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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

SUNSET ISLES AT SILVERLAKES

(TOGETHER WITH ITS EXHIBITS)

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RECORD AND RETURN TO AND
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SUNSET ISLES AT SILVERLAKES

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- EXHIBIT "A".....Legal Description for Sunset Isles at SilverLakes
- EXHIBIT "B".....Plot Plan for the Lots
- EXHIBIT "C".....Articles of Incorporation for Sunset Isles at Silver
Lakes Homeowners' Association, Inc.
- EXHIBIT "D".....By-Laws for Sunset Isles at SilverLakes Homeowners'
Association, Inc.

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SUNSET ISLES AT SILVERLAKES

THIS DECLARATION is made on this 13/4 day of August, 1992, by
SUNSET ISLES AT SILVER LAKES ASSOCIATES, LTD., a Florida limited
partnership (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant owns certain property in the County of
Broward, State of Florida, which is more particularly described in
Exhibit "A" attached hereto (hereinafter referred to as "The
Lots"); and

WHEREAS, Declarant intends to develop single family
residential dwelling units upon The Lots; and

WHEREAS, Declarant is desirous of preserving and enhancing the
value of the dwelling units which it builds upon The Lots and of
promoting their owners' and occupants' welfare, and accordingly,
Declarant wishes to submit The Lots to various easements,
covenants, restrictions, conditions, reservations, equitable
servitudes, liens and charges, all running with the said Lots as
hereafter set forth; and

WHEREAS, in order to promote the objectives described above,
Declarant has formed a non-profit corporation known as Sunset Isles
at SilverLakes Homeowners' Association, Inc. to maintain and
administer certain facilities located within the Silver Lakes
Parcel "B" Neighborhood and to enforce the covenants, restrictions,
conditions, reservations, easements, equitable servitudes, charges
and liens created or provided for by this Declaration.

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NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A" hereto (including any and all Improvements thereon), shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, covenants, conditions and equitable servitudes expressly declared as applicable to The Lots, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof, and in furtherance of a general plan for the protection, maintenance, improvement and sale of dwelling units upon The Lots; the covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein and expressly declared as applicable to The Lots shall encumber and bind The Lots and shall inure to the benefit of and run with the title to The Lots and shall be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Association and its successors-in-interest and each Owner and his respective successors-in-interest; and may be enforced by any owner, and his successors-in-interest, or by the Association.

ARTICLE I.
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Articles" shall mean the Articles of Incorporation of Sunset Isles at SilverLakes Homeowners' Association, Inc. which have been filed in the office of the

Secretary of the State of Florida, a true copy of which is attached hereto, marked Exhibit "C" and incorporated herein by reference, as such Articles may be amended from time to time.

Section 2. "Association" shall mean Sunset Isles at SilverLakes Homeowners' Association, Inc., a Florida non-profit corporation, and its successors and assigns.

Section 3. "Assessment" shall mean any of the types of assessments defined below in this Section.

(a) "Common Assessment" shall mean the charge against each Owner and his Dwelling Unit, as the case may be, representing a portion of the total costs incurred by the Association in maintaining, improving, repairing, replacing, insuring, managing and operating the Common Facilities.

(b) "Special Assessments" shall mean either (i) a charge against one or more (but not all) Owners and their Dwelling Units, as the case may be, equal to the cost incurred by the Association in connection with the enforcement of the provisions of this Declaration; or (ii) a charge against all Owners and their Dwelling Units assessed by the Board to make up actual or anticipated deficits in operating and maintenance accounts resulting from inadequate periodic assessments.

(c) "Reconstruction Assessment" shall mean a charge against each Owner and his Dwelling Unit, as the case may be, representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Common Facilities pursuant to the provisions of this Declaration.

(d) "Capital Improvement Assessment" shall mean a charge against each Owner and his Dwelling Unit, as the case may be, representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Silver Lakes Parcel "B" Neighborhood which the Association

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may from time to time authorize and which is consented to by the Master Association.

Section 4. "Board" shall mean the Board of Directors of the Association elected in accordance with the By-Laws of the Association.

Section 5. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "D" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

Section 6. "Common Expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Facilities (including unpaid Common Assessments, Special Assessments, Reconstruction Assessments and Capital Improvement Assessments); the costs of any and all commonly metered utilities and other commonly metered charges for the Common Facilities; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees and costs of insurance bonds covering those personnel; the costs of all utilities, gardening and other services benefiting the Common Facilities; the costs of fire, flood, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Facilities; the costs of bonding of the members of the Board and any management body; taxes paid by the Association, including real property taxes, if any, for the Common Facilities; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Facilities, or portions thereof; the costs of any other item or items so designated by, or in accordance with, other expenses incurred by the Association for any reason whatsoever in connection with the Common Facilities for the benefit of the Owners; and reserves for

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capital improvements and deferred maintenance of the Common Facilities.

Section 7. "Common Facilities" shall mean those certain Improvements which may be created or constructed by Declarant (although Declarant shall have no obligation to so create or construct) upon the Lots or any portion of Silver Lakes Residential Parcel "B" for the common benefit of all Owners of Lots within the Silver Lakes Parcel "B" Neighborhood including, but not limited to, landscaping, sidewalks, perimeter walls, street lighting and mechanical limited access devices and/or guardhouse.

Section 8. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 9. "Declarant" shall mean and refer to Sunset Isles at Silver Lakes Associates, Ltd., a Florida limited partnership, and any successor or assign thereof, which (a) acquires any Lot from the Declarant for the purpose of development and to which Sunset Isles at Silver Lakes Associates, Ltd., specifically assigns all or part of the rights of the Declarant hereunder by an express written assignment recorded in the Broward County, Florida, Public Records; or (b) acquires any Lot through foreclosure or deed in lieu of foreclosure of the mortgage identified in the Joinder and Subordination of Mortgage attached to this Declaration and such Person acquiring any Lot through foreclosure or deed in lieu of foreclosure files a written election to become a Declarant among the Public Records of Broward County, Florida. In addition, if The Hokkaido Takushoku Bank, Ltd., New York Branch or Silver Lakes Partnership or their designees obtains title to any of the Lots owned by Declarant, such Person may elect to become the Declarant by a written election recorded in the Public Records of the County, and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to such Lots by written appointment recorded in

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the Public Records of the County. The written election shall give notice as to which rights of Declarant are to be exercised. The statement shall be in recordable form, shall be executed by such Person alone, and shall not require the execution or joinder of any other party. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent declarant.

Section 10. "Declarant's Permittees" shall mean the Declarant's officers, directors, partners, joint venturers, parent (and the officers, directors and employees of any such corporate or other partner, parent entity or joint venturer), employees, agents, independent contractors (including both general contractors and sub-contractors), suppliers, visitors, licensees and invitees.

Section 11. "Dwelling Unit" or "Unit" shall mean and refer to a constructed dwelling which is designed and intended for use and occupancy as a family residence. Dwelling Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate one (1) person and his or her family to occupy the Unit prior to, or at the time of, conveyance of the Unit to the multiple ownership entity. The designation of such occupants may be changed only with prior notice to the Master Association.

Section 12. "Family" shall mean (a) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (b) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (a) above.

Section 13. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon the Lots or Silver Lakes Residential

Parcel "B" which may, but not necessarily, include, but not be limited to, buildings, swimming pools, spas, cabanas, walkways, sprinkler pipes, road, driveways, parking areas, fences, gazebos, screening walls, retaining walls, berms, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, lighting poles, signs, exterior air conditioning, heating and water-softener fixtures or equipment.

Section 14. "Institutional Mortgage" shall mean a first mortgage upon a Lot and/or Dwelling Unit held by an Institutional Mortgagee.

Section 15. "Institutional Mortgagee" shall mean one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured or guaranteed the loan of the lender, the Declarant, or any combination of the foregoing entities. Silver Lakes Partnership, its successors and assigns and The Hokkaido Takushoku Bank, Ltd., New York Branch, its successors and assigns shall be deemed Institutional Mortgagees so long as any mortgage held by either of them encumbering any Lot remains unsatisfied.

Section 16. "Lot" shall mean one of the plots of land designated as a "Lot" (each of which bears a separate identification number) and described in Exhibit "A" hereto together with the improvements thereon. Exhibit "B" hereto shall depict the plot plan for all of Sunset Isles at SilverLakes.

Section 17. "Master Association" shall mean the Community Association created pursuant to the Master Declaration.

Section 18. "Master Declaration" shall mean that certain Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida as lawfully amended, or supplemented, from time to time.

Section 19. "Management Company" shall mean the person, firm or corporation which may be appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

Section 20. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 21. "Notice and Hearing" shall mean written notice and a public hearing before a tribunal appointed by the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner further provided in the By-Laws.

Section 22. "Owner" shall mean and refer to the person or persons or other legal entity or entities holding fee simple interest of record to any Lot, including Declarant and sellers under the executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation and excluding purchasers under executory contracts of sale of a Lot. For purposes of Article VIII only, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees and lessees and sublessees of any Owner, and any other permitted occupants of a Unit.

Section 23. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 24. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of the Circuit Court of Broward County, Florida.

Section 25. "Supplemental Master Declaration" shall mean that certain Supplemental Declaration for Silver Lakes Residential Parcel "B" recorded in Official Records Book 19002, Page 325, of the Public Records of Broward County, Florida.

All other capitalized terms not defined herein shall have the meaning ascribed to them, to the extent they are not in conflict with the provisions of this Declaration, as set forth in the Master Declaration or the Supplemental Master Declaration.

ARTICLE II.

GENERAL PLAN OF DEVELOPMENT

Section 1. THE SILVERLAKES COMMUNITY. The SilverLakes Community plan for development contemplates the construction of various separate and distinct residential communities and the establishment of common areas intended to be available for the use and benefit of all of the residential communities planned for development thereon all in the manner as, and subject to the reservations of rights, set forth in the Master Declaration. Among other things, the Master Declaration (i) requires the Master Association to maintain and care for common properties defined as such thereunder; (ii) compels membership in the Master Association by the Owners, among others; (iii) affords Owners of Lots constituting portions of Sunset Isles at SilverLakes non-exclusive rights to the use and enjoyment of the common properties; and (iv) provides for the promulgation of maintenance assessments and enforcement by lien of collection of payment therefor. Each Owner of a Lot shall be subject to all terms, restrictions, conditions and reservations of rights set forth in the Master Declaration.

Section 2. THE SILVERLAKES PARCEL "B" NEIGHBORHOOD. Sunset Isles at SilverLakes is located within the SilverLakes Community and constitutes a "Neighborhood" under the Master

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Declaration and the Supplemental Master Declaration. Among other things, the Supplemental Master Declaration (i) requires the Master Association to maintain and care for exclusive common properties defined as such thereunder; (ii) affords Owners of Lots constituting portions of Sunset Isles at SilverLakes exclusive rights to the use and enjoyment of the exclusive common properties; and (iii) provides for the promulgation of neighborhood assessments and enforcement by lien of collection of payment therefor. Each Owner of a Lot shall be subject to all terms, restrictions, conditions and reservations of rights set forth in the Supplemental Master Declaration.

Section 3. SUNSET ISLES AT SILVERLAKES. The Declarant's general plan of development of Sunset Isles at SilverLakes, as more particularly described in Exhibit "A" attached hereto, contemplates the construction of residential Dwelling Units thereon and, further, that various Improvements will be constructed on the Lots and other portions of Silver Lakes Residential Parcel "B" which will enhance Sunset Isles at SilverLakes and benefit the Owners of all Lots. The Declarant's general plan of development further contemplates that such residential Dwelling Units shall be whatever types of structures the Declarant may choose. Declarant's general plan of development of Sunset Isles at SilverLakes may also include whatever facilities and amenities the Declarant considers in its sole judgment to be appropriate to the community contemplated by the plan. At no time, however, shall more than thirty-nine (39) Dwelling Units be made subject to this Declaration.

Declarant is submitting to the terms of this Declaration, the real property described in Exhibit "A" and referred to herein as the Lots.

Section 4. DESCRIPTION OF THE COMMON FACILITIES.

Declarant's general plan of development for the Common Facilities shall include such facilities and amenities as Declarant

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considers in its sole judgment to be appropriate to and for Sunset Isles at SilverLakes. By way of example, but not limitation, such facilities may include privacy walls, limited access devices and/or gates, guardhouses, landscaping, sidewalks and street lighting.

ARTICLE III.

MEMBERSHIP IN ASSOCIATION

Section 1. MEMBERSHIP. Every Owner of a Lot and the Declarant shall be a Member of the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of his Lot. Ownership of such Lot shall be the sole qualification for membership of an Owner in the Association.

ARTICLE IV.

VOTING RIGHTS

Section 1. CLASSES OF VOTING MEMBERSHIP. The Association shall have two (2) classes of voting Members as follows:

Class A: Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot which is subject to assessment, as further provided in this Declaration. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon termination of Declarant's Class B Membership as provided below.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each Lot

owned by the Declarant plus three (3) votes for each Class A vote. The Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following: (1) the arrival of December 31, 1997; (2) one hundred twenty (120) days after Declarant conveys the thirty-fifth (35th) Dwelling Unit in Sunset Isles at SilverLakes; or (3) thirty (30) days after the Declarant elects to terminate the Class B Membership; whereupon, the Class A Members shall assume control of the Association and elect the Board of Directors; provided, however, that Declarant shall not exercise its right to terminate the Class B Membership without the prior written consent of Silver Lakes Partnership and The Hokkaido Takushoku Bank, Ltd., New York Branch, their successors and assigns, which consent may be withheld in such party's sole discretion. The consent of Silver Lakes Partnership and The Hokkaido Takushoku Bank, Ltd., New York Branch to termination of the Class B Membership shall no longer be required when any mortgages encumbering any Lots held by Silver Lakes Partnership and/or The Hokkaido Takushoku Bank, Ltd., New York Branch are satisfied.

Section 2. VOTE DISTRIBUTION. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot (such persons being referred to in this Section as "Co-Owners"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. Such Co-Owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting Co-Owner is designated, or if such designation has been revoked, the vote for such Lot shall

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be exercised as the majority of the Co-Owners of the Lot mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her Co-Owners. No vote shall be cast for any Lot where the majority of the Co-Owners cannot agree to said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, and/or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association.

ARTICLE V.

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

- (a) Maintain, repair and otherwise manage the Common Facilities in accordance with the provisions of this Declaration;
- (b) Obtain, for the benefit of the Common Facilities, all commonly metered water, sanitary sewage and electric services, and may provide for all refuse collection (if any) as necessary;
- (c) Maintain such policy or policies of liability, fire, flood and casualty insurance with respect to the Common Facilities and personal property, if any, located thereon or used in connection therewith and owned by the Association or the Declarant

as provided herein for furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws and/or Articles of the Association;

(d) Employ staff or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and to delegate its powers to committees, officers and employees;

(e) Install and maintain such limited access devices, detectors and communication facilities, and employ or contract for employment of guards and watchmen for the Silver Lakes Parcel "B" Neighborhood as the Board deems necessary or appropriate subject, however to the provisions of Section 6 of Article XIII;

(f) Promulgate, amend and alter rules and regulations governing the Common Facilities;

(g) Take such other action which the Board shall deem advisable with respect to the Common Facilities or Lots as may be permitted hereunder or under the law.

ARTICLE VI.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Lot now or hereafter owned by it hereby covenants, and each Owner of any Lot by acceptance of a deed therefor (or who accepts title thereto as an heir or devisee) whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) Common Assessments for Common Expenses, (b) Capital Improvement Assessments, (c) Special Assessments, and (d) Reconstruction Assessments; all of such assessments to be established and collected as hereinafter provided (whether or not the covenant or agreement is expressly

mentioned in the deed or other instrument by which he, she, or it acquired title). Such Assessments, together with any related interest, penalties, and costs of collection including reasonable attorneys' fees, shall be a charge on the Lot and Dwelling Unit located thereon (and any other improvements thereon) and shall be and constitute a continuing lien thereon. Each such Assessment, together with interest, penalties, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot against which the Assessment is made or on which the Assessment constitutes or gives rise to a lien and, except as otherwise provided herein, the personal obligation of his successors and assigns. If the Owner consists of more than one (1) person or entity, each such person or entity shall be jointly and severally liable for the aforementioned obligations. Subject to provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent assessments shall pass with the Lot and successors-in-title to such Lot must pay the same at or before closing. The Board of Directors shall deposit all monies collected in one or more accounts as it shall elect. Maintenance funds collected by Common Assessments shall include monies for either a Common Facilities Reserve Fund for the replacement, repair, painting and other maintenance of the Common Facilities, or specific budgetary reserves therefor, to the extent necessary under the provisions of this Declaration. The Board shall not commingle any amounts deposited for such purposes with other funds received by it.

Section 2. PURPOSE OF COMMON ASSESSMENTS. The Assessments imposed by this Article shall be used for the Association's operation and administration and fulfillment of its duties hereunder. Such duties shall include the promotion of the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and the Improvements and maintenance of the Common

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Facilities as provided herein. Disbursements shall be made by the Board for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners. However, disbursements from the Common Facilities Reserve Fund or other reserve funds shall be made by the Board of Directors only for the specific purposes specified in this Article VI except as noted above. Disbursements of funds other than funds held for Common Facilities reserves shall be made by the Board of Directors for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners.

Section 3. DAMAGE TO COMMON FACILITIES BY OWNERS. The foregoing maintenance, repairs or replacements to the Common Facilities arising out of or caused by the willful or negligent act of an Owner, his family, guests, invitees or lessees shall be effected at said Owner's expense or a Special Assessment therefor shall be made against his Lot together with all Improvements thereon (unless proceeds of insurance are collected with respect thereto).

Section 4. CAPITAL IMPROVEMENT AND RECONSTRUCTION ASSESSMENTS. In addition to the Common Assessments authorized above, the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or other such addition to the Common Facilities, including fixtures and personal property related thereto; provided that any such Reconstruction Assessment or Capital Improvement Assessment shall require the vote or written assent of two-thirds (2/3) of each class of Members who are subject to such Assessments who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 7.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 or 7 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty-three and one-third percent (33 1/3%) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. DATE OF COMMENCEMENT OF OBLIGATION FOR COMMON ASSESSMENTS.

Common Assessments shall commence as to each Lot or Dwelling Unit on the date when a certificate of occupancy is issued by governmental authority for a Dwelling Unit located on that Lot. No special, reconstruction or capital assessment may be assessed against a Lot until after said Lot is subject to Common Assessments.

Section 7. BASIS AND MAXIMUM AMOUNT OF COMMON ASSESSMENTS: DUE DATE.

(a) "Common Assessments" shall mean all assessments for the purposes described in Section 2 of this Article VI. Until the Class "A" Members assume control of the Association, the Common Assessments for all Class "A" Members shall be established by the Declarant.

(b) Until January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$252.00 per Lot or Dwelling Unit, plus any amounts that may be assessed under Sections 3, 4 and 8 of this Article.

(c) The Board may change the budget and level of Common Assessments at a duly constituted meeting of the Board provided that written notice containing a copy of the newly adopted budget

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outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Common Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

(d) At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Members of the Association a written, itemized estimated operating budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration. The Assessments shall be based upon an estimated budget that includes reasonable reserves for deferred maintenance of Improvements the Association is responsible hereunder for maintaining and may (but need not) include reserves for other contingencies. The Board may provide in its absolute discretion that the periodic Assessments be payable either quarterly or monthly. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Dwelling Unit have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. SPECIAL ASSESSMENTS. Special (i.e. non-periodic) assessments may at any time be levied by the Board upon all Owners subject to periodic assessments to make up actual deficits or anticipated deficits in operating and maintenance

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accounts resulting from inadequate periodic assessments and may be levied against any Owner individually to collect a liability of that Owner to the Association that is not common to all the other Owners.

Section 9. UNIFORM RATE OF ASSESSMENTS. The periodic Common Assessments provided for hereinabove and the Special Assessments provided for in Section 8 of this Article that are to be levied on all Owners shall be divided evenly among the Lots subject to assessment. However, until such time as the Class "B" membership converts to Class "A" membership, the maintenance costs for the unsold Lots and Dwelling Units chargeable to the Declarant will be determined as follows: The total amounts charged for Common and Capital Improvement, Reconstruction or Special Assessments to owners of Lots and Dwelling Units other than the Declarant will be deducted from the total expenses as incurred by the Association and the difference will be paid by the Declarant as its contribution to cover the expenses for the unsold Lots and Dwelling Units on a pro rata basis. After the Class B membership converts to Class A membership, the Declarant will pay the same Common and Capital Improvement, Reconstruction or Special Assessments on each of said Lots and Dwelling Units as every other owner. Nothing in this Section 9 shall be construed to require a Member other than the Declarant to pay more than the maximum annual Common Assessment in Section 7 above except in accordance with that section. Nor shall this Section 9 be construed to require a Member other than the Declarant to pay more than his proportionate share (based on the total number of Lots and Dwelling Units under this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots and Dwelling Units which have been brought under the scope of this Declaration were occupied and the Association were in full operation.

Section 10. ASSOCIATION'S REMEDIES FOR NON-PAYMENT.

(a) Penalties for Delinquency. In the event any assessment is unpaid for more than ten (10) days after the date it is due, a late charge of \$10.00 for each month that the assessment remains unpaid shall be imposed upon the Lot of the Owner failing to pay the assessment to cover the Association's administrative costs and expenses in dealing with the delinquency and not as a penalty. Nothing in this section shall be construed to relieve an Owner and consequently a Lot from the obligation to pay pursuant to this Declaration or eliminate any other remedy provided to the Association pursuant to this Declaration by reason of any past due assessments of any nature or description.

(b) Enforcement of Lien. The Association may bring an action in its name to foreclose any lien on a Lot upon which a Dwelling Unit is located in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or other assessments with interest thereon (plus the costs and expenses mentioned in Section 10(c) of this Article) without waiving any claim of lien, provided that in either case the Association must give the delinquent Owner at least ten (10) days' written notice of its intentions and, in the case of a foreclosure, must file a claim of lien in the Public Records of Broward County, Florida. Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a claim of lien was filed, the Owner curing the default is entitled to have a satisfaction of lien recorded upon payment to the Association of a fee to be determined by the Association but not to exceed Fifty Dollars (\$50.00).

(c) Attorneys' Fees and Other Costs of Enforcement. Reasonable attorneys' fees incurred by the Association or its agent incident to the collection of an unpaid

periodic or other assessment or the enforcement of any lien provided for by Section 1 of this Article (including attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and be secured by the Association's lien.

(d) Status of Transferees. No person or entity that acquired title to a Lot as a result of a foreclosure of an Institutional Mortgage or any bona fide Institutional Mortgagee of record that accepts a deed to a Lot in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or other assessments pertaining to that Lot chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or other assessments recorded prior to the recording of the mortgage in question. Any such shares of assessments for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners, including the new Owner of the Lot in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Lot shall be jointly and severally liable for all unpaid periodic or other assessments against the grantor for his share of the Assessments up to the time of the conveyance. Anything contained herein to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, shall be liable for all periodic or other assessments coming due while he is the Owner of a Lot regardless of how his title was acquired.

(e) Cumulative Remedies. The remedies provided in this Section 10 shall be cumulative and not mutually exclusive.

Section 11. ASSOCIATION'S CERTIFICATE. Each Owner of an assessable Lot and every holder of an Institutional Mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the Owner with respect to his Lot upon payment to the Association of a reasonable fee not exceeding Ten Dollars (\$10.00). Any person other than the Owner of the Lot in question who relies upon such a certificate shall be protected thereby.

Section 12. SUBORDINATION. The lien on each Lot provided for in this Article shall be subordinate to the lien of any Institutional Mortgage on that Lot made in good faith and for value and recorded before a claim of lien is filed under this Article with respect to that Lot.

ARTICLE VII.

MAINTENANCE REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION. The Association shall maintain, or provide for the maintenance of, all of the Common Facilities and all Improvements thereon, including all commonly metered utilities, the interior and exterior of all common buildings and the community privacy wall. The Association shall also provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are the responsibility of the Association. In addition, the Association shall maintain, or provide for the maintenance of, the sidewalks located in Silver Lakes Residential Parcel B, except, however, such obligation shall not be construed to pertain to the aesthetics of the sidewalks or any repair necessitated by reason of the negligence or fault of any Owner. All of the foregoing obligations of the Association shall

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be discharged when and in such manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

Section 2. BY THE OWNERS.

(a) Maintenance of Lots and Dwelling Unit. With respect to Lots, each Owner shall be responsible for maintaining fences located on a Lot, if any, and the grounds and landscaping upon each Lot, including the cutting and maintenance of lawns and landscaping and the maintenance of the swales located between the Lot and the road as provided in the Supplemental Master Declaration. No Owner shall tap into any sprinkler system installed by Declarant. With respect to Improvements, each Owner shall be responsible for keeping the interior and exterior of his Dwelling Unit in a clean safe and orderly condition and in good repair. Each Owner shall be responsible for the maintenance, replacement or repair of all doors, windows, screens and other portions of his Dwelling Unit. Such responsibilities shall also include the maintenance, repair or replacement of all appliances, including the air conditioning and heating unit servicing such Dwelling Unit.

(b) Failure to Perform. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to enjoin compliance with them. In addition, if the failure relates to the Owner's maintenance obligations, the Association shall be entitled (though not obligated) to restore the neglected Dwelling Unit, Lot or swale to the condition required by this Section and to levy on the offending Owner a special assessment equal to the cost of the work that was the Owner's responsibility.

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ARTICLE VIII.
USE RESTRICTIONS

All of the Properties shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Sections 8 and 9 hereof:

Section 1. NUISANCES. No noxious or offensive activity shall be carried on about the Lots or in or about any Improvements, Dwelling Units, or on any portion of Sunset Isles at SilverLakes, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Dwelling Units which is a source of annoyance to Owners or occupants of Dwelling Units or which interferes with the peaceful possession or proper use of the Dwelling Units or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Dwelling Units or Lots and the Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board of Directors and/or the Master Association, if required.

Section 2. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Properties shall be restricted to the Lots. No Owner shall keep any vehicle on the Lots which is deemed to be a nuisance by the Board. No Owner shall conduct repairs (except in an

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emergency or except within the garage of the Dwelling Unit behind closed doors) or restorations of any motor vehicle, boat, trailer, or other vehicle upon the Lots.

Section 3. TRASH AND OTHER MATERIALS. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Lots except in sanitary containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render Sunset Isles at SilverLakes unsanitary, unsightly, offensive or detrimental to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried, or aired in such a way as to be visible, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any of the Lots except within an enclosed structure appropriately screened from view, except when accumulated during construction by Declarant or except when accumulated by the Association for imminent pickup and discard.

Section 4. TEMPORARY BUILDINGS. No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any Lot, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked upon a Lot. Declarant shall be exempt from this Section.

Section 5. RULES AND REGULATIONS. Notwithstanding any other provision to the contrary in this Declaration, the Board may, from time to time as it deems necessary or prudent, make or amend, reasonable rules and regulations for Sunset Isles at SilverLakes without necessity of amending this Declaration. A rule and regulation made, amended, added to, deleted or altered by the Board shall become effective as and when a copy of same shall be mailed to Owners. Each Owner, lessee, and their respective families, invitees and guests, and other users of the Lots must strictly

adhere to rules and regulations made by the Board as they may from time to time be amended, altered, added to or deleted, and to the restrictions, rules and regulations specified elsewhere in this Declaration. The Association shall have the rights, remedies and privileges specified in Article XIII hereof to enforce such obligations, or the breach of any rule, regulation or restriction constituting a breach of the covenants of this Declaration. However, the Declarant, for so long as it shall be a Member shall be exempt from adherence to such rules and regulations.

Section 6. **NO IMPROPER USES.** No improper, offensive, hazardous or unlawful use shall be made of any Dwelling Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any Dwelling Unit shall be corrected by, and at the sole expense of, that Dwelling Unit's Owner.

Section 7. **LEASES.** No portion of a Dwelling Unit (other than an entire Dwelling Unit) may be rented. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation and the By-Laws of the Association, of applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Dwelling Units. The Owner of a leased Dwelling Unit shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Section 8. **DECLARANT EXEMPTION.** Declarant plans to undertake the work of constructing Dwelling Units and Improvements

upon the Lots. The completion of that work and the sale, rental and other disposal of Dwelling Units is essential to the establishment and welfare of Sunset Isles at SilverLakes as a residential community. In order that such work may be completed and a fully occupied community be established as rapidly as possible, neither Owners or, the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant and Declarant's Permittees from doing on any Property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, such alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for development of Sunset Isles at SilverLakes may be modified by the Declarant any time and from time to time, without notice); or

(b) Prevent Declarant or Declarant's Permittees from erecting, constructing and maintaining on any property owned or controlled by Declarant such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing a residential community and disposing of Dwelling Units thereon by sale, lease or otherwise; or

(c) Prevent Declarant or Declarant's Permittees from conducting on any property owned or controlled by Declarant its or their business of developing, subdividing, grading and constructing Improvements upon the Lots and of disposing of Dwelling Units therein by sale, lease or otherwise; or

(d) Prevent Declarant or Declarant's Permittees from determining in its or their sole discretion the nature of any type of Improvements to be initially or ultimately constructed by it or them upon the Lots;

(e) Prevent Declarant or Declarant's Permittees from selling and leasing existing and planned Dwelling Units including, but not limited to, constructing and maintaining sales offices, a sales and administrative trailer or trailers, fencing or other barriers abutting such sales' facility (and signs thereon) and model Dwelling Units, soliciting and receiving the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces provided by Declarant and the placing of signs and other promotional devices upon any portion or portions of Sunset Isles at SilverLakes without regard to their size, aesthetic appeal or the project developed by Declarant (or its designee) to which such items relate.

(f) Prevent Declarant or Declarant's Permittees from utilizing the vacant Lots for the driving, storage or use of motor and construction vehicles and apparatus of any nature deemed necessary or proper by it or them for the construction, sale, leasing, maintenance or repair of Sunset Isles at SilverLakes.

Section 9. EFFECT ON DECLARANT; SELECTIVE RELIEF. In general, the restrictions and limitations set forth in this Article shall not apply to Declarant or to Dwelling Units owned by the Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for the development, construction, sale, lease or use of Sunset Isles at SilverLakes and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article VIII, in addition to whatever remedies at law it might be entitled to. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article VIII for good cause shown.

Section 10. **INSURANCE RATES.** Nothing shall be done or kept on the Lots or Improvements thereon which will increase the rate of insurance on any property insured by the Association without the approval of the Board; nor shall anything be done or kept on the Lots or Improvements thereon which would result in the cancellation of insurance on any property insured by the Association.

Section 11. **DRILLING.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon the Lots or other portions of Sunset Isles at SilverLakes, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected or maintained on any portion of Sunset Isles at SilverLakes.

Section 12. **GARAGES.** No Owner may convert into living space more than fifty percent (50%) of the interior of any garage located within a Dwelling Unit. In any event, no such conversion shall be permitted unless the Owner wishing to convert obtains the permission of the Master Association, if such permission is required. With respect to any permitted conversion, no change to the exterior of any garage shall be allowed, including the door. Notwithstanding the foregoing, in the event any applicable governmental regulations, laws or ordinances are more restrictive than the foregoing, such regulation, law or ordinance shall control.

ARTICLE IX.

INSURANCE

Section 1. **COMMON FACILITIES.** The Association shall keep the Common Facilities and all fixtures and personal property located therein or thereon insured against loss or damage by fire

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for the full insurable replacement cost thereof; and (ii) flood in the maximum amount allowed by law, if necessary or required and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Facilities shall be written in the name of the Association and the proceeds thereof shall be payable to it. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses to be included in the Common Assessments made by the Association.

Section 2. **REPLACEMENT OR REPAIR OF PROPERTY.** In the event of damage to or destruction of any part of the Common Facilities, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Dwelling Units to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Dwelling Unit Owners, subject to the provisions of Article VI of this Declaration.

Section 3. **WAIVER OF SUBROGATION.** As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of,

or breach of, any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. LIABILITY AND OTHER INSURANCE. The Association shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner. The policy or policies shall be written in an amount of not less than \$1,000,000.00 combined single limit coverage for bodily injury and \$50,000.00 for property damage; provided, however that, in the event the cost of a \$1,000,000.00 liability policy becomes prohibitive, the Association may obtain such lesser coverage as is reasonably practical under the circumstances. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, and Board of Directors from liability in connection with the Common Facilities, the premiums for which shall be Common Expenses included in the Common Assessments made against the Dwelling Unit Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased or decreased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and any management company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

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ARTICLE X.

MORTGAGEE PROTECTION CLAUSE

Section 1. ADDITIONAL RIGHTS. In addition to all other rights herein set forth and with respect to Improvements upon the Lots, Institutional Mortgagees shall have the following rights (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each Institutional Mortgagee pursuant to an Institutional Mortgage encumbering any Lot upon which a Dwelling Unit is situated, at its written request, is entitled to written notification from the Association of any default by the mortgagor of such Lot and Dwelling Unit in the performance of such mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Each Institutional Mortgagee pursuant to an Institutional Mortgage encumbering any Dwelling Unit which obtains title to such Dwelling Unit pursuant to the remedies provided in such mortgage by foreclosure of such mortgage or by deed in lieu of foreclosure shall take title to the Dwelling Unit free and clear of any claims of unpaid assessments or charges against such Dwelling Unit which accrued prior to the acquisition of title to such Dwelling Unit by the Institutional Mortgagee.

(c) Unless at least seventy-five percent (75%) of the Institutional Mortgagees (based upon one vote for each lot upon which a mortgage is owned), and seventy-five percent (75%) of the Owners have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Facilities and the Improvements thereto

which are owned by the Association; provided, however, that the granting of easements for utilities or for such other purposes consistent with the intended use of such property by the Association or the Declarant shall not be deemed a transfer within the meaning of this clause;

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Dwelling Unit;

(3) fail to maintain fire and extended coverage on insurable portions of the Common Facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate;

(4) use hazard insurance proceeds for losses to any Common Facilities for other than the repair, replacement or reconstruction of such Facilities (or for reserves for the repair, replacement or reconstruction of the Facilities); or

(5) amend this Declaration or the Articles or By-Laws of the Association in such a manner that the rights of any Institutional Mortgagee will be materially affected.

(d) Institutional Mortgagees shall upon written request to the Association have the right to (i) examine the books and records of the Association during normal business hours, including current copies of the Declaration and its exhibits, and current rules and regulations, if any, (ii) receive an unaudited financial statement of the Association within ninety (90) days after each of its fiscal years closes, (iii) receive from the Association written notice of any meeting of the Association's membership and to attend any such meeting and (iv) receive timely written notice of casualty damage to or condemnation of any part of

any Lot on which a Dwelling Unit is situate and upon which it has a mortgage.

(e) All Institutional Mortgagees who have registered their names with the Association shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Facilities following a decision of the Owners to assume self-management of the Common Facilities; and (ii) immediate notice following any damage to the Common Facilities whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and as soon as the Board learns of any threatened condemnation proceedings or proposed acquisition of any portion of the Common Facilities.

ARTICLE XI.
EASEMENTS

Section 1. PIPES, WIRES, DUCTS, VENTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, ETC. Each portion of the Lots shall have an easement in common with all other Lots to hook up to, share, use, maintain, repair, alter, relocate and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related common facilities located in or on Sunset Isles at SilverLakes. Each portion of the Lots shall be subject to an easement in favor of all other Lots to hook up to, share, use, maintain, repair, alter, relocate and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related common facilities located in such portion of Sunset Isles at SilverLakes. Without limiting the generality of the foregoing, the Declarant or other providing utility or service company may by virtue of this easement, install, maintain,

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relocate, join into, share and replace facilities on the Lots, may excavate for those purposes and may affix, maintain and replace wires, pipes, circuits, lines, conduits, and cable television equipment on, in, under and/or beside the exterior walls of Dwelling Units. The Declarant is expressly authorized to execute and record whatever instruments it deems necessary or desirable to effect or evidence the easements created by this Section, and shall be considered an agent of each Dwelling Unit Owner for the purposes of executing and recording any such instrument with respect to any Lot owned by that Owner. To be effective, any such instrument need only be executed by Declarant. The easements herein granted shall not prevent or unreasonably interfere with the construction and use of Lots for Dwelling Units.

Section 2. DECLARANT'S RESERVATION. The Declarant and Declarant's Permittees shall have blanket easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Lots, owned by Declarant for the purpose of completing construction, leasing and sale of Dwelling Units and, towards this end, Declarant reserves the right to grant and does hereby reserve easements and rights-of-way in, through, under, over and across the Lots owned by Declarant for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, employees, assigns and purchasers, also reserve the right to share, connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of Sunset Isles at SilverLakes; provided that none of such easements provided for herein shall interfere with the intended Improvements for such

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Lot(s) and any such easement shall be used to the minimum extent possible and shall not be used in a discriminating manner.

The Declarant and Declarant's Permittees shall have an easement in, on, over and across the Lots, in connection with the development of Sunset Isles at SilverLakes for (i) construction, installation, maintenance, ingress to and egress from and the right to use (including the right to use in common with other Unit Owners) and share and tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on the Lots, provided such easement and use does not prevent or unreasonably interfere with the use of the Lots as intended, and (ii) erecting, maintaining, repairing and replacing from time to time one or more signs on the Lots for the purposes of advertising the sale of Dwelling Units and the leasing of space in any such Dwelling Unit and for the purpose of advertising the sale of Dwelling Units which may be constructed by Declarant or its successors in interest. Declarant, its successors, assigns, invitees, licensees, contractors and employees reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under, over and/or through the Lots to relocate any existing utility, sewer and drainage easements in any portion of the Lots to hook up to, join in with or share with any and all existing utilities' pipes, wires, and lines and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Declarant shall deem it necessary or desirable for the proper operation and maintenance of the Lots or for the general health or welfare of any Owner, provided that such additional utilities or the relocation of existing utilities or the sharing of such utilities will not

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prevent or unreasonably interfere with the use the Dwelling Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Lots, and the employees and agents of any such company or corporation, shall have the right of access to the Common Facilities in furtherance of such easements, provided such right of access is exercised in such a manner as not to unreasonably interfere with the use of any Dwelling Unit.

Section 3. EASEMENTS ON LOTS. Declarant and the Association shall have an easement upon the Lots for access, ingress and egress to the rear of any community privacy wall or portion thereof located on any Lot or the boundary of Sunset Isles at SilverLakes for the purpose of repairing, painting and otherwise maintaining such walls. Additionally, Declarant and the Association shall have a ten (10) foot easement along the easterly boundary of Lot 1 and a ten (10) foot easement along the westerly boundary of Lot 25 for the purpose of installing, maintaining, repairing and replacing landscaping and illumination devices. Finally, Declarant and the Association shall have a five (5) foot easement along the easterly boundary of Lot 28 and a five (5) foot easement along the westerly boundary of Lot 27 for the purpose of installing, maintaining, repairing and replacing utilities.

ARTICLE XII.

WORKING CAPITAL FUND

At the time the Declarant or its successor sells and closes each Lot to each purchaser, such purchaser shall deposit a sum equal to two (2) times such purchaser's current monthly Association maintenance expense into a working capital fund for the purpose of initial maintenance, reserve, emergency needs, initial items, non-recurring items, capital expenses, permits, licenses, general operating expenses and all utility deposits and advance insurance

premiums for insurance policies and coverages pursuant to this Declaration and the Exhibits attached hereto. All of the foregoing expenses or items may be paid from the working capital fund. If the Declarant has paid any of the foregoing expenses or items, then any such expense or item shall be paid to or reimbursed to the Declarant from the working capital fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE XIII.

GENERAL PROVISIONS

Section 1. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly herein provided to the contrary, be construed to be covenants running with the Lots, Dwelling Units, and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and enure to the benefit of the Declarant and subsequent owner(s) of the Lots, Dwelling Units or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future owners and tenants and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations as they may from time to time be amended. The acceptance of a deed or conveyance of a Lot or the entering into a lease of, or occupancy of any Dwelling Unit shall constitute an adoption and ratification by such Owner, tenant or occupant of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be

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amended from time to time, including, but not limited to, a ratification of any attorney-in-fact provisos contained therein. In the event that any easements granted herein (or reservations of rights to grant further easements) shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 2. DURATION. The covenants and restrictions set forth in this Declaration shall be effective for a term of thirty (30) years from the date the Declaration is recorded. After that time, they shall automatically be extended for successive periods of ten (10) years each unless an instrument has been recorded in which eighty percent (80%) of the then Owners and eighty percent (80%) of the holders of the then outstanding Institutional Mortgages agree by signing of a written instrument to revoke the covenants and restrictions in whole or in part; provided, however, that no such agreement shall be effective unless it is made and recorded at least three (3) years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days before any action is taken.

Section 3. ENFORCEMENT. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by any Owner or by the Association as follows:

(a) Breach of any of the covenants or restrictions contained in the Declaration, Articles or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings brought by any Owner, or, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the

amount of any delinquent payment, late charges, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants or restrictions contained in this Declaration, the Articles or the By-Laws are violated in whole or in part is hereby declared to be a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner, or by the Association or their successors-in-interest.

(c) The remedies herein provided for breach of the covenants or restrictions contained in this Declaration, the Articles or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration, the Articles or in the By-Laws shall not constitute a waiver of the Association's right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration, the Articles or in the By-Laws shall not affect or impair the lien or charge of any Institutional Mortgage made in good faith and for value on any Lot containing a Dwelling Unit, provided, however, that any subsequent Owner of such Dwelling Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 4. **SEVERABILITY.** Invalidation of any one of the provisions, covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other covenants, restrictions or provisions which shall remain in full force and effect.

Section 5. **INTERPRETATION.** The provisions of this Declaration shall be liberally construed to effectuate its purpose

of creating a uniform plan for development of a residential community and for the maintenance of community and Common Facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 6. AMENDMENTS. This Declaration may be amended by an instrument approved by not less than seventy percent (70%) of the Owners. Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental agencies, including but not limited to the Federal Housing Administration and the Veterans Administration, Declarant's Mortgagee(s) or the Declarant of the Master Declaration. Such Amendment need be executed and acknowledged by the Declarant only, and need not be approved by the Association, Unit Owners, lienors and mortgagees of units, whether or not elsewhere required for amendments. No Amendment shall alter the subordination provisions of this Declaration without the prior approval of any Institutional Mortgagee enjoying such protection. No Amendment shall alter the rights and privileges of Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch without the approval of such party so long as Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch owns a Lot or a mortgage encumbering a Lot. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws to the contrary, any decision by the Association to employ personnel to man the guardhouse located at

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the entrance to Sunset Isles at SilverLakes after Declarant relinquishes control of the Association must have the affirmative approval of eighty percent (80%) of the Class "A" Members of the Association (eighty percent (80%) of a quorum at a duly noticed membership meeting shall not be sufficient for such purpose).

Section 7. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Facilities to the public, or for any public use.

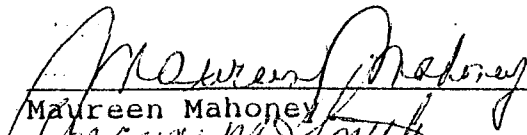
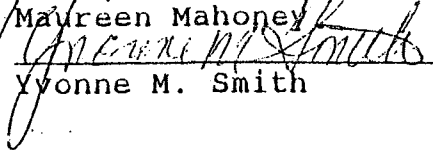
Section 8. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot does and shall be conclusively deemed to have consented to and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first written above.

Signed, sealed and delivered in the presence of:

SUNSET ISLES AT SILVER LAKES ASSOCIATES, LTD., a Florida limited partnership

BY: SUNSET ISLES AT SILVER LAKES, INC., a Florida corporation, its sole general partner


Maureen Mahoney

Yvonne M. Smith


By: Michael Levy, President

SIGNATURES CONTINUED ON FOLLOWING PAGE

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JOINDER

SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 13th day of August, 1992.

Signed, sealed and delivered
presence of:

SUNSET ISLES AT SILVERLAKES
HOMEOWNERS' ASSOCIATION, INC.

Maureen Mahoney
Maureen Mahoney
Yvonne M. Smith
Yvonne M. Smith

By: [Signature]
Michael Levy, President

Maureen Mahoney
Maureen Mahoney
Yvonne M. Smith
Yvonne M. Smith

Attest: [Signature]
David Zuckerman,
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing joinder was acknowledged before me this 13th day of August, 1992, by Michael Levy and David Zuckerman, respectively the President and Secretary of SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. They are personally known to me and did not take an oath.

[Signature]
NOTARY PUBLIC
State of Florida at Large
Iris McDonald

My Commission Expires 5/7/94
Iris McDonald
NOTARY PUBLIC
STATE OF FLORIDA
My Comm Exp 5/7/94
BONDED

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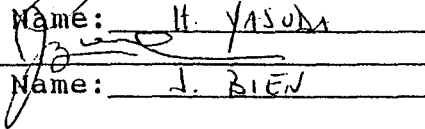
JOINER AND SUBORDINATION OF MORTGAGEE


The HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch (the "Bank"), the owner and holder of that certain mortgage from SUNSET ISLES AT SILVER LAKES ASSOCIATES, LTD., a Florida limited partnership, in favor of SILVER LAKES PARTNERSHIP, dated December 5, 1991, and recorded December 17, 1991, in Official Records Book 19002, at Page 344, of the Public Records of Broward County, Florida (the "Mortgage") which instrument encumbers a portion of the Property described in the foregoing Declaration does hereby consent to the Declaration and acknowledges that the lien of its Mortgage on said Property is subordinate to the provisions of the Declaration except as provided therein and except that the rights of the Declarant under the Declaration shall be subject to the rights of the Bank under the Mortgage and that the Declaration shall survive any foreclosure of the Mortgage and shall be binding upon all Persons, and their successors in title claiming said Property; provided, however, that at no time before such foreclosure shall the foregoing Joinder obligate the Bank to perform the covenants contained in or make any payments required by the Declaration, and at no time shall the foregoing Joinder (i) impose any liability on the Bank for any failure of any predecessor in interest to the Bank to perform such covenants, or (ii) be deemed a limitation on the operation or effect of the Mortgage except as specifically set forth in this Joinder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officers, this 26th day of August, 1992.

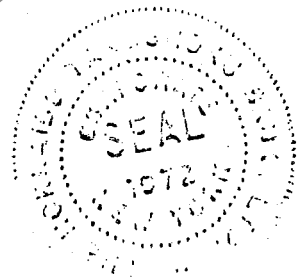
Signed, sealed and delivered
in the presence of:

THE HOKKAIDO TAKUSHOKU BANK,
LTD., NEW YORK BRANCH


Type Name: H. YASUDA

Type Name: J. BIEN

By: 
Riichiro Fujinami,
Senior Deputy General
Manager & Senior Vice
President

[SEAL]



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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 26th day of August, 1992 by Riichiro Fujinami, as Senior Deputy General Manager and Senior Vice President, of THE HOKKAIDO TAKUSHOKU BANK, LTD., NEW YORK BRANCH, on behalf of said Bank. He is personally known to me and did not take an oath.

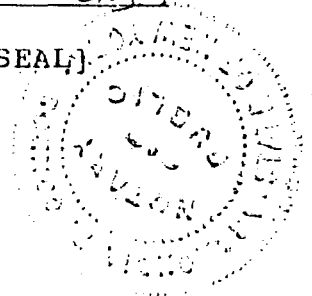
Archondia P. Condos
NOTARY PUBLIC
Type Name: ARCHONDIA P. CONDOS

My Commission Expires:

51588/

ARCHONDIA P. CONDOS
Notary Public, State of New York
No. 31-4987077
Qualified in New York County
Commission Expires Oct. 7, 1993

[SEAL]



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EXHIBIT "A" TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

*** * * * ***

LEGAL DESCRIPTION FOR

SUNSET ISLES AT SILVERLAKES

BK 19846PGU285

LEGAL DESCRIPTION

Lots 1 through 39, inclusive of SILVER LAKES
AT PEMBROKE PINES RESIDENTIAL PARCEL B
according to the Plat thereof, recorded in
Plat Book 150, at Page 7, of the Public
Records of Broward County, Florida.

BK19846PGU286

**EXHIBIT "B" TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

*** * * * ***

**PLOT PLAN FOR
SUNSET ISLES AT SILVERLAKES**

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SUNSET ISLES

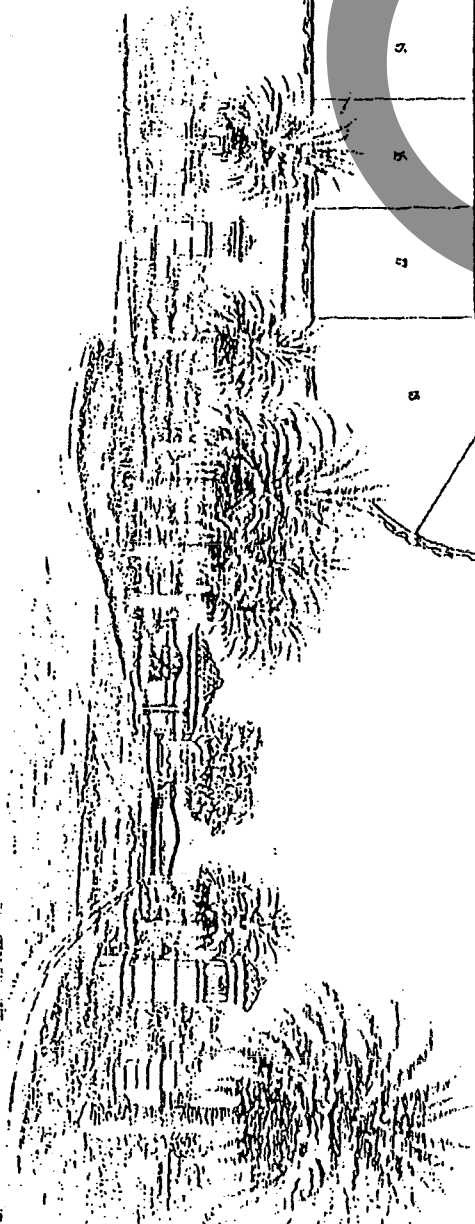
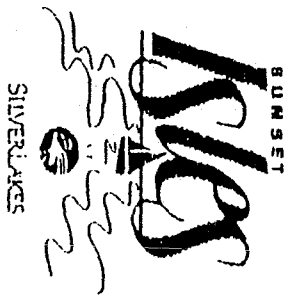
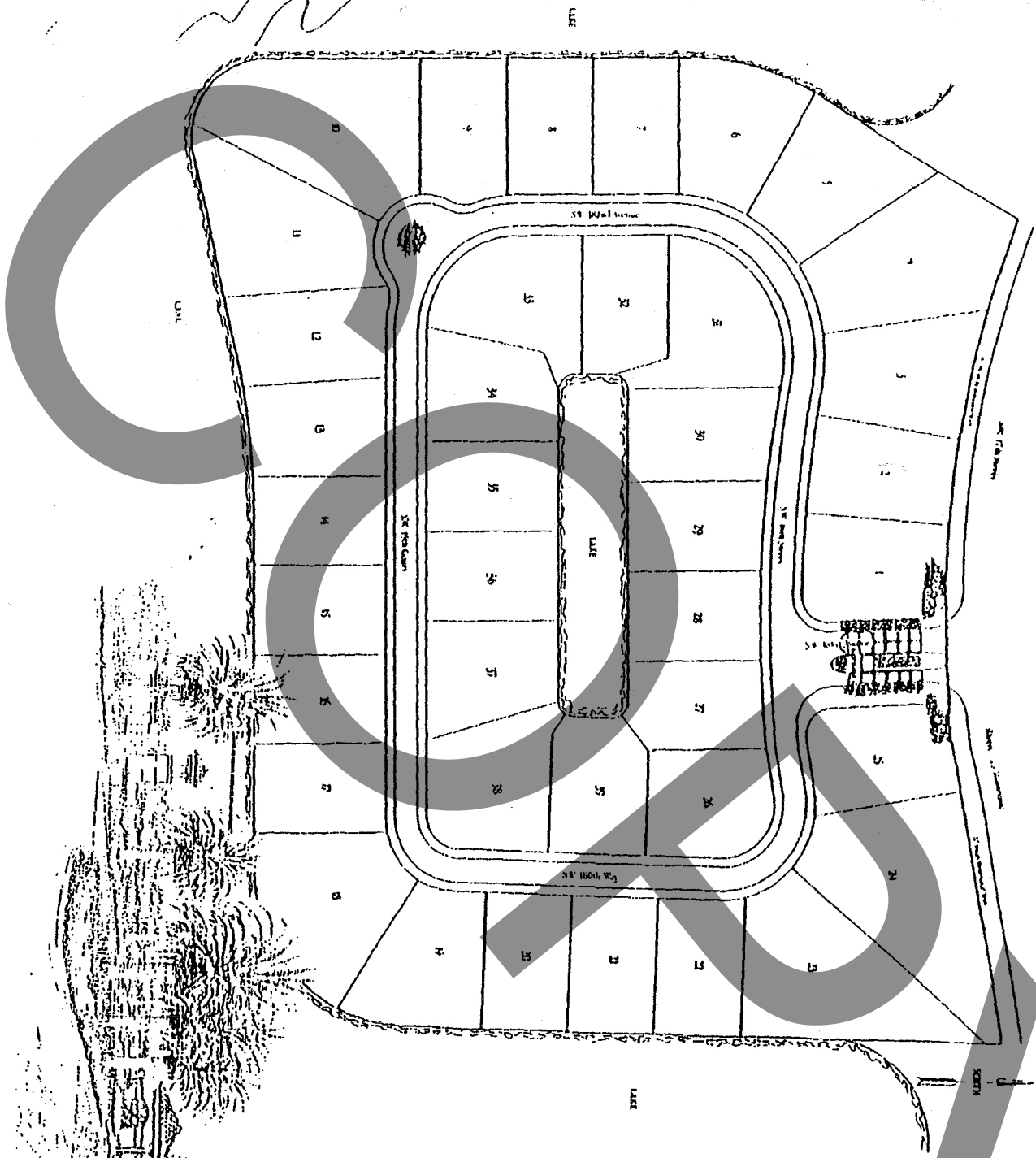


EXHIBIT "C" TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

ARTICLES OF INCORPORATION
SUNSET ISLES AT SILVERLAKES
HOMEOWNERS' ASSOCIATION, INC.

BK/9846PGU289

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 28, 1992, as shown by the records of this office.

The document number of this corporation is N50628.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of August, 1992.



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

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FILED
1992 AUG 28 AM 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, hereby adopt the following Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"). The address of the corporation shall be:

17811 N.W. 14th Street
Pembroke Pines, Florida 33029

ARTICLE II.

Terms used herein shall have the meanings ascribed to them in the Declaration referred to below, unless the context indicates otherwise.

ARTICLE III.

The purposes for which the Association is formed are:

1. To promote the common good, health, safety and general welfare of all of the Owners;
2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Restrictions and Easements for Sunset Isles at SilverLakes (the "Declaration") as amended from time to time and recorded in the Public Records of Broward County, Florida (the definitions of which are incorporated herein by reference);

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3. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and such purposes and powers in each clause shall not be limited or restricted by reference or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not to a substantial degree engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE IV.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject under the Declaration to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation and excluding contract purchasers, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. The membership shall also be divided into the classes set forth below.

The Association shall have two (2) classes of voting Members as follows:

Class A. Class A Members shall originally be all Owners with the exception of the Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot which is subject to assessment, as further provided in the Declaration. The Declarant shall become a Class A Member with regard to Lots owned by the Declarant upon termination of the Declarant's Class B Membership as provided below.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each Lot

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owned by the Declarant plus three (3) votes for each Class A vote. The Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following: (1) the arrival of December 31, 1997; (2) one hundred twenty (120) days after the Declarant conveys the thirty-fifth (35th) Dwelling Unit in Sunset Isles at SilverLakes; or (3) thirty (30) days after the Declarant elects to terminate the Class B Membership; whereupon, the Class A Members shall assume control of the Association and elect the Board of Directors; provided, however, that Declarant shall not exercise its right to terminate the Class B Membership without the prior written consent of Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., their successors or assigns, which consent may be withheld in such parties' sole discretion. The consent of Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch to termination of the Class B Membership shall no longer be required when any mortgages encumbering any Lots held by Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch are satisfied.

ARTICLE V.

The Association shall have perpetual existence.

ARTICLE VI.

The affairs of the Association shall be managed by a Board of Directors of not less than three (3) persons.

The names and addresses of the members of the first Board of Directors of the Association (which shall be three), who shall hold office until the first election thereafter are as follows:

BK119846PGU293

<u>Name</u>	<u>Address</u>
Michael Levy	16855 NE 2nd Avenue, Ste. 100 North Miami Beach, Florida 33162
Steven Zuckerman	17811 N.W. 14th Street Pembroke Pines, Florida 33029
David Zuckerman	3520 Washington Lane Cooper City, Florida 33026

Except for the first Board of Directors and unless otherwise provided in the By-Laws, Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for the removal from office of Directors. Only members of the Association, or authorized representatives, officers or employees of the Declarant may be Directors.

Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VII.

The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

The officers of the Association, in accordance with applicable provisions of the By-Laws, shall be elected by the Board of Directors for a term, the duration of which shall be one year, to

be extended until qualified successors are duly elected and have taken office.

The names and addresses of the first officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

President:	Michael Levy	16855 NE 2nd Ave. North Miami Beach, FL 33162
Vice-President:	Steven Zuckerman	17811 N.W. 14th Street Pembroke Pines, FL 33029
Secretary/ Treasurer:	David Zuckerman	3520 Washington Lane Cooper City, FL 33026

ARTICLE VIII.

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or any special meeting duly called for such purpose, upon the vote of the Members as provided in the By-Laws, except that the initial By-Laws of the Association shall be made and adopted by the first Board of Directors.

ARTICLE IX.

Amendments to these Articles of Incorporation may be proposed by a member of the Board of Directors of the Association or Members of the Association holding thirty (30%) percent of the voting rights in the Class A Membership. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of seventy-five (75%) percent of the entire membership present in person or by proxy at a meeting at which a quorum is present. No Amendment shall alter the rights and privileges of Silver Lakes

BK119846PCU295

Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch without the prior written approval of such party so long as Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch owns a Lot or a mortgage encumbering a Lot.

ARTICLE X.

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Michael Levy	16855 NE 2nd Avenue, Ste. 100 North Miami Beach, Florida 33162
Steven Zuckerman	17811 N.W. 14th Street Pembroke Pines, Florida 33029
David Zuckerman	3520 Washington Lane Cooper City, Florida 33026

ARTICLE XI.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association; and, with respect to any criminal action or proceeding, that he had

no reasonable cause to believe his conduct was unlawful; and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to hereinabove or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first paragraph of this Article XI (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth hereinabove. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an

undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XI.

The indemnification provided by this Article shall not be deemed exclusive of any other right to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

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

ARTICLE XII.

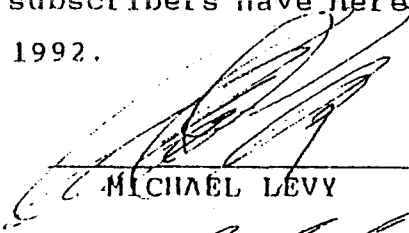
The initial registered office of this corporation shall be at 17811 N.W. 14th Street, Pembroke Pines, Florida 33029, with the privilege of having its office and branch offices at other places within or without the State of Florida.

The Resident Agent of the Association for purposes of accepting service of process shall be Steven Zuckerman, having offices at 17811 N.W. 14th Street, Pembroke Pines, Florida 33029.


ARTICLE XIII.

Upon dissolution of the Association, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands this 13 day of August, 1992.



MICHAEL LEVY X



STEVEN ZUCKERMAN X



DAVID ZUCKERMAN X

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.



Steven Zuckerman, Resident Agent X

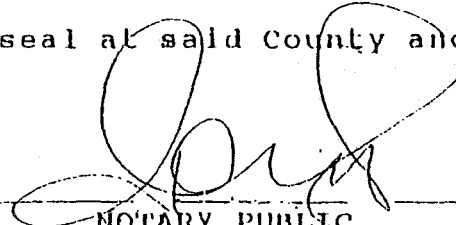
STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared MICHAEL LEVY, STEVEN ZUCKERMAN and DAVID ZUCKERMAN to me known to be the subscribers to the foregoing Articles of Incorporation, and they acknowledged before me that


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they executed the same for the purposes therein expressed. They are personally known to me and did not take an oath.

WITNESS my hand and official seal at said County and State this 13 day of August, 1992.


NOTARY PUBLIC

My Commission Expires:

 Iris M McDonald
STATE OF FLORIDA
My Comm Exp 5/1/94
BONDED

51590

BK 19846PGU300

EXHIBIT "D" TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

* * * * *

BY-LAWS OF
SUNSET ISLES AT SILVERLAKES
HOMEOWNERS' ASSOCIATION, INC.

* * * * *

BK/19846PGJ301

BY-LAWS

OF

SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I.

DEFINITIONS

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Restrictions and Easements for Sunset Isles at SilverLakes (the "Declaration of Covenants") as it may be amended from time to time unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE II.

LOCATION, PURPOSE AND POWERS

Section 1. The principal office of Sunset Isles at SilverLakes Homeowners' Association, Inc., (the "Association") shall initially be located at:

17811 N.W. 14th Street
Pembroke Pines, Florida 33029

or subsequently, at such other address as may from time to time be designated by the Board of Directors. Notwithstanding the principal office of the Association, meetings of members and the Board of Directors of the Association may be held at such places

BK 19846 PGJ 302

within the State of Florida, County of Broward, as may, from time to time, be designated by the Board of Directors.

Section 2. The purpose for which the Association is organized is to be a homeowners' association within the meaning of the Declaration of Covenants and to manage the Common Facilities as specified in the Declaration of Covenants (and otherwise discharge its duties thereunder), and to exercise all powers granted to it as a not-for-profit corporation under the laws of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Covenants; and to acquire, hold convey and otherwise deal in and with real and personal property in its capacity as a homeowners' association.

Section 3. The Association shall have all power granted to it by law, the Declaration of Covenants, and as set forth in Article III of the Articles of Incorporation.

Section 4. The Board of Directors shall have the powers and duties necessary for the administration of the Common Facilities and the discharge of its other responsibilities under the Declaration of Covenants and may take all actions, through the proper offices of the Association in executing such powers, except such acts which by law, the Declaration of Covenants or these By-Laws may not be delegated to the Board of Directors by Owners. Such powers and duties of the Board of Directors shall include without limitation (except as limited elsewhere herein) the following:

(a) Operating, repairing, maintaining and otherwise managing the Common Facilities which are stated to be Association obligations pursuant to the Declaration of Covenants.

(b) Determining the expenses required for the operation of the Common Facilities and the Association.

(c) Collecting the Assessments, Special Assessments, Reconstruction Assessments, Capital Improvements Assessments and fees from Owners as specified in the Declaration of Covenants.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Facilities.

(e) Adopting and amending rules and regulations concerning Sunset Isles at SilverLakes.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Obtaining and reviewing insurance for the Common Facilities as required by the Declaration of Covenants, for the Association, and for the Board of Directors.

(h) Making repairs, additions, restorations and improvements to or alterations of the Common Facilities as required or necessary to the discharge of its duties in accordance with the provisions of the Declaration of Covenants or after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforcing obligations of the Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Common Facilities and its functions as specified in the Declaration of Covenants.

(j) Levying fines or taking other actions against the Owners for violations of the Declaration of Covenants or violations of rules and regulations established by the Association to govern the conduct of the Owners their guests or invitees.

(k) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Facilities.

(l) Contracting (if the Board in its sole discretion so desires) for the management of the Common Facilities and Improvements and delegating to such contractor such powers and duties of the Board of Directors as the Board may deem appropriate under the circumstances, except those which may be required by the Declaration of Covenants and these By-Laws to be approved by the

Board of Directors and members of the Association. In exercising this power, the Association may contract with affiliates of itself and the Declarant.

(m) Exercising (i) all powers specifically set forth in the Declaration of Covenants, the Articles of the Association and these By-Laws, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not-for-profit.

ARTICLE III.

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article IV of the Articles of Incorporation of the Association.

Section 2. Members are subject to the payment of Assessments or fees levied by the Association in accordance with the terms and provisions of the Declaration of Covenants and, without limiting the generality of the foregoing, Article VI thereof.

Section 3. The Association shall have two (2) classes of voting Members as provided in Article IV of the Declaration of Covenants.

Section 4. Unless otherwise expressly provided in these By-Laws or the Declaration of Covenants, any action which may be taken by the Association may be taken by a majority of a quorum of the Members of the Association.

Section 5. Except as otherwise provided in these By-Laws, the Articles of Incorporation, or the Declaration of Covenants, the presence in person or by proxy of at least fifty percent (50%) of the Members of the Association entitled to vote shall constitute a quorum of the Membership. Members present at a duly called or held meeting at which a quorum is present may continue to do business

until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. In the event, however, that the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty-three and one-third percent (33 1/3%) of the total Members of the Association entitled to vote.

Section 6. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary on or before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed and upon conveyance by the Member of the fee simple title of his Unit.

Section 7. Vote distribution shall be in accordance with Section 2 of Article IV of the Declaration of Covenants.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Initially, there shall be a minimum of three (3) directors of the Association who shall be elected annually at the annual meeting of the Members but, from time to time, without amendment hereof, the number of directors may be increased by a vote of the members of the Association as hereinafter provided. After termination of Class B Membership and the election of a majority of the Directors by members other than Declarant, there shall not be less than five (5) nor more than seven (7) Directors.

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

(a) Election of directors shall be held at the annual members' meeting except as provided herein to the contrary.

(b) Nominations for directors and additional directorships created at the meeting may be made from the floor.

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

(d) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of subdivision (f) hereof shall be filled by the Declarant without the necessity of any meeting.

(e) Subject to the rights of Declarant set forth in Section 13 hereof, any director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Owners. A special meeting of the Owners to recall a director or directors may, subject to the rights of Declarant set forth in Section 2(f) and 13 hereof, be called by twenty (20%) percent of the Owners giving notice of the meeting as required for a meeting of Owners and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting unless such director was appointed by the Declarant, in which case the Declarant shall appoint another director without the necessity of any meeting.

(f) Provided, however, that until a majority of the Directors are elected by the members other than the Declarant, neither the first Directors of the Association nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors

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and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization shall be held promptly after the recordation of the Declaration of Covenants, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the Board members present. If the majority of the members of the Board elected shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days thereafter upon three (3) days' notice in writing to each member of the Board elected stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Owners and notice of such meetings shall be posted conspicuously on or near the guardhouse at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided however that the Owners shall not be permitted to participate and need not be recognized at any such meeting.

Section 5. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Broward County, Florida; and at any time. Notice of Special Meetings shall be given to Owners in the manner required for regular meetings,

provided that Owners shall not be permitted to participate and need not be recognized at any such meeting.

Section 6. Notice of each special meeting of the Board of Directors, stating the time, place and purpose thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail or one (1) day by telephone or telegraph prior to the meeting. Special meetings of the Board may also be held at any place and time without notice to directors by unanimous waiver of notice by all the directors.

Section 7. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 8. A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration of Covenants, the Articles or these By-Laws.

Section 9. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any newly scheduled meeting, any business

that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that director except for the purpose of constituting a quorum.

Section 11. The presiding officer of the directors' meetings shall be the Chairman of the Board, or his designees, if such an officer has been elected; and if none, the President shall preside (or may designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

Section 12. No director shall receive compensation for any service rendered to the Association, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 13.

(a) Notwithstanding anything to the contrary contained in this Article IV or otherwise, the Declarant shall have the right to appoint or direct that there be elected specific directors of the Association until such time as Class B Membership terminates in accordance with Section 1 of Article IV of the Declaration of Covenants.

(b) Within sixty (60) days after Unit Owners other than the Declarant or a successor are entitled to elect or appoint a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the Owners for this purpose. The

meeting may be called and the notice may be given by any Owner if the Association fails to do so.

(c) The Declarant may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.

(d) This Article IV, Section 13 shall not be modified or amended without the consent of the Declarant so long as the Declarant shall in accordance with the terms of these By-Laws have the right to appoint or cause to be elected any Directors.

ARTICLE V.

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside (or designate a Chairman to preside) at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. The President of the Association shall attend all meetings of the Master Association and will be the Voting Member for the Neighborhood as provided in the Master Declaration. In the absence or disability of the President, the Vice-President shall perform the duties and exercise the powers of the President including being the Alternate Voting Member for the Neighborhood as provided in the Master Declaration. The Secretary shall issue notice of all meetings of the Membership of the Association and the Directors where notices of such meetings

are required by law or in these By-Laws. He shall keep the minutes of the meetings of the Membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. One person may not hold more than one office except the offices of Secretary and Treasurer may be held by one person.

Section 5. The officers shall be elected by a majority of the Directors.

Section 6. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed or otherwise, be disqualified to serve.

ARTICLE VI.

RESIGNATION, VACANCY, REMOVAL

Section 1. Any director or officer of the corporation may resign at any time, by instrument in writing. Resignation shall take effect at the time specified therein and if no time is

specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 2. When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting by electing a person who shall serve until the next annual meeting of members at which time a director will be elected to complete the remaining portion of the unexpired term.

Section 3. When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Association.

Section 4. A majority of the members of the Association present at any regular meeting or special meeting at which a quorum is present and duly called at least in part for the purpose of removing a director or officer may remove any such director or officer for cause affecting his ability or fitness to perform his duties.

Section 5. Officers and directors of the Association shall be indemnified to the full extent provided by Florida law and in Article XI of the Articles of Incorporation.

ARTICLE VII.

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in each year beginning in the year in which the Declaration of Covenants is recorded, at such time, date and place as shall be

determined by the Board of Directors, but no later than thirteen (13) months from the date of the previous annual meeting.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more Members of the Board of Directors, or upon written requests of the Members who have a right to vote thirty percent (30%) of all votes of the Class "A" Member votes.

Section 3. Notices concerning meetings held in accordance with the above shall be given to the Members by sending a copy of the notice by mail, postage thereon fully paid, to the addresses appearing on the records of the Association. The post office certificate shall be retained as proof of such mailing. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice shall be posted in a conspicuous place on or near the guardhouse at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation or Declaration of Covenants, notice shall be given or sent as therein provided. Recitation in the minutes of a meeting that the meeting was held pursuant to notice properly given shall be evidence that such notice was given.

Section 4. Any Member may give to a specified Director or to any other Member a proxy to vote on behalf of the absent Member at any meeting. Such proxy shall be in writing, shall be signed by the absent Member and filed with the Association prior to or at the meeting. The proxy shall be effective only for the specific meeting for which it is originally given. It will be revocable at

the pleasure of the Owner executing it if revoked by a duly delivered written notice thereof.

Section 5. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration of Covenants, the Articles of Incorporation or these By-Laws. As used in these By-Laws, the terms "majority of the Unit Owners" and "majority of the members" shall mean those Owners having more than fifty (50%) percent of the then total authorized votes present in person or by proxy and voting at any meeting of the Owners and at which a quorum shall have been attained.

ARTICLE VIII.

BOOKS AND RECORDS; DEPOSITORIES; FISCAL YEAR

Section 1. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during normal business hours.

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

Section 3. The Association shall maintain accounting records according to generally accepted accounting principles. Such records shall include an account of receipts and expenditures; an

account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment and fee, the due dates and amount of each Assessment and fee, the amounts paid upon the account and the balance due; and a register for the names of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default upon request by such lien holders. The Association shall furnish a reasonable written summary of the foregoing to each Owner at least annually. The Board of Directors shall present at each annual meeting of the Association members a full and clear statement of the business and condition of the Association.

ARTICLE IX.

ADMINISTRATIVE RULES AND REGULATIONS

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

ARTICLE X.

VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an Assessment or fee by a Owner) of any of the provisions of the Declaration of Covenants, these By-Laws, the Rules and Regulations of the Association or the Articles of Incorporation of the Association, the Association, after reasonable notice to cure not to exceed fifteen (15) days, shall have all rights and remedies provided by law and in the Declaration of Covenants including without limitation (and such remedies shall or may be cumulative)

the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay Assessments or fees, the right to foreclose its lien provided in the Declaration of Covenants. In every such proceeding the Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot together with Dwelling Unit thereon during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments or fees may be prosecuted by the Association without waiving the lien securing such unpaid Assessments or fees.

ARTICLE XI.
OBLIGATIONS OF OWNERS

All Owners are obligated to pay, in accordance with the provisions of the Declaration of Covenants, all Assessments imposed by the Association to meet all expenses of the Association, which may include, without limitation, liability insurance policy premiums and insurance premiums for policies to cover repair and reconstruction work in case of hurricane, fire, flood or other hazard, as more fully provided in the Declaration of Covenants. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration of Covenants, including, without limitation, Article VI thereof.

ARTICLE XII.
AMENDMENT OF BY-LAWS

Except where the Declaration of Covenants or the Articles of Incorporation provide otherwise, these By-Laws may be amended in the following manner:

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

(b) A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors or by not less than one-third (1/3rd) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary prior to the commencement of the meeting.

The approval must be by not less than a majority of the total votes of the members of the Association.

(c) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Units without the consent of the Declarant and said mortgagees in each instance. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Covenants. No Amendment shall alter the rights and privileges of Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch without the written approval of such party so long as Silver Lakes Partnership or The Hokkaido Takushoku Bank, Ltd., New York Branch owns a Lot or a mortgage encumbering a Lot.

(d) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration of Covenants allowing such action by the Declarant. The amendment shall be effective when stated therein.

ARTICLE XIII.
FISCAL MANAGEMENT

The Board of Directors shall from time to time, and in accordance with its rights and duties under Article VI of the Declaration of Covenants, prepare a budget for the Association (which shall detail all accounts and items of expenses), determine the amount of Assessments payable by the Owners to meet the expenses of the Association, and allocate and assess such expenses among the Owners in accordance with the provisions of the Declaration of Covenants. The adoption of a budget for the Association shall comply with the terms and provisions of Section 7 of Article VI of the Declaration of Covenants.

ARTICLE XIV.
MORTGAGEES

Section 1. An Owner who mortgages his Lot shall notify the Association by notice to the Secretary of the Board of Directors of the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots". Any such Owner shall likewise notify the Association as to the release or discharge of any such Mortgage.

Section 2. The Board of Directors of the Association shall, at the request of a Mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot in accordance with the provisions of the Declaration of Covenants.

Section 3. The Board of Directors of the Association shall fully protect, enforce and comply with the rights of institutional first mortgagees as more particularly set forth in Article X of the Declaration of Covenants.

ARTICLE XV
MEANING OF TERMS

All terms appearing herein which are defined in the Declaration of Covenants shall have the same meanings as are applied to such terms in the Declaration of Covenants.

ARTICLE XVI.
CONFLICTING PROVISIONS

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

ARTICLE XVII.
MISCELLANEOUS

Section 1. The Board of Directors may authorize any officer or officers agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, committee member, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 2. The Association shall keep in its office for the transaction of business the original or a copy of these By-Laws as

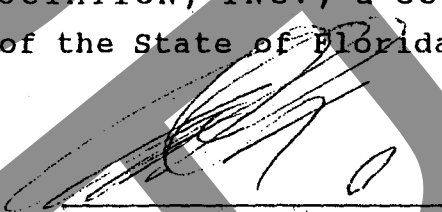
amended or otherwise altered to date certified by the Secretary, which shall be open to inspection by the Owners and all first mortgagees at all reasonable times during office hours.

Section 3. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, shall be subject to change from time to time as the Board of Directors shall determine in accordance with the Declaration of Covenants.


Section 4. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Lot by an Owner shall be recorded in the book, together with the date on which such ownership was transferred in accordance with the provisions of the Declaration of Covenants.

The foregoing were adopted as the By-Laws of SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit, under the laws of the State of Florida this 13th day of August, 1992.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR



Michael Levy, President



David Zuckerman, Secretary

51591

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SUNSET ISLES AT SILVERLAKES
HOMEOWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 30 day of March, 2011, by SUNSET ISLES AT SILVERLAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of Sunset Isles in accordance with the Declaration of Covenants (the "Declaration") and related documents which were recorded September 9, 1992 in Official Records Book 19846, Page 235 of the Public Records of Broward County, Florida; and

WHEREAS at a duly noticed Annual Meeting of the Members and the Board of Directors held on the 25th day of January, 2011 (the "Annual Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, amendments to the Declaration including Article III Section 8, Article VI Section 10, Article VIII Section 7, and Article IX Sections 1 and 4 were submitted to the owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendments to Article III Section 8, Article VI Section 10, Article VIII Section 7, and Article IX Section 1 of the Declaration were approved.

NOW, THEREFORE, the Association does hereby state the following:

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1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Deletions are indicated by ~~strikeout~~, additions by underlining

3. Article VIII Section 7, of the Declaration is hereby amended to read as follows:

~~No Portion of a Dwelling Unit (other than an entire Dwelling Unit) may be rented. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation and the By-Laws of the Association, of applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Dwelling Units. The Owner of a leased Dwelling Unit shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into. No Home Owner may dispose of a Home or any interest therein by lease without the prior written approval of the Association. All Home Owner Assessments must be up to date prior to such approval. All leases or rental agreements must be in writing. All leases, addendums, and lease renewals shall be on forms approved by Association and shall provide and/or be deemed to provide that the Association shall have the right to terminate the lease and bring an action for eviction upon default by the tenant or other occupant of the demised Property in observing any of the provisions of this declaration, the Articles and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Association or administered by the Association. All Leasing of Property shall be subject to the prior written approval of Association, in its sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit check, employment, criminal background check and personal reference investigations. No Sub Leasing is allowed. The Association, in its sole discretion, may charge a reasonable fee to each applicant screened under this provision not to exceed one hundred dollars (\$100.00). As a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require a security deposit in an amount not to exceed the equivalent of one month's rent be deposited into an account maintained by Association as permitted by Florida Law. The security deposit shall protect against damages to the Common Elements or Association Property, and for non-payment of Association Assessments. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Home Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to~~

property caused by the negligence of the tenant, and for Home Owner Association Assessments. All lease or rental agreements shall be for a term of 12 months. No Owner may enter into more than one lease during any 12-month period of time irrespective of whether a tenant voluntarily vacated the Home, has been removed through eviction proceedings or otherwise. Any and all lease renewals must be approved by the Association prior to the anniversary of the lease. If the Homeowner shall lease his Home, he shall remain liable for the performance of all agreements and covenants in the governing documents, and shall be liable for the violations by his lessee of any and all use restrictions. The owner leasing his Home, shall have the obligation and responsibility to advise the lessee of his Home of all the Association's rules and regulations appertaining to the use of the home.

ASSIGNMENT OF RENTS BY DELINQUENT UNIT OWNERS. If the Association approves the proposed lease, and during the lease term the Owner becomes delinquent in the payment of an assessment, and/or other charge of any nature kind or description due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant. Such rental payments collected from tenant shall be collected and applied in accordance with the procedures established by the Board. Owner and Tenant each agree that Tenant shall pay to the Association, and not to Owner, all recurring installments of Rent owed to the Owner under said lease upon Tenant's receipt of the Association's written demand for payment of Rent based on the delinquency of Owner's obligations to pay assessments to the Association. Owner agrees, for as long as Owner remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the lease to the Association shall not constitute nonpayment of Rent under the lease. The Owner irrevocably appoints the Association, without recourse, as Owner's agent and attorney-in-fact in Owner's place and stead to collect from tenant each installment of Rent due Owner under said Lease, for as long as Owner remains delinquent in Owner's obligation to pay assessments to the Association. Except for accounting to Owner for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to owner and/or Tenant as "landlord" under said Lease and/or under Part II of Chapter 84, Florida Statutes, Owner and Tenant acknowledge and agree that provision of this paragraph create only a facility of payment of Rent owed under the lease to Owner to be paid directly by Tenant to the Association to be applied toward the Owner's delinquent obligations to the Association to pay assessments to the Association. Owner and Tenant each covenant and agree that they accept the Association's disclaimer of any responsibility as "landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said lease.

4. Article VI Section 10, of the Declaration is hereby amended to read as follows:

(f) Suspension of Rights. In addition to all other remedies, the Association may suspend, for a reasonable period of time, the rights of any or all of an Owner or an Owners tenant, guests or invitees to use Association property and facilities, excluding Association property located on such Owner's lot, and/or may suspend the voting rights of an Owner if such owner is delinquent in payment of assessments for more than (90) days.

5. Article IX Section 1, of the Declaration is hereby amended to read as follows:

COMMON FACILITIES. The Association shall may keep the Common Facilities and all fixtures and personal property located therein or thereon insured against loss or damage by fire for the full insurable replacement cost thereof, or the Association, if it so elects, may instead vote to self insure as permitted under Chapter 720 of the Florida Statutes, as it may be amended, from time to time; and (ii) flood in the maximum amount allowed by law, if necessary or required and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Facilities shall be written in the name of the Association and the proceeds thereof shall be payable to it. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses to be included in the Common Assessments made by the Association.

6. Article III Section 8, of the Declaration is hereby amended to read as follows:

Electronic Meeting Attendance and Voting. In Addition to normal type of attendance and voting at all meetings, the Board may elect at its discretion to permit and utilize any form of electronic means of attending meetings, including but not limited to voting, that is allowed by State Statute, and would permit all legal homeowner and/or Board Members to cast their vote by electronic means.

7. Except, as set forth above, all other terms and conditions of the Declaration shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this

30 day of MARCH, 2011.

Witness

By: [Signature]
Print: Martha Contreras

SUNSET ISLES AT SILVERLAKES
HOMEOWNERS' ASSOCIATION, INC.

By: Martha Contreras-Rundell
Print: [Signature]

By: [Signature]
Print: RICK RUNDY
Title: President

By: Kathy McCommon
Print: K M Common

By: [Signature]
Print: MAX BARBERENA
Title: Secretary

By: [Signature]
Print: TIANA M. BROWN

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2011 by RICK RUNDY as President and by MAX BARBERENA as Secretary, respectively of Sunset Isles at Silverlakes Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced as identification and did/did not take an oath

Deborah Lisiewski
Signature of Notary
Deborah Lisiewski

My Commission Expires: 08/02/2014

