time that unit owners, other than the developer, elect a majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association which is held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the association:
 - a) The original or a photocopy of the recorded declaration of condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the developer or an officer or agent of the developer as being a complete copy of the actual recorded declaration.
 - b) A certified copy of the articles of incorporation of the association or, if the association was created prior to the effective date of this act and it is not incorporated, copies of the documents creating the association.

- c) A copy of the bylaws.
- d) The minute books, including all minutes, and other books and records of the association, if any.
- e) Any house rules and regulations which have been promulgated.
- f) Resignations of officers and members of the board of administration who are required to resign because the developer is required to relinquish control of the association.
- g) The financial records, including financial statements of the association, and source documents from the incorporation of the association through the date of turnover. The records shall be audited for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amount of assessments.
- h) Association funds or control thereof.
- i) All tangible personal property that is property of the association, which is represented by the developer to be part of the common elements or which is ostensibly part of the common elements, and an inventory of that property.
- j) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site with a certificate in affidavit form of the developer or the developer's agent or an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of his or her knowledge

and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than 3 years after the completion of construction or remodeling of the improvements, the requirements of this paragraph do not apply.

- k) A list of the names and addresses, of which the developer had knowledge at any time in the development of the condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the condominium or association property.
- l) Insurance policies.
- m) Copies of any certificates of occupancy which may have been issued for the condominium property.
- n) Any other permits applicable to the condominium property which have been issued by governmental bodies and are in force or were issued within 1 year prior to the date the unit owners other than the developer take control of the association.
- o) All written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective.
- p) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the developer's records.
- q) Leases of the common elements and other leases to which the association is a party.
- s) Employment contracts or service contracts in which the association is one of the contracting parties or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- t) All other contracts to which the association is a party.

ARTICLE XIII

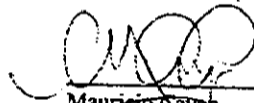
The principal place of business and mailing address is: 3822 West 12 Ave. Hialeah, Florida 33012

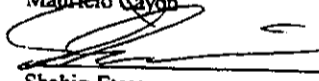
ARTICLE XIV

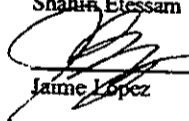
The registered agent and his address is: 3822 West 12 Ave. Hialeah, Florida 33012

Mauricio Cayon
3822 West 12 Ave.
Hialeah, Florida 33012

9th IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this the day of November, 2004.



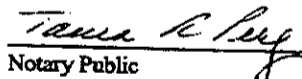
Mauricio Cayon


Shahin Etessam


Jaime Lopez

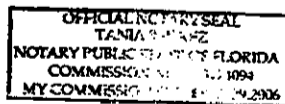
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by this 9th day of November, 2004, by Mauricio Cayon, Shahin Etessam and Jaime Lopez who is/are personally known to me or who has/have produced driver's license as identification and who did/did not take an oath.



Notary Public

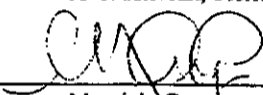
My Commission Expires:



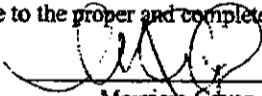
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGAIN UPON WHOM PROCESS MAY BE SERVED IN COMPLIANCE WITH SECTION 48.091 FLORIDA STATUTES. THE FOLLOWING IS SUBMITTED:

FIRST: That Summerbreeze, A Condominium Association Inc , a Florida not for profit Corporation, desiring to organize of qualify under the Laws of the State of Florida with its principal place of business at the City of Hialeah, Florida has named, Mauricio Cayon at 3822 West 12th Ave. Hialeah, Florida 33012, as its resident Agent to accept service of process within the State of Florida.

SECOND: That Summerbreeze Condominium Association Inc a Florida not for profit Corporation, hereby names 3822 West 12th Ave. Hialeah, Florida 33012 its principal place of business.

Signature: 
Mauricio Cayon
Title: President
Date: 11-9-04

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby agree to act in this capacity and I further agree to comply with the provision of all statutes relative to the proper and complete performance of my duties.

Signature: 
Mauricio Cayon
Date: 11-9-04

CFN # 104479742, OR BK 38516 PG 1893, Page 86 of 222

Exhibit "5"

Exhibit 5

Bylaws of Summerbreeze Condominium Association Inc.

Generally.-

The operation of the association shall be governed by the articles of incorporation and the bylaws of the association, which shall be included as exhibits to the recorded declaration.

I Identity

A. These are the Bylaws of Summerbreeze Condominium Association Inc. ("the Association"), a Florida corporation not for profit, the Articles of Incorporation ("the Articles") which were filed in the office of the Secretary of the State of Florida on the ____ day of _____, 2004. The Association has been organized for the purposes of administering the operation and management of Summerbreeze, a Condominium ("the Condominium") to be established in accordance with the Florida Condominium Act ("the Act") upon the land situated in Broward County, Florida.

B. The provisions of these Bylaws are applicable to the condominium and are subject to the provision of the Articles of Incorporation, a copy of the Articles and a copy of these Bylaws will be annexed as an exhibit to the Declaration of Condominium ("the Declaration"), which will be recorded in the Public Records of Broward County, Florida. The terms and provisions of the Articles of Incorporation shall control wherever the same may be in conflict herewith.

C. All members of the Association and their invitees, including without limitation to, all present or future owners and tenants of dwelling units in the Condominium ("the Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

D. This office of the Association shall be at the site of the premises of the Condominium or at such other place as may be established by resolution of the Board of Administration.

E. The Fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word Florida, the words Corporation not for profit and the year of incorporation.

G. The annual meeting of Members shall be held at the office of the Association or such other place in Broward County, Florida, as may be specified in the notice of the meeting, no later than 12 months from the prior years meet which first meeting shall be at 7:00 P.M. on the second Tuesday in May of each year for the purposes of electing members of the Board of Administration and transacting any other business authorized to be transacted by the Members. If such date shall be a legal holiday, the annual meeting date shall be the next succeeding regular business day. Written notice shall be given to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days prior to the annual meeting.

II Membership, Administration, Quorum, Voting Requirements, Proxies, and Recalls

A. The qualification of Members of the Association ("the Members"), the manner of their admission to membership and termination of such membership and voting by Members shall be as set forth in the Articles of Incorporation, the provisions of which are incorporated herein by reference.

B. The vote of the ownership of a unit owned by more than one natural person, such as tenants in common, joint tenants (except a husband and a wife as tenants in their entirety), a partnership or any other association of natural persons, or by a corporation, a trust, or any other entity

shall be cast or otherwise exercised, at a meeting at which members of the Association are entitled to vote or otherwise act by one natural person designated by the owner of such unit as the "Primary Occupant" thereof. In each instance when title to a unit is proposed to be occupied or is otherwise to become vested in more than one natural person (except a husband and wife as tenants in their entirety), a partnership or any association of natural persons, or by a corporation, a trust, or any other entity, the prospective owner shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The designated Primary Occupant shall be and remain the Primary Occupant of the Unit until such designation has been revoked by a written instrument executed by the owner of the unit or by lawful conveyance of the unit. The Primary Occupant of the unit shall be the only person entitled to cast, or exercise, in person or by proxy, the vote of the owner of such unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

C. **Quorum.** The percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of the voting interests. Except as otherwise provided in the declaration, articles of incorporation, or bylaws, decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present.

D. **Proxy.** Except as specifically otherwise provided herein, unit owners may not vote by general proxy, but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to amend the declaration; for votes taken to waive the financial reporting requirements of Florida Section 718.111 for votes taken to amend the articles of incorporation or bylaws. No proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, unit owners may vote in person at unit owner meetings.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

A member of the board of administration or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

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

E. **Board of administration meetings.** Meetings of the board of administration at which a quorum of the members is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the board of administration. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed, delivered or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an

affidavit executed by the person providing the notice and filed among the official records of the association. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notices of board meetings shall be mailed, delivered or electronically transmitted at least 14 days before the meeting to the owner of each unit. In lieu of or in addition to the physical posting of notice of any meeting of the board of administration on the condominium property, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda of a closed circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and the agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire notice and agenda. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this section. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners is inapplicable to meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

F. Special meetings. A special meeting of Members shall be held whenever called by the President, Vice-President, or by a majority of the Board of Administration, and must be called by such officer, upon receipt of a written request from members owning a majority of the units.

G. Budget meeting.

1. Any meeting at which a proposed annual budget of an association will be considered by the board or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association by the unit owner, or electronically transmit to the location furnished by the unit owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the association.

2. a. If a board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

b. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the association

which the board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property.

c. If the developer controls the board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

H. Annual budget.

1. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(21), Florida Statutes.

2. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula, which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of an association have determined, by a majority vote at a duly called meeting of the association, to provide no reserves or less reserves than required by this subsection. However, prior to turnover of control of an association by a developer to unit owners other than a developer pursuant to Section 718.301, Florida Statutes, the developer may vote to waive the reserves or reduce the funding of reserves for the first 2 fiscal years of the association's operation, beginning with the fiscal year in which the initial declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the association. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the association. Prior to turnover of control of an association by a developer to unit owners other than the developer pursuant to Section 718.301, Florida Statutes, the developer-controlled association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association.

I. Recall of board members. Any member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this process.

1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or shall proceed as set forth in subparagraph 3 of this section.

2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The board of administration shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or proceed as described in subparagraph 3.

3. If the board determines not to certify the written agreement to recall a member or members of the board, or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the meeting, file with the division a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the board, the recall will be effective upon mailing of the final order of arbitration to the association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the board any and all records of the association in their possession within 5 full business days of the effective date of the recall.

4. If the board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the board any and all records and property of the association.

5. If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division.

J. Common elements; limited power to convey.

The association has a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

III Board of Administration and Meeting of Membership

A. At the meeting of Members, the Chairman of the Board or in his absence, the President, shall preside or in the absence of both, the Members present shall select a chairman of the meeting.

B. The order of business at the annual meeting of Members, and as far as practical at other meetings of Members shall be:

1. Collection of Ballots not yet cast.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading or waiver of reading of the minutes of previous meeting.
5. Reports of the Officers.

6. Reports of Committees.
7. Appointments by Chairman of inspectors of election.
8. Election of Members of the Board of Administration.
9. Unfinished business.
10. New business.
11. Adjournment.

C. Directors shall be elected in the following manner:

1. Commencing with the election of the first Board to succeed the Board comprised of the subscribers of the Articles, Developer shall designate the number and the identity of the members of the Board which it shall be entitled to designate in accordance with the Articles and these Bylaws and upon such designation by Developer by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes members of the Board and shall thenceforth hold the offices and perform the duties of such offices until their successors have been elected or designated as the case may be and qualified in accordance with the provision of these bylaws.

2. All members of the Board whom Developer shall not be entitled to designate under these Bylaws shall be elected at unit owners meeting as follows:

(a) There shall be an annual meeting of the unit owners. A vacancy on the board caused by the expiration of a director's term shall be filled by electing a new board member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required. The terms of all members of the board shall expire upon the election of their successors at the annual meeting. Any unit owner desiring to be a candidate for board membership shall comply with subparagraph "C". A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. The validity of an action by the board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony.

(b) Written notice, which notice must include an agenda, shall be mailed, hand delivered or electronically transmitted to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted; however, if there is no condominium property or association property upon which notices can be posted, this requirement does not apply. In lieu of or in addition to the physical posting of notice of any meeting of the board of administration on the condominium property, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda of a closed circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and the agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire notice and agenda. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice shall be hand delivered, mailed or electronically transmitted to each unit owner. Notice for meetings and notice for all other purposes shall be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association shall provide notice, for meetings and all other purposes, to that one address which the developer initially identifies for that purpose and thereafter as one or more of the owners of the unit

shall so advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision.

(c) The members of the board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board, either in general elections or to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. Not less than 60 days before a scheduled election, the association shall mail, deliver or electronically deliver whether by separate association mailing or delivery or transmission or included in another association mailing or delivery or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the association not less than 40 days before a scheduled election. The association shall mail or deliver a second notice of the election to all unit owners entitled to a vote therein, together with a ballot which shall list all candidates. This second notice must be sent not less than 14 days prior to the election. Upon request of a candidate, the association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing, delivery, or transmission of the ballot with the costs of mailing or delivery or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The association shall follow the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes that establish rules for giving notice by electronic transmission and rules providing for the secrecy of the ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board. No unit owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid, provided any unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain assistance in casting the ballot. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election is not required unless more candidates file notices of intent to run than board vacancies exist. Notwithstanding the above, rule 61B-23.0026, F.A.C. shall be followed by the developer and unit owners when using owners proxies for elections to fill vacancies when recalling and replacing a Board Member.

(d) Any approval by the unit owners called for by the declaration or bylaws, including, but not limited to the approval requirement in s. 718.111 (8), shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements herein relating to unit owner decision making, except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable bylaws or declaration or any statute that provides for such action.

(e) Unit owners may waive notice of specific meetings.

(f) Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

(g) Any unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the division.

(h) Any vacancy occurring on the board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements herein. A board member appointed or elected under this section shall fill the vacancy for the unexpired term of the seat being filled.

3. Right to Recall and Replace a Board Member; Developers; Other Unit Owners:

(1) Developer Representatives. When both a developer and other unit owners are entitled to representation on a board of administration pursuant to Section 718.301, Florida Statutes, or Rule 61B-23.003, Florida Administrative Code, the following provisions apply to recall and replacement of board members elected or appointed by a developer.

(a) Only units owned by the developer shall be counted to establish a quorum for a meeting to recall and replace a board member who was elected or appointed by that developer.

(b) The percentage of voting interests required to recall a board member who was elected or appointed by a developer is a majority of the total units owned by that developer.

(c) A board member who is elected or appointed by a developer may be recalled only by that developer.

(d) Only the developer may vote, in person or by limited proxy, to fill a vacancy on the board previously occupied by a board member elected or appointed by that developer.

(2) Unit Owner Representatives. When both a developer and other unit owners are entitled to representation on a board of administration pursuant to Section 718.301, Florida Statutes, or Rule 61B-23.003, Florida Administrative Code, the following provisions apply to recall and replacement of board members elected or appointed by unit owners other than a developer:

(a) Only units owned by unit owners other than a developer shall be counted to establish a quorum at a meeting to recall and replace a board member elected by unit owners other than a developer.

(b) The percentage of voting interests required to recall a board member elected by unit owners other than a developer, is a majority of the total units owned by unit owners other than a developer.

(c) A board member who is elected by unit owners other than a developer may be recalled only by unit owners other than a developer.

(d) Only unit owners other than a developer may vote, in person or by limited proxy, to fill a vacancy on the board previously occupied by a board member elected by unit owners other than a developer.

D. The organization meeting of a newly elected or designated Board shall be held immediately following the adjournment of the membership meeting at which they were elected, if notification to the unit owners is posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting.

E. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, assistant secretaries and assistant treasurers as the Board. The president shall be elected from the membership of the Board; but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible. The Board may from time to time elect such other officers and designate their powers and duties as the Board may deem necessary properly to manage the affairs of the Association. Officer may be removed from office by the Board.

F. The President shall be the Chief Executive Officer of the Association. He shall have all of the power and duties which are usually vested in the office of President of a corporation not for profit, including, but not limited, to the power to appoint committees 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. He shall have such additional powers as the Board may designate.

G. 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 duties as shall be prescribed by the Board.

H. The Secretary shall keep the minutes of all proceedings of the Board and the members. He shall attend to the giving and serving of all notices to the members of the board and such other notices as may be 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 a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

I. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and account 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.

J. The officers shall serve without compensation and at the pleasure of the Board of Administration. This provision shall not preclude the Board from employing a member of the Board as an employee of the Association, nor preclude contracting with a member of the Board for the management of the condominium.

K. Transfer of Control by Developer

1. The affairs of the Association shall be managed by the Board of Administration. The Board of Administration shall be comprised of three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such event occurs, the Board of Administration shall be comprised of five persons.

When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

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

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

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

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

e. Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to Section 718.403, Florida Statutes, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of

the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

2. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than 60 days' notice of an election for the members of the board of administration. The election shall proceed as provided in Section 718.112(2)(d), Florida Statutes. The notice may be given by any unit owner if the association fails to do so. Upon election of the first unit owner other than the developer to the board of administration, the developer shall forward to the division the name and mailing address of the unit owner board member.

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

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

4. At the time that unit owners other than the developer elect a majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or for the purposes of paragraph (g) not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association, which is held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the association:

- a. The original or a photocopy of the recorded declaration of condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the developer or an officer or agent of the developer as being a complete copy of the actual recorded declaration.

- b. A certified copy of the articles of incorporation of the association or, if the association was created prior to the effective date of this act and it is not incorporated, copies of the documents creating the association.

- c. A copy of the bylaws.

- d. The minute books, including all minutes and other books and records of the association, if any.

- e. Any house rules and regulations, which have been promulgated.

- f. Resignations of officers and members of the board of administration who are required to resign because the developer is required to relinquish control of the association.

- g. The financial records, including financial statements of the association and source documents from the incorporation of the association through the date of turnover. The records shall be audited for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts and related records to determine that the developer was charged and paid the proper amounts of assessments.

- h. Association funds or control thereof.
- i. All tangible personal property that is property of the association, which is represented by the developer to be part of the common elements or which is ostensibly part of the common elements, and an inventory of that property.
- j. A copy of the plans and specifications utilized in the construction or remodeling of improvements, the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site with a certificate in affidavit form of the developer or the developer's agent or an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than 3 years after the completion of construction or remodeling of the improvements, the requirements of this paragraph do not apply.
- k. A list of the names and addresses, of which the developer had knowledge at any time in the development of the condominium, of all contractors, subcontractors and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the condominium or association property.
- l. Insurance policies. Copies of any certificates of occupancy, which may have been issued for the condominium property.
- m. Any other permits applicable to the condominium property which have been issued by governmental bodies and are in force or were issued within 1 year prior to the date the unit owners other than the developer take control of the association.
- n. All written warranties of the contractor, subcontractors, suppliers and manufacturers, if any, that are still effective.
- o. A roster of unit owners and their addresses and telephone numbers, if known, as shown on the developer's records.
- p. Leases of the common elements and other leases to which the association is a party.
- q. Employment contracts or service contracts in which the association is one of the contracting parties, or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- r. All other contracts to which the association is a party.

IV Parliamentary Rules

Robert Rules of Order shall govern the conduct of the corporate proceeding when not in conflict with the Articles, these Bylaws or the Laws of the State of Florida.

V Amendment to Bylaws

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

A. Amendments to these Bylaws may be proposed by the Board, acting upon vote of a majority of the member or members of the association owning a majority of the units in the condominium whether meeting at a members meeting or by instruments in writing signed by them.

B. Upon any amendment or amendments to these Bylaws being proposed by the members of the Association, such proposed amendment shall be transmitted to the president of the Association, or acting Chief Executive Officer in the absence of the President, who shall thereupon call a special meeting of the members for a date not sooner than twenty days and not later than sixty days from receipt by such officer of the proposed amendment, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided that proposed amendment to the bylaws may be considered and voted upon at annual meeting of the members.

C. In order for such amendment to become effective, the same must be approved by an affirmative vote of the owners of units to which not less than sixty seven percent of the common elements are appurtenant, and a copy of such amendment to these bylaws shall be transcribed, certified by President and Secretary of the Association and a copy thereof shall be incorporated into an Amendment of the Declaration and recorded in the Public Records of Broward County, Florida within thirty days from the date of which amendment have been affirmatively approved by the members.

D. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw ____ for present text."

Nonmaterial errors or omissions in the bylaw process will not invalidate an otherwise properly promulgated amendment.

VI Mandatory Non-binding Arbitration of Disputes

A. The term "dispute" means any disagreement between two or more parties that involves:

(a) The authority of the board of directors to:

1. Require any owner to take any action, or not to take any action, involving that owner's unit or the appurtenances thereto.
2. Alter or add to a common area or element.

(b) The failure of a governing body, when required by this chapter or an association document, to:

1. Properly conduct elections.
2. Give adequate notice of meetings or other actions.
3. Properly conduct meetings.
4. Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves: title to any unit or common element; the interpretation or enforcement of any warranty; the levy of a fee or assessment, or the collection of an assessment levied against a party; the eviction or other removal of a tenant from a unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a unit based upon the alleged failure of the association to maintain the common elements or condominium property.

B. Prior to the institution of court litigation, the parties to a dispute as defined in Section 718.1255 of the Florida Statutes, shall petition the division for nonbinding arbitration. The petition must be accompanied by a filing fee in the amount of, \$50.00 filing fees.

C. The petition requirements and the procedures to be followed by the parties shall be the same as recited in Section 718.1255 of the Florida Statutes.

VII Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician maybe accepted by the association's board as evidence of compliance of the Condominium units with the applicable Fire and Life Safety Code. Notwithstanding the provisions of chapter 633 or of any other code, statute, ordinance, administrative rule, or regulation, or any interpretation of the foregoing, an association, condominium, or unit owner is not obligated to retrofit the common elements or units of a residential condominium with a fire sprinkler system or other engineered life safety system in a building that has been certified for occupancy by the applicable governmental entity, if the unit owners have voted to forego such retrofitting and engineered life safety system by the affirmative vote of two-thirds of all voting interests in the affected condominium. However, a condominium association may not vote to forego the retrofitting with a fire sprinkler system of common areas in a high-rise building. For purposes of this subsection, the term "high-rise building" means a building that is greater than 75 feet in height where the building height is measured from the lowest level of fire department access to the floor of the highest occupiable story. For purposes of this subsection, the term "common areas" means any enclosed hallway corridor, lobby, stairwell, or entryway. In no event shall the local authority having jurisdiction require completion of retrofitting of common areas with a sprinkler system before the end of 2014.

1. A vote to forego retrofitting may not be obtained by general proxy or limited proxy, but shall be obtained by a vote personally cast at a duly called membership meeting, or by execution of a written consent by the member, and shall be effective upon the recording of a certificate attesting to such vote in the public records of the county where the condominium is located. The association shall provide each unit owner written notice of the vote to forego retrofitting of the required fire sprinkler system, in at least 16- point bold type, by certified mail, within 20 days after the association's vote. After such notice is provided to each owner, a copy of such notice shall be provided by the current owner to a new owner prior to closing and shall be provided by a unit owner to a renter prior to signing a lease.

2. As part of the information collected annually from condominiums, the association shall record a certificate under this subsection and, if retrofitting has been undertaken, the per-unit cost of such work shall be filed with the Division of Florida Land Sales, Condominium and Mobile Homes when requested by said Division.

VIII Assessments; liability; lien and priority; interest; collection

Assessments. Assessments shall be made against units not less frequently than quarterly in an amount, which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Nothing in this paragraph shall preclude the right of an association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

A. 1. A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments, which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

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

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

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

3. The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

4. For purposes of this subsection, the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

B. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

C. Assessments and installments, which are not paid when due shall bear interest at (18%) eighteen percent annually, from the due date until paid. The association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by an association shall be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in Chapter 687 or Section 718.303(3), Florida Statutes.

D. 1. The association has a lien on each condominium parcel to secure the payment of assessments. Except as otherwise provided in subsection (A) and as set forth below, the lien is effective from and shall relate back to the recording of the original declaration of condominium. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the condominium parcel is located.

2. To be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the association. No such lien shall be effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1-year period shall automatically be extended for any length of time, during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien shall secure all unpaid assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

3. By recording a notice in substantially the following form, a unit owner or the unit owner's agent or attorney may require the association to enforce a recorded claim of lien against his or her condominium parcel:

NOTICE OF CONTEST OF LIEN

TO: (Name and address of association) You are notified that the undersigned contests the claim of lien filed by you on _____, (year), and recorded in Official Records Book _____ at Page _____, of the public records of _____ County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice. Executed this _____ day of _____, (year).

Signed: (Owner or Attorney)

After notice of contest of lien has been recorded, the clerk of the circuit court shall mail a copy of the recorded notice to the association by certified mail, return receipt requested, at the address shown in the claim of lien or most recent amendment to it and shall certify to the service on the face of the notice. Service is complete upon mailing. After service, the association has 90 days in which to file an action to enforce the lien, and if the action is not filed within the 90-day period, the lien is void. However, the 90-day period shall be extended for any length of time that the association is prevented from filing its action because of an automatic stay resulting from the filing of a bankruptcy petition by the unit owner or by any other person claiming an interest in the parcel.

E. 1. The association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

2. No foreclosure judgment may be entered until at least 30 days after the association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his or her last known address; and, upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a notice of contest of lien as provided in subsection VIII(D)(3). The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the association would be affected by such foreclosure; and if actual, constructive or substitute service of process has been made on the unit owner.

3. If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party, which does not prevail in the foreclosure action.

4. The association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

F. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

G. Within 15 days after receiving a written request therefore from a unit owner purchaser, or mortgagee, the association shall provide a certificate signed by an officer or agent of the association stating all assessments and other monies owed the association by the unit owner with

respect to the condominium parcel. Any person other than the owner who, relies upon such certificate, shall be protected thereby. A summary proceeding pursuant to Section 51.011, Florida Statutes, may be brought to compel compliance with this subsection, and in any such action the prevailing party is entitled to recover reasonable attorneys' fees.

H. **Commingling.** All funds collected by an association shall be maintained separately in the association's name. For investment purposes only, reserve funds may be commingled with operating funds of the association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds. A manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, or an agent, employee, officer or director of an association, shall not commingle any association funds with his or her funds or with the funds of any other condominium association. All funds shall be maintained separately in the association's name. Reserve and operating funds of the association shall not be commingled unless combined for investment purposes. This subsection is not meant to prohibit prudent investment of association funds even if combined with operating or other reserve funds of the same association, but such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer or director of a condominium association shall commingle any association funds with his or her funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes.

LX Official Records

From the inception of the association, the association shall maintain each of the following items, when applicable, which shall constitute the official records of the association:

1. A copy of the plans, permits, warranties and other items provided by the developer pursuant to Section 718.301(4), Florida Statutes.
2. A photocopy of the recorded declaration of condominium of each condominium operated by the association and of each amendment to each declaration.
3. A photocopy of the recorded bylaws of the association and of each amendment to the bylaws.
4. A certified copy of the articles of incorporation of the association, or other documents creating the association and of each amendment thereto.
5. A copy of the current rules of the association.
6. A book or books, which contain the minutes of all meetings of the association, of the board of directors and of unit owners, which minutes shall be retained for a period of not less than 7 years.
7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications and, if known, telephone numbers. The association shall also maintain the electronic mailing addresses and the numbers designated by unit owner for receiving notice sent by electronic transmission of those unit owners consenting to receive notices by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notices by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the electronic mail address or the numbers for receiving electronic transmission of notices.
8. All current insurance policies of the association and condominiums operated by the association.

9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the association.

11. Accounting records for the association and separate accounting records for each condominium which the association operates. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

a. Accurate, itemized and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account and the balance due.

c. All audits, reviews, accounting statements and financial reports of the association or condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

12. Ballots, sign-in sheets, voting proxies and all other papers relating to voting by unit owners, which shall be maintained for a period of 1 year from the date of the election, vote or meeting to which the document relates.

13. All rental records, when the association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described by Section 718.504, Florida Statutes.

15. All other records of the association not specifically included in the foregoing, which are related to the operation of the association.

The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member. The association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The records of the association shall be made available to a unit owner within 5 working days after receipt of written request by the board or its designee. The failure of an association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply with this paragraph.

A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. The failure to permit inspection of the association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records, who directly or indirectly, knowingly denied access to the records for inspection. The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws and rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in Section 718.504, Florida Statutes, and year-end financial information required in this section on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to unit owners:

1. Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale or other transfer of a unit.

3. Medical records of unit owners.

The association shall prepare a question and answer sheets as described in Section 718.504 and shall update it annually.

The association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the association other than the information or documents required by this chapter to be made available or disclosed. The association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for its time in providing good-faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the association's response.

X Financial Reporting

The Association shall comply with the financial reporting requirements of Florida Statutes 718.111(13).

XI Board Response to Unit Owner

When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

XII Miscellaneous

A. The following is the procedure for a hearing for all unit owners before the association may levy a fine against an owner of a unit or its occupant, licensee or invitee for failure to abide by any provision of the Declaration, the association bylaws or rules of the association the association must allow the following:

B. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of unit owners 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 hearing;
2. A statement of the provision of the declaration, association, bylaws or association rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.
4. The party against whom the fine may be levied shall have an opportunity to respond, to evidence and to provide written and oral argument on all issues involved and shall have an opportunity to at the hearing to review, challenge and respond to any material considered by the association.

If the committee does not agree with the fine, the fine will not be imposed.

D. All provisions of Section 718.112(2)(a) through (m), FS, are deemed to be included in these By-Laws.

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Exhibit "6"

SUMMERBREEZE CONDOMINIUM 2004 FORECASTED CONDOMINIUM BUDGET
Jan 1, 2004 thru Dec 31, 2004

EXPENSE ITEM	Developer Funding of Converter Reserves	Monthly Assoc. without Reserves	Annual Assoc. without Reserves	Monthly Assoc. with Reserves	Annual Assoc. with Reserves
Expenses for the Association & Condominium					
A. Administration of the Association					
1. Legal Services		\$ 233.33	\$ 2,800.00	\$ 11.67	\$ 596.00
2. Year end accounting svc		\$ 125.00	\$ 1,500.00	\$ 25.00	\$ 300.00
3. Printing & Postage		\$ 141.67	\$ 1,700.00	\$ 129.00	\$ 1,440.00
B. Management Fee		\$ 2,160.00	\$ 25,920.00	\$ 2,160.00	\$ 25,920.00
C. Maintenance					
1. Elevators		\$ -	\$ -	\$ -	\$ -
2. Swimming Pool & Jacuzzi		\$ 265.00	\$ 3,180.00	\$ 215.00	\$ 2,540.00
3. Fire Alarm & Equipment		\$ 150.00	\$ 2,280.00	\$ 150.00	\$ 1,800.00
4. Lawn Maintenance		\$ 2,459.96	\$ 29,519.75	\$ 2,459.96	\$ 29,519.75
5. Landscaping		\$ 333.33	\$ 4,000.00	\$ 800.00	\$ 6,000.00
6. Tree Trimming		\$ 500.00	\$ 6,000.00	\$ 1,000.00	\$ 12,000.00
7. Cleaning Common Areas Supplies		\$ 400.00	\$ 4,800.00	\$ 400.00	\$ 4,800.00
8. Plumbing Repairs		\$ 160.00	\$ 1,920.00	\$ 160.00	\$ 1,920.00
9. Pool Jacuzzi Repairs		\$ 166.67	\$ 2,000.00	\$ 166.67	\$ 2,000.00
10. Electrical Repairs		\$ 325.00	\$ 3,900.00	\$ 325.00	\$ 3,900.00
11. Irrigation Maintenance & Repairs		\$ 600.00	\$ 7,200.00	\$ 600.00	\$ 7,200.00
12. Janitor 2 @ 40 hours a week		\$ 4,779.00	\$ 57,240.00	\$ 4,779.00	\$ 57,240.00
13. Maintenance person		\$ -	\$ -	\$ -	\$ -
14. Fertilization		\$ 150.00	\$ 2,376.00	\$ 150.00	\$ 2,376.00
15. Pest Control (Landscaping)		\$ 480.00	\$ 5,760.00	\$ 480.00	\$ 5,760.00
16. Gym Equipment Maintenance		\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00
17. Labr Maintenance		\$ 120.00	\$ 1,440.00	\$ 120.00	\$ 1,440.00
18. Roof Repairs		\$ 416.67	\$ 5,000.00	\$ 416.67	\$ 5,000.00
19. Repairs & Maintenance		\$ 525.00	\$ 6,300.00	\$ 525.00	\$ 6,300.00
20. Golf Carts X 2		\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00
21. Alarm Monitoring		\$ 36.00	\$ 432.00	\$ 36.00	\$ 432.00
D. Rent for Recreation & Other Commonly Used Facilities					
1. Water Recovery Net Income		\$ -	\$ -	\$ -	\$ -
E. Taxes & Licenses Upon Assoc.		\$ 10.00	\$ 120.00	\$ 10.00	\$ 120.00
Property					
1. Swimming Pool License		\$ 5.00	\$ 60.00	\$ 5.00	\$ 60.00
2. Elevator License		\$ -	\$ -	\$ -	\$ -
3. Fire Certificate		\$ -	\$ -	\$ -	\$ -
4. Corporate Annual Report		\$ 60.00	\$ 600.00	\$ 60.00	\$ 600.00
5. Taxes Upon Leased Areas		\$ 5.10	\$ 61.25	\$ 5.10	\$ 61.25
F. Insurance					
1. Property Insurance Fire & Windstorm		\$ 10,115.78	\$ 121,389.41	\$ 10,115.78	\$ 121,389.41
2. Pool / Jacuzzi (Covered by 1 & 3)		\$ -	\$ -	\$ -	\$ -
3. General Liability Insurance		\$ 1,926.82	\$ 23,121.78	\$ 1,926.82	\$ 23,121.78
4. Fidelity Bond Directors & Officers		\$ 154.98	\$ 1,859.70	\$ 154.98	\$ 1,859.70
5. Errors & Omissions		\$ 158.33	\$ 1,900.00	\$ 158.33	\$ 1,900.00
H. Security Provisions					
1. Security Guard		\$ -	\$ -	\$ -	\$ -
2. Security Vehicle		\$ -	\$ -	\$ -	\$ -
I. Other Expenses					
1. Electricity		\$ 1,400.00	\$ 16,800.00	\$ 1,400.00	\$ 16,800.00
2. Water & Sewer		\$ 9,187.92	\$ 110,255.00	\$ 9,187.92	\$ 110,255.00
3. Telephone		\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00
4. Natural Gas		\$ 361.08	\$ 4,333.00	\$ 361.08	\$ 4,333.00
5. Miscellaneous Expense		\$ 20.83	\$ 250.00	\$ 20.83	\$ 250.00
J. Operating Capital					
K. Reserves for Deferred Maintenance and Capital Expenditures					
1. Roofing		\$ -	\$ -	\$ 833.33	\$ 100,000.00
2. Fire Proofing & Protection		\$ -	\$ -	\$ -	\$ -
3. Plumbing (Common Area)		\$ -	\$ -	\$ 454.55	\$ 5,454.55
3 a Plumbing Fixtures (Common Area)		\$ -	\$ -	\$ 9.26	\$ 111.11
3 b Plumbing Washing machine & Dryer		\$ -	\$ -	\$ 133.33	\$ 1,600.00
4. Electrical System		\$ -	\$ -	\$ 363.64	\$ 4,363.64
5. Parking & Paving		\$ -	\$ -	\$ 625.00	\$ 7,500.00
6. Drainage System		\$ -	\$ -	\$ 189.39	\$ 2,272.73
7. Painting & Sealing		\$ -	\$ -	\$ -	\$ -
8. Guardrails - Buildings		\$ -	\$ -	\$ -	\$ -
9. Swimming Pool / Jacuzzi		\$ -	\$ -	\$ -	\$ -
10. Elevators		\$ -	\$ -	\$ -	\$ -
11. Perimeter Fencing		\$ -	\$ -	\$ -	\$ -
12. Pool Fence Replacement		\$ -	\$ -	\$ -	\$ -
12 a Pool Whirlpool & Deck		\$ -	\$ -	\$ -	\$ -
12 b Pool Pump & Filters		\$ -	\$ -	\$ 139.89	\$ 1,666.67
13. Screen Enclosures (Balconies)		\$ -	\$ -	\$ 166.67	\$ 2,000.00
14. Structure		\$ -	\$ -	\$ -	\$ -
15. Gym Equipment		\$ -	\$ -	\$ -	\$ -
16. Boiler		\$ -	\$ -	\$ -	\$ -
17. Air Conditioning System Clubhouse		\$ -	\$ -	\$ -	\$ -
18. Air Conditioning System (Common)		\$ -	\$ -	\$ 133.33	\$ 1,600.00
19. Air Conditioning System Racquetball Court		\$ -	\$ -	\$ -	\$ -
L. Fees to the Division		\$ 80.00	\$ 960.00	\$ 80.00	\$ 960.00
TOTALS		\$ 38,521.49	\$ 459,837.89	\$ 30,832.21	\$ 600,388.59

RESERVES:

ROOF COMPONENT:

ESTIMATED REMAINING LIFE	4 YEARS
ESTIMATED REMAINING REPLACEMENT COST	\$400,000.00
ESTIMATED USEFUL LIFE	4 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$ 0.00

FIRE SAFETY COMPONENT:

ESTIMATED REMAINING LIFE	
Smoke Detectors and Fire Extinguishers	4 YEARS
ESTIMATED REMAINING REPLACEMENT COST	
Smoke Detectors and Fire Extinguishers	\$40,000.00
ESTIMATED USEFUL LIFE	4 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$ 0.00

PLUMBING COMPONENT:

ESTIMATED REMAINING LIFE	
Piping	44 YEARS
Kitchen and Bathroom Fixtures	44 YEARS
Washing Machine and Dryer	10 YEARS
ESTIMATED REMAINING REPLACEMENT COST	
Piping (Common Elements)	\$240,000.00
Piping (Not Common Elements)	\$240,000.00
Kitchen Sinks, Drains, Bathroom Fixtures (Common)	\$3,000.00
Kitchen Sinks, Drains, Bathroom Fixtures (Not Common)	\$240,000.00
Washing Machine and Dryer	\$16,000.00
ESTIMATED USEFUL LIFE	
Piping	44 YEARS
Kitchen and Bathroom Fixtures	44 YEARS
Washing Machine and Dryer	10 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$

HEATING AND COOLING SYSTEMS COMPONENT:

ESTIMATED REMAINING LIFE	7.5 YEARS
ESTIMATED REMAINING REPLACEMENT COST	
Central Cooling System of Individual Units	\$720,000.00
Central Cooling System of Clubhouse	\$12,000.00
Central Cooling System of Racquetball Court	\$6,000.00
ESTIMATED USEFUL LIFE	7.5 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$ 0.00

ELECTRICAL COMPONENT:

REMAINING ESTIMATED LIFE	
Electrical Service and Meters	44 YEARS
Unit Wiring	44 YEARS
ESTIMATED REMAINING REPLACEMENT COST	
Electrical Service and Meters	\$192,000.00
Unit Wiring and Fixtures	\$550,000.00
ESTIMATED USEFUL LIFE	
Electrical Service and Meters	44 YEARS
Unit Wiring	44 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$ 0.00

PAVEMENT AND PARKING AREAS COMPONENT:

ESTIMATED REMAINING LIFE	20 YEARS
ESTIMATED REMAINING REPLACEMENT COST	\$150,000.00
ESTIMATED USEFUL LIFE	20 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$ 0.00

DRAINAGE COMPONENT:

REMAINING ESTIMATED LIFE	44 YEARS
ESTIMATED REMAINING REPLACEMENT COST	\$100,000.00
ESTIMATED USEFUL LIFE	44 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$ 0.00

SWIMMING POOL COMPONENT:

REMAINING ESTIMATED LIFE	
Swimming Pool, Whirlpool and Deck	30 YEARS
Pool Pump and Filters	5 YEARS
ESTIMATED REMAINING REPLACEMENT COST	
Swimming Pool, Whirlpool and Deck	\$50,000.00
Pool Pump and Filters	\$10,000.00
ESTIMATED USEFUL LIFE	
Swimming Pool, Whirlpool and Deck	30 YEARS
Pool Pump and Filters	5 YEARS
CURRENT BALANCE FOR RESERVE	\$ 0.00
DEVELOPER TO FUND:	\$ 0.00

Summerbreeze, a Condominium

Monthly Maintenance Amounts

Unit Number	Unit Type	Maintenance W/O Reserves	Maintenance W/ Reserves
<u>Bldg. 1</u>			
101	A	\$135.35	\$176.71
102	A	\$135.35	\$176.71
103	B	\$183.83	\$240.01
104	B	\$183.83	\$240.01
105	B	\$183.83	\$240.01
106	B	\$183.83	\$240.01
107	B	\$183.83	\$240.01
108	B	\$183.83	\$240.01
109	A	\$135.35	\$176.71
110	A	\$135.35	\$176.71
111	A	\$135.35	\$176.71
112	A	\$135.35	\$176.71
113	B	\$183.83	\$240.01
114	B	\$183.83	\$240.01
115	B	\$183.83	\$240.01
116	B	\$183.83	\$240.01
117	B	\$183.83	\$240.01
118	B	\$183.83	\$240.01
119	A	\$135.35	\$176.71
120	A	\$135.35	\$176.71
<u>Bldg. 2</u>			
201	A	\$135.35	\$176.71
202	A	\$135.35	\$176.71
203	A	\$135.35	\$176.71
204	A1	\$135.93	\$177.46
205	A1	\$135.93	\$177.46
206	A1	\$135.93	\$177.46
207	A1	\$135.93	\$177.46
208	A1	\$135.93	\$177.46
209	A1	\$135.93	\$177.46
210	A	\$135.35	\$176.71
211	A	\$135.35	\$176.71
212	A	\$135.35	\$176.71
213	A	\$135.35	\$176.71
214	A	\$135.35	\$176.71
215	A	\$135.35	\$176.71
216	A1	\$135.93	\$177.46
217	A1	\$135.93	\$177.46
218	A1	\$135.93	\$177.46
219	A1	\$135.93	\$177.46
220	A1	\$135.93	\$177.46
221	A1	\$135.93	\$177.46
222	A	\$135.35	\$176.71
223	A	\$135.35	\$176.71
224	A	\$135.35	\$176.71
<u>Bldg. 3</u>			
301	A	\$135.35	\$176.71
302	A	\$135.35	\$176.71
303	A	\$135.35	\$176.71

304	B	\$183.83	\$240.01
305	B	\$183.83	\$240.01
306	B	\$183.83	\$240.01
307	B	\$183.83	\$240.01
308	B	\$183.83	\$240.01
309	B	\$183.83	\$240.01
310	A	\$135.35	\$176.71
311	A	\$135.35	\$176.71
312	A	\$135.35	\$176.71
313	A	\$135.35	\$176.71
314	A	\$135.35	\$176.71
315	A	\$135.35	\$176.71
316	B	\$183.83	\$240.01
317	B	\$183.83	\$240.01
318	B	\$183.83	\$240.01
319	B	\$183.83	\$240.01
320	B	\$183.83	\$240.01
321	B	\$183.83	\$240.01
322	A	\$135.35	\$176.71
323	A	\$135.35	\$176.71
324	A	\$135.35	\$176.71
<u>Bldg. 4</u>			
401	A	\$135.35	\$176.71
402	A	\$135.35	\$176.71
403	A	\$135.35	\$176.71
404	B	\$183.83	\$240.01
405	B	\$183.83	\$240.01
406	B	\$183.83	\$240.01
407	B	\$183.83	\$240.01
408	B	\$183.83	\$240.01
409	B	\$183.83	\$240.01
410	A	\$135.35	\$176.71
411	A	\$135.35	\$176.71
412	A	\$135.35	\$176.71
413	A	\$135.35	\$176.71
414	A	\$135.35	\$176.71
415	A	\$135.35	\$176.71
416	B	\$183.83	\$240.01
417	B	\$183.83	\$240.01
418	B	\$183.83	\$240.01
419	B	\$183.83	\$240.01
420	B	\$183.83	\$240.01
421	B	\$183.83	\$240.01
422	A	\$135.35	\$176.71
423	A	\$135.35	\$176.71
424	A	\$135.35	\$176.71
<u>Bldg. 5</u>			
501	A	\$135.35	\$176.71
502	A	\$135.35	\$176.71
503	B	\$183.83	\$240.01
504	B	\$183.83	\$240.01
505	B	\$183.83	\$240.01
506	B	\$183.83	\$240.01
507	B	\$183.83	\$240.01
508	B	\$183.83	\$240.01
509	A	\$135.35	\$176.71
510	A	\$135.35	\$176.71

511	A	\$135.35	\$176.71
512	A	\$135.35	\$176.71
513	B	\$183.83	\$240.01
514	B	\$183.83	\$240.01
515	B	\$183.83	\$240.01
516	B	\$183.83	\$240.01
517	B	\$183.83	\$240.01
518	B	\$183.83	\$240.01
519	A	\$135.35	\$176.71
520	A	\$135.35	\$176.71

Bldg. 6

601	A	\$135.35	\$176.71
602	A	\$135.35	\$176.71
603	B	\$183.83	\$240.01
604	B	\$183.83	\$240.01
605	B	\$183.83	\$240.01
606	B	\$183.83	\$240.01
607	B	\$183.83	\$240.01
608	B	\$183.83	\$240.01
609	A	\$135.35	\$176.71
610	A	\$135.35	\$176.71
611	A	\$135.35	\$176.71
612	A	\$135.35	\$176.71
613	B	\$183.83	\$240.01
614	B	\$183.83	\$240.01
615	B	\$183.83	\$240.01
616	B	\$183.83	\$240.01
617	B	\$183.83	\$240.01
618	B	\$183.83	\$240.01
619	A	\$135.35	\$176.71
620	A	\$135.35	\$176.71

Bldg. 7

701	A	\$135.35	\$176.71
702	A	\$135.35	\$176.71
703	B	\$183.83	\$240.01
704	B	\$183.83	\$240.01
705	B	\$183.83	\$240.01
706	B	\$183.83	\$240.01
707	B	\$183.83	\$240.01
708	B	\$183.83	\$240.01
709	A	\$135.35	\$176.71
710	A	\$135.35	\$176.71
711	A	\$135.35	\$176.71
712	A	\$135.35	\$176.71
713	B	\$183.83	\$240.01
714	B	\$183.83	\$240.01
715	B	\$183.83	\$240.01
716	B	\$183.83	\$240.01
717	B	\$183.83	\$240.01
718	B	\$183.83	\$240.01
719	A	\$135.35	\$176.71
720	A	\$135.35	\$176.71

Bldg. 8

801	A1	\$135.93	\$177.46
802	A1	\$135.93	\$177.46
803	A1	\$135.93	\$177.46
804	B	\$183.83	\$240.01

805	B	\$183.83	\$240.01
806	B	\$183.83	\$240.01
807	B	\$183.83	\$240.01
808	B	\$183.83	\$240.01
809	B	\$183.83	\$240.01
810	A1	\$135.93	\$177.46
811	A1	\$135.93	\$177.46
812	A1	\$135.93	\$177.46
813	A1	\$135.93	\$177.46
814	A1	\$135.93	\$177.46
815	A1	\$135.93	\$177.46
816	B	\$183.83	\$240.01
817	B	\$183.83	\$240.01
818	B	\$183.83	\$240.01
819	B	\$183.83	\$240.01
820	B	\$183.83	\$240.01
821	B	\$183.83	\$240.01
822	A1	\$135.93	\$177.46
823	A1	\$135.93	\$177.46
824	A1	\$135.93	\$177.46

Bldg. 9

901	A	\$135.35	\$176.71
902	A	\$135.35	\$176.71
903	B	\$183.83	\$240.01
904	B	\$183.83	\$240.01
905	B	\$183.83	\$240.01
906	B	\$183.83	\$240.01
907	B	\$183.83	\$240.01
908	B	\$183.83	\$240.01
909	A	\$135.35	\$176.71
910	A	\$135.35	\$176.71
911	A	\$135.35	\$176.71
912	A	\$135.35	\$176.71
913	B	\$183.83	\$240.01
914	B	\$183.83	\$240.01
915	B	\$183.83	\$240.01
916	B	\$183.83	\$240.01
917	B	\$183.83	\$240.01
918	B	\$183.83	\$240.01
919	A	\$135.35	\$176.71
920	A	\$135.35	\$176.71

Bldg. 10

1001	A	\$135.35	\$176.71
1002	A	\$135.35	\$176.71
1003	A	\$135.35	\$176.71
1004	B	\$183.83	\$240.01
1005	B	\$183.83	\$240.01
1006	B	\$183.83	\$240.01
1007	B	\$183.83	\$240.01
1008	B	\$183.83	\$240.01
1009	B	\$183.83	\$240.01
1010	A1	\$135.93	\$177.46
1011	A1	\$135.93	\$177.46
1012	A1	\$135.93	\$177.46
1013	A1	\$135.93	\$177.46
1014	A1	\$135.93	\$177.46
1015	A1	\$135.93	\$177.46
1016	B	\$183.83	\$240.01

1017	B	\$183.83	\$240.01
1018	B	\$183.83	\$240.01
1019	B	\$183.83	\$240.01
1020	B	\$183.83	\$240.01
1021	B	\$183.83	\$240.01
1022	A	\$135.35	\$176.71
1023	A	\$135.35	\$176.71
1024	A	\$135.35	\$176.71

Bldg. 11

1101	A	\$135.35	\$176.71
1102	A	\$135.35	\$176.71
1103	B	\$183.83	\$240.01
1104	B	\$183.83	\$240.01
1105	B	\$183.83	\$240.01
1106	B	\$183.83	\$240.01
1107	B	\$183.83	\$240.01
1108	B	\$183.83	\$240.01
1109	A	\$135.35	\$176.71
1110	A	\$135.35	\$176.71
1111	A	\$135.35	\$176.71
1112	A	\$135.35	\$176.71
1113	B	\$183.83	\$240.01
1114	B	\$183.83	\$240.01
1115	B	\$183.83	\$240.01
1116	B	\$183.83	\$240.01
1117	B	\$183.83	\$240.01
1118	B	\$183.83	\$240.01
1119	A	\$135.35	\$176.71
1120	A	\$135.35	\$176.71

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Exhibit "7"

**MANAGEMENT AGREEMENT BETWEEN
 SUMMERBREEZE CONDOMINIUM ASSOCIATION, INC.
 AND MIAMI MANAGEMENT, INC.**

off

THIS AGREEMENT, entered into on the ____ day of _____, 2004, by and between SUMMERBREEZE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association", and MIAMI MANAGEMENT, INC., a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Manager".

WITNESSETH:

WHEREAS, the Association is the entity responsible for the operation of SUMMERBREEZE CONDOMINIUM ASSOCIATION, INC., located at _____, FL., in Broward County, established by the Declaration of Condominiums thereof recorded in the public records of Broward County.

WHEREAS, the Association desires to retain the Manager, and the Manager desires to be so retained to perform Management Services for the Association.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter contained, the parties hereto mutually agree as follows:

**ARTICLE I
 APPOINTMENT OF MANAGER**

The Association hereby employs the Manager, and the Manager hereby accepts such employment on the terms and conditions hereinafter provided as the exclusive management agent for the above-named Association, consisting of 240 units and common areas.

**ARTICLE II
 TERM OF AGREEMENT**

This Agreement shall be for a term of one (1) year commencing on the ____ day of _____, 2004, and end on the ____ day of _____, 2005, subject to termination by either party as provided in Article VI below. The fee and all of the terms of the Agreement shall remain the same unless both parties mutually agree to a change thereof. This Agreement will renew itself annually subject to termination by either party as provided in Article VI below. In the event the Association allows this Agreement to self renew for an additional term as indicated herein, the renewal term shall be mutually agreed upon by both parties. No fewer than sixty (60) days before the start of any renewal term, the Manager shall notify the Association of any fee increase.

**ARTICLE III
 MANAGER'S RESPONSIBILITIES**

During the term hereof, the Manager shall perform the following services as, when and if needed, or as otherwise specified herein under the supervision, control and authority of the Board of Directors and shall appoint at least one (1) employee to effectuate same:

A. General Administration

The Manager will provide general administration and community service management to the Association. The Manager shall engage and supervise all persons as needed (which person or persons may be engaged on a part-time or a full-time basis) necessary to properly maintain and operate the Association, according to the Manager's reasonable judgment, it being understood that all personnel so engaged shall be engaged by the Manager as independent contractors for the Association:

1. **Assistance to Board of Directors:** The Manager shall provide administrative support services to the Association's Board of Directors to include notifying the Directors of Board Meetings and circulating the Minutes of the preceding meeting as prepared by the Secretary of the Board, and attend the monthly Board Meeting.
2. **General Membership Meeting:** The Manager shall set up the Annual Meeting of the Association including the preparation and delivery of the meeting notice, and the preparation of proxy forms. The Manager, under the direction of the President, shall prepare the agenda for this meeting and shall be present to assist the Board in overseeing the election of any new Directors.
3. **Resolve Owner Problems:** The Manager shall assist in resolving individual owners' problems as they pertain to the Association, common elements, and the adherence to the governing rules and regulations as approved by the Board of Directors of the Association.
4. **Assist With Communications:** The Manager shall assist the Association with the formulation of any newsletters, special notices as directed by the Board of Directors.
5. **Monitoring Architectural Control:** The Manager shall process any requests for architectural changes on the appropriate review form to the Architectural Control Committee for the Association, and inform all interested parties of the decisions made by the Architectural Control Committee and the Board of Directors.
6. **Maintain Association Files:** The Manager shall organize and maintain the files for the Association of all legal documents, owners' lists, correspondence, house rules, site plans, blueprints, and specifications, which are received from the Board of Directors.

B. Contractual and Physical Administration

1. The Manager shall arrange for the supervision of maintenance of the common areas, improvements, and equipment of the Association. Additionally the Manager shall purchase, as needed, on behalf of the Association, all supplies and materials necessary for the maintenance, upkeep, repair, replacement and preservation of the Association's property. Such purchases shall be made in the name of the Association. Any such purchases in excess of \$500.00 shall be subject to the prior consent of the Board of Directors, unless provided for in the approved budget of the Association.
2. The Association is to provide the Manager with a detailed list of personal property, supplies, and equipment, which it is turning over to the Manager.
3. **Regular Property Inspections:** The Manager shall make regular property inspections of the Association's property, and render a written report monthly and make recommendations concerning the property.
4. **Service Contracts and Contractors Performance:** The Manager shall solicit, review and negotiate, and supervise contracts on behalf of the Association, as needed or monthly for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement and preservation of the Association's property. All contracts shall be in the name of the Association, approved and executed by the Board of Directors.

5. Cause those portions of the Common Elements to be repaired and maintained as may be necessary; provided, however, the Manager shall not obligate the Association for any single item of repair, replacement, refurbishing or refurnishing, the cost of which exceeds the sum of Five Hundred Dollars (\$500.00) without the prior approval of the Board of Directors, unless provided for in the approved budget of the Association. Notwithstanding anything contained herein to the contrary, the Manager shall have the right, without first obtaining the approval of the Board of Directors, to make emergency repairs and replacements which, according to the Manager's reasonable belief, are required to eliminate or avoid danger to persons or property, or as are necessary in the Manager's reasonable belief for the preservation and safety of the Association or for the safety of persons or in order to avoid the suspension of any necessary service to the Association.

C. Financial Management Services

1. The Manager shall provide financial management services to the Association. An effective accounting financial system will be provided for the Association.

2. Financial records will be maintained under generally accepted accounting procedures sufficient to identify the source of all funds collected by the Manager and the disbursement thereof. Source documents will be maintained in the office of the Manager and shall be available for inspection by unit owners at reasonable times during normal business hours.

3. Collect Assessments: The Manager shall collect all common expenses, charges, and assessments and monies and debts of every nature and description, which may become due to the Association from its members. Manager may request, demand, collect, receive (and receipt for) any and all such common expenses, charges, assessments, and other monies, which may be due the Association. The Manager shall submit to the Association a monthly statement of delinquent accounts, showing what monies are owed to the Association, what date such monies became due, the name of the person owing the monies, and the unit owned by such person. Upon request of the Board, the Manager shall submit a detailed analysis of each delinquent account, and shall take such action with respect thereto as is requested by the Board.

4. Disbursements: The Association shall make all required disbursements and the Manager shall only be responsible to provide support for proposed disbursements with bills or invoices. The Association hereby authorizes the Manager to perform any act or do anything necessary or desirable in order to carry out its duties hereunder, except for signing Association checks and making Association disbursements, and everything done by Manager hereunder shall be done as an agent of the Association and all obligations or expenses incurred thereunder shall be for the account, on behalf of and at the expense of the Association. The Manager shall not be obligated to make any advance to or for the account of the Association nor to pay any amount, nor shall the Manager be obliged to incur any liability or obligation. If the Manager shall voluntarily advance, for the Association's account, any amount for the payment of any proper obligation of the Association or otherwise, the Manager shall be reimbursed by the Association out of the first collections from the unit owners. The Manager shall confer fully with the Association in the performance of its duties hereunder. Notwithstanding anything contained herein to the contrary, the Manager shall incur no expenses other than as provided in the budget or approved by the Association except in the event of an emergency.

5. Financial Statements: The Manager shall render to the Board monthly detailed statements of receipts, expenses, disbursements, financial charges, reserves, and bank reconciliation(s). Said monthly financial statements shall also compare operating receipts and disbursements against Board approved budgets. To maintain accounts and financial books and records of the Property and have same open to inspection of any unit owner at reasonable times. The Manager shall submit all bills, statements, or claims of monies owed by the Association to the Board, together with a recommendation of whether such bill, statement, or claim of monies owed is proper and should be paid, or is improper and should not be paid in the full amount. In the event a recommendation is made by the Manager that a bill, statement, or claim of monies owed is improper and should not be paid in the full amount, the Manager shall include a written explanation of why such bill,

statement, or claim of monies owed is improper and what amount, if any, should be paid by the Association.

6. **Annual Budgeting:** The Manager shall provide experienced assistance and recommendations to the Board in connection with annual budgets and the analysis of operating results.

7. **Year-End Statements:** The Manager shall prepare a Year-End Statement of the operations for the Association, and shall assist the accountant selected by the Board, to perform an audit, prepare forms, pay taxes, and file local, state and federal reports as required.

8. **Insurance Programs:** Maintain, as needed, appropriate records of all insurance coverage carried by the Association and periodically confer with Association's insurance and/or consultant to investigate and recommend to the Board of Directors changes in the underwriters coverage.

9. **Audit:** The Manager shall keep detailed and accurate records in chronological order for the receipts and expenditures affecting the common elements, specifying and itemizing the common expenses incurred. Such services shall not include the preparation of an audit, which audit if any, will be prepared by an outside auditor and the cost thereof shall be charged to the Association.

ARTICLE IV DISCLAIMER

The Manager is given no responsibility for compliance of the Association or any of its equipment with the requirements of any ordinances, laws, rules, or regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the City, County, State, or Federal Government, or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly, or forward to the Board promptly, any complaints, warnings, notices, or summonses received by it relating to such matters. The Association represents that, to the best of its knowledge, the Association complies with all such requirements and authorizes the Manager to disclose the ownership of the Association to such officials, and agree to indemnify and hold harmless the Manager, its representatives, servants and employees, from any and all loss, cost, expense and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations. The Manager and its employees also shall not be liable for any error judgment or mistake of fact or law or for anything which it may do or refrain from doing hereinafter except in cases of willful misconduct or gross negligence.

ARTICLE V DOCUMENTS SUPPLIED BY THE ASSOCIATION

The Association agrees to provide appropriate information to the Manager, including, but not limited to, copies of the following:

1. Declaration of the Association, and all exhibits thereto, including surveys and site plan.
2. Articles of Incorporation of the Association.
3. By-Laws of the Association.
4. All supplemental Declaration of Covenants, Conditions, and Restrictions.
5. All maintenance and service contracts in effect as of signing.
6. All prior financial records of the Association, which are placed in the custody of the managing agent.

7. Current financial statements including a current fee, which will provide the opening balances for the new accounting period.
8. Copies of Minutes of meetings of Board of Directors and other pertinent data that would assist the Manager in managing the affairs of the Association.

ARTICLE VI
TERMINATION OF AGREEMENT

The Agreement shall cease upon the happening of any of the following events:

A. The Association has the right to terminate this Management Agreement with or without cause upon thirty (30) days written notice to the Manager. The Board has authority to act on behalf of the Association in this regard. Due to the additional time necessary for the Association to investigate and hire competent Management in the event the Manager terminated this Agreement, the Manager shall have the right to terminate this Agreement upon sixty (60) days written notice to the Association. In the event that the Association defaults by failing to make the payments required to be made, the Manager shall have the right to cancel this Agreement with thirty (30) days written notice, unless such default is cured within such 30 day period.

B. Upon termination of this Agreement by either party, Association shall be responsible to Manager for payment of the monthly maintenance fee through the last day of the month in which termination occurred, in addition to full payment for all authorized expenses incurred by Manager in connection with the performance of this Agreement. Association agrees that no asserted set-offs shall be deducted from any payments due under this provision. Association agrees to pay all costs of collection, including reasonable attorney's fees incurred by Manager in the enforcement of this provision, whether suit be brought or not.

ARTICLE VII
INDEMNITY AND INSURANCE

The Association agrees that it will provide public liability insurance from a carrier acceptable to the Manager with limits no less than \$1,000,000 (each occurrence), \$1,000,000 (aggregate), to which the Manager shall be added as an additional insured. In the event the Association should hire its own employee(s) to render services to the Association, the Association will carry the necessary workers compensation insurance for such employee, adequate to protect the Manager in the same manner and to the same extent the Association protects the owners, and will name the Manager as a named insured. The Association shall indemnify, defend and hold the Manager harmless from and against any and all liability, suits, claims, costs and expenses, including reasonable attorneys' fees, which may be claimed against Manager due to the Manager's capacity hereunder or which may arise out of the performance of Manager's duties hereunder, except insofar as the same result from the Manager's willful misconduct or gross negligence. The Association's insurance carrier agrees to waive its subrogation rights against the Manager in the event of any damage to the Association's property. The Manager and its employees shall not be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing in its capacity hereunder except in cases of the Manager's willful misconduct or gross negligence.

The Manager shall indemnify, defend and hold the Association harmless from and against any and all liability, suits, claims, costs and expenses, including reasonable attorneys' fees, arising out of the Manager's willful misconduct or gross negligence, or the willful misconduct or gross negligence of Manager's employees. Manager shall have no liability to the Association, however, for any act or omission of any independent contractor engaged by or through the Association or Manager. The Manager warrants that at all times in the performance of this Agreement, it will maintain in full force and effect insurance coverage as follows:

- Worker's Compensation insurance and occupational disease coverage in accordance with statutory

- limits.
- Professional Liability Insurance in an amount not less than \$1,000,000.
 - Employee dishonesty no less than \$200,000.
 - General Liability Insurance shall be maintained in an amount of not less than \$2,000,000 and shall include coverage for bodily injury, property damage and personal injury, \$2,000,000 per occurrence.
 - An Umbrella Liability policy in the minimum amount of \$5,000,000.

ARTICLE VIII
MANAGER'S COMPENSATION

The compensation, which the Manager shall be entitled to receive for all services performed under this Agreement, shall be ~~See Page 8 for Cost Breakdown~~ per month, payable on the first day of every month hereunder, in advance.

The Association additionally agrees to pay unusual expenses of Manager required by actions of the Association, as outlined in Exhibit "A" of this Agreement which is attached hereto and is made a part hereof. Any additional charges not covered in this Agreement must be approved by the Board of Directors before payment is made.

ARTICLE IX
EMPLOYEES AND OTHER PERSONNEL

The Association covenants and agrees that it shall not hire, employ or otherwise engage any employees or former employees, or contract with or in any way engage the services of any firms employing any employees or former employees of the Manager while this Agreement remains in force and continuing for a period of twelve (12) months following the expiration or earlier termination of this Agreement. The provisions set forth in this paragraph do not apply to any personnel employed by or on behalf of the Association immediately prior to the inception of this Agreement. If applicable, the Manager shall have the right, in his discretion, to sub-contract all or a portion of the work as further defined in the services cost breakdown and any exhibits, if applicable.

ARTICLE X
NOTICES

Written notice shall be deemed to have been duly served if delivered in person to the Association or Manager, or if delivered at or sent by registered or certified mail to the following address:

For Association:

For Manager:

Miami Management, Inc.
14275 S.W. 142 Avenue
Miami, FL 33186

ARTICLE XI
MISCELLANEOUS

The Agreement shall constitute the entire Agreement between the contracting parties and no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as the Agreement.

If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law. This Agreement will be construed in accordance with the laws of the State of Florida.

Manager represents and warrants that the person or persons employed by the Manager to directly provide the management services under this Agreement shall have at all times a Community Association Manager's license from the Department of Business and Professional Regulation, and that the Manager shall otherwise comply with the provisions of Section 468.432, Florida Statutes. The cost of licensure by the Department, including continuing education, shall not be considered a reimbursable cost.

This Agreement shall be binding upon the successors and assigns of the parties.

In the event either party hereto breaches this Agreement, and the other party brings any action (including any appeal) against the breaching party, the prevailing party in such action shall be entitled to recover his costs of the action, together with a reasonable attorneys' fee to be awarded by the Court.

Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Broward County, Florida.

If applicable, the parties hereto acknowledge and agree that this Agreement complies with Section 718.3025, Florida Statutes.

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

IN WITNESS WHEREOF, this Agreement shall become effective when signed by the appropriate parties hereto, pursuant to Article II.

THE ASSOCIATION
SUMMERBREEZE CONDOMINIUM
ASSOCIATION, INC.

Witness

By: _____
President (Signature)

08/23/2004 15:55 95494E7708

MMI

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Witness

Please print name

Attest: _____
Secretary (Signature)

Please print name

THE MANAGER
MIAMI MANAGEMENT, INC.

Witness

By: _____
Guillermo Cancio-Bello, President

SERVICES COST BREAKDOWN

ADMINISTRATIVE MANAGEMENT- Minimum of \$750.00 for the first 83 units closed; additional \$9.00 per closed unit per month thereafter.

	MONTHLY	ANNUALLY
JANITORIAL SERVICES: 2 persons, 40 hours weekly each	\$4,770.00	\$ 57,240.00

Summerbreeze code 081204

RE: SUMMERBREEZE CONDOMINIUM ASSOCIATION, INC.

EXHIBIT "A"

The following items are not included as part of the fixed monthly management fee and will be billed separately each month to the Association.

1. Printing and photocopying at a cost of \$0.20 per page, excluding mass mailings, which will be sent to an independent printer and billed directly to the Association. Envelopes .10 (ten) cents a piece.
2. Postage at the current United States Postal Service rates. This also applies to independent courier service if ever required, or overnight delivery and billed directly to the Association.
3. Maintenance fee and special assessment coupons.
4. Customized Association checks at a cost of \$15.00 every 6 months.
5. Annual \$150.00 fee for office expenses, including but not limited to: Files, labels and stationary used on behalf of the Association, storage boxes, incoming and outgoing facsimiles, long distance phone calls and record storage and retrieval (up to a period of seven years.)
6. Destruction of records in excess of seven years of age.
7. Special assessments, along with the related projects and reports and the processing of insurance claims involving property damage or personal injury caused by an Act of God (including but not limited to hurricanes, floods and fires), such processing to include the filing of the Association's insurance claims and the administration of the insurance proceeds derived there from shall be at a fee mutually agreed upon by the Manager and Board of Directors.

ASSOCIATION QUESTIONNAIRE

Please complete the following information.

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MMI

PAGE 11

LEGAL NAME OF THE ASSOCIATION:

PROPERTY ADDRESS: (Please include County, City and Zip code)

Maintenance Fees (Check One) Monthly: _____ Quarterly: _____
Other: _____

Current Assessment Amount: \$ _____

Late Fees: (Check) Yes: _____ No: _____ If yes, on what date: _____
Late Fee amount: \$ _____

Are there any owners with Automatic payment plans? Yes: _____ No: _____

Is there a special assessment currently at your Association?		Yes: _____	No: _____
If yes, (Check One):		Monthly: _____	Quarterly: _____
If yes, what is the amount?		\$ _____	
If yes, is there a payment plan option for owners?		Yes: _____	No: _____
Late Fees: (Check) Yes: _____		No: _____	If yes, on what date: _____
If yes, please describe: _____			

Does your Association utilize a bank lock box? Yes: _____ No: _____

If yes, what bank? _____

Accounting Year: Calendar: _____ Fiscal: _____
(If Fiscal, please insert date)

Would your Association prefer? (Check One) Computers: _____ Statements: _____

Officer / Director Signature: _____

Please print name: _____

Date: _____

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Exhibit "8"

ESCROW AGREEMENT

THIS AGREEMENT made and entered into between, CM Summerbreeze Investment Property, LLC a Florida Limited Liability Company, hereinafter referred to as "Developer", and Capitol Title Service, Inc. whose address is 8061 N.W. 155th Street Miami Lakes, Florida 33016, hereinafter referred to as "Escrow Agent".

WHEREAS, the Developer is developing a condominium project in Broward County, Florida which project is known as Summerbreeze, a Condominium; and

WHEREAS, the Developer contemplates to offer for sale to the public residential dwellings in the condominium form of ownership; and

WHEREAS, the Developer desires to appoint an Escrow Agent to receive certain funds as are more fully detailed hereinafter in compliance with the Condominium Act of the State of Florida (F.S. 718.202); and

WHEREAS, the Escrow Agent agrees to act in that capacity in connection with the sale of the condominium units above described.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

1. Developer agrees that all of said payments toward the purchase of condominium units shall be paid to Escrow Agent at the address: 8061 N.W. 155th Street, Miami Lakes, Florida 33016.
2. Developer agrees, in conjunction with the prospective purchase to provide Escrow Agent, along with the transmission of the said funds to be placed in escrow a copy of the Purchase Agreement with respect to each of the condominium units.
3. Escrow Agent agrees to receive said funds and the copies of the Purchase and Sale Agreements with respect to each prospective purchaser and to hold the monies in escrow which were transmitted to it under the terms of this Escrow Agreement, and in accordance with the provisions of the Condominium Act of the State of Florida.
4. Escrow Agent shall deposit all payments made pursuant to a specific purchase agreement into the escrow account opened to that effect. Escrow Agent agrees to keep said escrow monies until such time as it has been provided with written notification from an officer of the Developer or its legal counsel that closing has taken place unless prior to the disbursement Escrow Agent receives from the Purchaser written notice of a dispute between the Purchaser and the Developer in which case said funds shall not be released until such time as Escrow Agent is provided with the written authorization from Purchaser or an order of the competent jurisdiction authorizing such release. Upon receipt of the above items, Escrow Agent shall release said funds in accordance with the written instructions or the order of the competent jurisdiction.
5. A Purchaser shall be entitled to a refund of his funds including interest if any, and Escrow Agent shall pay said funds to said Purchaser, if a purchaser shall, in writing, request a refund of its funds within any refund period provided for in the Purchase Agreement or in the event the sales program of the Condominium project above mentioned is discontinued pursuant to the terms of the Purchase Agreement and Purchaser is not otherwise in default under the terms of said agreement. An affidavit of Developer stating that the sales program has been discontinued shall be sufficient notice under this paragraph.
6. All payments which are up to 10 percent of the sales price and which have been received prior to completion of construction by the developer from the buyer on a contract for purchase of a condominium parcel shall be held in a special escrow account established and controlled by an escrow agent and may not be used by the developer prior to closing the transaction.

except for refund to the buyer. Any payment in excess of 10 percent of the purchase price made to developer prior to closing pursuant to this contract may be used for construction purposes by the developer in compliance with Florida Statute 718.202..

7. In the event the prospective Purchaser defaults in connection with his purchase for any reason deemed a breach by the provisions of the Purchase and Sale Agreement, Developer shall have the right to demand the escrowed funds from Escrow Agent as liquidated damages as provided for in the Purchase and Sale Agreement. Written notification from an officer of Developer as to Purchaser's default, with a copy of same to Purchaser, shall be sufficient notice to purchaser under this paragraph and Escrow Agent may release funds to Developer upon receipt of such notice. If the funds of a buyer have not been previously disbursed, pursuant to the terms of this agreement, they may be disbursed to the developer by the escrow agent at the closing of the transaction, unless prior to the disbursement the escrow agent receives from the buyer written notice of a dispute between the buyer and the developer. Developer shall hold Escrow Agent harmless of any loss resulting from a dispute between Developer and Purchaser.

8. The duties of Escrow Agent hereunder shall be entirely administrative and not discretionary. Escrow Agent shall be obligated to act only in accordance with written instructions received by it, as provided in this Agreement and is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

9. Escrow Agent may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction notice, release, request or other document delivered to it pursuant to this Agreement.

10. Developer hereby agrees to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits, or proceedings at law or in equity or any other expenses, fees or charges of any character or nature which it may incur or with which it may be threatened by reason of its acting as such Escrow Agent under this Agreement, and in connection therewith to indemnify Escrow Agent against any and all expenses, including attorney's fees and the costs of defending any action, suit or proceeding or resist any claim.

11. If any two parties shall be in disagreement about the interpretation of this Escrow Agreement or about the rights and obligations or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion file an action of interpleader to resolve the said disagreement, Escrow Agent shall be indemnified for all costs, including reasonable attorney's fees in connection with the aforesaid interpleader action and shall be fully protected in suspending all or a part of its activities under this Agreement until a final judgment in the interpleader action is received.

12. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment or for any act or omission of any kind unless caused by its willful misconduct or gross negligence.

13. Developer agrees to pay Escrow Agent charges for acting as such and Escrow Agent hereby waives any claims which it may have to receive any such compensation from the funds of deposit.

14. Escrow Agent may resign upon thirty (30) days written notice to the parties in this Agreement. If a successor Escrow Agent is not appointed within thirty (30) days period, the Escrow Agent may petition a court of competent jurisdiction to name a successor.

15. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if sent by registered or certified mail, return receipt requested to the respective addressees set forth herein below.

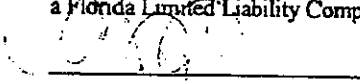
16. The rights created by this Agreement shall inure to the benefit of and the obligations created hereby shall be binding upon the successors, and assigns of Escrow Agent and all parties to this Agreement.

17. This Agreement shall be construed and enforced according to the laws of the State of Florida in general and the Condominium Act in specific.

18. Escrow Agent must give a receipt to each purchaser.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 31 day of August, 2004.

CM Summerbreeze Investment Property, LLC
a Florida Limited Liability Company


Mauricio Cayon, Manager

FOR THE ESCROW AGENT:

Capitol Title Services, Inc.


By: 
Vice President

Exhibit "9"

Summerbreeze, a Condominium
Purchase Agreement

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

This is a legally binding contract for sale and purchase made and entered into on this ____ day of _____, 20____, by and between CM Summerbreeze Investment Property, LLC., a Florida Limited Liability Company, as Seller, and _____ as Buyer, whose address is _____ and whose phone is _____ and whose Social Security Number is: _____.

WITNESSETH

Seller agrees to sell and convey, and Buyer agrees to purchase Condominium Unit No. _____ (the "Unit") of Summerbreeze, a Condominium (the "Condominium"), according to the Declaration of Condominium to be recorded in the Public Records of Broward County, Florida. The address of the condominium unit is _____ Summerbreeze Drive, Sunrise, Fl. 33322.

This condominium unit is not new construction. This Condominium is created as a conversion of existing, previously occupied improvements.

Purchase Price:.....\$ _____
Contract Extras Addendum (Non Refundable).....\$ _____
Contract Credits Addendum.....\$ _____
Total Purchase Price.....\$ _____
Payable as follows:
Initial Deposit at Execution of Agreement.....\$ _____
Additional Deposit, Due _____ \$ _____
Balance Due at Closing\$ _____
Total Purchase Price.....\$ _____

1. MORTGAGE FINANCING

A. MORTGAGE LOAN. The Buyer intends to pay for a portion of the "Total Purchase Price" (as defined in the Agreement) by obtaining a Mortgage Loan. The Buyer shall immediately make an application with _____ in order to qualify for a Mortgage Loan in the amount of \$ _____ at the prevailing interest rate in the market.

The Buyer agrees to cooperate with lending institution in the execution and submission of all necessary and required documents to qualify for the mortgage. The Buyer has to apply within five

(5) days of this purchase agreement. It is understood by the parties that failure to present a bona fide application to a lender will constitute a default under the terms of this contract and Seller shall retain Buyer's deposit(s) as liquidated damages. The Buyer understands that additional information may be requested by Lender from time to time, and Buyer agrees to supply the information requested, in good faith, in an attempt to qualify for the mortgage. If the Buyer has a spouse that has not signed this agreement, the Buyer agrees to have the spouse sign the mortgage and any other mortgage documents requested by Lender. The Buyer has to be firmly approved by the lending institution subject only to appraisal and title within fifteen (15) days of acceptance of this Purchase Agreement (Commitment Deadline) or Seller shall have the right to cancel this Agreement by refunding Buyer's deposit(s).

In the event Buyer, having undertaken and performed the Mortgage Loan Acts does not secure a written commitment for the Mortgage by Commitment Deadline, then Buyer shall within two (2) business days of such failure notify Seller of this fact in writing. Upon timely receipt of such notice from Buyer, Seller shall elect in its sole discretion, in writing to do one of the following:

- (i) Return deposit and terminate this agreement.
- (ii) Extend the Commitment deadline to a date chosen by Seller at its sole discretion, but not later than the scheduled closing date.

The Seller has no obligations to inquire whether the Mortgage Loan has been approved. The Seller shall be entitled to conclude that Buyer has waived its rights to acquire a Mortgage Loan if Seller has not received a Loan Rejection Notice from Buyer prior to the expiration of the Commitment Deadline. In such events, this Agreement shall not be terminated and will thereafter be deemed a Cash sale and the deposit will not be refundable.

If Buyer is unable to obtain a Mortgage Loan due to an adverse change in Buyer's personal or financial condition occurring after the Commitment Deadline, or if the Mortgagee withdraws its approval of the Mortgage Loan after approving the Buyer for the Mortgage Loan, this agreement shall not be terminated and will thereafter be deemed a cash sale and the deposit will not be refundable.

B. VA APPRAISAL. It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or be obligated to complete the purchase of the property described herein, if the contract price or cost exceeds the reasonable value of the property established by Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

C. FHA APPRAISAL. It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$. The purchaser shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to the determination of the maximum mortgage the Department of Housing and Commissioner will insure. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

D. REAL ESTATE CERTIFICATION The undersigned seller, purchaser, and the broker, involved in this transaction each certify that the terms of the contract for purchase are true to the best of their knowledge and belief and that any other agreement entered into by any of these parties in connection with the transaction is attached to the sales agreement.

5. Closing Date:

The date, time and place of transfer of title to the Buyer and payment of the total purchase price and other closing costs to Seller shall be designated by Seller. The Seller shall give the Buyer notice of the closing date, time and place, five days prior to the scheduled closing date. Said notice may be given orally to Buyer by calling the Buyer. An affidavit of one of Seller's employees or agents stating the Closing date was provided to the Buyer shall be presumed to establish that the Closing Notice was received. If the Seller cannot reach the Buyer by phone, then notice shall be sent by certified mail to the address on the first page of this Agreement, unless the Seller has received written notice from Buyer of a change prior to the date the closing notice is received. This notice shall be given to Buyer, five days before the scheduled closing date. The Seller shall not permit mail away closings. If Buyer fails to close on the dates set forth, or if closing is delayed for any other reason (except for a delay desired, requested or caused by Seller), Buyer shall pay Seller at closing, in addition to its other obligations, a fee equal to 1.5% of the outstanding balance of the purchase price per month from the scheduled date to the actual date of closing, and all prorations provided for herein shall be calculated as of the scheduled closing date.

Seller is authorized to postpone the closing up to fourteen (14) days for any reason and the Buyer will close on the new date, time and place Seller specifies in its notice of postponement (as long as notice is given at least three (3) days prior to the new date, time and place). A change of time and place of closing only (that is, one not involving a change of date) will not require any additional notice period. Any notice of postponement or rescheduling must be given in writing. All of these notices to Buyer will be sent or directed to the address on the first page of this Agreement unless Seller has received written notice from Buyer of a change prior to the date the Closing notice is given. These notices (other than a change of address) will be effective on the date mailed, telecopied or placed with a private express delivery system (e.g., Federal Express or Airborne). An affidavit of one of Seller's employees or agents stating the Closing Notice was mailed or placed with a private express delivery system shall be presumed to establish that the Closing Notice was received. If Buyer fails to close as required by this paragraph, Buyer will be in default of this agreement.

This condominium unit is not new construction. This Condominium is created as a conversion of existing, previously occupied improvements. The Buyer understands that the Seller is planning to upgrade certain areas in the unit pursuant to the particular agreement with the Buyer. Upgrades may include items such as an upgrade to the kitchen cabinets, laying of tiles in some areas of the units, changing the carpet and/or painting the walls of units. The Seller agrees to substantially complete construction of the unit, in the manner specified in the agreement, by a date no longer than two (2) years from the date of the agreement, (time limitation required to insure Seller exemption under Section 1702(a)(2) of the Federal Interstate Land Sales Full Disclosure Act) subject to, however, delays caused by unavailability of material at reasonable costs, strikes, other labor problems, governmental orders or other events which would support a defense based upon impossibility of performance for reason beyond control of the Seller. If Seller is unable to complete construction within this time, Buyer may terminate this agreement and receive a full refund of all deposits.

3. Deposits:

All the deposits to be made by Buyer in accordance to the provisions of this Purchase Agreement shall be deposited with an Escrow Agent. The name and address of the Escrow Agent is: Capital Title Services Inc., 8061 N.W. 155th Street, Miami Lakes, Florida 33016. The Buyer has the right to obtain a receipt of its deposits from the Escrow Agent. The developer may withdraw escrow funds in excess of 10 percent of the purchase price from the escrow account when the construction of improvements has begun. The developer may use the funds in the actual construction and development of the condominium property and complying with the requirements of Florida Statute 718.202..

4. Title:

At closing, title shall be conveyed to the Buyer by Special Warranty Deed together with any such other instruments as shall be required to complete and consummate the closing, including, but not limited to, instructions to the Escrow Agent to release to the Seller all funds held in escrow. It is understood and agreed that Buyer is buying the Unit subject to the items as hereinafter stated and that title to the Unit will be good and marketable in accordance with the title standards of the Florida Bar, subject only to the following:

(a) liability for all real estate taxes affecting the Unit and its appurtenances, and other taxes and assessments assessed in the year of closing and subsequent years including, without limitation, assessments on the Unit imposed by the Association;

(b) all covenants, conditions, restrictions, term and other provisions imposed or contemplated by the Condominium Documents for the Condominium and all exhibits thereto (and any other document with Seller, in its sole discretion, believes to be necessary or appropriate);

(c) other conditions, restrictions, limitations, dedications, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements or records, or other restrictions upon the Condominium as may exist of record or be imposed by or at the discretion of governmental authorities;

(d) such other easements as shown on the Condominium Drawings, as contained in any future amendments to the Declaration, or as declared by the Developer pursuant to reserved rights contained herein or in the Declaration;

(e) all zoning laws;

(f) pending governmental liens for public improvements or taxes as of closing (Seller will be responsible, however, for certified governmental liens for public improvements of closing);

(g) all printed exceptions contained in an ALTA Owner's Title Insurance policy;

(h) any mortgage executed by Purchaser in connection with the purchase of the Unit;

(i) any matters not listed above as long as affirmative title insurance is given for these matters;

(j) the covenants, conditions, reservations, restrictions, limitations, dedications, agreements, easements, special taxing districts, existing zoning ordinances and zoning agreements of record, including, but not limited to water, sewer, gas, electric and other utility agreements of record;

(k) The restriction, covenants, conditions, easement terms and other provisions imposed by or referred to in the Condominium Documents of Summerbreeze, a Condominium;

(l) Taxes, pending municipal liens and easement existing and to be created for ingress and egress to the condominium property;

(m) Perpetual easement for encroachments now or hereinafter existing caused by the settlement or movements of improvements or caused by minor inaccuracies in building or rebuilding;

(n) Restrictions, conditions, reservations, easements and other matters contained in the Plat of Summerbreeze, recorded in Plat Book 132 at page 36 of the Public Records of Broward County, Florida;

(o) Easement of Roadway over the West 2 feet of the insured land as shown on the plat of Summerbreeze recorded in Plat 132, Page 36 of the Public Records of Broward Florida;

(p) Easement for Utilities over the East 10 feet, South 10 feet, Westerly 10 feet and North 10 feet of the insured land as shown on the plat of Summerbreeze recorded in Plat 132, Page 36 of the Public Records of Broward Florida;

(q) Easement to Broward County recorded in ORB 10482, Page 285, of the Public Records of Broward County, Florida;

(r) Developer Agreement, insofar as it relates to easements and the exclusive right to provide water and sewer service, recorded in ORB 14537, Page 948, of the Public Records of Broward County, Florida;

(s) Easement recorded in ORB 15111, Page 736, of the Public Records of Broward County, Florida;

(t) Easement recorded in ORB 15308, Page 377, of the Public Records of Broward County, Florida;

(u) Grant of Easement to MediaOne of Greater Florida recorded in ORB 33584, Page 879, of the Public Records of Broward County, Florida;

If Seller cannot at closing provide, the quality of title described above Seller shall, at its option: (i) have a reasonable period of time (at least 60 days) to correct any such defects in title, but is not obligated to do so; or (ii) provide the Buyer with a title insurance policy insuring over such defects. If Seller in its sole discretion is unable or unwilling to correct any such title defects or obtain insurance over them, the Buyer may (i) accept title in the condition which Seller offers it and pay the full purchase price, whereupon the Buyer shall not make any claims against Seller because of such defects, or (ii) cancel this Agreement and receive a full refund of this deposit, whereupon Seller shall be relieved of all obligations under this Agreement.

5. Title Evidence and Closing Costs:

At Buyer's expense, Seller shall deliver to Buyer or Buyer's attorney, at least three days prior to the closing, an owner title insurance commitment subject to the items specified in paragraph four, herein above and subject to the normal exclusions from coverage, standard exceptions, and provision of conditions and stipulations of a standard owner's title insurance commitment. Said title insurance commitment shall be prepared by Seller's approved closing agent. The delivery of the foregoing title insurance commitment shall be deemed conclusive evidence as to Seller's compliance with good and marketable title as set forth above in paragraph four. The Buyer may elect to obtain the title insurance commitment from another company by providing the Seller written notification of the Buyer's decision within five days of the execution of this contract. However, Seller shall not be obliged to deliver to the Buyer any abstract of title, nor pay for any other title evidence, nor pay for any title search, nor shall the Seller be obligated to delay the closing.

At closing, Buyer shall also pay the following sums:

a. The balance of the total Purchase Price, as it may be adjusted pursuant to the terms of this contract.

b. The proration of the current monthly assessment and the subsequent month assessment payable to Summerbreeze Condominium Association Inc., and working capital contribution in the amount equal to two months of the monthly assessment.

c. Proration of real estate taxes for the year of the closing.

d. All closing costs including but not limited to any permanent loan to be arranged by Seller and/or Buyer. Closing costs are defined as follows: Settlement fee, title abstracting, title examination, owner title policy, stamps on note, intangible tax on mortgage, recording of mortgage and any other instrument, appraisal fees, credit report fees, attorney's fees of lender, mortgage title insurance for lender, points charged by lender, mortgage insurance premium and any other expenses related to the permanent loan;

e. The Buyer also agrees to pay documentary stamps on the deed, recording of the deed and survey of the property.

f. Builder Fee in the amount of 2.5% of the Total Purchase Price. The Builder Fee is separate from any closing costs imposed in connection with the purchase and financing of the unit. This clause is not applicable to FHA financing.

The Buyer understands that Seller will not pay any non-allowable expenses related to any FHA expenses.

The Buyer understands and agrees that the estimated operating budget for the association contained in the condominium documents provide only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The monthly assessments shown in the Condominium Association budget for the units are guaranteed in the manner stated in the condominium documents. The budget is not guaranteed to predict actual expenditures.

Pursuant to the Real Estate Settlement Procedures Act, Purchaser acknowledges that Seller has not directly or indirectly required Purchaser, as a condition of sale, to purchase either a fee owner's or mortgagee's title insurance policy from any particular title company. Upon notification as above stated, the Purchaser may elect to obtain such insurance from a company of Purchaser's choice and Purchaser shall pay, at closing, the title insurance premium for such policy.

6. Construction:

The Buyer understand and agrees no credits will be given by Seller unless agreed to by Seller in writing and said credits will be given to the Buyer at closing.

The Buyer understands and agrees that certain items which may be included with the unit or shown in model, such as tile, cabinets, molding, paint, stain, grout, wall and ceiling textures, appliances and carpeting are subject to size and color variations. The Seller reserved the right to substitute equipment, material, appliances, etc., with items which in Seller's opinion are considered equal or better quality. Certain items which may have been or be displayed in model units, illustrations, advertisements as decorations such as wall coverings, paint colors, light fixtures, drapes, blinds and other window coverings, furniture, wall-hung shelves, wall ornaments, mirrors, intercoms, security systems, certain bulletin fixtures, hot tubs, trellises and trims, barbecues, wet bars, sconces and decking will not be included in the Unit and may not otherwise be available.

The Seller may require Buyer to deposit up to the entire cost of a requested change, option, upgrade or addition prior to the commencement thereof. If an approved change, option, upgrade or additions is not made by Seller, the deposit made by Buyer toward its cost shall be refunded, but shall not constitute grounds for deferring the closing, or for imposing any conditions on closing. Seller is not required to agree to any changes, options, upgrades or additions requested by Buyer after the execution of this Agreement, except as otherwise provided in this Agreement.

The Seller shall have complete discretion in landscaping within the development in which the Unit is located, and may remove any existing trees or vegetation. The Buyer acknowledges landscaping and exterior amenities around the model unit may be more extensive than may be provided for the unit being purchased.

7. Inspections prior to closing:

The Buyer shall be given an opportunity to examine the unit along with the Seller's representative prior to the closing of title at a time and date to be scheduled by the Seller to inspect the installation of any agreed work, options or upgrades specifically agreed to by the parties in writing, if any as installed with the unit with Seller's Representative. At that time Buyer will sign an inspection statement listing any defect or workmanship or material (only with respect to the agreed improvements and/or any options for upgrades) which Buyer will discover. If any such items are actually defective in the workmanship or material in Seller's opinion (keeping in mind the construction standard applicable in Broward County, Florida for similar property) Seller will be

obligated to correct those defect at it's cost. The items will be corrected within a reasonable time after closing. If the Buyer fails to inspect the unit prior to the closing, said unit will be deemed acceptable "AS IS". The Buyer acknowledges that all matters pertaining to the unit will be handled by the Seller and its representatives and Buyer agrees not to interfere with or molest any workman at the site of the property.

At time of the Closing, the fact that Seller has to complete work after the closing shall not delay or postpone the closing or Buyer's obligations to close and pay the balance of the purchase price or be grounds for reductions of or credit against the purchase price or be grounds for placing a portion of the purchase price in escrow pending completion of such items. No escrow or hold back of closing funds will be permitted.

From and after the closing, Buyer hereby grants Seller and its agent access to the Unit at reasonable time during normal business hours to complete the punch list items. Seller shall have no further obligation to complete punch list items if Seller has submitted three (3) written requests to Buyer for entry over a thirty (3) day period after closing and access to the Unit has been denied for any reason.

8. Prorations:

Real Estate taxes shall be prorated as of the date of closing and shall be based upon the taxes for the previous year. The Seller will not re-prorate the real estate taxes after closing. If the tax bill is projected to be a Master Tax Bill, then Buyer shall pay to Seller the projected tax amount from the date of closing until December 31 of the current year and the Seller shall pay the real estate taxes for the year.

9. Default: Time is of the essence. If Buyer fails to perform his obligations under this purchase agreement within the time specified, the deposits paid by Buyer and any prepayment for extra or upgrades may be retained by or for the account of the Seller as consideration for the execution of this agreement and in full settlement of any claims for damages and all parties shall be relieved of all obligations under this purchase agreement. This shall be Seller's sole remedy. Buyer and Seller agree this is a fair and reasonable compensation to Seller for having constructed the unit and removing the property from the market and having to resell it. The provision herein contained for liquidated damages and agreed upon damages is a bona fide provision for such and is not a penalty. The parties understand that by reason of the withdrawal of the Unit for Sale to the general public at a time when other parties would be interested in purchasing the property, that the Seller has sustained damages if Buyer's default with damages would be substantial but will not be capable of determination with mathematical precision and therefor, as aforesaid, the provision for liquidated damages has been incorporated into this agreement as a provision beneficial to both parties hereto. If this agreement is so terminated, Seller may sell the property to any third party as though this contract has never been made and Seller shall have no obligation to make account to Buyer for any part of the proceeds of such sale.

If, for any reason other than failure of Seller to render his title marketable, Seller fails, neglects, or refuses to perform this agreement, Buyer shall give Seller written notice of such default and if Seller within twenty (20) business days from receipt of such notice shall fail to take action that would cure the default within a reasonable time then Buyer shall within ten (10) days of receipt of Seller's deadline to cure the default may treat this agreement as terminated, and all payments made by the buyer shall be returned. The parties herein shall be relieved of all obligations and liabilities to the other under this agreement. If the Buyer elects to treat this agreement as being in full force and effect, then nothing shall prevent a suit for specific performance.

This paragraph will survive (continue to be effective after) closing.

10. Radon Gas and Lead Based Paint Disclosure:

Pursuant to Florida Statutes 404.056, Seller herein notifies to Buyer as follows: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over times. Levels

of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient and behavioral problems. Lead poisoning poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead based paint hazard from risk assessment or inspection in the seller's possession and notify the Buyer of any known lead-based paint hazard. A risk assessment or inspection for possible lead based paint is recommended prior to purchase.

11. Attorneys' Fees:

In the event that any litigation is commenced respecting this agreement, the unit or the application or regulations to any aspect of this transaction, the prevailing party shall be entitled to attorneys' cost and expenses.

12. No Assignment:

The Buyer shall not assign or transfer this Agreement without Seller's prior written consent, which consent may be withheld arbitrarily, and Seller's refusal to consent to such an assignment will not afford Buyer any claim for damages or other relief against Seller. The Seller may freely assign or otherwise transfer all of its rights and obligations under this Agreement, and upon assumption by Seller's assignee of all obligations under this Agreement, Seller shall be relieved of all obligations to Buyer.

13. Termination of Agreement:

The Seller has the right to terminate this purchase agreement if in his sole opinion, the sales of the development are too few and/or the development is not feasible to the Seller. The Seller shall notify the Buyer by Certified Return Receipt Mail of his decision and refund the deposit by Certified Return Receipt Mail. The Seller shall direct the Escrow Agent to return the deposit to the Buyer. No release shall be required from Buyer.

14. Waiver of Jury Trial and Venue:

To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement. The parties agree that venue for any proceeding brought to enforce this Agreement shall be maintained in Broward County, Florida.

15. Construction Industries Recovery Fund:

Payment may be available from the Construction Industries' Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a state-licensed Seller. For information about the recovery fund and filing a claim, contact the Florida Construction Licensing Board at the following telephone number and address: 1940 North Monroe Street Suite 60, Tallahassee, FL 32399-2202.

16. Existing Improvements:

As-is purchase. Except for such representations and warranties as are set forth in the condominium documents or otherwise in this agreement, the Buyer acknowledges that the Buyer is purchasing the unit "as is" and confirms that neither Seller or Seller's agents have made any representations or warranties concerning or with respect to the unit or the development, construction, ownership, use, or operation thereof and the Buyer is relying upon Buyer's investigation of the property in making its decision to purchase the property. The Buyer understands and agrees that the Condominium is a conversion of previously existing rental apartment complex which was not

constructed by Seller and accordingly that the Condominium is not new construction. The property is substantially complete. Seller request Buyer to conduct an inspection of the property within 15 days of the execution this contract to make Buyer's own specific determination as to the condition of the unit and the dimensions of the Unit and its limited common elements. Buyer agrees to make such inspection and examination within 15 days following the date Buyer sign this Agreement and Buyer understand that Buyer may cancel this agreement if such inspections are not satisfactory to the Buyer. If the Buyer does not conduct the inspection during the 15 day period, the Buyer shall be deemed to waive Buyer right to inspect and will be deemed to have accepted the unit and it's limited common element without reservations or claims as to their general condition, area, dimensions or otherwise. The Buyer shall still be given an opportunity to inspect the unit as set forth in section 7 above.

17. Appliance :

The Seller does not warrant the appliances. If the Seller has agreed to upgrade the appliances then the Seller shall assign the warranty from the manufacturer to the buyer. If the appliances are not upgraded then the appliances are sold in AS IS condition.

18. Notice to unit Buyers about mold, mildew, fungus, spores and chemical in construction products:

Every unit contains products that have water, powders, solids and industrial chemicals that are used in constructing the unit. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals which may cause allergic or other bodily reactions in certain individuals. You should consult your physician to determine the molds, mildews, fungus, spores or chemicals that may adversely affect you or member of your family.

The unit which you are purchasing contains materials which contain or are affected by mold, mildew, fungus, spores and chemicals. The construction products used in building your unit contain, among others, some of the following chemicals in measurable amounts:

- Water (contains or allows growth of molds, mildew and fungus)
- Formaldehyde(e.g. in carpeting and pressed wood products)
- Arsenic (e.g. in treated wood products)
- Fiberglass (e.g. in insulation products)
- Petroleum and Petroleum Products (e.g. in vinyl and plastic products)
- Methylene Chloride (e.g. in paint thinners)

If you are not comfortable with the fact that these chemicals or substances exist in some amount in the unit you are purchasing, you should not purchase this unit.

Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. The unit Buyer understands and agrees that the Seller/Builder is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which the Buyer may experience as a result of mold, mildew, fungus or spores. It is the unit Buyers' responsibility to keep the unit clean, dry, well ventilated and free of contamination. Electronic air filters that may assist in effective air filtration are available at additional cost.

The Buyer understands and agrees that the Seller is not responsible and hereby disclaims any responsibilities for any illness or allergic reaction which the purchaser may experience as a result of mold, mildew, fungus, or spores.

19. Occupied Unit Contingencies:

If the unit is currently occupied by a tenant whose right of first refusal has not yet expired, this agreement is contingent upon the expiration or written waiver of the right of first refusal by the current tenant. The Seller shall notify the Buyer when this contingency has been met or waived.

The unit has been previously occupied by someone other than the Buyer. The unit may be

transferred subject to a lease. In such a case the Seller shall assign such lease, and the security deposit to the Buyer and Buyer shall assume the obligations of the landlord for the security and for the obligations under the lease which arise or accrue on and after the closing. If the unit is sold subject to a lease, copy of the lease is attached hereto.

20. Facsimile:

A facsimile copy of this Purchase Agreement and any signature thereon shall be considered for all purposes as originals. The date of the Contract (effective date) will be the date when the last party has signed this offer.

21. Subordination to Seller's lender:

This contract is and will be subject and subordinate to the liens of any mortgage on the property; provided however that Seller shall cause any such mortgage to be discharged with the proceeds of the sale of the Condominium Unit.

22. Notice of Access to Database regarding the Location of Sex Offenders:

The Florida Department of Law Enforcement ("FDLE") maintains for public access a database of the location of sexual predators and sex offenders. The database is updated regularly and is a source of information about the presence of these individuals in any community, FDLE has established a toll free number that allows the public to request information about sexual predators and sex offenders living in the communities and around the State.

23. Return of Condominium Documents:

If this agreement is canceled for any reason, Buyer will return to Seller all of the Condominium Documents delivered to him in the same condition received, reasonable wear and tear accepted. If Buyer fails to return the Condominium documents, Buyer agrees to pay Seller \$50.00 to defray the cost of preparation, printing and delivery.

24. Condominium documents:

The Buyer agrees to abide by and be bound by all the terms and conditions contained in the Condominium Documents and any amendments thereto, which agreement shall survive the Closing (as hereinafter defined) contemplated here by and delivery of the Special Warranty Deed from Seller conveying the property to Buyer. The Buyer acknowledges that the Association has a lien right against the property for unpaid assessments. The Buyer accepts the same and considers the provisions thereof to be fair and reasonable. The Buyer represents and understands that his primary inducement to contract is the purchase of the Unit and not the availability of or representations regarding any contingent or proposed plans for development. The Seller shall deliver to purchasers all amendments to the documents or items on file with the division, prior to closing, but in no event, later than 10 days after the amendment. The Seller reserves the right, in its sole discretion, to modify, change or amend the foregoing Condominium Documents, including the right to change the legal descriptions of the real property on which the Unit is located, and Buyer authorizes and empowers Seller to file and record, on behalf of Seller and Buyer, respectively, all documents and papers required or desired to be filed in order to do so and to legally create and maintain the Association. Pursuant to Section 718.110(2), FS, matters under sections 718.110(4) and 718.110(8), FS, may not be amended unilaterally by the seller after the Declaration has been recorded. Amendments of such matters require the unit owner(s) and the record owner(s) of liens on the unit(s) to join in the execution of the amendment and for Declarations recorded after April 1, 1992, the approval of not less than a majority of the total voting interests. After closing, Buyer will have no remedy for any changes Seller may make or has made.

25. Maintenance Fees.

The Buyer understands and agrees that the Estimated Operating Budget for the Association

contained in the Condominium Documents provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The monthly levels of assessments shown in the Condominium Association Budget for the unit are guaranteed, if at all, in the manner stated in the Condominium Documents. The Budget itself (as opposed to the levels of assessments payable to the Association), however, is not guaranteed to accurately predict actual expenditures. Changes in the applicable Budget may be made at any time to cover increases or decreases in actual expenses or in estimates. It is intended that the Seller, as the sole Unit Owner upon the formation of the Condominium, will vote not to provide any reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial description is recorded. Thereafter, on an annual basis, a majority of the Association's members other than the Seller may vote to continue not to provide any reserves. If such a vote is in fact made to waive reserves, the assessments per unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such election is made, the assessments per Unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - With Reserves".

26. Notices.

All notices from Buyer to Seller must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested. Unless this Agreement states, otherwise, any notices from Seller to Buyer may be by regular mail, certified mail or by personal delivery. All notices to Buyer shall be sent to the address on the first page of this Agreement. All notices to Seller shall be sent to 3822 West 12th Ave. Hialeah, Florida 33012. A change of an address is not effective until received. All other written notices are effective on the day they are mailed whether or not received, unless receipt of such notice is expressly required by some other portion of this Agreement.

27. Notification of Lawsuit:

Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged construction's defect in your home. Sixty days before you file your lawsuit, you must deliver to the contractor, subcontractor, supplier or design professional a written notice of any construction conditions you allege are defective and provide your contractor and any subcontractors, suppliers or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor or any subcontractors, suppliers or design professionals. There are strict deadlines and procedures under Florida law.

29. Warranties:

Notwithstanding, that this Condominium is a conversion of previously occupied premises, Seller has elected to warrant the improvements solely to the extent provided in Section 718.618 Florida Statutes. Except only for those warranties provided in Section 718.618, Florida Statute and those of Section 718.203, Florida Statutes, to the maximum extent lawful Seller hereby disclaims any and all and each and every express or implied warranties, whether established by statutory common case law or otherwise as to the design, construction, sound and or odor transmission, existence and/ or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties imposed by statute (other than those imposed by Section 718.618, Florida Statutes and 718.203 Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Seller has not given and Buyer has not relied on or bargained for any such warranties. Buyer recognizes and agrees that the Unit and Condominium are not new construction. Buyer has not relied on any warranties and/or representations from Seller of any kind, other than as expressly provided herein.

The Seller has provided in the Condominium Documents the conversion report and the plot plans of the units. Buyer has had an opportunity read these documents and to physically inspected the square footage and dimension of the Condominium Unit. Buyer represents to the Seller that the unit's square footage and dimensions are satisfactory to the Buyer. This is a material representation

which Seller is relying upon to sell the unit to Buyer. This representation shall survive the closing.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed. Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise, assure and expressly disclaim any right to view and/or natural light.

30. Miscellaneous:

This agreement shall not be recorded in the Public Records of Broward County, Florida. Buyer and Seller as used in this agreement shall include the male or female gender and the singular or plural wherever the context hereof so requires.

If the property is damaged by fire or other casualty prior to closing, Seller will have to decide whether or not to repair the property. If the damage will not be repaired, this Contract will be terminated and all deposits already paid will be returned to Buyer.

Should any part, clause, provision or condition of this Agreements be held to be void, invalid or inoperative, the parties agree that such invalidity shall not affect any other part, clause, provision or condition thereof, and that the remainder of this Agreement shall be effective as though such void part, clause, provision or condition had not been contained herein.

To the extent available by applicable law, each buyer may have the Condominium building's energy efficiency rating determined.

The Buyer represents and warrants that there was no real estate broker (other than those brokers who have signed brokerage agreements with Seller to sell houses in this development, provided said brokerage agreements are in full force) instrumental in procuring this purchase, and Buyer agrees to indemnify and hold Seller harmless against and from all liabilities, including attorney's fees, arising from any claims for brokerage commissions or finder's fees arising from any dealings or negotiations had by Buyer with any broker or any other person relating to this purchase.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THE AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OR RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS AVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE AGREEMENT SHALL TERMINATE AT CLOSING.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above written.

Buyer:

Signature of Witness

Signature of Buyer

Name of Witness (Please Print)

Signature of Witness

Name of Witness (Please Print)

Name of Buyer (Please Print)

Signature of Buyer

Name of Buyer (Please Print)

Seller:
CM Summerbreeze Investment Property,
LLC., a Florida Limited Liability Company

Name of Witness (Please Print)

Signature of Witness

Name of Witness (Please Print)

Signature of Witness

Manager

Addendum to Purchase Agreement

Seller: CM Summerbreeze Investment Property, LLC

Buyer:

Property: Unit _____ Building _____ Summerbreeze, a condominium

Date:

Special Promotion Credit for Buyers: If the Buyer elects to utilize the financing offered by the Seller's approved lender, then in that event the Seller shall contribute _____ of the sales price toward Buyer's prepaids, closing costs, non allowable and discount points. This credit may also be applied toward monthly maintenance assessments and working capital and builder's fee. The credit is contingent on Buyer (i) providing the Seller a binding commitment from an approved lender within 15 days of the execution of the contract and (ii) closing with the approved lender at the designated time and date agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above written.

Buyer:

Signature of Witness

Signature of Buyer

Name of Witness (Please Print)

Name of Buyer (Please Print)

Signature of Witness

Signature of Buyer

Name of Witness (Please Print)

Name of Buyer (Please Print)

Seller:
CM Summerbreeze Investment Property,
LLC., a Florida Limited Liability Company

Name of Witness (Please Print)

Signature of Witness

Manager

Name of Witness (Please Print)

Signature of Witness

CFN # 104479742, OR BK 38516 PG 1953, Page 146 of 222

Exhibit "10"

PREPARED BY:
Maria Fernandez-Vallc, Esq.
10570 N.W. 27th Street
Suite 103
Miami, Florida 33172

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS that City National Bank of Florida, the holder of a first mortgage on the property recorded on this 16th day, of August , 2004 in Official Records Book 38029 at Page 869 all of the Public Records of Broward County, Florida, encumbering the described real property attached hereto, does hereby consent to the Declaration of Condominium for Summerbreeze, a Condominium, (the "Declaration"), for the purposes of consenting thereto. This consent being attached to the original Declaration of Condominium.

NOW, THEREFORE, the Mortgagee consents to the recordation of the Declaration amongst the Public Records of Broward County, Florida.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provision, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Summerbreeze, a Condominium, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or other documents used in connection with the promotion of Summerbreeze, a Condominium. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be signed by its proper corporate officers and the seal affixed, this 9th day of NOVEMBER, 2004.

WITNESSES:

Doris Gilmond
Doris Gilmond
Mark A. Tavoletti
Mark A. Tavoletti

City National Bank of Florida
J. Scott McCleneghen
BY: J. Scott McCleneghen,
Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, personally appeared, J. Scott McCleneghen, as Senior Vice President on behalf of City National Bank of Florida, to me well known and known to me to be the person described in and who executed the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal on this 9th day of NOVEMBER, 2004.



Doris Gilmond
My Commission DD172902
Expires December 22, 2008

NOTARY PUBLIC

Doris Gilmond
Doris Gilmond, Notary Public

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Exhibit "11"

CONDOMINIUM CONVERSION

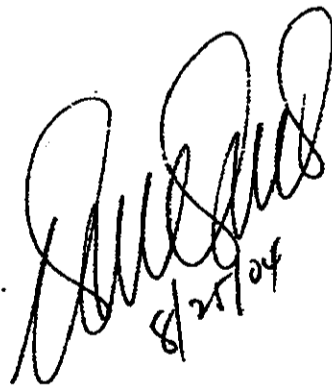
ENGINEERING INSPECTION REPORT

FOR

**SUMMERBREEZE, A CONDOMINIUM
9997 AND 9999 SUMMERBREEZE DRIVE
SUNRISE, BROWARD COUNTY, FLORIDA
PARCEL "A" SUMMERBREEZE, PLAT BOOK 132, PAGE 36
BROWARD COUNTY, FLORIDA**

JULY 28, 2004

**Prepared by:
Bernabe A. Hernandez, P.E.
J. H. MANUCY, Inc.
Engineers, Land Surveyors
4694 Palm Avenue, Suite 203
Hialeah, Florida 33012
Tel: (305) 821-1281
Fax: (305) 825-1705
ORDER NO. 105094**



Handwritten signature of Bernabe A. Hernandez, dated 8/27/04.

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ENGINEERING INSPECTION REPORT FOR CONVERSION TO CONDOMINIUM

PROPERTY: SUMMERBREEZE, A CONDOMINIUM
9997 AND 9999 SUMMERBREEZE DRIVE
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA 33322

DATES OF INSPECTION: JULY 28, 2004

DATE OF COMPLETION OF CONSTRUCTION OF THE IMPROVEMENTS:

THE BUILDINGS WERE BUILT IN 1988-1989 AS PER THE INFORMATION GIVEN TO THIS ENGINEER FROM THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AT THE TIME OF THE INSPECTION THE BUILDINGS WERE OCCUPIED AND BEING USED AS A RESIDENTIAL RENTAL APARTMENT COMPLEX.

TYPES OF CONSTRUCTION OF THE IMPROVEMENTS:

THE SUBJECT PROPERTY IS COMPRISED OF 240 RESIDENTIAL UNITS. THERE ARE ELEVEN (11) BUILDINGS THAT ARE TWO AND THREE STORIES IN HEIGHT. IN ADDITION THERE ARE COMMON ELEMENTS SUCH AS STAIRS, ELECTRICAL ROOMS, LANDSCAPE AREAS, SWIMMING POOL, CLUB HOUSE BUILDING, TENNIS COURT, BASKETBALL COURT AND A RACKET BALL COURT BUILDING, ETC. IN ADDITION, THERE IS A STORMWATER MANAGEMENT AREA TO THE SOUTH AND TO THE NORTH OF THE BUILDINGS. THE BUILDINGS APPEAR TO BE CONSTRUCTED ON CONTINUOUS FOOTING AND ISOLATED FOOTINGS FOUNDATIONS. EXTERIOR WALLS ARE STUCCOED CONCRETE BLOCKS WITH REINFORCED CONCRETE ELEMENTS. FIRST FLOOR IS CONCRETE SLAB; SECOND AND THIRD FLOOR IS CONCRETE SLAB; THE ROOF IS WOOD TRUSSES WITH WOOD DECKING AND FINISHED WITH ASPHALT SHINGLE SYSTEM.

CLARIFICATION OF INSPECTION GOALS:

THE FOLLOWING DISCLOSURE OF CONDITION OF THE VARIOUS COMPONENTS IS GENERAL IN NATURE. ANALYSIS, DESIGN, DETAILED EXPLANATIONS AND OBSERVATIONS OF THE COMPONENTS ARE NOT PART OF THIS ENGINEERING INSPECTION REPORT. THE AGE OF THE COMPONENTS IS BASED ON AVAILABLE PUBLIC INFORMATION OR ESTIMATED BY THE ENGINEER BASED ON PERSONAL EXPERIENCE. ESTIMATED REMAINING USEFUL LIFE OF THE COMPONENTS, ESTIMATED CURRENT REPLACEMENT COSTS OF THE COMPONENTS, AND STRUCTURAL AND FUNCTIONAL SOUNDNESS OF THE COMPONENTS ARE BASED ON PERSONAL EXPERIENCE OF THE ENGINEER. THIS REPORT IS BASED AS OF THE DATE OF THE INSPECTION ABOVE.

RESULTS OF INSPECTION

STRUCTURAL COMPONENT

THE RESIDENTIAL BUILDINGS ARE TWO OR THREE STORIES IN HEIGHT. THE CLUBHOUSE BUILDING IS ONE STORY IN HEIGHT. THE STRUCTURAL SYSTEM CONSISTS OF MASONRY BLOCK UNITS WITH REINFORCED CONCRETE HORIZONTAL AND VERTICAL MEMBERS. THE ROOF CONSISTS OF WOOD TRUSSES AND WOOD DECKING.

1. AGE OF THE STRUCTURE:..... APPROXIMATELY SIXTEEN (16) YEARS

2. ESTIMATED REMAINING LIFE:..... APPROXIMATELY FORTY-FOUR (44) YEARS

3. ESTIMATED CURRENT REPLACEMENT COSTS:..... \$ 8,043,220.00

PER UNIT REPLACEMENT COST:.....REFER TO TABLE 1

4. SAFETY OF STRUCTURAL ELEMENTS WITH RESPECT TO USE INTENDED:

IN GENERAL THE STRUCTURAL ELEMENTS ARE SAFE FOR THE USE INTENDED.

5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF ELEMENT:

IN GENERAL THE STRUCTURAL ELEMENTS ARE SAFE, FUNCTIONING, AND IN SOUND CONDITION.

NOTE: NO DESTRUCTIVE METHOD WAS USED TO ASCERTAIN THE CONDITION OF THE STRUCTURAL ELEMENTS. THE OPINION THAT THE STRUCTURAL ELEMENTS ARE SAFE, FUNCTIONING AND SOUND IS BASED ON VISUAL OBSERVATIONS. IN GENERAL THE STRUCTURAL SYSTEM PRESENTS NO DANGER TO THE PUBLIC AND IS IN SOUND CONDITION FOR THE TYPES OF LOADS NORMALLY ENCOUNTERED IN THIS TYPE OF USE.

AS A ROUTINE MATTER, IN ORDER TO AVOID POSSIBLE MISUNDERSTANDING, NOTHING IN THIS REPORT SHOULD BE CONSTRUED DIRECTLY OR INDIRECTLY AS A GUARANTEE FOR ANY PORTION OF THE STRUCTURAL SYSTEM. TO THE BEST OF MY KNOWLEDGE AND ABILITY, THIS OPINION REPRESENTS AN ACCURATE APPRAISAL OF THE PRESENT CONDITION OF THE STRUCTURAL SYSTEM BASED UPON CAREFUL EVALUATION OF OBSERVED CONDITIONS, TO THE EXTENT REASONABLY POSSIBLE.

ROOF COMPONENT

THE ROOF OF THE BUILDINGS CONSISTS OF WOOD TRUSSES WOOD DECKING AND ASPHALT SHINGLES. THE CLUBHOUSE ROOF IS SIMILAR EXCEPT THAT THE FINISH COVERING IS CEMENT BARREL TILES. AT THE TIME OF THE INSPECTION THERE WERE NO SIGNS OF PONDING ON THE ROOF. IN ADDITION THERE WERE NO SIGNS OF DEBRIS ON THE TOP OF THE ROOF. IT APPEARS THAT THE EXISTING ROOF IS APPROXIMATELY SIXTEEN YEARS OLD. .

NOTE: THE REPLACEMENT COST IS JUST FOR THE ROOF MEMBRANE, SHINGLES, AND CEMENT BARREL TILES; THE TRUSSES AND DECKING WERE PART OF THE STRUCTURAL COMPONENT.

1. AVERAGE AGE OF ROOF COMPONENT:..... SIXTEEN (16) YEARS
2. ESTIMATED REMAINING USEFUL LIFE:.....FOUR (4) YEARS
3. ESTIMATED REPLACEMENT COST AT CURRENT PRICES:.....\$ 400,000.00

PER UNIT REPLACEMENT COST:.....REFER TO TABLE 1

4. SAFETY OF ROOF ELEMENTS WITH RESPECT TO USE INTENDED:

IN GENERAL ROOF ELEMENT IS SAFE FOR THE USE INTENDED.

5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF ROOF ELEMENTS:

IN GENERAL THE ROOF ELEMENT IS SAFE, FUNCTIONING, AND IN SOUND CONDITION.

NOTE: NO DESTRUCTIVE METHOD WAS USED TO ASCERTAIN THE CONDITION OF THE ROOF ELEMENT. THE OPINION THAT THE ROOF ELEMENT IS SAFE, FUNCTIONING AND SOUND IS BASED ON VISUAL OBSERVATIONS. IN GENERAL THE ROOF SYSTEM PRESENTS NO DANGER TO THE PUBLIC AND IS IN SOUND CONDITION FOR THE TYPES OF LOADS NORMALLY ENCOUNTERED IN THIS TYPE OF USE.

AS A ROUTINE MATTER, IN ORDER TO AVOID POSSIBLE MISUNDERSTANDING, NOTHING IN THIS REPORT SHOULD BE CONSTRUED DIRECTLY OR INDIRECTLY AS A GUARANTEE FOR ANY PORTION OF THE ROOF SYSTEM. TO THE BEST OF MY KNOWLEDGE AND ABILITY, THIS OPINION REPRESENTS AN ACCURATE APPRAISAL OF THE PRESENT CONDITION OF THE ROOF SYSTEM BASED UPON CAREFUL EVALUATION OF OBSERVED CONDITIONS, TO THE EXTENT REASONABLY POSSIBLE.

ELEVATOR COMPONENT

THERE IS NO ELEVATOR COMPONENT.

HEATING & COOLING SYSTEMS COMPONENT

INDIVIDUAL UNITS PROVIDE THE HEATING AND COOLING SYSTEMS FOR EACH RESIDENTIAL UNIT. THE CONDENSERS ARE SLAB MOUNTED AND LOCATED IN THE GREEN AREAS SURROUNDING THE BUILDINGS AND THERE IS AN AIR HANDLER WITHIN EACH UNIT. THERE IS A CENTRAL COOLING SYSTEM FOR THE CLUB HOUSE. THE CONDENSING AND AIR HANDLERS UNITS RANGE IN AGE FROM APPROXIMATELY 3-16 YEARS OLD. ABOUT HALF (50%) OF THESE UNITS ARE LESS THAN FIVE (5) YEARS OLD. THE CENTRAL HEATING AND COOLING SYSTEMS FOR INDIVIDUAL UNITS ARE NOT COMMON ELEMENTS AND ARE NOT INCLUDED WITHIN ANY RESERVES.

1. AVERAGE AGE OF THE HEATING AND COOLING SYSTEM COMPONENT.....7.5 YEARS
2. AVERAGE ESTIMATED REMAINING LIFE OF HEATING AND COOLING SYSTEM COMPONENT:
.....SEVEN AND ONE HALF (7.5)YEARS
3. ESTIMATED CURRENT REPLACEMENT COSTS FOR HEATING AND COOLING SYSTEM COMPONENT:
FOR CENTRAL COOLING SYSTEM OF INDIVIDUAL UNITS.....\$ 720,000.00
FOR CENTRAL COOLING SYSTEM FOR CLUB HOUSE.....\$ 12,000.00
FOR CENTRAL COOLING SYSTEM FOR RACKETBALL COURT....\$ 6,000.00

PER UNIT REPLACEMENT COST:.....REFER TO TABLE 1

4. SAFETY OF HEATING AND COOLING ELEMENTS WITH RESPECT TO USE INTENDED:
IN GENERAL THE HEATING AND COOLING ELEMENTS ARE SAFE FOR THE USE INTENDED.
5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF HEATING AND COOLING ELEMENTS:
IN GENERAL THE HEATING AND COOLING ELEMENTS ARE SAFE, FUNCTIONING, AND IN SOUND CONDITION.

NOTE: NO DESTRUCTIVE METHOD WAS USED TO ASCERTAIN THE CONDITION OF THE HEATING AND COOLING ELEMENTS. THE OPINION THAT THE COOLING AND HEATING ELEMENTS ARE SAFE, FUNCTIONING AND SOUND IS BASED ON VISUAL OBSERVATIONS. IN GENERAL THE COOLING AND HEATING ELEMENTS PRESENT NO DANGER TO THE PUBLIC AND ARE IN SOUND CONDITION.

AS A ROUTINE MATTER, IN ORDER TO AVOID POSSIBLE MISUNDERSTANDING, NOTHING IN THIS REPORT SHOULD BE CONSTRUED DIRECTLY OR INDIRECTLY AS A GUARANTEE FOR ANY PORTION OF THE COOLING AND HEATING ELEMENTS. TO THE BEST OF MY KNOWLEDGE AND ABILITY, THIS OPINION REPRESENTS AN ACCURATE APPRAISAL OF THE PRESENT CONDITION OF THE COOLING AND HEATING ELEMENTS BASED UPON CAREFUL EVALUATION OF OBSERVED CONDITIONS, TO THE EXTENT REASONABLY POSSIBLE.

(3)

PLUMBING COMPONENT

THE WATER AND SANITARY SEWER ARE PROVIDED BY PUBLIC UTILITIES. THE WATER DISTRIBUTION PIPING WITHIN THE BUILDING, WHERE VISIBLE, IS COPPER. THE SANITARY SEWER COLLECTION SYSTEM WITHIN THE BUILDINGS, WHERE VISIBLE, APPEARS TO BE PVC PIPING. PLUMBING FIXTURES AND PIPING IN BATHROOMS AND KITCHENS ARE ORIGINAL FIXTURES. THERE IS A LAUNDRY ROOM WITH EIGHT WASHING MACHINES AND EIGHT DRYERS LOCATED AT NEXT TO THE MAINTENANCE ROOM IN THE REAR OF BUILDING NUMBER 10. THERE IS AN ELECTRIC WATER HEATER AT EACH UNIT. THE FIXTURES IN THE LAUNDRY ROOM APPEAR TO BE ABOUT FIVE YEARS OLD. THERE ARE BATHROOMS AND KITCHEN FACILITIES AT THE CLUB HOUSE.

1. AGE OF PLUMBING COMPONENT (PIPING):.....SIXTEEN (16) YEARS
BATHROOM AND KITCHEN FIXTURES..... SIXTEEN (16) YEARS
WASHING MACHINE AND DRYER.....FIVE (5) YEARS
CLUB HOUSE KITCHEN AND BATHROOM FACILITIES.....SIXTEEN (16) YEARS
2. ESTIMATED REMAINING USEFUL LIFE:
PIPING FORTY-FOUR (44) YEARS
KITCHEN AND BATHROOM FIXTURES..... FORTY-FOUR (44) YEARS
WASHING MACHINE AND DRYER..... TEN (10) YEARS
3. ESTIMATED REPLACEMENT COSTS AT CURRENT PRICES:
PIPING (COMMON ELEMENTS)..... \$ 240,000.00
PIPING (NOT COMMON ELEMENTS)..... \$ 240,000.00
KITCHEN SINKS, DRAINS, AND BATHROOM FIXTURES (COMMON) \$ 3000.00
KITCHEN SINKS, DRAINS AND BATHROOM FIXTURES (NOT COMMON)....\$ 240,000.00
WASHING MACHINE AND DRYER.....\$ 16,000.00
PER UNIT REPLACEMENT COSTS:.....REFER TO TABLE 1

4. SAFETY OF PLUMBING ELEMENTS WITH RESPECT TO USE INTENDED:
IN GENERAL PLUMBING ELEMENTS ARE SAFE FOR THE USE INTENDED.
5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF PLUMBING ELEMENTS:
IN GENERAL THE PLUMBING ELEMENTS ARE SAFE, FUNCTIONING, AND IN SOUND CONDITION.

NOTE: NO DESTRUCTIVE METHOD WAS USED TO ASCERTAIN THE CONDITION OF THE PLUMBING ELEMENTS. THE OPINION THAT THE PLUMBING ELEMENTS ARE SAFE, FUNCTIONING AND SOUND IS BASED ON VISUAL OBSERVATIONS. IN GENERAL THE PLUMBING ELEMENTS PRESENT NO DANGER TO THE PUBLIC AND ARE IN SOUND CONDITION.

AS A ROUTINE MATTER, IN ORDER TO AVOID POSSIBLE MISUNDERSTANDING, NOTHING IN THIS REPORT SHOULD BE CONSTRUED DIRECTLY OR INDIRECTLY AS A GUARANTEE FOR ANY PORTION OF THE PLUMBING ELEMENTS. TO THE BEST OF MY KNOWLEDGE AND ABILITY, THIS OPINION REPRESENTS AN ACCURATE APPRAISAL OF THE PRESENT CONDITION OF THE PLUMBING ELEMENTS BASED UPON CAREFUL EVALUATION OF OBSERVED CONDITIONS, TO THE EXTENT REASONABLY POSSIBLE.

ELECTRICAL COMPONENT

THE ELECTRICAL SYSTEM FOR EACH OF THE BUILDINGS IS 120/240 VOLTS, 3 WIRES, TWO PHASE SERVICE. THERE IS A METER ROOM FOR EACH BUILDING LOCATED AT THE FIRST FLOOR LEVEL OF THE BUILDING. BRANCH CIRCUITS ARE WIRED WITH COPPER CONDUCTORS. SEPARATE METERING IS PROVIDED FOR EACH OF THE APARTMENT OR UNITS IN THE METER ROOM. THERE ARE ALSO HOUSE PANELS FOR THE COMMON ELEMENTS IN SOME OF THE METER ROOMS. EACH APARTMENT OR UNIT HAS ITS OWN SUB-PANEL WITHIN THE UNIT ITSELF. THE ELECTRICAL SERVICE AND METERS APPEAR TO BE ORIGINAL. THE ELECTRICAL WIRING WITHIN THE UNITS IS ORIGINAL WIRING.

1. AGE OF ELECTRICAL COMPONENT:
ELECTRICAL SERVICE AND METERS.....SIXTEEN (16) YEARS
UNIT WIRINGSIXTEEN (16) YEARS
2. ESTIMATED REMAINING USEFUL LIFE:
ELECTRICAL SERVICE AND METERSFORTY-FOUR(44) YEARS
UNIT WIRINGFORTY-FOUR (44) YEARS
3. ESTIMATED REPLACEMENT COST AT CURRENT PRICES:
ELECTRICAL SERVICE AND METERS.....\$ 192,000.00
UNIT WIRING AND FIXTURES.....\$ 550,000.00

PER UNIT REPLACEMENT COSTS:.....REFER TO TABLE 1

4. SAFETY OF ELECTRICAL ELEMENTS WITH RESPECT TO USE INTENDED:

IN GENERAL THE ELECTRICAL ELEMENTS ARE SAFE FOR THE USE INTENDED.

5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF ELECTRICAL ELEMENTS:

IN GENERAL THE ELECTRICAL ELEMENTS ARE SAFE, FUNCTIONING, AND IN SOUND CONDITION.

NOTE: NO DESTRUCTIVE METHOD WAS USED TO ASCERTAIN THE CONDITION OF THE ELECTRICAL ELEMENTS. THE OPINION THAT THE ELECTRICAL ELEMENTS ARE SAFE, FUNCTIONING AND SOUND IS BASED ON VISUAL OBSERVATIONS. IN GENERAL THE ELECTRICAL ELEMENTS PRESENT NO DANGER TO THE PUBLIC AND ARE IN SOUND CONDITION. AS A ROUTINE MATTER, IN ORDER TO AVOID POSSIBLE MISUNDERSTANDING, NOTHING IN THIS REPORT SHOULD BE CONSTRUED DIRECTLY OR INDIRECTLY AS A GUARANTEE FOR ANY PORTION OF THE ELECTRICAL ELEMENTS. TO THE BEST OF MY KNOWLEDGE AND ABILITY, THIS OPINION REPRESENTS AN ACCURATE APPRAISAL OF THE PRESENT CONDITION OF THE ELECTRICAL ELEMENTS BASED UPON CAREFUL EVALUATION OF OBSERVED CONDITIONS, TO THE EXTENT REASONABLY POSSIBLE.

SWIMMING POOL COMPONENT

THE SWIMMING POOL COMPONENT IS LOCATED AT THE REAR AND NORTH SIDE OF THE CLUB HOUSE BUILDING. THE POOL IS APPROXIMATELY 1200 SQUARE FEET AND VARIES IN DEPTH FROM THREE FEET (3) TO SIX FEET (6). THE ESTIMATED CAPACITY IS APPROXIMATELY 26 PERSONS. THE POOL DECK IS CONCRETE. THE POOL PUMP ROOM IS JUST TO THE SOUTH OF THE POOL NEXT TO THE CLUB HOUSE BUILDING. THERE IS SMALL WHIRLPOOL APPROXIMATELY 8 FEET IN DIAMETER, 4 FEET DEEP WITH A CAPACITY FOR 7 PERSONS.

1. AGE OF SWIMMING POOL COMPONENT:

SWIMMING POOL, WHIRLPOOL, AND DECK.....SIXTEEN (16) YEARS
POOL PUMP AND FILTERS..... SIXTEEN (16) YEARS

2. ESTIMATED REMAINING USEFUL LIFE:

SWIMMING POOL, WHIRLPOOL, AND DECK..... THIRTY (30) YEARS
POOL PUMP AND FILTERS..... FIVE (5) YEARS

3. ESTIMATED REPLACEMENT COST AT CURRENT PRICES:

SWIMMING POOL, WHIRLPOOL, AND DECK.....\$ 50,000.00
POOL PUMP AND FILTERS.....\$ 10,000.00

PER UNIT REPLACEMENT COSTS:.....REFER TO TABLE 1

4. SAFETY OF SWIMMING POOL COMPONENT WITH RESPECT TO USE INTENDED:

IN GENERAL THE SWIMMING POOL COMPONENT ARE SAFE FOR THE USE INTENDED.

5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF SWIMMING POOL COMPONENT:

IN GENERAL THE SWIMMING POOL COMPONENT ARE SAFE, FUNCTIONING, AND IN SOUND CONDITION.

NOTE: NO DESTRUCTIVE METHOD WAS USED TO ASCERTAIN THE CONDITION OF THE SWIMMING POOL ELEMENTS. THE OPINION THAT THE SWIMMING POOL ELEMENTS ARE SAFE, FUNCTIONING AND SOUND IS BASED ON VISUAL OBSERVATIONS. IN GENERAL THE SWIMMING POOL ELEMENTS PRESENT NO DANGER TO THE PUBLIC AND ARE IN SOUND CONDITION.

AS A ROUTINE MATTER, IN ORDER TO AVOID POSSIBLE MISUNDERSTANDING, NOTHING IN THIS REPORT SHOULD BE CONSTRUED DIRECTLY OR INDIRECTLY AS A GUARANTEE FOR ANY PORTION OF THE SWIMMING POOL ELEMENTS. TO THE BEST OF MY KNOWLEDGE AND ABILITY, THIS OPINION REPRESENTS AN ACCURATE APPRAISAL OF THE PRESENT CONDITION OF THE SWIMMING POOL ELEMENTS BASED UPON CAREFUL EVALUATION OF OBSERVED CONDITIONS, TO THE EXTENT REASONABLY POSSIBLE.

SEAWALL COMPONENT

THERE IS NO SEAWALL COMPONENT.

FIRE SAFETY COMPONENT

APARTMENT SEPARATION WALLS WITHIN THE BUILDINGS MEET ONE-HOUR FIRE RESISTANT REQUIREMENTS.

UNITS ARE PROVIDED WITH SMOKE DETECTORS PROTECTING BEDROOM AREAS. THE BUILDING HAS FIRE EXTINGUISHERS AT EACH FLOOR. THROUGHOUT THE SITE THERE ARE FIRE HYDRANTS. NO FIRE ALARM SYSTEM OR FIRE SPRINKLERS SYSTEM WERE NOTICE IN ANY OF THE BUILDINGS.

1. AGE OF COMPONENTS:

BUILDING WALLSSIXTEEN (16) YEARS
SMOKE DETECTORS/EXTINGUISHERS.....SIXTEEN(16) YEARS

2. ESTIMATED REMAINING LIFE:

BUILDING WALLS.....FORTY-FOUR (44) YEARS
SMOKE DETECTORSFOUR (4) YEARS

3. ESTIMATED REPLACEMENT COSTS AT CURRENT PRICES:

WALLS WERE INCLUDED UNDER THE STRUCTURAL ELEMENTS SECTION.
SMOKE DETECTORS SYSTEM AND FIRE EXTINGUISHERS:..... \$ 40,000.00

PER UNIT REPLACEMENT COST:.....REFER TO TABLE 1

4. SAFETY OF FIRE SAFETY ELEMENTS WITH RESPECT TO USE INTENDED:

IN GENERAL FIRE SAFETY ELEMENTS ARE SAFE FOR THE USE INTENDED.

5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF FIRE SAFETY ELEMENTS:

IN GENERAL THE FIRE SAFETY ELEMENTS ARE SAFE, FUNCTIONING, AND IN SOUND CONDITION.

PAVEMENT AND PARKING AREAS COMPONENTS

THE PAVED PARKING AREAS ARE SURFACED WITH ASPHALTIC CONCRETE (BLACKTOP) THE PAVEMENT WAS RESURFACED IN 2001.

1. AVERAGE AGE OF COMPONENT:.....THREE (3) YEARS
2. ESTIMATED REMAINING USEFUL LIFE:..... TWENTY (20) YEARS
3. ESTIMATED REPLACEMENT COST AT CURRENT PRICES:.....\$ 150,000.00

PER UNIT REPLACEMENT COSTS: REFER TO TABLE 1

4. SAFETY OF PAVEMENT AND PARKING ELEMENTS WITH RESPECT TO USE INTENDED:
IN GENERAL PAVEMENT AND PARKING ELEMENTS ARE SAFE FOR THE USE INTENDED.
5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF PAVEMENT AND PARKING ELEMENTS:
IN GENERAL THE PAVEMENT AND PARKING ELEMENTS ARE SAFE, FUNCTIONING, AND IN SOUND CONDITION.

DRAINAGE COMPONENT

THERE ARE DRAINAGE STRUCTURES IN THE PARKING AREAS WITHIN THE LIMITS OF THE PROPERTY. IN ADDITION, THERE IS AN AREA TO THE SOUTH AND NORTH OF THE PROPERTY ALLOCATED FOR THE STORMWATER MANAGEMENT NECESSITIES OF THE PROJECT. THIS AREA CONSISTS OF A LAKE AND POND.

1. AVERAGE AGE OF COMPONENT:.....SIXTEEN (16) YEARS
2. ESTIMATED REMAINING USEFUL LIFE:..... FORTY-FOUR (44) YEARS
3. ESTIMATED REPLACEMENT COST AT CURRENT PRICES:.....\$ 100,000.00

PER UNIT REPLACEMENT COSTS: REFER TO TABLE 1

4. SAFETY OF DRAINAGE ELEMENTS WITH RESPECT TO USE INTENDED:
IN GENERAL DRAINAGE ELEMENTS IS SAFE FOR THE USE INTENDED.
5. THE STRUCTURAL AND FUNCTIONAL SOUNDNESS OF DRAINAGE ELEMENTS:
IN GENERAL THE DRAINAGE ELEMENTS IS SAFE, FUNCTIONING, AND IN SOUND CONDITION.

TERMITE DAMAGE

THIS ENGINEER DURING THE COURSE OF THE INSPECTION DID NOT NOTICE ANY DAMAGE TO THE STRUCTURE DUE TO TERMITE INFESTATION.

CONVERTER RESERVE ACCOUNTS

DEVELOPER WILL NOT FUND CONVERTER RESERVE ACCOUNTS

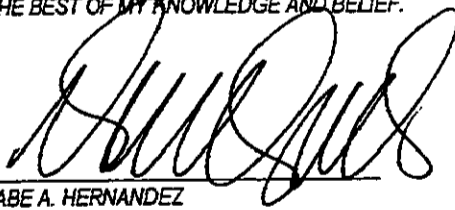
CERTIFICATE

THIS INSPECTION REPORT IS BASED ON VISUAL INSPECTION OF THE SUBJECT PROPERTY. INSPECTION IS LIMITED TO FULFILLMENT OF THE REQUIREMENTS OF CHAPTER 718.616(3)(b), CONCERNING CONVERSION TO CONDOMINIUM, AND PARTICULARLY WITH RESPECT TO THE DISCLOSURE OF CERTAIN COMPONENTS AS TO THEIR AGE, ESTIMATED REMAINING USEFUL LIFE, CURRENT ESTIMATED REPLACEMENT COST, AND STRUCTURAL AND FUNCTIONAL SOUNDNESS OF THE COMPONENT. NO REVIEW OF THE CONSTRUCTION DOCUMENTS IS INCLUDED HEREIN, AND NO COMMENTS ARE MADE REGARDING CONFORMANCE OR NON-CONFORMANCE TO PLANS AND SPECIFICATIONS AND NO DISCLOSURE AS TO ACTUAL CONDITION OF THE ELEMENTS AS PER 718.616(1),(2),AND (3), THIS BEING THE RESPONSIBILITY OF THE DEVELOPER.

I HEREBY CERTIFY THAT I HAVE PERFORMED THE INSPECTIONS AND EVALUATIONS, AND HAVE PREPARED THIS REPORT PERSONALLY FOR THE ABOVE PROJECT, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED: _____

BERNABE A. HERNANDEZ
PROFESSIONAL ENGINEER
CERTIFICATE NO. 18972



8/25/04

PAGE (10)

TABLE 1

SUMNERGEE, A CONDOMINIUM

UNIT TYPE	NUMBER OF UNITS	SQ. FT. UNIT	UNIT TYPE	AREA OF TOTAL	ROOF	STRUCTURAL	FIRE PROTECTION	PLUMBING	ELECTRICAL	PARKING PAVING	ELEVATORS	POOLS	SEAWALL	COLONY & HEATING	DRAINAGE
A	24	174	174	4176	14120	14120	14120	28240	28240	28240	28240	28240	28240	28240	28240
B	30	197	197	5910	19700	19700	19700	39400	39400	39400	39400	39400	39400	39400	39400
C	60	184	184	11040	11040	11040	11040	22080	22080	22080	22080	22080	22080	22080	22080
TOTAL	114	555	555	21126	44860	44860	44860	89720	89720	89720	89720	89720	89720	89720	89720

[Handwritten Signature]
8/25/04

CFN # 104479742, OR BK 38516 PG 1969, Page 162 of 222

Exhibit "12"

EVIDENCE OF DEVELOPER'S INTEREST IN THE
LAND UPON WHICH THE CONDOMINIUM IS TO BE DEVELOPED.

AFFIDAVIT PURSUANT TO FLORIDA STATUTES:
SECTION 718.504(28)

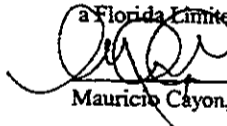
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me the undersigned authority, personally appeared, Mauricio Cayon as Manager of CM Summerbreeze Investment Property, LLC, a Florida Limited Liability Company, as the owner and states:

1) CM Summerbreeze Investment Property, LLC, a Florida Limited Liability Company is the Owner of the property. Copy of the Warranty Deed is attached hereto as, "Exhibit A,"

CM Summerbreeze Investment Property, LLC
a Florida Limited Liability Company by:


Mauricio Cayon, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by Mauricio Cayon as Manager and on behalf of CM Summerbreeze Investment Property, LLC, a Florida Limited Liability Company, the on this 31 day of August, 2004, who is (or are) personally known to me or who has produced Driver's License as identification and who did(did not) take an oath.


Name of Notary



**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

INSTR # 104254204
OR BK 38028 Pages 853 - 858
RECORDED 08/16/04 17:04:22
BROWARD COUNTY COMMISSION
DOC STMP-D: \$162400.00
DEPUTY CLERK 2160
#1, 5 Pages

Greenberg Traurig, P.A.
1221 Brickell Avenue, Suite 2100
Miami, Florida 33131
Attn: Ricardo L. Fraga, Esq.

DEED

THIS INDENTURE, made as of this 5 day of August, 2004, by and between Summerbreeze Sunrise Apartments L.L.C., a Delaware limited liability company ("Seller"), whose taxpayer identification number is 11-3577525 and CM Summerbreeze Investment Property, LLC, a Florida limited liability company (hereinafter, "Grantee").

WITNESSETH:

THAT Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, sell and convey unto the said Grantee, its successors and assigns, the real property (the "Property") located in Broward County, Florida, and more particularly described on Exhibit A attached hereto:

Tax Folio Number: 19129-18-00100

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record.
2. Real estate taxes and assessments accruing subsequent to December 31, 2003 and all subsequent years, which, if applicable, are not yet due and payable.
3. Existing applicable government building and zoning ordinances and other government regulations.
4. Matters which would be revealed by an accurate Survey and inspection of the Property.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

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

↑ WILL CALL
GREENBERG TRAUIG, P.A.

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Summerbreeze Apartments

All of Parcel "A" of SUMMERBREEZE, according to the Plat thereof, recorded in Plat Book 132, Page 36, of the Public Records of Broward County, Florida.

CFN # 104479742, OR BK 38516 PG 1974, Page 167 of 222

Exhibit "13"

PLANNING & DEVELOPMENT
DEPARTMENT



Phone: (954) 746-3270
Fax: (954) 746-3287

October 3, 2003

Maria Fernandez-Valle, Attorney at Law
Square One, Suite 103
10570 N.W. 27th Street
Miami, Florida 33172

RE: Springcrest Condominium (4205, 4215, 3235, 4245, 4255 North University
Drive, Sunrise, Florida 33351)

Dear Ms. Fernandez-Valle:

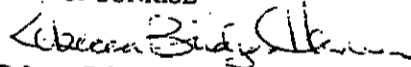
This letter is in response to your recent inquiry regarding the above referenced property. The zoning classification for the property is RM-16 (Medium Density Multiple-family Residential District). Multiple dwellings (not to exceed sixteen (16) units per gross acre) are a permitted use, including condominium units.

Information regarding any building or code violations may be obtained from the Code Enforcement Division of the Building Department. They may be reached at (954) 572-2344.

Should you have any questions regarding this letter, please contact me at (954) 746-3291.

Sincerely,

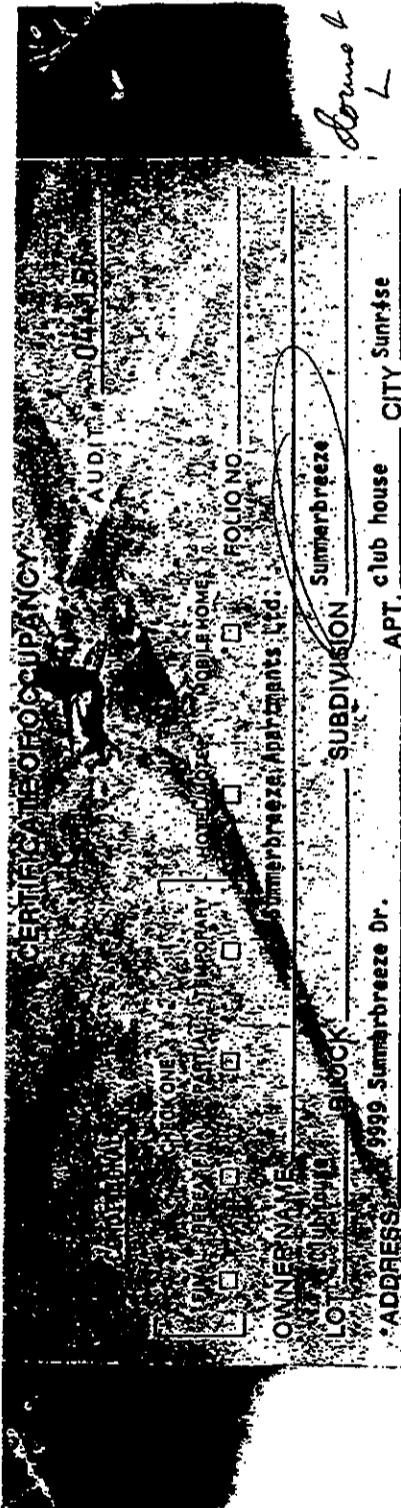
CITY OF SUNRISE


Rebecca Bridges-Hanna, AICP
Principal Planner

RBH/lh

cc: File

F:\Planning_Data\Zoning Info Requests\Zoning Letters 2003\Springcrest condos.doc



Summ
L

CERTIFICATE OF OCCUPANCY
AUDITOR: 04/15/88

SINGLE UNIT
 MULTIFAMILY UNIT
 TEMPORARY
 MOBILE HOME
 FOLIO NO. _____

OWNER NAME: _____
 LOT: _____
 SUBDIVISION: Summabreeze

*ADDRESS: 9999 Summabreeze Dr. APT. club house CITY Summ

CONTRACTOR: Kimmins Contracting Corp. COMP. NO. _____

*PERMIT NO. 10-62-87 *DATE OF C.O. June 20, 1988

APPROVED *S. J. [Signature]*
 BUILDING OFFICIAL

VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT. _____

DRAIN SWALES OK _____

DATE: _____

BY: _____

FOR RECORDS CLERK. _____

BLDG. _____

PLUMB. _____

ELECT. _____

FIRE _____

METERS _____

LANDS. _____

A/C _____

*GROUP OCC. _____

*NO. DWELLING UNITS _____

*APPROX. TOTAL SQ. FT. (FOR GROUP AB EFG) 3361

ZONING _____

PARKING _____

TYPE CONST. _____

OCC. LOAD _____

*INFORMATION REQUIRED FOR OTHER AGENCIES
 Form #503-174
 CITY OF SUMMERS

CERTIFICATE OF OCCUPANCY

AUDIT 045031

CHECK ONE

*FINAL REPEAT FINAL PARTIAL TEMPORARY

HOTEL/MOTEL

MOBILE HOME

* FOLIO NO.

OWNER NAME Summerbreeze Apartments Ltd.

LOT Racquet Ball Block SUBDIVISION Summerbreeze

*ADDRESS 999 Summerbreeze Drive APT Racquet Ball City Sunrise Court

CONTRACTOR Kimmins Contracting Corp COMP. NO.

*PERMIT NO. 10-61-84 *DATE OF C.O. 5-18-89

APPROVED

BUILDING OFFICIAL

VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT.	BLOG.	*GROUP OCC.
DRAIN SWALES OK	PLUMBO.	*NO. DWELLING
DATE:	ELECT.	UNITS
BY:	FIRE	*APPROX. TOTAL
	METERS	SQ. FT. (FOR
	LANDS.	GROUP ABFEFG)
	AC	ZONING
		PARKING
		TYPE CONST.
		OCC. LOAD

*INFORMATION REQUIRED FOR OTHER AGENCIES

Form #503-174

CITY OF SUDBURY

CERTIFICATE OF OCCUPANCY

AUDIT NO. _____

CATEGORY ONE
 CATEGORY TWO
 PARTIAL TEMPORARY
 HOTEL/MOTEL
 MOBILE HOME
 FOLIO NO. _____

OWNER: Sumatbreze Properties, Ltd.
 LOT: 20 unit Rental
 ADDRESS: Sumatbreze Bldg.
 SUBDIVISION: Sumatbreze
 CITY: Sunnyvale
 APT. NO.: _____

CONTRACTOR: Kimmins Contracting Corp. COMP. NO. _____
 *PERMIT NO. 10-45-87 *DATE OF C.O. June 3, 1988

APPROVED S. Seno
 BUILDING OFFICIAL
 VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT.
 DRAIN SWALES OK
 DATE: _____
 BY: _____

FOR RECORDS CLERK.
 BLDG. _____
 PLUMB. _____
 ELECT. _____
 FIRE _____
 METERS _____
 LANDS. _____
 A/C _____

*GROUP OCC. _____
 *NO. DWELLING UNITS _____
 *APPROX. TOTAL SQ. FT. (FOR GROUP ABIEFG) _____
 ZONING _____
 PARKING _____
 TYPE CONST. _____
 OCC. LOAD _____

CITY OF SURREY

* INFORMATION REQUIRED FOR OTHER AGENCIES
Form #503-174

CERTIFICATE OF OCCUPANCY

AUDIT # 044127

CHECK ONE
 FINAL REPEAT
 PARTIAL TEMPORARY
 HOTEL/MOTEL
 MOBILE HOME
 FOLIO NO. _____

OWNER NAME Summerbreeze Apartments Ltd.

LOT 8100 2 BLOCK SUBDIVISION Summerbreeze

*ADDRESS 9999 Summerbreeze Dr. APT. 24 Rentals CITY Sunrise

CONTRACTOR Kimmins Contracting Co. COMP. NO. _____

*PERMIT NO. 10-46-87 *DATE OF C.O. June 9, 1988

APPROVED *[Signature]*
BUILDING OFFICIAL
VOID IF ACCESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT.	FOR RECORDS CLERK.	*GROUP OCC.
DRAIN SWALES OK	BLDG.	*NO. DWELLING
DATE:	PLUMB.	UNITS
BY:	ELECT.	*APPROX. TOTAL
	FIRE	SQ. FT. (FOR
	METERS	GROUP ABFG)
	LANDS.	ZONING
	AVC	PARKING
		TYPE CONST.
		OCC. LOAD

May 6-13-88
10-25

*INFORMATION REQUIRED FOR OTHER AGENCIES
Form #503-174

CITY OF SUNNYSIDE

CERTIFICATE OF OCCUPANCY

AUDIT # 044252

CHECK ONE
 FINAL REPEAT/FINAL PARTIAL TEMPORARY
 HOTEL/MOTEL MOBILE HOME
 FOLIO NO. _____

OWNER NAME Summerbreeze Apartments Ltd.

LOT Bldg. 3 BLOCK Apt. 301-24 SUBDIVISION Summerbreeze

*ADDRESS 9999 Summerbreeze Drive APT. 24 unit Rentals CITY Sunrise

CONTRACTOR Kimmins Contracting COMP. NO. _____

*PERMIT NO. 10-47-87 DATE OF C.O. August 2, 1988

APPROVED *S. Demco*

BUILDING OFFICIAL
VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT.
DRAIN SWALES OK
DATE: _____
BY: _____

FOR RECORDS CLERK.

BLDG.
PLUMB.
ELECT.
FIRE
METERS
LANDS.
A/C

*GROUP OCC. _____
 *NO. DWELLING UNITS _____
 *APPROX. TOTAL SQ. FT. (FOR GROUP AB EFG) _____
 ZONING _____
 PARKING _____
 TYPE CONST. _____
 OCC. LOAD _____

*INFORMATION REQUIRED FOR OTHER AGENCIES
Form #503-174 CITY OF SUNSHINE

CERTIFICATE OF OCCUPANCY

AUDIT # 044253

CHECK ONE: FINAL REPEAT/FINAL PARTIAL TEMPORARY

HOTEL/HOTEL MOBILE HOME

OWNER NAME: Summerbreeze Apartments Ltd. FOLIO NO. _____

LOT: 81dg. A BLOCK: Apt. 401-24 SUBDIVISION: Summerbreeze

ADDRESS: 9999 Summerbreeze Dr. APT. 24 UNIT Renta CITY Sunrise

CONTRACTOR: Kimmins Contracting Corp. COMP. NO. _____

PERMIT NO. 10-48-87 DATE OF C.O. August 2, 1988

APPROVED A. Searce
BUILDING OFFICIAL

VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT. DRAIN SWALES OK DATE: _____ BY: _____	FOR RECORDS CLERK. BLDG. _____ PLUMBG. _____ ELECT. _____ FIRE _____ METERS _____ LANDS. _____ A/C _____
*GROUP OCC. _____ *NO. DWELLING UNITS _____ *APPROX. TOTAL SQ. FT. (FOR GROUP ABFEG) _____ ZONING _____ PARKING _____ TYPE CONST. _____ OCC. LOAD _____	CITY OF SUNRISE

* INFORMATION REQUIRED FOR OTHER AGENCIES
Form #503-174

CERTIFICATE OF OCCUPANCY

AUDIT # 094254

CHECK ONE

*FINAL - REPEAT FINAL
 PARTIAL
 TEMPORARY
 HOTEL/MOTEL
 MOBILE HOME

*
 *
 FOLIO NO. _____

OWNER NAME Summerbreeze Apartments

LOT 81dg. 5 BLOCK Apt. 501-20 SUBDIVISION Summerbreeze

*ADDRESS 9999 Summerbreeze Drive APT. 20 unit rental CITY Sunrise

CONTRACTOR Kimmins Contracting Corp. COMP. NO. _____

*PERMIT NO. 10-49-87 *DATE OF C.O. August 2, 1988

APPROVED S. Jenico

BUILDING OFFICIAL

VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT.	FOR RECORDS CLERK.	*GROUP OCC.
DRAIN SWALES OK	BLDG.	*NO. DWELLING
DATE:	PLUMB.	UNITS
BY:	ELECT.	*APPROX. TOTAL
	FIRE	SQ. FT. (FOR
	METERS	GROUP ABFEFG)
	LANDS.	ZONING
	A/C	PARKING
		TYPE CONST.
		OCC. LOAD

* INFORMATION REQUIRED FOR OTHER AGENCIES

Form #503-174

CITY OF SUNRISE

CERTIFICATE OF OCCUPANCY

AUDIT # 044413

CHECK ONE
 FINAL REPEAT/FINAL PARTIAL
 TEMPORARY
 HOTEL/MOTEL
 MOBILE HOME
 FOLIO NO. _____

OWNER NAME Summerbreeze Apartments Ltd.

LOT 8199.6 BLOCK Apt. 601-20 SUBDIVISION Summerbreeze

*ADDRESS 9999 Summerbreeze Dr. APT. 20 unit Rental CITY Sunrise

CONTRACTOR Ki-mfns Contracting Corp. COMP. NO. _____

*PERMIT NO. 10-50-87 *DATE OF C.O. September 28, 1988

APPROVED *[Signature]* BUILDING OFFICIAL

VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT.
 DRAIN SWALES OK
 DATE: _____
 BY: _____

BLOG. _____
 PLUMB. _____
 ELECT. _____
 FIRE _____
 METERS _____
 LANDS. *LC*
 A/C *61-24*

*GROUP OCC. _____
 *NO. DWELLING UNITS _____
 *APPROX. TOTAL SQ. FT. (FOR GROUP ABFG) _____
 ZONING _____
 PARKING _____
 TYPE CONST. _____
 OCC. LOAD _____

*INFORMATION REQUIRED FOR OTHER AGENCIES Form #503-174 CITY OF SUNRISE

CERTIFICATE OF OCCUPANCY

AUDIT # 044414

CHECK ONE
 FINAL REPEAT FINAL PARTIAL TEMPORARY HOTEL/MOTEL MOBILE HOME
 FOLIO NO. _____

OWNER NAME Summerbreeze Apartments Ltd.

LOT Bldg. 7 BLOCK Apt. 701-720 SUBDIVISION Summerbreeze

*ADDRESS 9999 Summerbreeze Dr. APT. 20 unit rental CITY Sunrise

CONTRACTOR Kamfins Const. Corp. COMP. NO. September 28, 1988

*PERMIT NO. 10-51-87 DATE OF C.O. _____

APPROVED *[Signature]*
 BUILDING OFFICIAL
 VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT. _____

DRAIN SWALES OK _____

DATE: _____

BY: _____

FOR RECORDS CLERK. _____

BLOG. _____

PLUMBING _____

ELECT. _____

FIRE _____

METERS _____

LANDS _____

A/C _____

*GROUP OCC. _____

*NO. DWELLING UNITS _____

*APPROX. TOTAL SQ. FT. (FOR GROUP ABFEG) _____

ZONING _____

PARKING _____

TYPE CONST. _____

OCC. LOAD _____

*INFORMATION REQUIRED FOR OTHER AGENCIES
 Form #503-174
 CITY OF SUNRISE

CERTIFICATE OF OCCUPANCY

AUDIT # 044715

CHECK ONE
 FINAL REPEAT FINAL
 PARTIAL
 TEMPORARY
 HOTEL/MOTEL
 MOBILE HOME
 FOLIO NO. _____

OWNER NAME Summerbreeze Apartments Ltd.
 LOT Bldg #8 BLOCK 801-824 SUBDIVISION Summerbreeze
 *ADDRESS 9999 Summerbreez Drive APT. 24 Rental City Sunrise

CONTRACTOR Kimmins Cont. COMP. NO. _____
 *PERMIT NO. 10-52-87 *DATE OF C.O. January 13, 1989

APPROVED _____

BUILDING OFFICIAL
 VOID UNLESS SIGNED BY BUILDING OFFICIAL

FOR ENG. DEPT.	FOR RECORDS CLERK.	*GROUP OCC.
DRAIN SWALES OK	BLDG.	*NO. DWELLING
DATE:	PLUMB.	UNITS
BY:	ELECT.	*APPROX. TOTAL
	FIRE	SQ. FT. (FOR
	METERS	GROUP ABIEFG)
	LANDS.	ZONING
	A/C	PARKING
		TYPE CONST.
		OCC. LOAD

* INFORMATION REQUIRED FOR OTHER AGENCIES
 Form #503-174
 CITY OF SUNSHINE

Exhibit "14"

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002
PAGE 181 OF 222

RESIDENTIAL COMPLEX: SUMMERSBREEZE APARTMENTS

DATE: October 24, 1993 NUMBER OF LAUNDRY ROOMS: Two SIZE: 17' 6" x 16', 20' x 16' NUMBER OF RENTAL UNITS: 240

Laundry Systems, Inc., its successor and assigns, hereinafter called Lessee does hereby agree with Cumberland Property Management, Inc. agent for Summersbreeze Apartments its heirs, successors, administrators and assigns, hereinafter called the Lessor, at the residential complex known as SUMMERSBREEZE APARTMENTS, 9977 Summersbreeze Drive, Sunrise, Florida 33322 as follows:

In consideration of the mutual covenants contained herein, Lessor agrees to lease all space designated for laundry equipment in the residential complex, on an exclusive basis, to Lessee for a period of eight years from the date of completed installation.

Lessee agrees to install in the residential complex a minimum of twelve brand new Speed Queen commercial clothes washers and twelve brand new Speed Queen commercial clothes dryers with computerized AEDIControl. Title to said equipment shall remain with Lessee at all times and vending whether by coin, token, or any other method, shall be determined by the Lessee. Vending price shall be mutually determined by Lessee and Lessor not to be unreasonably withheld by either party. Lessor agrees that Lessee shall have the right of quiet enjoyment of the residential complex, including unobstructed access to and from.

Lessee agrees to service and keep the equipment in good repair, at its own cost, and to make periodic inspections, no less frequently than once a month. Lessor will supply and maintain at its expense all necessary facilities in the residential complex for the operation of said laundry equipment including electricity, gas, if required, hot and cold water, water disposal, ducts, painting, flooring, fluorescent lighting and provide janitorial service and lint disposal.

Service Guarantee - If Lessor experiences continuous and unusual problems with any specific washer or dryer and the problem is not corrected by Lessee within five business days of notification, Lessee will then replace that specific washer or dryer with a brand new machine or this agreement may be voided by Lessor.

Six Hour Service - Lessee agrees to pay Lessor the cash equivalent of two cycles per day, per inoperative machine if the specific washer or dryer is not operative within six working hours of notification.

Lessee will pay as rental a fixed amount of \$1,000.00 per month less any sales tax, surtax, property taxes, licenses, inspection and occupational fees. Said rental will be paid monthly by check to the office of Lessor.

Notification - All notices required under this Lease shall be by certified mail, to the address of Lessor and Lessee described herein.

Non-complete - Lessor shall not in any manner furnish or enter into any agreement with anyone other than Lessee to furnish washers or dryers in any of the residential units other than the forty pairs of washers and dryers the Lessor currently makes available to its residents.

Service, under this lease, does not cover damages caused by obvious misuse, unnecessary calls for service or interruption in the supply of water, gas, or electricity. Lessee may require Lessor to take reasonable measures to insure that the laundry room(s) are secure.

Lessee shall never be adjudged in default, under this Lease, until thirty days after receipt of written notice of any alleged violation or until after a reasonable time, due to conditions beyond Lessee's control, for Lessee to cure said alleged violation, whichever is later. Failure of Lessee to enforce any provisions herein shall not constitute a waiver of its future right to do so.

In the event of any breach of this Lease by Lessor, Lessee shall be entitled to recover as and for liquidated damages, a sum of money equal number of months remaining of the term of this Lease and renewal option multiplied by ~~the~~ ^{the} average gross receipts collected up to the date of said breach. If any litigation results in connection with this Lease, the successful party shall be entitled to reasonable attorney's fees.

Miscellaneous - The Lessor shall not move or remove, disconnect or tamper with the Lessee's machines for any reason whatsoever. The Lessor shall promptly report any machine malfunction to the Lessee. This Lease shall be freely assignable by Lessee and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns. In the event Lessor's property is transferred, Lessor will notify Lessee at least five days before the transfer and the transferee shall be notified of the existence of this lease. Failure of Lessor to secure an assumption of this lease by the transferee shall not serve to relieve the transferee of its obligation hereunder. This Lease shall survive any sale, assignment, or other transfer of the residential complex. If the gross receipts are less than two cents per day, per machine, in any three month period, Lessee may reduce equipment and/or cancel this Lease upon thirty days prior written notice. Lessor agrees to obtain a subordination/non-disturbance agreement in form supplied by Lessee. This Lease is entered into by Lessor/owner or through its duly authorized agent with full knowledge of the contents hereof and equipment thereto by the owner of the desired premises.

08/26/2004 11:31 FAX

003

This agreement shall be interpreted under, and governed by, the Law of the State of Florida. This agreement is to be interpreted neutrally without regard to events of authorship. The parties hereto agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Dade, State of Florida, and each party hereto waives the right to change of venue or trial by jury. This Lease contains the entire agreement between the parties hereto and may not be modified except in writing, signed by duly authorized representatives of both parties. If any provision hereof is held invalid by a court of competent jurisdiction, it shall be automatically deleted and all remaining provisions shall remain in full force and effect.

Lessee agrees to pay Lessor a fee of \$6,000.00 for reimbursement of Leasehold improvements to be paid within thirty days of execution. Should this lease be cancelled for any reason whatsoever, a prorated portion of this fee shall be returned to Lessee by Lessor.

Accepted Date: 10-28-93

Lessor: **SUNSHINE APARTMENTS**
0007 Sunrise Drive
Sunrise, Florida 33322

LESSEE: **Laundry Systems, Inc.**
3466 North Miami Avenue
Miami, Florida 33127

By: [Signature]
Signature/Title
JOSEPH WILLIAMS, President
PRINT NAME

By: [Signature]
Signature/Title
PRINT NAME

I Certify that I have the authority to execute this Lease as a corporate officer, partner or authorized agent.

Witness: [Signature]
Print name

Witness: [Signature]
Print name

Witness: GAIL LUTWILER
Print name

Witness: JAMES ELLISON
Print name

State of Florida, before me the undersigned authority, personally appeared JOSEPH WILLIAMS as the authorized signatory of Lessee who being over twenty-one (21) years and under oath, acknowledge before me that he executed the foregoing Lease for the use and purposes therein expressed and that the contents thereof are true and correct.

OFFICIAL NOTARY SEAL
GARY WAYNE RICH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC39091
MY COMMISSION EXPIRES APR. 25, 1998

[Signature]
Notary Public

Lessor is () Incorporated Federal I.D. # _____ or is () Unincorporated Social Security # _____

State of Florida, before me the undersigned authority, personally appeared Joseph Williams the authorized signatory of the Lessor who being over twenty-one (21) years and under oath, acknowledge before me that he executed the foregoing Lease for the uses and purposes therein expressed and that the contents thereof are true and correct.

My Commission Expires: 5-15-94
[Signature]
Notary Public CC 011978

FOR OFFICE USE ONLY:
A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q

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004
PAGE 03/04

Laundry Systems, Inc.

Addendum to Laundry Space Lease by and between Laundry Systems, Inc.
(hereinafter Lessee) and Cumberland Property Management, Inc. agent for
Summerbreeze Apartments (hereinafter Lessor) dated October 24, 1993.

The Lessor and Lessee agree to the following:

1. Lessee agrees to pay Lessor \$2,014.00 to tile the laundry rooms.
2. The term of this agreement shall be extended for an additional two years.
3. All other terms and conditions between the parties shall remain the same.

Date accepted 7-1-94

Lessor: Cumberland Property Management, Inc. agent for Summerbreeze Apartments

Lessee: Laundry Systems, Inc.

By: [Signature]

By: [Signature]

Print Name/Title: Dale B. Watson, Jr.

Print Name/Title: JAMES ELLISON
President

Witness: [Signature]

Witness: [Signature]

Print Name: DALE WATSON

Print Name: Carmen G. Espada

Witness: [Signature]

Witness: [Signature]

Print Name: KATHLEEN KUASK

Print Name: Ruth Palma



08/26/2004 11:31 FAX
08/26/2004 08:02 9543004527

0005
PAGE 04/04

03/02/01 FRI 10:03 FAX 407 895 3010
nt By: CUMBERLAND PROPERTY MANAGEMENT; 1 813 888 8987;
03/01/01 THU 17:58 FAX 407 895 3810

COINMACH ORLANDO
02 Mar 01 9:10; Job 587; Pgs 4/4
COINMACH ORLANDO

MEMORANDUM AND ADDENDUM OF LEASE

This Addendum is to the Laundry Lease dated 10-25-93 by and between _____ LESSOR, the owner/authorized agent for the owner of the property commonly known as SUNNYSIDE APARTMENTS and COINMACH, LESSEE.

In consideration of the mutual covenants in the Lease, LESSOR and LESSEE agree as follows:

- LESSOR may cancel this agreement prior to its lawful expiration date by providing LESSEE with a check in the amount of \$14,832.00 representing a "buyout" of the lease. This check, made payable to Coinmach, must be received on or before March 21, 2001.
- As an alternative, LESSOR and LESSEE shall extend the existing Lease Agreement dated 10-25-93 of Sun Forest apartments. (Lease Extension Agreement attached)
- Once canceled and until such time as the LESSOR provides LESSEE with a written 30 day notice, LESSEE agrees to provide equipment and service to Summer Brass and to pay, as rental for said space, in arrears, less authorized deductions, 20% of the gross revenue derived from the operation of said equipment, on a month-to-month basis.
- LESSEE shall be granted the right of first refusal to match the economic terms of any bona fide bid to provide service and/or equipment.

LESSOR
[Signature]
By: _____
Date: 030101

COINMACH
LESSEE
[Signature]
Rya Barak/Regional Vice President
Date: 030101


On this 1 day of March, 2001, before me the undersigned authority, personally appeared [Signature] as the authorized signatory of the LESSOR who being under oath, acknowledged before me that (s)he executed the foregoing Lease Addendum for the uses and purposes therein and that the contents are true and correct. Signatory _____ is personally known to me.

Notary Public: [Signature]
Print Name: _____

Commission Expires:  Kathleen L. Kudsk
Commission # CC 737184
Expires May 15, 2002
COUNTY OF PALM BEACH, FLORIDA

On this 1 day of March, 2001, before me the undersigned authority, personally appeared Rya Barak, Regional Vice President, as the authorized signatory of the LESSEE who being under oath, acknowledged before me that she executed the foregoing Lease for the purposes therein and that the contents are true and correct. Signatory _____ is personally known to me.

Notary Public: [Signature]
Print Name: Debbie Cornea

Commission Expires:  MY COMMISSION # CC 737184
EXPIRES MAY 15, 2002
COUNTY OF PALM BEACH, FLORIDA



Broadband Service Agreement

This Agreement ("Agreement") is entered into effective the June 4, 1999, by and between MediaOne Of Greater Florida, Inc. ("MediaOne") and Summerbreeze Apartments, LTD. ("Owner").

WITNESSETH

WHEREAS, Owner owns certain real property located in the County of Broward, State of Florida, the particular legal description of which is attached as Addendum "A," and incorporated by this reference as though fully set forth herein, on which are located approximately Two Hundred Forty (240) dwelling units ("Property"); and

WHEREAS, MediaOne is in the business of providing cable and other broadband communications services; and

WHEREAS, Owner desires to have Service (hereinafter described) at, and MediaOne desires to provide such Service to, the Property;

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, MediaOne and Owner agree as follows:

AGREEMENT

- I. **Right to Offer Service** - MediaOne shall have the right to market and provide cable service on an individual subscriber basis to any dwelling unit or resident at the Property on such terms and conditions as are generally utilized for individual subscribers within the immediately contiguous portion of its franchise area ("Service"). MediaOne retains the right to control, add to, delete, and/or change the Service, and to terminate the Service to subscribers who fail to abide by the terms and conditions of any agreement. MediaOne may, at its option, offer other broadband communications services, including but not limited to, telephone service, which shall be by separate agreement.
- II. **Grant of Easement** - Owner grants to MediaOne, its successors and assigns, an easement in gross in the Property for use in delivery of Service to residents of the Property and elsewhere by extension therefrom, and agrees to execute a separate Grant of Easement in recordable form (attached hereto). The easement extends throughout the Property (both land and improvements), including but not limited to common area, utility areas, and all other spaces on, in and over the Property as are reasonably necessary or useful for location, relocation, installation, maintenance, repair, upgrading, monitoring, operation and removal of the Facilities (hereinafter described). The easement includes free rights of access, ingress and egress at the Property, and the right to market Service to residents at the Property, including, but not limited to, door-to-door sales, and placing company literature in common areas of the Property.
- III. **Installation and Maintenance of Facilities** - MediaOne shall have the right to install and maintain all necessary cable distribution plant and equipment ("Facilities"), and to use any existing Facilities, for the provision of Service and other broadband communications at the Property, including all equipment and appurtenances reasonably necessary or useful, or which may become necessary or useful (and including upgrading the system to conform to any technological advancements) for furnishing broadband communications services which MediaOne may from time to time provide to the Property or elsewhere by extension therefrom. Facilities include, but are not limited to, converters, remote controls, and other equipment which may be provided to residents at the Property for the purpose of receiving Service.
- IV. **Customer Billing** - Transactions for Service shall be directly between MediaOne and individual subscribers/residents. Owner shall not be responsible for installation charges, monthly subscription rates, equipment deposits, or other charges for subscribers' Service.

MediaOne is responsible for collection of charges, billing, accounting, and other services related to subscriber accounts. However, Owner shall cooperate with MediaOne and shall provide forwarding addresses of former residents of the Property and other such available information to facilitate collection of delinquent accounts.

Owner shall use reasonable efforts to attempt to retain and return any equipment of MediaOne that is the possession of residents who have terminated their leases.

- V. Covenants of Owner - Owner warrants he/she/it has title to the Property and is authorized to enter into this Agreement. This Agreement constitutes the legal, valid, and binding obligation of Owner.

Owner agrees to provide reasonable assistance to MediaOne as requested in the marketing of its service to Property residents. Such assistance may include: providing MediaOne supplied information upon initial occupancy, providing an on-site location for the placement of MediaOne service information, and other assistance as may be mutually agreeable.

Owner shall cooperate and assist MediaOne's access to portions of the Property not readily accessible, including but not limited to, unattended dwelling units as necessary.

Owner shall not, without the express prior written consent of MediaOne, permit any other person, corporation or other entity to use, service, change, remove, damage or tamper with the Facilities. Owner agrees to indemnify MediaOne for any liability, cost or expense incurred by MediaOne as a result of damage caused to the Facilities by Owner, its employees, representatives or subcontractors.

Owner will not, during the term of this Agreement, enter into any single point or "bulk billed" video service Agreement for the Property with any service provider other than MediaOne without the prior express written approval by MediaOne.

Owner shall bear all electrical expenses (if any) in connection with the Facilities and shall provide MediaOne with access to the Property's electrical system. Additionally, if slab piping is required to provide Services hereunder, Owner shall be fully responsible for the installation/construction of the necessary slab piping.

Owner shall bear full responsibility for the location of private utilities on the Property, and shall notify MediaOne in writing not later than forty-eight (48) hours prior to allowing any excavation in or around the Facilities.

Owner shall ensure that Facilities are not used as a Master Antenna System or for any other purposes not related to the Services provided by MediaOne.

Owner represents to MediaOne (a) that the Property is currently not contaminated by any Hazardous Materials (as that term is defined under Federal Law); (b) that no Hazardous Materials are being used, generated, or disposed of on or about the Property; (c) that during the initial term of this Agreement, and during any option period, Owner, its employees and agents shall not cause or permit the treatment, storage or disposal of any Hazardous Material in, on or about the Property, and shall not permit introduction of any Hazardous Materials in compliance with Federal and State Environmental Laws; and (d) that Owner shall be solely responsible for, and shall defend, indemnify and hold MediaOne, its agents and employees harmless from and against all claims, costs, liabilities and penalties, including reasonable attorney's fees and costs arising out of or in connection with the Owner's breach of its obligation under this Paragraph. Owner shall be solely responsible for and shall defend, indemnify and hold MediaOne, its agents, and employees harmless from and against any and all direct claims, costs, liabilities and penalties, including reasonable attorney's fees and costs, arising out of or in connection with the removal, abatement, or other cleanup, or restoration of the Property, except for cleanup caused by MediaOne's introduction of Hazardous Materials to the Property. Owner's obligations under this Paragraph shall survive any termination of this Agreement.

- VI. Ownership of the Facilities - All of the Facilities employed at the Property pursuant to this Agreement, and installed or maintained by MediaOne shall at all times be and remain the property of MediaOne, and shall not be considered fixtures of the Property. Neither Owner nor any third party shall have any rights in the Facilities except as expressly agreed to in writing by MediaOne. Owner and Owner's employees, agents, and contractors shall not use, tamper or interfere with the Facilities, and shall use reasonable care not to damage the Facilities. At the termination of this Agreement, MediaOne, at its option, may remove or leave in place any or all of the Facilities. MediaOne shall have a period of six (6) months following the termination of this Agreement to remove the Facilities.
- VII. Condition of Property - MediaOne shall repair any damage to Owner's Property resulting from either MediaOne's or its contractors' negligence in the installation, operation, or removal of the Facilities, restoring the Property as near as is reasonably possible to its condition prior to the damage.
- VIII. Term - This Agreement shall commence on the date appearing in the first paragraph hereof and shall continue for an initial period of ten (10) years. Thereafter, this Agreement shall be automatically renewed for consecutive terms of five (5) years each, unless written notice of termination is given by one party to the other as described hereinafter in the Notice Paragraph at least ninety (90) days prior to the expiration of the initial or renewal term then in effect.

- IX. Termination - MediaOne may terminate the Agreement upon sixty (60) days written notice (or such shorter period as may be required by law) to Owner if MediaOne is unable or it becomes impracticable to continue the distribution of Service because of any law, rule, regulation, judgment of any court, or any similar reason beyond the reasonable control of MediaOne.
- X. Breach and Cure - If either party shall be in breach of a provision of this Agreement and such breach shall not be cured within thirty (30) days after notice thereof then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this Agreement. The period to cure shall be extended by the non-breaching party if the breaching party is diligently pursuing a cure but has been unable to complete such cure within the applicable cure period. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if performance is prevented by an Act of God or other circumstance beyond a party's reasonable control.
- XI. LIMITATION OF LIABILITY - NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.
- XII. Dispute Resolution - Other than those claims over which a regulatory agency has exclusive jurisdiction and actions for injunctive relief, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA").
- All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.
- Either party may request from the arbitrator injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved.
- Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. 1, et. seq) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.
- If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.
- XIII. Amendment - No amendment to the Agreement shall be effective unless made in writing and signed by both the Owner or its authorized representative and MediaOne.
- XIV. Force Majeure; Insurance - Neither party shall be liable to the other party for its failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any event beyond such party's control, including (but not limited to) acts of God, acts of public authority, war, riot, strike, work stoppages, or failures or delays of utilities, suppliers, or carriers. MediaOne shall maintain liability insurance coverage for bodily injury and Property damage as required by its franchise.
- XV. Assignment - This Agreement shall be binding upon Owner and MediaOne, their heirs, successors and assigns, and runs with the land. MediaOne may assign this Agreement without consent of Owner. If Owner's interest in the Property is transferred, Owner shall provide MediaOne prior written notice hereinafter described in the Notices Paragraph and ensure that the new owner assumes Owner's obligations hereunder.
- XVI. Whole Agreement - This Agreement, including Addendums, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements between the parties, whether written or oral, express or implied, with respect to the subject matter hereof.
- XVII. Severability - The invalidity or unenforceability of any provision of the Agreement (in whole or in part) shall in no way affect the validity or enforceability of any other provision.
- XVIII. No Waiver - By entering into this Agreement, MediaOne is in no way waiving or relinquishing any rights it may have to access the Property under local, state or federal law.



XIX. Notice - Notices shall be sent by United States Mail. Notices of assignment or termination of the Agreement, shall be in writing and shall be deemed to have been properly given, served and received only as follows: (i) if delivered by messenger, when delivered (ii) if delivered by a reputable overnight express courier, freight prepaid, when delivered or (iii) if mailed by deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, when received or refused.

All notices to MediaOne must be sent to:

MediaOne
Commercial Accounts Director
600 N. Pine Island Road
Plantation, FL 33324

With a copy to:

MediaOne
Attn: Law Department
188 Inverness Drive West
Englewood, CO 80112

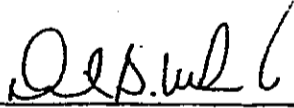
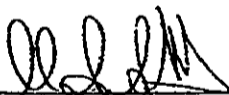
All notices to Owner must be directed to Owner as follows:

Summerbreeze Apartments, LTD
c/o Cumberland Management
4311 West Waters Avenue
Suite 402
Tampa, FL 33614

Attention: Gail Cancio

Either party may designate such other person or post office address as it may from time to time require for the purpose of receiving said notices by giving appropriate written notice to the other of such new designation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the month, day and year first written above.

OWNER:	MEDIAONE:
By: 	By: 
SIGNATURE	SIGNATURE
DAVID B. WATKINS, JR	Michael And. pds Ky
PRINTED NAME	PRINTED NAME
Title: PRESIDENT	Title: Vice President, Advertising
Address: 4311 W. WATERS AVE #400	Address: 141 NW 16 St
City: TAMPA	City: Pompano Beach
State & Zip Code: FL 33614	State & Zip Code: Florida, 33060
Phone No.: (813) 882-0599	Phone No.: (954) 532-6000



Summerbreeze Apartments, LTD.
Addendum
June 4, 1999
Page Two

IN WITNESS WHEREOF the parties have signed this Agreement on the date first written above.

WITNESSES (2):

Kathleen Kudsk
[Signature]

[Signature]
[Signature]

SUMMERBREEZE APARTMENTS, LTD.

Summerbreeze App, Inc.
By: [Signature]
(Signature)

Name: DAVID B. WATSON, JR.

Title: PRESIDENT

MEDIA ONE OF GREATER FLORIDA, INC.

By: [Signature]
(Signature)

Name: Michael Anapolsky

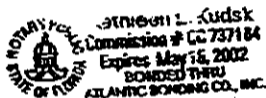
Title: Vice Pdt, Advertising

STATE OF FLORIDA
COUNTY OF BROWARD

Florida Limited Partnership

The foregoing instrument was acknowledged before me this 9th day of Sept 1999, by David B. Watkins as President of SUMMERBREEZE APARTMENTS, LTD., a Florida ~~not for profit~~ Corporation, on behalf of the corporation. He or She is personally known to me or has produced identification as identification and did take an oath.

NOTARY PUBLIC



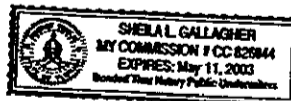
Sign: Kathleen L. Kudsk
Print: KATHLEEN L. KUDSK
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of Nov., 1999, by Michael Arpaio as Vice President of Assoc. of MEDIA ONE OF GREATER FLORIDA, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me and did take an oath.

NOTARY PUBLIC

Sign: Sheila L. Gallagher
Print: Sheila L. Gallagher
State of Florida at Large (Seal)



Ⓢ

CFN # 104479742, OR BK 38516 PG 1998, Page 191 of 222

Exhibit "15"

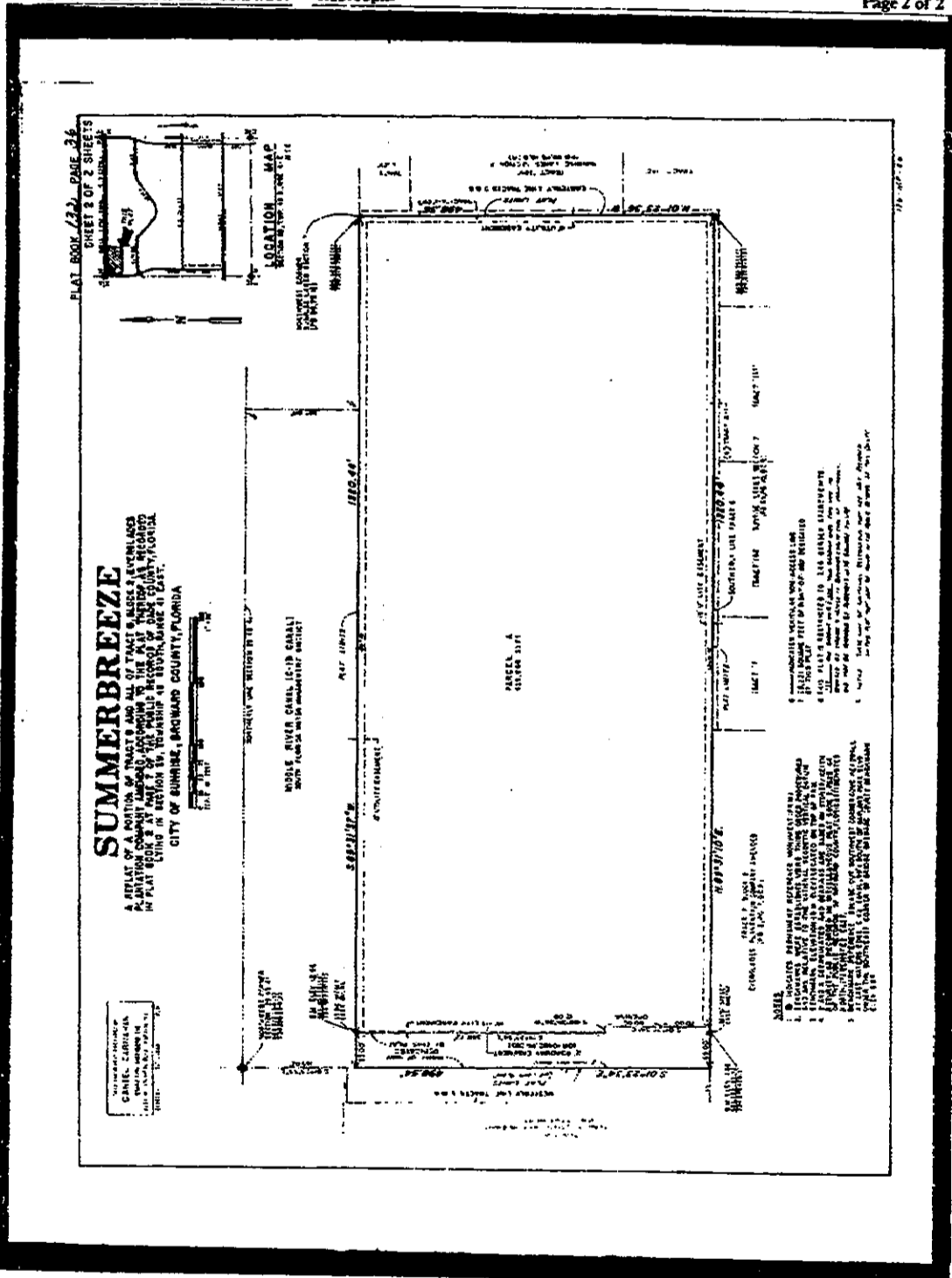


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Page 1 of 1

Rob HITT Road

82-292155 EASEMENT

THIS INSTRUMENT, made this 26 day of October, 19 82, between

DONALD R. HOYT and GRACE K. HOYT, his wife parties of the first part and Broward County, a political subdivision of the State of Florida, party of the second part.

WITNESSETH

WHEREAS, the parties of the first part are the owners of property situate in Broward County, Florida, and described as follows:

Those portions of Tracts 5 and 6, Block 2, of Section 29, Township 49 South, Range 41 East, according to the plat of EVERGLADES PLANTATION COMPANY AMENDED, as recorded in Plat Book 2, Page 7, Public Records, Dade County, Florida, lying within 55.00 feet East of and parallel with the West line of said Section 29;

LESS therefrom, that portion of said Tract 5, lying within 165.00 feet South of and parallel with the North line of said Section 29.

92 OCT 29 PM 12:40

and,

WHEREAS, the party of the second part desires an easement for a public road and/or other appropriate purposes incidental thereto, on, over, and across said property,

and,

WHEREAS, the parties of the first part are willing to grant such easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the parties of the first part do hereby grant unto the party of the second part, its successors and assigns, full and free right and authority to construct, maintain, repair, install and rebuild facilities for above stated purposes and do hereby grant a perpetual easement on, over and across the above described property for said purposes.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals of the day first above written.

[Signature] Witness
[Signature] DONALD R. HOYT (SEAL)
[Signature] Witness
[Signature] GRACE K. HOYT
[Signature] Witness
[Signature] Witness
 454
 F. T. JOHNSON
 Notary Public

STATE OF Florida
 COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DONALD R. HOYT and GRACE K. HOYT, to me well known as the persons described in and who executed the foregoing Easement Deed, and who acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on
Orange, Florida in the above stated County, this 26 day of
OCTOBER, 19 82, A.D.

Notary Public, State of Florida
 My Commission Expires January 16, 1985
 Bonded by American Fidelity & Guaranty Co.

By: NOEL M. PFEFFER
 Notary Public

RETURN TO FRONT RECEPTION

REC 10482 PD 295

IMAGE01: FL-04-60967-2 05/24/200

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Page 1 of 22

87-258771

CITY OF SUNRISE
10770 WEST OAKLAND PARK BLVD.
SUNRISE, FLORIDA 33321
741-2580

AI-278

DEVELOPER AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of May, 1997, by and between the CITY OF SUNRISE FLORIDA, a municipal corporation, hereinafter referred to as "CITY", and Sunbreeze Apartments, Ltd. hereinafter referred to as "DEVELOPER".

WHEREAS, Developer owns or controls lands located in Broward County, Florida, and described in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Property", and Developer intends to develop the Property by erecting thereon single-family residential, multi-family apartment or condominium buildings, commercial improvements, or mobile home sites and units, or one of any combination of these; and

WHEREAS, Developer is desirous of having available to the Property City's central water and sewer systems so that there may be provided to the Property and the improvements to be constructed thereon from time to time and to the occupants thereof, adequate water and sewer service from the central water and sewer systems of City; and

WHEREAS, City is willing to provide, in accordance with the provisions of this Agreement, central water and sewer facilities and to extend such facilities to the Property and thereafter operate such facilities so that the occupants of the improvements on the property will receive an adequate water supply and sewage collection and disposal system;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and City hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - a. "Property": The land and/or improvements described in Exhibit "A" and any supplements to Exhibit "A" as may be agreed upon between the parties, initialed and dated.
 - b. "Stage Area": Refers to a part of the Property which is being or is to be developed as a unit.
 - c. "Lot or Tract": Each building site as platted for record as shown on the Master plan and plat.
 - d. "Service": The readiness and ability on the part of the City to furnish water and sewer service to each lot. Thus, the maintenance by City of adequate pressure to the point of delivery shall constitute the rendering of water and sewer service.
 - e. "Point of Delivery": The point where the pipes or meters of the City are connected with the pipe of the consumer. Unless otherwise indicated, point of delivery shall be at a point on the consumer's lot line.

CITY OF SUNRISE, 10770 W. OAKLAND PARK BLVD., SUNRISE, FL. 33321 ATTY: B.J. DUNN, CITY CLERK

BK 14537960948

BY NO. AUTHORITY OF...
IN WITNESS WHEREOF, the Mayor and City Clerk have hereunto set their hands and the seal of the City of Sunrise, Florida, this 7th day of May, 1997.

812

f. **"Connection Charge"**: Those charges for inter-connection of any consumer of City's water or sewer services as may be determined from time to time by City, and as more particularly set forth in Exhibit "B".

g. **"Guaranteed Revenues"**: Charges for availability of service as may be determined from time to time by City, and as more particularly set forth in Exhibit "B".

h. **"Consumer Installation"**: All facilities on the customer's side of the point of delivery.

i. **"Contribution-in-aid-of-Construction"**: The sum of money, and/or property, represented by the value of the water distribution system constructed by the Developer, which Developer covenants and agrees to contribute to City as a contribution-in-aid-of-construction, to induce City to provide water and sewer services to the Property in accordance with Ordinances of the City passed and adopted and as may be amended from time to time.

3. **Easements**: By these presents Developer hereby gives and grants to City, at no cost to the City, permanent and exclusive easement rights as required by the City for the installation, maintenance and operation of the water and sewer facilities required within the property (hereinafter sometimes referred to as the "on-site systems"). Such conveyance shall take effect without further action upon the execution of the Agreement. As further evidence of said granting of easements, and prior to the rendering of service by the City, Developer shall convey said easements to City by such easement grant document, in recordable form prescribed by City, and shall cover such rights-of-way and areas as shall be designated in order to best serve the property, including rights of ingress and egress. Such easement rights shall be for such period of time as City or its successors or assigns require in the construction, ownership, and maintenance, operation or expansion of said water and sewer facilities. Developer shall have the right, upon reasonable notice and mutual consent, to re-locate said easement area in the future, provided that Developer bears the entire cost of said relocation of easement and/or lines and agrees to indemnify and hold City harmless from all claims, damages and expenses which may be incurred in regard thereto.

City on its part agrees that all easement grants will be utilized in accordance with established and generally accepted practices in the water and sewer utility industry, and that Developer in granting easements herein, or pursuant to the terms of this instrument, shall have the right to grant easements and privileges to other persons, firms or corporations to provide the property and utility services other than water and sewer services. Developer shall furnish to City plans or engineering drawings showing the location of any proposed easements for buried power cables (if applicable), telephone or television cables, and gas lines, as required for site plan consideration or approval.

Any necessary easement grants required to bring the water and sewer services of City to the Property line, for construction by Developer of off-site water and sewer mains and lines, shall be secured by City at no cost to Developer.

4. **Agreement to Serve**: Subject to obtaining all required approvals from applicable governmental authorities, City agrees to provide water and sewer services to the Property, as and when needed, but in accordance with the terms and provisions of this Agreement and rules, regulations and orders of any governmental authority having jurisdiction thereof.

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5. Method of Extension and Delivery of Service:

a. The responsibility for construction and installation of all "on-site" and "off-site" water and sewer facilities shall be that of Developer, at Developer's cost.

b. The term "on-site" facilities means and includes all water distribution and supply mains, lines and pipes and related facilities, and sewage collection and disposal mains, lines and facilities, and lift stations required to be constructed within the boundaries of the Property and connected to City's off-site extension. The term "on-site" facilities does not include Consumer Installations.

c. The term "off-site" facilities means all water and sewer lines, mains, facilities or systems located outside the boundary lines of the Property.

d. With respect to the construction of said on-site and off-site facilities, the following conditions and provisions shall govern (said construction shall be referred to herein collectively as the "Utility Systems").

(1) By these presents, Developer hereby transfers to City title to all water distribution and sewage collection systems installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect without further action upon the acceptance by City of the said installation. As further evidence of said transfer of title and upon the completion of the installation and prior to the rendering of service by City, Developer shall convey to City, by Bill of Sale, in form provided by City, the complete water distribution and sewage collection systems as constructed by Developer and approved by City.

(2) Prior to the commencement of construction of any facilities by Developer, Developer shall cause to be prepared engineering plans and specifications, prepared and sealed by a professional engineer of sanitary engineering, showing the subject water and sewer systems. The plans and specifications shall be submitted to the City's engineer for written approval prior to commencement of construction. In addition, Developer shall cause its engineer to submit to City's engineer specifications governing the material to be used and the method and manner of installation. The approval required by City's engineer shall not be unreasonably withheld or delayed, but no construction of Utility Systems shall commence until City's engineer has approved such plans and specifications. A final complete "as-built" plan shall be submitted to City upon completion of construction, together with one print signed and sealed by Developer's engineer of record.

(3) During the construction of the Utility Systems by the Developer, City shall have the right at reasonable times to inspect such installation to determine compliance with plans and specifications. City shall control the quality of the installation and further shall be entitled to require Developer, his contractor or engineer to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the System has been installed in accordance with the plans and specifications and good engineering practice.

(4) Prior to connection of the on-site and off-site Systems with City's central water and sewer systems, and as a condition precedent to the rendering of any water or sewer service contemplated hereunder, City's engineer shall have inspected and accepted all utility

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construction work performed by the developer as being in accordance with the plans and specifications and good engineering practices. Such approval shall not be unreasonably withheld. In connection with the inspection and approval, Developer's contractor or engineer, upon prior adequate notice sufficient to allow City's engineer to witness same, shall hydrostatically test the water lines under prescribed engineering methods for adequate water pressure, and the lines shall be adequately flushed, chlorinated, and negative bacteriological samples shall be obtained, subject to and approved by City and the appropriate governmental authority.

(5) The Developer shall provide to City an executed sworn affidavit in form provided by City to the effect that there are no liens, actual or pending on the Utility Systems installed by the Developer by reason of work performed or services rendered in connection with the installation of the systems, and certified by Developer's engineer that the project has been completed in accordance with the plans and specifications.

(6) City agrees that the acceptance of the Utility Systems installed by the Developer, as above provided, shall constitute the assumption of responsibility by City for the continuous operation and maintenance of such Utility Systems from that date forward through the term of this Agreement.

(7) Developer agrees to assign any and all warranties and the rights to enforce same to City which Developer obtains from any contractor constructing the Utility Systems. If the Developer does not obtain such written warranty from its contractor and deliver same to City, which warranty shall be for a minimum period of one year, then in such event, Developer by the terms of this instrument, agrees to indemnify and save City harmless for any loss, damage, costs, claims, suits, debts or demands by reason of latent defects in the Systems which could not have been reasonably discovered upon normal engineering inspection, for a period of one year from the date of acceptance of said Utility Systems by the City.

(8) A mortgagee, if any holding prior liens on the property, shall either join in the execution of this Agreement or shall be required to release such liens, subordinate their position or join in the grant or dedication of easements or rights of way given or to be given by Developer hereunder, or in the alternative, Developer shall obtain from said mortgagee assurance by way of a "non-cutoff agreement", that in the event of foreclosure, the mortgagee will continue to recognize the rights of City in accordance with the terms of this Agreement.

(9) All water distribution and sewage collection lines shall be installed within the easements or rights of way established as provided herein, if not located within platted or dedicated roads or rights of way.

(10) If the property is to be developed in stages, each such stage area shall conform to a master plan for the development of the property and such master plan shall be submitted to City concurrent with or prior to submission of engineering plans for the first stage. Developer reserves the right to modify its master plan at any time in such a manner as to not unduly interfere with or alter City's existing facilities or time-tables for construction, and upon modification, submit a copy of the modified plan to the City. With respect to each stage area, all of the terms set forth in subparagraphs (1) through (9) shall apply, in the same manner and to the same extent as if each stage area development was the entire development of the property.

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(II) Developer or any individual customer shall be required to pay applicable charges as set by City from time to time for water and sewer services, including water meters and meter installations. Meters shall be of sufficient size and capacity as shall be determined by City for all single family, residential, multi-family, mobile home, commercial or other installation requiring a metering device. A schedule of charges referred to herein is attached hereto as Exhibit "F".

6. Assurance of Title: With a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to City an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to enter into this Agreement.

7. City's Exclusive Right to Utility Facilities: Developer agrees that all water and sewer facilities used, useful or held for use (including fire service), shall at all times remain in the sole, complete and exclusive ownership of City, its successors and assigns, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water or sewer services to other person or entities located within or beyond the limits of the Property. Developer may provide for the availability of such water services to the Property which constitute "non-domestic" uses such as wells for irrigation purposes.

8. Exclusive Right to Provide Service: Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing potable water or sewer services to the Property during the period of time City, its successors and assigns, provide water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, City shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines, of water for irrigation uses.

9. RATES: City agrees that the rates and service availability charges to be charged to Developer and individual consumers of water and sewer service shall be those set forth in the tariff of City presently in effect as set forth in Exhibit "C" or as amended from time to time by City pursuant to ordinance or resolution adopted at public hearings.

Any such initial or future lower or increased rates, rate schedules, service availability charges, and rules and regulations established, amended or revised and enforced by City from time to time in the future, as provided by ordinance or resolution of City, shall be binding upon Developer, upon any person or other entity holding by, through or under Developer, and upon any user or consumer of the water and sewer service provided by the City.

10. Payments of Contributions-in-Aid-of-Construction: Connection Charges; Guaranteed Earnings: As a condition precedent to the obligation for the rendering of services by City under this Agreement, at all applicable times when the payments herein referred to are due, the Developer shall pay

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to City the contributions-in-aid-of-construction, connection charges and guaranteed revenues which are set forth in Exhibit "B", at the times and in the manner stated in said Exhibit. Said contributions-in-aid-of-construction shall be in addition to the contribution of the on-site water distribution and sewage collection systems hereinabove provided.

Payment of contributions-in-aid-of-construction, connection charges and guaranteed revenues does not and will not result in the City waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. City shall not be obligated to refund to Developer any portion of the value of the contribution for any reason whatsoever, except as may be provided in Exhibit "B", nor shall City pay any interest on any of the foregoing.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water or sewage facilities and properties of City, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities having an interest in the Property.

From and after the date of execution of this Agreement, Developer shall pay to City guaranteed revenues as may be required by ordinances or resolutions passed and adopted by City, and as may be amended from time to time by City, as more particularly set forth in Exhibit "B". Developer's responsibility for guaranteed revenues will reduce proportionately as consumers interconnect with City's system provided, however, that the obligation to pay guaranteed revenues shall be borne by the consumer and payment thereof shall be secured as City shall require.

Any user or consumer of water service or sewage service shall not be entitled to offset any bill or bills rendered by City for such service or services against the contributions. Developer shall not be entitled to offset the contributions against any claim or claims of the City.

11. Application for Service-Consumer Installations: Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect any consumer installation to the facilities of City until formal written application has been made to City by the prospective user of service, in accordance with the then effective rules and regulations of the City and approval of such connection has been granted.

Although the responsibility for connecting the consumer installation to the lines of City at the point of delivery is that of the Developer or entity other than City, with reference to such connections, the parties agree as follows:

- a. The type of pipe used for sewage connections shall be that specified by City's engineer.
- b. All consumer installation connections must be inspected by City before backfilling and covering of any pipes.
- c. Notice to City requesting an inspection of a consumer installation connection may be given by the plumber or Developer, and the

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inspection will be made within twenty-four (24) working hours.

d. If City fails to inspect the consumer installation connection within forty-eight (48) hours of the time the request is recorded with City in the customary manner of City's inspection request procedure, then Developer or owner may backfill or cover the pipes without further inspection and City must accept the connection.

e. If the Developer does not comply with the foregoing inspection provisions, City may refuse service to a connection that has not been inspected until Developer complies with these provisions.

f. The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or other than City.

g. If a kitchen, cafeteria or other food preparation or dining facility is constructed within the property, City shall have the right to require that a grease trap be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pre-treatment before the waste water is delivered to the lines of the City.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of City. Should any non-domestic wastes, grease or oils, including, but not limited to floor wax or paint, be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage. Prohibited wastes are further defined in Exhibit "D" attached hereto, and such other waste materials as may hereafter be defined by City.

12. Severability of Service: City's Exclusive Right to Provide Service: In the event Developer desires water service only pursuant to the terms of this Agreement, then it shall be the responsibility of the Developer to provide in form approved by City documentation from all governmental agencies, whether federal, state, or county, that the method of sewage disposal contemplated by Developer complies with all applicable regulations of said governmental agencies, and that City shall not be required to reserve any sewage treatment plant capacity for future sewage treatment nor be charged for said capacity. All costs or charges for said certification or capacity is hereby guaranteed by Developer and shall be paid by Developer to City or to the appropriate governmental agency, otherwise City reserves the right to refuse service to Developer. Any future interconnection by Developer (or Developer's assigns or grantees) shall be subject to the terms and conditions of this Agreement and such other terms as may be agreed upon in writing as an amendment to this Agreement. There shall be no refund of any charges to Developer if service is severed by Developer after the execution of this Agreement.

13. Force Majeure: In the event that performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, radical or civil rights disorder or demonstration, strike, embargo, flood, tidal waves, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of piping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations of requirements,

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act or action of any government or public or governmental authority or commission or board or agency or agent or official officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, in order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

14. **Binding Effect of Agreement:** This Agreement shall be binding upon and shall inure to the benefit of Developer, City, and their respective assigns and successors, by merger, consolidation or otherwise.

15. **Notice:** Upon further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, certified mail, or return receipt requested, or telegram, and shall be mailed or delivered as follows:

As to City:

10770 West Oakland Park Boulevard
Sunrise, Florida 33321

As to Developer:

Sumnerbreeze Apartments, Ltd.

1501 2nd Avenue

Tampa, Florida 33605

With a copy to:

Kimmar Realty Investments, Inc.

1501 2nd Avenue

Tampa, Florida 33605

16. **Law of Florida:** This agreement shall be governed by the laws of the state of Florida and it shall become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable, and subject to all conditions precedent for the rendering of service as set forth in this Agreement (including the obtaining of necessary assessments).

17. **Costs and Attorneys' Fees:** In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

MISCELLANEOUS PROVISIONS

18. This agreement merges and supersedes any and all previous agreements between the parties, oral or written.

19. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the other.

Exhibits mentioned herein have been signed or initialed by the duly authorized officers, agents or attorneys of the parties hereto and hereby incorporated herein by reference and made a part hereof as fully set forth herein.

05/27/2008

IMAGE01 : FL-04-60967-2 05/24/20 2:16pm

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20. This Agreement may be executed in several counter-
parts, each of which shall be deemed an original and such counter-
parts shall constitute one and the same instrument.

21. No Agreement shall be effective to add to, change,
modify waive or discharge this Agreement, in whole or in part,
unless such agreement is in writing and signed by the parties hereto.

22. Whenever approvals of any nature are required by either
party to this Agreement it is agreed that same shall not be unreason-
ably withheld or delayed.

IN WITNESS WHEREOF, City and Developer each have executed
this Agreement by its duly authorized officers on the 27 day
of May, 19 87.

Signed, sealed and delivered
in the presence of:

James H. Child
Christina Piller
As to "City"
Ralph Bask
Wickie Johnson
As to "Developer"

CITY OF SARASOTA, FLORIDA
a municipal corporation

By: [Signature]
Mayor
Attest: [Signature]
City Clerk

DEVELOPER:
By: [Signature]
Joseph N. Williams
KIMMINS REALTY INVESTMENTS, INC.
Attest: its general partner

Mortgagee or other person or entity
(if required)

As to "Mortgagee"

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NOTARY CERTIFICATES

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 27th day of May, 1997,
before me personally appeared James Sunrise
and John D. [unclear], respectively of the CITY OF
SUNRISE, FLORIDA, a municipal corporation under the laws of Florida, to me
known to be the persons who signed the foregoing instrument, as such officers,
and each of whom acknowledged the execution thereof to be their free act
and deed as such officers for the uses and purposes therein mentioned, and
they affixed thereto the official seal of said corporation, and that the said
instrument is the act and deed of said corporation, and such execution having
been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the
day and year last aforesaid.

My Commission Expires: _____

[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this 30 day of April, 1997,
before me personally appeared [Signature]
to me known to be the person who signed the foregoing instrument for the uses
and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, the
day and year last aforesaid.

My Commission Expires: 4/30/97

[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 19____,
before me personally appeared _____
and _____, respectively of _____
State of Florida, to me known to be the persons who signed the foregoing
instrument as such officers, and each of whom acknowledged the execution
thereof to be their free act and deed as such officers for the uses and
purposes therein mentioned, and they affixed thereto the official seal of
said corporation, and the said instrument is the act and deed of said
corporation, such execution having been authorized by the governing body
thereof.

WITNESS my signature and official seal at said County and State, the
day and year last aforesaid.

My Commission Expires: _____

Notary Public

01453720957

DESCRIPTION

TRACTS 5 AND 6, BLOCK 2 OF SECTION 29, TOWNSHIP 49 SOUTH, RANGE 17 EAST, ACCORDING TO THE PLAT OF "EVERGLADES PLANTATION COMPANY AMENDED", AS RECORDED IN PLAT BOOK 2 AT PAGE 7 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH THE ENLARGED FRONT RIGHT-OF-WAY LYING BETWEEN THE WESTERLY LINE OF SAID TRACTS 5 AND 6 AND THE WESTERLY LINE OF SAID TRACTS 5 AND 6, LESS THAT PORTION LYING WITHIN 165.00 FEET OF THE NORTHERLY LINE OF SAID SECTION 29.

SAID LANDS BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 15.102 ACRES, MORE OR LESS.

BK1437700958

IMAGE01: FL-04-68967-2 05/24/2006 11:16pm

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CITY OF SUNRISE WATER AND SEWER
SERVICE DEVELOPER AGREEMENT FOR
SCHEDULE PER ORDINANCE NO. 242
DATED: APRIL 28, 1982

1. DEVELOPER Sunbreeze Apartments, Ltd. (813) 228-3878 PHONE NO. _____

2. ADDRESS 1501 2ND AVENUE - TAMPA, FLORIDA 33605

3. PROJECT NAME SUNBREEZE APARTMENTS PROJECT FILE NO. 860904

4. PROJECT LOCATION Sunrise, Florida (S.E. WOB HILL ROAD AND SPWD C-13)

5. SINGLE FAMILY MULTI FAMILY MOBILE HOME CON./INDUSTRIAL

A. NO. UNIT/ACRE 15.89 B. NO. ACRE 15.1076 C. NO. OF LIVING UNITS 240
D. FLOM/UNIT _____ E. EQUIVALENT RESIDENTIAL CONNECTIONS (ERC'S) 240

COST AS OF 1 / 1 / 19 87 - UNTIL 7 / 1 / 19 87

6. UTILITY INSPECTION FEE

SINGLE FAMILY	C.X.	_____	=	_____
MULTI FAMILY	C.Y.	<u>75</u>	=	\$15,000.00
CON./INDUSTRIAL	B.X.	_____	=	_____

7. PLANT CONNECTION FEE

E.X.	<u>1190.65</u>			\$387,196.00
LESS CREDIT	_____			_____
TOTAL	_____			_____

8. CONTRIBUTION IN AID OF CONSTRUCTION (C.I.A.C.)

SINGLE FAMILY 4 UNITS/ACRE (MIN.)	B.X.	_____	=	_____
MULTI FAMILY 10 UNITS/ACRE (MIN.)	B.X.	<u>2496.26</u>	=	37,712.50
MULTI FAMILY OVER 10 UNITS /ACRE	B.X.	<u>5.90 X 184.02</u>	=	16,810.21
MOBILE HOMES	B.X.	_____	=	_____
CON./INDUSTRIAL B.X.	C.X.	_____	=	_____

9. TOTAL OF 6, 7 & 8 359,719.31

10. CREDIT FOR OFF SITE WORK None

11. TOTAL MINUS CREDIT \$359,719.31

12. SERVICE AVAILABILITY (GUARANTEED REVENUES)

METER SIZE	NO. OF METERS			
WATER METER 120 - 1 BKH @ 16.90	<u>11</u>	X		2,028.00
120 - 2 BKH @ 18.45			X	2,214.00
TOTAL SERVICE AVAILABILITY				\$4,242.00

13. PAYMENT SCHEDULE- PAYMENT SHALL CONSIST OF (3) THREE SEPARATE CHECKS- 1) Utility Inspect
SEE ATTACHED SCHEDULE 2) Pl. Conn. Fee
3) C.I.A.C. Fee

NOTE: 1) ALL DEVELOPERS RECOGNIZE ALL RATES AND FEES SUBJECT TO CHANGE AS STATED IN THE BODY OF THE DEVELOPER AGREEMENT AND AS PER ORDINANCE NO. 242

2) RESOLUTION NO. 79-95 WATER AND SEWER BUILDING PERMIT FEES DUE AT ISSUANCE OF CONSTRUCTION PERMIT

3) WATER METER DEPOSITS AND INSTALLATION CHARGES DUE PRIOR TO METER INSTALLATION

8114537PC0960

IMAGE01: FL-04-60967-2 05/24/20X 3:16pm

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PAYMENT SCHEDULE SHALL BE AS FOLLOWS:

- (A) FIRST 25% AT THE TIME OF ISSUANCE OF FIRST BUILDING PERMIT,
PLANT CONNECTION FEE - \$71,799.00
C.I.A.C. FEE - \$13,630.83
TOTAL \$85,429.83
- (B) SECOND 25% AT THE TIME OF CERTIFICATE OF OCCUPANCY OF THE SECOND BUILDING OR SIX MONTHS AFTER EXECUTION OF THE DEVELOPER AGREEMENT, WHICHEVER COMES FIRST.
PLANT CONNECTION FEE - \$71,799.00
C.I.A.C. FEE - \$13,630.83
TOTAL \$85,429.83
- (C) THIRD 25% AT THE TIME OF CERTIFICATE OF OCCUPANCY OF THE FIFTH BUILDING OR NINE MONTHS AFTER EXECUTION OF THE DEVELOPER AGREEMENT, WHICHEVER COMES FIRST.
PLANT CONNECTION FEE - \$71,799.00
C.I.A.C. FEE - \$13,630.83
TOTAL \$85,429.83
- (D) LAST 25% AT THE TIME OF CERTIFICATE OF OCCUPANCY OF THE NINTH BUILDING OR AT TWELVE MONTHS AFTER EXECUTION OF THE DEVELOPER AGREEMENT, WHICHEVER COMES FIRST.
PLANT CONNECTION FEE - \$71,799.00
C.I.A.C. FEE - \$13,630.83
TOTAL \$85,429.83

DK1453760961

EXHIBIT "C"
SCHEDULE "A"
CITY OF SUWANEE
ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

I. MONTHLY WATER AND SEWER RATES - RESIDENTIAL

A. RESIDENTIAL - WITHIN CITY LIMITS

1. SINGLE FAMILY RESIDENCE, TOWNHOUSES, AND MOBILE HOMES

WATER - Service Availability Charge....\$4.50
Each 1000 Gallons of usage....\$0.75/1000 Gals.

SEWER - Service Availability Charges
One Bath Home or Unit.....\$12.40
For each additional Bath.....\$ 1.55

2. APARTMENTS AND CONDOMINIUMS

Dwelling units which are individually metered are billed as single family residences.

Multiple dwelling units which are master metered shall be billed as follows:

WATER - Service Availability Charge
Per dwelling unit.....\$4.50
Each 1000 gal. of usage.....\$0.75/1000 Gals.

SEWER - Service Availability Charges
Per dwelling unit
One Bath Unit.....\$12.40
For each additional Bath.....\$ 1.55

3. SERVICE AVAILABILITY CHARGES listed above shall apply to all single and multifamily dwelling units whether occupied or not. Service availability charges shall be due and payable each month commencing on the issue date of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

0X1637F0962

IMACE01: FL-04-68967-2 05/24/2017 2:16pm

SCHEDULE "A"

CITY OF SUDBURY

ORDINANCE NO. 242

WATER AND SEWER RATES - RESIDENTIAL

1. SINGLE FAMILY WATER AND SEWER RATES - RESIDENTIAL

1. RESIDENTIAL - OUTSIDE CITY LIMITS

1. SINGLE FAMILY RESIDENCES, TOWNHOUSES, AND MOBILE HOMES

WATER - Service Availability Charge....\$5.62
Each 1000 Gallons of usage.....\$0.93/1000 Gals.

SEWER - Service Availability Charge
One Bath Room or Unit.....\$15.50
For each additional Bath.....\$ 1.93

2. APARTMENTS AND CONDOMINIUMS

Dwelling units which are individually metered are billed as single family residences.

Multiple dwelling units which are master metered shall be billed as follows:

WATER - Service Availability Charge
Per dwelling unit.....\$5.62
Each 1000 gal. of usage.....\$0.93/1000 Gals.

SEWER - Service Availability Charge
Per dwelling unit
One Bath Unit.....\$15.50
For each additional Bath.....\$ 1.93

3. SERVICE AVAILABILITY CHARGES listed above shall apply to all single and multifamily dwelling units whether occupied or not. Service availability charges shall be due and payable each month commencing on the issue date of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

0414537P0963

IMAGE01: FL-04-60967-2 05/24/21 12:16pm

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SCHEDULE "A"
CITY OF EUNICE
ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

II. MONTHLY WATER AND SEWER RATES - COMMERCIAL

A. COMMERCIAL - WITHIN CITY LIMITS
Commercial, industrial and institutional rate including hotels, motels, restaurants, retail and wholesale business establishments and industrial users located within the City shall be billed as follows:

WATER - Service Availability Charge based on water meter size.

<u>WATER METER SIZE</u>	<u>WATER SERVICE AVAILABILITY CHARGE</u>
5/8" or 3/4"	\$5.00
1"	\$10.00
1 1/2"	\$20.00
2"	\$40.00
3"	\$80.00
4"	\$160.00
6"	\$320.00
Over 6"	by negotiation with City Engineer & approved by City Council

Each 1000 gallons of usage.....\$0.75/1000 gallons

SEWER - Service Availability Charge based on water meter size as follows:

<u>WATER METER SIZE</u>	<u>SEWER SERVICE AVAILABILITY CHARGE</u>
5/8" or 3/4"	\$12.40
1"	\$15.50
1 1/2"	\$31.00
2"	\$62.00
3"	\$124.00
4"	\$248.00
6"	\$496.00
Over 6"	by negotiation with City Engineer & Approved by City Council

Each 1000 gallons of water usage.....\$1.16/1000 gallons.

WATER AND SEWER SERVICE AVAILABILITY CHARGES listed above shall apply to all commercial units whether occupied or not. Service Availability Charges shall be due and payable each month commencing on the issue of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

SK14531800964

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

MONTHLY WATER AND SEWER RATES - COMMERCIAL

B. COMMERCIAL - OUTSIDE CITY LIMITS

Commercial, industrial and institutional rate including hotels, motels, restaurants, retail and wholesale business establishments and industrial users located outside the City shall be billed as follows:

WATER - Service Availability Charge based on meter size.

<u>METER SIZE</u>	<u>WATER SERVICE AVAILABILITY CHARGE</u>
5/8" x 3/4".....	\$5.25
1".....	\$12.50
1 1/2".....	\$25.00
2".....	\$50.00
3".....	\$100.00
4".....	\$200.00
6".....	\$400.00
Over 6".....	by negotiation with City Engineer & approved by City Council

Each 1000 gallons of usage.....\$0.93/1000 gallons

SEWER - Service Availability Charge based on water meter size as follows:

<u>METER SIZE</u>	<u>SEWER SERVICE AVAILABILITY CHARGE</u>
5/8" x 3/4".....	\$15.50
1".....	\$19.37
1 1/2".....	\$30.75
2".....	\$77.50
3".....	\$155.00
4".....	\$310.00
6".....	\$620.00
Over 6".....	by negotiation with City Engineer & Approved by City Council

Each 1000 gallons of usage.....\$1.45/1000 gallons

WATER AND SEWER SERVICE AVAILABILITY CHARGES listed above shall apply to all commercial units whether occupied or not. Service Availability Charges shall be due and payable each month commencing on the issue of a building permit. A service availability charge shall apply to each meter if more than one meter is installed for a single unit.

BN14537PC0965

IMAGE01: FL-04-60967-2 05/24/21 12:16pm

SCHEDULE "A"
CITY OF SUDBURY
ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

III. DEPOSITS

A. RESIDENTIAL

1. Single family owner dwelling units
 - a. Water Service.....\$25.00
 - b. Sewer Service.....\$25.00
2. Single family metered rental properties
 - a. Water Service.....\$50.00
 - b. Sewer Service.....\$50.00

B. COMMERCIAL

Deposits for commercial accounts shall be according to the following table:

<u>WATER METER SIZE</u>	<u>WATER DEPOSIT</u>	<u>SEWER DEPOSIT</u>
3/8" or 1/4".....	\$40.00	\$40.00
1".....	\$80.00	\$80.00
1 1/2".....	\$120.00	\$160.00
2".....	\$220.00	\$320.00
3".....	\$640.00	\$640.00
4".....	\$1200.00	\$1200.00
6".....	\$2560.00	\$2560.00
Over 6".....	By negotiation with City Engineer and approved by City Council	

IV. METER INSTALLATION CHARGES

The following meter installation charges are due at the time a building permit is obtained.

<u>WATER METER SIZE</u>	<u>INSTALLATION CHARGE</u>
3/8".....	\$150.00
1".....	\$200.00
1 1/2".....	\$350.00
2".....	\$500.00
Over 2".....	Installed by Consumer

Meters larger than 2" shall be provided and installed by the consumer. Meter type, design and installation shall be prescribed and approved by the City Engineer and the Utilities Director.

081437FD0966

IMAGE01: FL-04-68967-2 05/24/20 12:16pm

SCHEDULE "A"

CITY OF SUWANEE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

V. CUSTOMER SERVICE CHARGES

A. INITIAL METER TURN-ON

No charge - when opening a new account and deposit has been paid.

B. METER TURN-OFF - CLOSE OUT OF ACCOUNT

\$10.00 service charge.

C. METER TURN-OFF OR TURN-ON - CUSTOMER REQUEST

Water service may be discontinued temporarily at the request of the customer. During the period when service is locked off, service availability charges will continue for water and sewer service as listed above. A fee of \$10.00 will be charged for turn-on or turn-off of service. No additional deposit will be required when turn-off and turn-on service is requested by the same customer.

D. METER TURN-OFF AND TURN-ON OF WATER SERVICE FOR NON-PAYMENT

1. Water service will be discontinued due to non-payment of monthly utility service bills. A fee of \$10.00 will be charged for turning-off service. During the period when service is locked-off, service availability charges will continue for water and sewer service as listed above. A fee of \$10.00 will be charged for turn-on service. Service will be restored when all past due and accrued fees and charges have been paid in full.

2. Tampering with a locked off service will result in removal of the water meter and plugging of the water service line. A fee of \$50.00 will be charged for meter removal. Service availability charges noted above will continue to accrue for both water and sewer service.

3. A meter installation fee of \$30.00 will be charged for reinstallation of the water meter and restoration of service. Service will be restored when all accrued charges and fees have been paid in full.

81153760967

SCHEDULE "A"

CITY OF SUNRISE

ORDINANCE NO. 242

WATER AND SEWER RATES AND CHARGES

I. METER RE-READ

1. No charge for a meter re-read when the discrepancy is more than 10,000 gallons.
2. A meter re-read for a discrepancy of less than 10,000 gallons (based on historical monthly consumption) is unwarranted since the excess consumption billed will even out on the next meter reading. A service charge of \$10.00 will be rendered if the customer insists on a re-read and the confirmed meter reading error is computed to be less than 10,000 gallons.

F. METER TESTING CHARGE

<u>METER SIZE</u>	<u>CHARGE</u>
5/8".....	\$20.00
1" & 1 1/2".....	\$30.00
2".....	\$50.00
Over 2".....	By Utilities Director

For larger meter installations, the charge thereof shall be prescribed by the Utilities Director of the City of Sunrise.

G. FIRE LINE CHARGES

<u>SIZE</u>	<u>CHARGE</u>
4".....	\$300.00/year
6".....	\$600.00/year
8".....	\$1,200.00/year
10".....	\$2,400.00/year
Over 10".....	By negotiation with City Engineer and approved by City Council

ORDINANCE NO. 242
 SCHEDULE "A"
 ADOPTED PER RESOLUTION 83-202 DATED SEPTEMBER 27, 1983
 SUPERSEDES SCHEDULE "A" ORDINANCE NO. 242 ORIGINALLY ADOPTED
 APRIL 28, 1982
 EFFECTIVE DATE: OCTOBER 1, 1983

871453760968

IMAGE01: FL-04-60967-2 05/24/201 2:16pm

DATE	CONSTRUCTION COSTS	FACTOR	S.F. UP TO 4 UNITS/ACRE		S.F. IN EXCESS OF 4 UNITS/AC		M.F. UP TO 10 UNITS/ACRE		M.F. IN EXCESS OF 10 UNITS/AC		COMMERCIAL/ACRE	MOBILE HOMES/ACRE	MOBILE HOMES/UNIT	1 RES.
			4 UNITS/ACRE	10 UNITS/ACRE	10 UNITS/ACRE	10 UNITS/ACRE	10 UNITS/ACRE	10 UNITS/ACRE						
1-79	2074.1	1.00000	1000.00	280.00	1850.00	250.00	2500.00	500.00	165.00	311.40				
2-79	1084.5	1.06276	1062.76	265.89	1752.58	265.89	2595.95	531.38	175.35	311.40				
2-80	3129.1	1.08872	1088.72	272.18	1921.56	283.57	2721.60	544.36	178.64	311.40				
1-81	3260.1	1.13428	1134.28	283.57	1871.56	283.57	2835.70	567.14	187.16	311.40				
1-81	3372.1	1.17327	1173.27	293.32	1935.80	293.32	2933.20	588.64	193.16	311.40				
1-81	3560.7	1.23889	1238.89	309.72	2044.37	309.72	3097.23	619.45	201.42	311.40				
12-81	3725.6	1.2910	1286.00	324.80	2131.40	324.80	3248.00	648.00	213.84	311.40				
7-82	3821.8	1.3284	1328.40	332.10	2191.86	332.10	3321.00	664.20	219.19	311.40				
12-82	3931.12	1.3653	1365.33	341.33	2282.79	341.33	3413.32	682.66	223.28	311.40				
7-83	4077.92	1.41865	1418.65	354.71	2341.10	354.71	3547.33	709.43	234.11	311.40				
1-84	4109.52	1.42965	1429.65	357.46	2357.58	357.46	3574.62	714.93	235.92	311.40				
7-84	4160.31	1.44759	1447.59	361.89	2386.52	361.89	3618.98	723.80	238.85	311.40				
10-84	4160.31	1.44759	1447.59	361.89	2386.52	361.89	3618.98	723.80	238.85	311.40				
1-85	4171.29	1.45134	1451.34	365.44	2396.71	365.44	3628.33	725.67	239.47	311.40				
7-85	4201.28	1.46177	1461.77	368.84	2411.81	368.84	3688.41	730.66	241.19	311.40				
1-86	4207.84	1.46405	1464.05	368.01	2415.68	368.01	3660.12	728.02	241.57	311.40				
7-86	4250.51	1.49282	1492.82	373.20	2449.15	373.20	3732.06	745.40	245.32	311.40				
1-87	4290.19	1.51209	1512.09	378.22	2495.26	378.22	3782.22	759.44	249.63	311.40				

FEET	S.F. UP TO 4 UNITS/ACRE	S.F. IN EXCESS OF 4 UNITS/AC	M.F. UP TO 10 UNITS/ACRE	M.F. IN EXCESS OF 10 UNITS/AC	COMMERCIAL/ACRE	MOBILE HOMES/ACRE	MOBILE HOMES/UNIT	1 RES.
20	1	5	5	5	150.00	4.50	5.00	
50	3	5	5	5	200.00	5.00	10.00	
100	5	5	5	5	320.00	5.00	20.00	
300	10	5	5	5	640.00	5.00	40.00	
450	23	5	5	5	1,200.00	5.00	80.00	

DEPOSIT	WATER INSTALLATION COST	MONTHLY RENT/ACRE	COMMERCIAL
60.00	150.00	4.50	5.00
COMMERCIAL (\$160)	200.00	5.00	10.00
320.00	350.00	5.00	20.00
640.00	600.00	5.00	40.00
1,200.00	CAL UTILITY DEPT.	5.00	80.00

RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA
L. A. HESTER
 COUNTY ADMINISTRATOR

IMAGE01: FL-04-60967-2 05/24/21 12:..16pm

Page 1 of 2

RWO/SIOTWQ/ER 5235-02-730

This instrument prepared by:

Sec. 29, Twp. 49, S. Rpt. 31, E.

Tom Reagin
c/o Florida Power & Light Co.
P.O. Box 2200
Fort Lauderdale, Florida 33310

89014947 EASEMENT

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its successors, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the site of and remove such facilities or any of these within an easement 20 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

A portion of "Summer Breeze", according to the plat thereof as recorded in Plat Book 132, Page 36, of the Public Records of Broward County, Florida. Said Easement being more particularly shown and described on Florida Power and Light Company Drawing dated 12/2/07, named Exhibit "A", attached here and made part thereof.

Said lands situated and being in the City of Sunrise, Broward County, Florida.

SS
Notary Public for Broward County
State of Florida
Joseph M. Williams

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution, and further grant, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on December 17, 1987.

Signed, sealed and delivered in the presence of

KIMBING REALTY INVESTMENTS, INC.

Sumner D. Hite

By *Joseph M. Williams*

Vice President
Joseph M. Williams

Albert E. III

Attest *Albert E. III*

Secretary
Albert E. III
(Corp. Seal)

STATE OF Florida AND COUNTY OF Halliburton

The foregoing instrument was acknowledged before me this 17th day

of December, 1987, by Joseph M. Williams

and Albert E. III

respectively the Vice President and the Secretary of Summerbrezzo Appliance, Ltd., Kimb

ing Realty Investments, Inc. a Florida corporation, in behalf of said corporation.

My Commission expires 9/25/91

Joseph M. Williams
Notary Public, State of Florida

89014947 736

IMAGE61 : FL-04-60967-2 05/24/20 2:16pm

Page 2 of 2

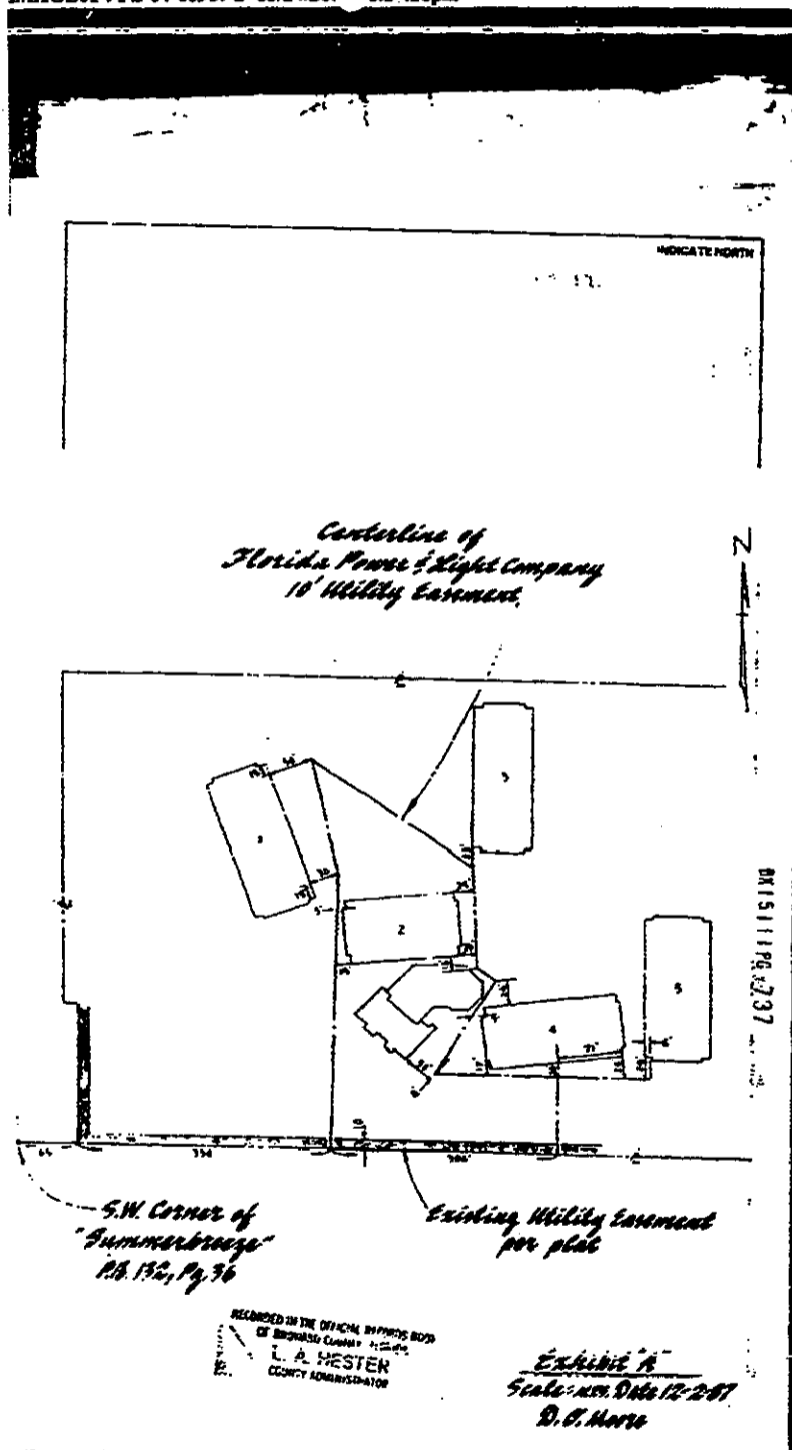


IMAGE01: FL-04-60967-2 05/24/20 2:21:16pm

Page 1 of 2

EWQ/SIO/TWQ/ER 3824-07-740 This instrument prepared by *Jane*

Sec. 20, Twp. 19, S. Rge. 11, E. *T. 19, S. 20, R. 11, E.*

88123693 EASEMENT
 Form 3723 (Revised Nov. 2000)
 Florida Power & Light Co.
 P.O. Box 8900
 Fort Lauderdale, Florida 33310

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its successors, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conductors and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 30 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

A portion of "Summer Breeze", according to the plat thereof as recorded in Plat Book 132, Page 36, of the Public Records of Broward County, Florida. Said Easement being more particularly shown and described on Florida Power and Light Company Drawing dated 1/27/00, marked Exhibit "A", attached here and made part thereof.

Said lands situated and being in the City of Sunrise, Broward County, Florida.

RETURN TO:
 A. J. Watson
 General Manager
 Florida Power & Light Company
 P. O. Box 8900
 Fort Lauderdale, FL 33310

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous limbs or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grant, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinafore granted on the land herebefore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Feb 2 1988

Signed, sealed and delivered in the presence of: *Summer Breeze Apartments, LTD.*

Alfred Garcia By *Joseph M. Williams*
 President

Jean Smith Attest: *[Signature]*
 Secretary
 (Corp. Seal)

STATE OF *Florida* AND COUNTY OF *Hillsborough*

The foregoing instrument was acknowledged before me this 2 day of February 1988 by Joseph M. Williams and Albert Elia III respectively the Vice President and Secretary of Summer Breeze Apartments, Ltd. its General Partner Florida corporation, on behalf of said corporation.

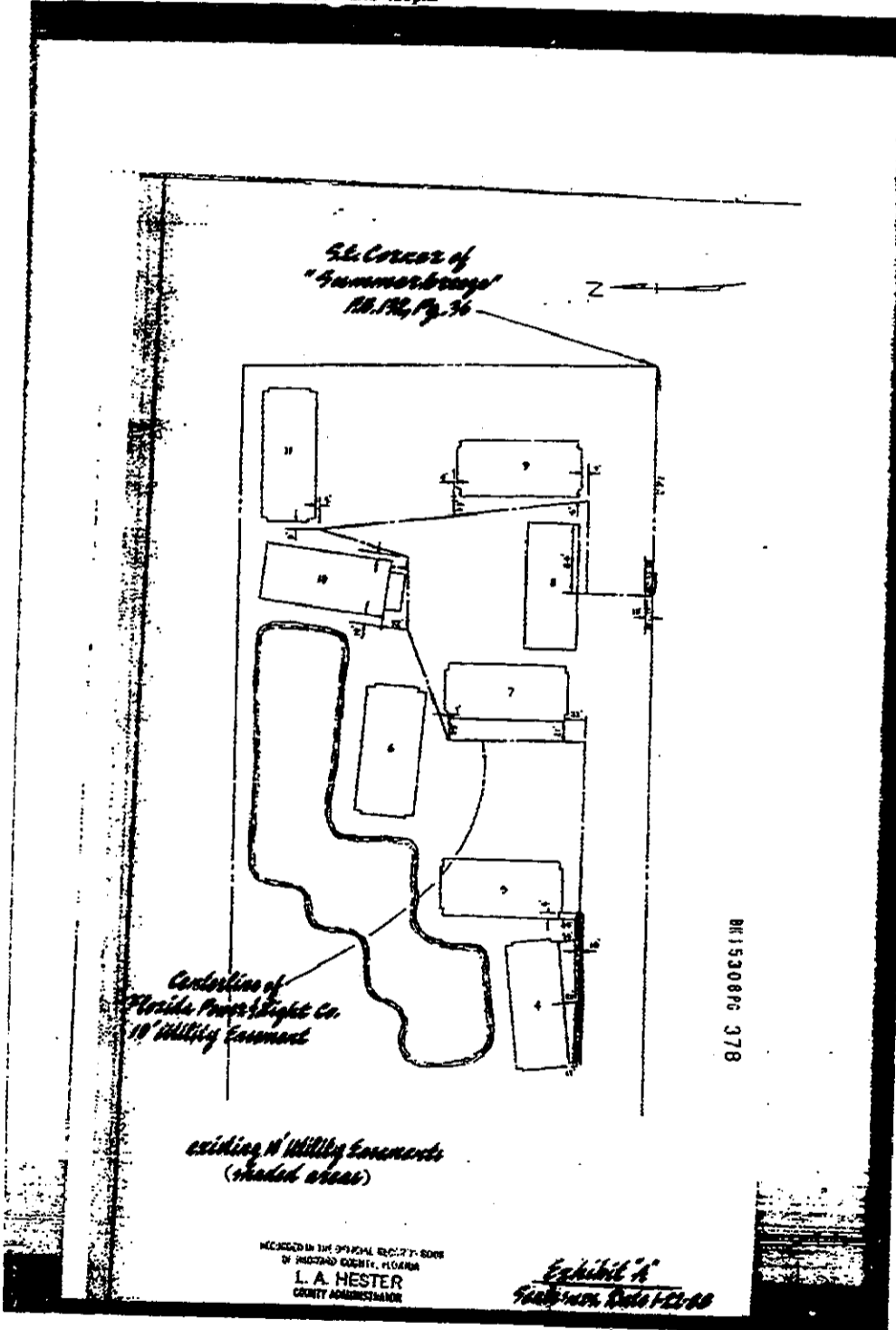
Susan D. Hite
 Notary Public, State of Florida

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Page 2 of 2



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RECORDED IN THE PUBLIC RECORDS OF HIGHLAND COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

Exhibit A
Survey Date 1-21-08

Exhibit "16"

DATE: November 8, 2004

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCED, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.

Summerbreeze Condominium Association Inc.
9997-9999 Summerbreeze Drive, Sunrise, Florida 33322
FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Q: What are my voting rights in the condominium association?

A: Each unit is entitled to one vote. If the unit is owned by more than one person, those persons shall designate one amongst themselves as the voting representative entitled to cast their unit's vote at any meeting of the unit owners. Please refer to Article IV of the Articles of Incorporation of Summerbreeze Condominium Association Inc.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: There are numerous restrictions on the use of your unit, which include limitations on: use of a residence, alterations, use of common elements, nuisance, and illegal uses. This list is not all inclusive. Please refer to Article XV of the Declaration of Condominium (Page 13) for the use restrictions of the Association for more information.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: The Tenant of each Unit shall be required to post a cash security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the association, to be refunded within 15 (fifteen) days after the request of the Tenant following the expiration of the Lease. Said security deposit shall be held by the Association and may be commingled with other funds of the Association and the Association shall have no liability for the accrual or payment of any interest thereon. If at any time during the term of the Lease the Tenant or any guest or invitee of the Tenant shall damage any portion of the Association Property or the Condominium Property, then the Association may, at the option of the Association, appropriate and apply all or any portion of said security deposit to the cost of repairing said damage. Following the expiration of the term of the Lease, the security deposit shall be returned in full to the Tenant, less any portion applied in accordance with this paragraph. The minimum lease period is seven months. Please refer to Article XV Section (FF) of the Declaration of Condominium for the more information.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Assessments are due and payable monthly on the first day of each month. The amount due is:

With Reserves:	Monthly	Yearly
Unit A	\$176.71	\$2,121.00
Unit A-1	\$177.46	\$2,130.00
Unit B	\$240.01	\$2,881.00

Assessments are payable to Summerbreeze Condominium Association.

Q: Do I have to be a member in any other association? If so, what is the name of the Association and what are my voting rights in this association? Also, how much are my assessments?

A: No.

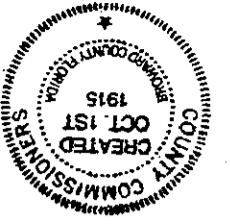
Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCED, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.



I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 10 day
of November, 2007.
By ~~Thomas Tompkins~~
Deputy Clerk