

PERSAUD & DECKER

ATTORNEYS AT LAW

A PARTNERSHIP, INCLUDING PROFESSIONAL ASSOCIATIONS

1320 SOUTH DIXIE HIGHWAY, SUITE 715

CORAL GABLES, FL 33146

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MICHAEL K. DECKER, ESQ.*

SAMUEL A. PERSAUD, ESQ.

WILLIAM G. ESSIG, ESQ.

STUART J. NUNEZ, ESQ.

OCEAN REEF OFFICE:

31 OCEAN REEF DRIVE, #A-201

KEY LARGO, FL 33037

TEL: (305) 367-3300

*ALSO LICENSED IN MARYLAND

January 14, 2004

Carlos Arteaga, Property Manager
SPM Group, Inc.
2500 NW 97th Avenue
Suite 200
Miami, FL 33172

Re: Palm Springs Villas Maintenance, Inc.

Dear Carlos:

Enclosed please find the following documents in connection with the above referenced Association:

1. Articles of Incorporation for Palm Springs Maintenance, Inc. with evidence of filing from the Department of Corporations;
2. Assignment of Rights without Recourse from Palm Springs Maintenance, Inc. as recorded in Official Records Book 21854, Pages 2696, 2967 in the Public Records of Miami-Dade County, Florida;
3. A fully executed copy of the General Release; and
4. By-Laws of Palm Springs Villas Maintenance, Inc.

Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely yours,

PERSAUD & DECKER


William G. Essig

WGE/ds

Enclosures

Z:\Case\VP\ Palm Springs\arteaga3.ltr.wpd



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

November 26, 2003

PALM SPRINGS VILLAS MAINTENANCE, INC.
2500 NW 97 AVE STE 210
MIAMI, FL 33172

The Articles of Incorporation for PALM SPRINGS VILLAS MAINTENANCE, INC. were filed on November 25, 2003, and assigned document number N03000010287. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H03000323423.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Freida Chesser
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 303A00064147

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ARTICLES OF INCORPORATION

FOR

PALM SPRINGS VILLAS MAINTENANCE, 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 NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the corporation shall be Palm Springs Villas Maintenance, Inc., (the "Association"). The principal office of the Association shall initially be located at: c/o SPM Group, Inc., 2500 N.W. 97 Avenue, Suite 210, Miami, Florida 33172.

ARTICLE II REGISTERED AGENT

The location of its initial registered office in the State of Florida is 1320 South Dixie Highway, Suite 715, Coral Gables, Florida 33146, but it shall have the power to establish and maintain branch offices at such cities in and towns in the State of Florida as said corporation may from time to time determine. The name of its initial registered agent at said address is Samuel A. Persaud.

ARTICLE III PURPOSE

The purpose for which the Association is organized is to engage as a non-profit Developer organization to perform all of the duties and obligations of the Developer as defined and set forth in that certain Declaration of Townhouse Wall Covenants and Restrictions for Palm Springs Villas recorded in Official Records Book 8046 at Page 82 of the Public Records of Miami-Dade County, Florida and that certain Declaration of Townhouse Wall Covenants and Restrictions for Palm Springs Villas recorded in Official Records Book 10190 at Page 1504 of the Public Records of Miami-Dade County, Florida (hereinafter collectively referred to as the "Declaration"). All terms used in these Articles which are defined in the Declaration shall have the same meaning in these Articles as in the Declaration.

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**ARTICLE IV
POWERS**

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

Section 1. **COMMON LAW AND STATUTORY POWERS.** The Association shall have all of the common law and statutory powers of a corporation not for profit including, but not limited to, those powers set forth and described in Chapter 617, Florida Statutes, as the same may be amended from time to time, together with, or as limited by, these Articles, and the Bylaws of the Association, all as may be amended from time to time.

Section 2. **NECESSARY POWERS.** The Association shall have the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the Common Areas in accordance with the purpose and intent contained in the Declaration;

B. To make and collect assessments against Members to defray the expenses associated with maintenance of the Common Areas ("Common Expenses");

C. To use the proceeds of assessments in the exercise of its powers and duties;

D. To pay all taxes and other assessments which are liens against the Common Area;

E. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations of the Association;

F. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, and convey real and personal property; and

G. To do and perform all such other acts and things permitted and to exercise all powers granted to a corporation not for profit under the laws of the State of Florida as those laws not exist or as they may hereafter provide.

Section 3. **FUNDS AND TITLE TO PROPERTIES.** All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration.

Section 4. **LIMITATIONS.** The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

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**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS**

Section 1. All owners of lots within the Palm Springs Villas community shall automatically be Members, and their memberships shall automatically terminate when they are no longer owners of a lot. If a Member should sell his lot, the grantee from such Member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The Owner of each lot(s) shall have one vote in all meetings, elections or deliberations of the Association, in accordance with the procedures prescribed in the By-Laws.

**ARTICLE VI
DURATION**

The Association shall have perpetual existence.

**ARTICLE VII
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. All Directors must be Members of the Association or own lots within the Palm Springs Villas community. All Directors shall be elected or appointed in the manner set forth in the By-Laws. The following persons shall constitute the Initial Board of Directors and shall hold office and serve until their successors are elected or appointed.

Name

Address

Manuel Ortega

6822 West 2 Court, Hialeah, Florida

Davis Prince

7201 West 2 Court, Hialeah, Florida

Francene Hasama

7199 West 2 Court, Hialeah, Florida

Jay Benavides

6861 West 2 Court, Hialeah, Florida

Avel Viera

7225 West 2 Avenue, Hialeah, Florida

**ARTICLE VIII
OFFICERS**

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election are as follows:

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President:	Manuel Ortega	6822 West 2 Court, Hialeah, Florida
Vice President:	Francene Hasama	7199 West 2 Court, Hialeah, Florida
Treasurer:	David Prince	7201 West 2 Court, Hialeah, Florida
Secretary:	Francene Hasama	7199 West 2 Court, Hialeah, Florida

ARTICLE IX INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association as provided in the By-Laws.

ARTICLE X SUBSCRIBERS

The names and addresses of the subscriber to these Articles of Incorporation is as follows:

Samuel A. Persaud
1320 South Dixie Highway, Suite 715
Coral Gables, Florida 33146

ARTICLE XI BYLAWS

The Bylaws of the Association may be adopted, amended, altered, or rescinded as provided in the Bylaws; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XII AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by (1) the affirmative vote or written consent of the Members holding not less than seventy-five percent (75%) of the voting power of Association. 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 percent (75%) of the Members present in person or by proxy at a meeting at which a quorum is present.

ARTICLE XIII DISSOLUTION

The Association may be dissolved, consistent with applicable provisions of Florida Statutes, upon petition having the assent given in writing and signed by not less than seventy-five (75%) percent of the Members. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association

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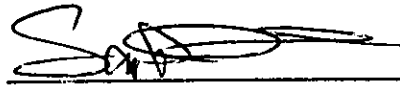
was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE XIV
REGISTERED AGENT AND REGISTERED OFFICE**

The initial registered agent of this corporation shall be:

Samuel A. Persaud
1320 South Dixie Highway, Suite 715
Coral Gables, Florida 33146

IN WITNESS WHEREOF, the undersigned subscriber has hereto set his hand this 25
day of November, 2003.



SAMUEL A. PERSAUD

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared SAMUEL A. PERSAUD to be known to be the subscriber to the Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State this 25 day of
November, 2003.

 William Essig
Commission #DD186698
Expires: Feb 23, 2007
NOTARY PUBLIC, State of Florida
Atlantic Bonding Co., Inc.

My Commission Expires: .

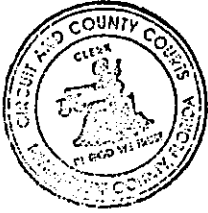
Acknowledgment

Having been named to accept service of process for the above-stated Association, at the place designated in this Certificate, Samuel A. Persaud hereby accepts the responsibility to act in this capacity and agrees to comply with the provisions of said act relative to keeping open said office.

By: 

Dated this 25 day of November, 2003.

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CFN 2003R0879788
OR Bk 21854 Pgs 2696 - 2697i (2pgs)
RECORDED 11/26/2003 12:43:49
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

ASSIGNMENT OF RIGHTS WITHOUT RECOURSE

The parties to this Assignment of Rights Without Recourse (this "Assignment") are **P.S.V. MAINTENANCE CORP.**, a Florida corporation, (hereinafter, the "Assignor"), and **PALM SPRINGS VILLAS MAINTENANCE, INC.**, a Florida not-for-profit corporation, (hereinafter, the "Assignee").

RECITALS:

A. **WHEREAS**, Assignor is holder of certain rights, title and interest pursuant to that certain Declaration of Townhouse Wall Covenants and Restrictions for Palm Springs Villas dated December 20, 1972 and recorded at Official Records Book 8046 at Page 82 of the Public Records of Miami-Dade County, Florida, and that certain Declaration of Townhouse Wall Covenants and Restrictions for Palm Springs Villas dated October 17, 1978 and recorded at Official Records Book 10190 at Page 1504 of the Public Records of Miami-Dade County, Florida and all subsequent amendments (hereinafter referred to as the "Declarations");

B. **WHEREAS**, Assignor hereby acknowledges that on or about April 30, 1978, Assignor was assigned all rights, title and interest from that certain Declaration and all amendments thereto from Lovell, Inc., a Florida corporation, the developer of Palm Springs Villas and creator of the Declarations ("Developer");

C. **WHEREAS**, pursuant to that assignment, Assignor assumed and agreed to be bound by and perform all covenants, conditions, obligations, and duties of Developer;

D. **WHEREAS**, since the date first mentioned above Assignor has exercised all such rights pursuant to the Declarations;

E. **WHEREAS**, Assignor has not further assigned its interest to any other party; and

F. **WHEREAS**, Assignor desires to assign and Assignee desires to assume all of Assignor's rights, duties and liabilities under the Declarations, including, but not limited to the right to collect assessments and to lien for same as set forth in the Declarations.

ASSIGNMENT:

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest created pursuant to the Declarations and any amendments thereto for Palm Springs Villas. Notwithstanding the foregoing, Assignor shall retain all rights, title and interest to all assessments accrued and the rights to collect same pursuant to the Declarations and liens levied as of the date of this Assignment. **This Assignment is made without representation or warranty and without recourse against the Assignor.**

3. Assignee hereby agrees to assume the aforementioned rights, except those retained by Assignor herein, and agrees to be bound by and to perform all the covenants, conditions, obligations and duties of Assignor which are set forth in the Declarations.

4. Assignor hereby agrees to perform all maintenance, at Assignor's sole cost and expense, for Palm Springs Villas from the date of this Assignment until November 30, 2003.

5. Assignor hereby agrees that Assignee shall receive all maintenance expenses assessed and collected for Palm Springs Villas beginning December 1, 2003. Notwithstanding the foregoing, Assignor shall retain all maintenance expenses assessed for the month November 2003.

6. Nothing in this Agreement shall be deemed to annul, waive, change or modify any of the provisions of the Declarations.

This Agreement has been entered into by the parties as of the 24 day of November, 2003.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Nora Ann Lupo
Nora Ann Lupo
William Ortega
William Ortega

ASSIGNOR:

P.S.V. MAINTENANCE CORP.

By: Rose A. Lovell
Rose A. Lovell, Vice President

ASSIGNEE:

PALM SPRINGS VILLAS MAINTENANCE,
INC.

By: Manuel Ortega
Manuel Ortega, President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS:

The foregoing Instrument was acknowledged before me this 24 day of November, 2003, by ROSE A. LOVELL, as Vice President of P.S.V. MAINTENANCE CORP., a Florida corporation, on behalf of said corporation, who is personally known to me or who has produced a driver's license issued by the State of Florida as identification and who did take an oath.

Nora Ann Lupo (SEAL)
NOTARY PUBLIC, State of Florida at Large

Printed Name of Notary Public:

Serial Number My Commission DD198626
Expires July 5, 2007

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS:

The foregoing Instrument was acknowledged before me this 24 day of November, 2003, by Manuel Ortega, as President of PALM SPRINGS VILLAS MAINTENANCE, INC., a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or who has produced a driver's license issued by the State of Florida as identification and who did take an oath.

Loures Bray (SEAL)
NOTARY PUBLIC, State of Florida at Large

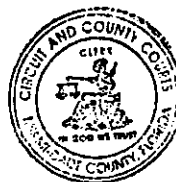
Printed Name of Notary Public:

Serial Number MY COMMISSION # DD-042889
EXPIRES: August 23, 2005
Bonded thru Notary Public Underwriters

My Commission Expires:

Prepared by:
Hello De La Torre, Esq.
Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134
Telephone No.: (305) 442-3334
Facsimile No.: (305) 443-3292
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STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on Nov 26 day of Nov, A.D. 2003
WITNESS my hand and Official Seal.
JERRY BUVIN, Clerk of Circuit and County Courts
D.C.



GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That, **PALM SPRINGS VILLAS MAINTENANCE, INC.**, a Florida not-for-profit corporation, first party, for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars, or other valuable consideration, received from or on behalf of **P.S.V. MAINTENANCE CORP.**, a Florida corporation and **LOVELL, INC.**, a Florida corporation, second party, the receipt and sufficiency of which is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors, assigns, directors, officers, employees and agents of corporation, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy and forever discharge the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, warranties, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any parent company, affiliated company, subsidiary company, or any director or shareholder thereof, personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of November 30, 2003.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 24th day of November, 2003.

Signed, sealed and delivered
in the presence of:

**PALM SPRINGS VILLAS MAINTENANCE,
INC.**

BY: Manuel Ortega, President

William Essig
Print Name WILLIAM ESSIG

Francene Hasama
Print Name FRANCENE HASAMA

STATE OF FLORIDA)

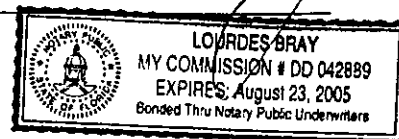
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24 day of November, 2003 by **MANUEL ORTEGA** as President of **PALM SPRINGS VILLAS MAINTENANCE, INC.**, a Florida not-for-profit corporation. He is personally known to me and has produced FL Driver's License as identification and did not take an oath.

My Commission Expires:

Signature: Loures Bray
Name:

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BY-LAWS
OF
PALM SPRINGS VILLAS MAINTENANCE, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, DEFINITIONS, POWERS

Section 1. Name. The name of the Association shall be PALM SPRINGS VILLAS MAINTENANCE, INC. hereinafter referred to as the "Association." The Association is a not-for-profit corporation organized under Chapter 617, Florida Statutes and shall not be construed as a homeowner's association governed by Chapter 720, Florida Statutes.

Section 2. Principal Office. The principal office of the Association shall initially be located at: c/o SPM Group, Inc., 2500 N.W. 97 Avenue, Suite 200, Miami, Florida 33172 or subsequently, at such other address as may from time to time be designated by the Board.

Section 3. Definitions. Unless the context otherwise requires, the terms used in these By-Laws shall have the same meaning as those set forth in certain Declaration of Townhouse Wall Covenants and Restrictions for Palm Springs Villas recorded in Official Records Book 8046 at Page 82 of the Public Records of Miami-Dade County, Florida and that certain Declaration of Townhouse Wall Covenants and Restrictions for Palm Springs Villas recorded in Official Records Book 10190 at Page 1504 of the Public Records of Miami-Dade County, Florida (hereinafter collectively referred to as the "Declaration"), as they may be amended, renewed or extended from time to time.

Section 4. Powers. The Association shall have all power granted to it by Florida law, the Declaration, and as set forth in Article IV of the Articles.

ARTICLE II

MEMBERSHIP MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. The Association shall have one (1) class of voting Members whose voting rights shall be as more particularly set forth in Article V of the Articles, the terms of which are specifically incorporated in these Bylaws.

Section 2. Annual Meetings. The annual meeting of the Members shall be held in each year beginning in the year in which the Association is established, at such time, date and place as shall be determined by the Board, but no later than thirteen (13) months from the date of the previous annual meeting.

Section 3. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, by any two or more members of the Board or upon written request of the Members who have a right to vote not less than twenty-five percent (25%) of all the votes of the membership.

Section 4. Notice of Membership Meetings. Notice concerning meetings of Members shall be given to the Members by sending a copy of the notice by mail, postage fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice shall be served not less than fourteen (14) nor more than thirty (30) days before a meeting, unless otherwise provided in these Bylaws. Notice shall be posted in a conspicuous place on the Common Area 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 or Declaration 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 5. Waiver of Notice. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before any business is put to a vote.

Section 6. Voting. Voting rights of the Members shall be as set forth in Article V of the Articles, the terms of which are specifically incorporated in these By-Laws.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. 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. The proxy shall be effective only for the specific meeting for which it is originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given.

All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Proxies which are filed without designating the name of the proxy holder shall be considered null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her property within Palm Springs Villas or, in the case of a Member holding title as an individual, upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of that Member.

Section 8. Approval by a Majority. 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, the Articles, or these By-Laws. As used in these By-Laws, the terms "majority of the Owners" and "majority of the Members" shall mean those Owners having more than fifty (50%) percent of the then total votes present in person or by proxy and voting at any meeting of the Owners and at which a quorum shall have been attained.

Section 9. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy at the meeting of Members entitled to cast fifty-one percent (51%) of the total votes of the Association shall constitute a quorum for any action governed by these By-Laws.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring at the meetings. In the event that the President is unavailable, the President shall appoint another Director to act in his place and stead.

Section 11. Action Without A Meeting. Any action which may be taken by the vote of Members at an annual or special meeting, except the election of Board members, may be taken without a meeting as and to the extent permitted by Florida law.

ARTICLE III

BOARD OF DIRECTORS; NUMBER, POWERS, MEETING

Section 1. Governing Body. The affairs of the Association shall be governed by a Board of Directors. The number of Directors on the Board shall not be less than three (3) persons or more than seven (7) persons.

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

(a) **Time of Election.** Except as otherwise provided in these By-Laws, election of Directors shall be held at the annual meeting of Members.

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

(c) **Voting Procedure.** The election shall be by written ballot (unless dispensed with by majority consent of the Lots 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) **Vacancies.** Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by the remaining Directors.

(e) **Recall.** 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 Members as provided by law.

Section 3. Organizational Meeting. The first meeting of the duly elected Board, for the purpose of organization, shall be held promptly after the filing of the Association's Articles of Incorporation, 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. Regular meetings of the Board 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 telecopy, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members.

Section 5. Special Meetings. Special meetings of the Board of 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 Miami-Dade County, Florida; and at any time. Notice of special meetings shall be given to Members in the manner required for regular meetings, provided that Members shall not be permitted to participate and need not be recognized at any such meeting.

Section 6. Notice of Special Meetings. Notice of each special meeting of the Board, stating the time, place and purpose or purposes of the meeting, 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 telecopy 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. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the 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. Quorum of Board of Directors. A quorum at a meeting of the Board of Directors shall consist of a majority of the entire Board. 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, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws.

Section 9. Conduct of Meetings. The presiding officer at a meeting of the Board of Directors shall be the Chairman of the Board, 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 10. Compensation. No Director may receive compensation from the Association for acting in such capacity. This provision cannot be awarded without 100% approval of the Members.

Section 11. Action Without A Formal Meeting. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board members have been obtained, except for items discussed in executive session.

Section 12. Powers and Duties. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs pursuant to the Declaration and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

Section 13. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. Cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) annual financial reports shall be prepared for the Board of the Association containing a balance sheet as of the last day of the Association's fiscal year, and an Income statement for said fiscal year, which shall be distributed to the Board within sixty (60) days after the close of the fiscal year;

Section 14. Contractual Rights. With respect to the Common Areas or other Association responsibilities, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer. The Board may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board. Any two or more officers may be held by the same person, excepting the offices of President and Secretary.

Section 2. Election, Term of Office Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed at any time by the affirmative vote of a majority of the Board at any duly called regular or special meeting of the Board.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board.

Section 5. Execution of Documents. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Section 6. Compensation. No officer shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a 100% vote of the Members.

Section 7. Resignation, Vacancy, Removal.

(a) Resignation. Any Director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified in such resignation and if no time is specified at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

(b) Vacancy of the Board. 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.

(c) Vacancy in an Office. 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.

(d) Removal of an Officer. A majority of the Members of the Association present at any regular meeting or special meeting duly called at least in part for the purpose and at which a quorum is present may remove any Director or officer for cause affecting his ability or fitness to perform his duties.

ARTICLE V

COMMITTEES

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Such committees shall be in addition to those hereinafter described.

ARTICLE VI

BOOKS AND RECORDS; DEPOSITORIES; FISCAL YEAR

Section 1. Inspection. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during normal business hours within ten (10) business days of prior written request therefor.

Section 2. Depositories. The funds of the Association shall be deposited in a bank or banks or in a state or federal savings bank in Miami-Dade County, Florida. Such deposits shall be to an account of the Association under resolutions approved by the Board 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 Association purposes.

Section 3. Accounting Records. The Association shall maintain accounting records according to generally accepted accounting principles.

Section 4. Copy of By-Laws. 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 Institutional Mortgagees at all reasonable times during Association office hours.

Section 5. Record of Addresses. 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.

Section 6. Fiscal Year. The fiscal year of the Association shall be determined by the Board and having been so determined, is subject to change from time to time as the Board shall determine.

ARTICLE VII

AMENDMENT OF BY-LAWS

Except where the Declaration or the Articles provides otherwise, these By-Laws may be amended in the following manner:

(a) Notice. 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) Resolution. A resolution for the adoption of a proposed amendment may be proposed either (a) by the affirmative vote or written consent of the Owners holding not less than seventy-five percent (75%) of the voting power of the Members; or (b) by a majority of the Board of Directors. 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 seventy-five percent (75%) of the total votes of the Members of the Association.

(c) Prohibited Amendments. 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 Developer or the holder of an Institutional Mortgage of Parcel without the consent of the Developer and such holder of an Institutional Mortgage in each instance. No amendment shall be made that is in conflict with the Articles or the Declaration.

(d) Certificate. 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. The amendment shall be effective when stated therein.

ARTICLE VIII

CONFLICTING PROVISIONS

In case any of these By-Law 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 and these By-Laws, the Declaration shall control.

The foregoing were adopted as the By-Laws of PALM SPRINGS VILLAS MAINTENANCE, INC., a Florida corporation not-for-profit, under the laws of the State of Florida this ____ day of _____, 2003.

Manuel Ortega, President

Francene Hasama, Secretary

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