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AMENDMENT TO AND
RE-RECORDATION OF THE BY-LAWS

-of-

ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC.

The undersigned, as President and Vice-President respectively, of ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC., whose Declaration of Condominium, together with exhibits annexed thereto, was recorded on August 8, 1975, under Clerk's File No. 75R-160889, of the Public Records of Dade County, Florida, do hereby certify that at the Annual Members Meeting of Unit Owners, held on January 19, 1982, the By-Laws of ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC. were amended upon appropriate vote by the Board of Directors of ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC. and Unit Owners, pursuant to the procedures for amending the By-Laws, and upon the giving of appropriate notice, as statutorily provided, and as required by the By-Laws; and the undersigned President and Vice-President do hereby certify that attached hereto is a re-recordation of the By-Laws in their entirety, as amended, as they properly read as of the date of this re-recordation.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at North Miami Beach, Dade County, Florida, this 20th day of July, 1982.

ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC.

Witnesses:

By: E. Friedman
President

By: Gabrielle F. Greenman
Vice-President

This Instrument was prepared by:
Sydney E. Scheinman, Esq.
Young, Stern & Tannenbaum, P.A.
17071 West Dixie Highway
North Miami Beach, Florida 33160
Telephone: (305) 945-1851

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BY LAWS OF

ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC.
A Non-Profit Florida Corporation

ARTICLE I

IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is a Florida corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

Section 1. The Office of the Association shall be at the Condominium property.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for Profit", and the year of the incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium to which these By-Laws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Arlen House Condominium units. Transfer of unit ownership, either voluntary or by operation of the law, shall terminate membership in the Association and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all the persons so owning said unit shall be members eligible to hold office, attend meetings, etc.; but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation shall designate an individual officer or employee of the Corporation as its "voting member", as designated in Section 5.

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors of the Association, to cover the cost of investigation that may be incurred.

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Section 2. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of 35%, plus 1 (211 unit owners' total votes) shall constitute a quorum.

Section 3. Voting.

(a) The owner(s) of each Condominium unit shall be entitled to one (1) vote. If a Condominiun unit owner owns more than one (1) unit, he shall be entitled to vote for each unit owned. The vote of a Condominiun unit shall not be divisible.

(b) A majority of the unit owners' total votes shall decide any question unless the Declaration of Condominium, By-Laws or Articles of Incorporation of the Association provides otherwise.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife and, if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit.

If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a certificate, signed by all of the recorded owners of the unit, and filed with the Secretary of the Association.

If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a unit shall be known as the "voting member".

If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned.

If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to,

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designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium (s) property, or at such other place within Dade County, and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record at least fifteen (15) days but no more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association.

Section 3. Annual Meeting . The annual meeting shall be held in December of each year at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the Board of Directors. The President shall accept nominations for the Directors of the Association first from the Chairman of the Nominations Committee, and then from the floor. After nominations have been closed, the meeting shall be continued and adjourned to a date and time in January for the purpose of electing the Directors of the Association, who shall be elected by a plurality vote (cumulative voting prohibited). Upon the adjournment of the December meeting, the Board of Directors shall cause a notice in conformity with Article III, Section 2 hereof, to be sent to all members, which notice shall identify the persons nominated at the December meeting for election to the Board of Directors of the Association. For purposes of the election of Directors only, the notice shall also enclose a form of ballot for use by the member, which ballot form shall list all candidates properly nominated for the Board of Directors. This ballot must provide for secret voting.

If a voting member is unable to attend the January reconvening of the December meeting, and does not wish otherwise to designate a proxy, that voting member may still cast his vote for the election of Directors by properly completing and signing the ballot form, and filing it with the Secretary of the Association prior to the January reconvention. Such properly completed, executed and filed ballot form shall revoke any and all proxies previously given by that voting member in connection with the meeting.

Unless revoked as stated in the preceding sentence or otherwise properly revoked, any general and unlimited proxy properly filed for the December meeting shall be valid for the January reconvention. Any special or limited proxy given for the December meeting shall not be valid for the January reconvention unless that proxy shall specify that the proxy shall vote only for such persons designated on the proxy form who may be nominated at the December meeting and shall otherwise be in conformity with law.

Ballot forms properly filed for the January reconvention shall be verified prior to the meeting by the Secretary, so that signatures and completeness may be confirmed and so that revoked proxies may be noted on the registry for the meeting, but the votes cast on the ballot forms shall not be tallied except at the January reconvention. All such ballot forms shall be retained by the Association for a period of one year from the date of the meeting, for purposes of signature verification. Following the election of Directors, the members shall transact such other business authorized to be transacted. The President of the Arlen House East Condominium Association shall notify the general assembly of the results of the election, giving the exact number of votes obtained by each candidate.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request in writing of voting members representing twenty-five (25%) percent of the unit owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

Section 5. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. Approval or Disapproval. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV

DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of eleven (11) Directors and four (4) Alternates. All Directors and Alternates shall be members of the Association. The President or

the voting member of a corporate unit owner shall be deemed to be members of the Association for the purpose of qualifying as Directors or Alternates.

The term of each Director's service shall extend for two years, until his successor is duly elected or until he is removed in the manner provided in Section 2 below.

The Assembly shall vote in years ending with an even number 6 Directors and 2 Alternates, and in years with an uneven number 5 Directors and 2 Alternates.

In the first Assembly after the approval of this amendment, the six (6) Directors and two (2) Alternates with most votes shall be considered to serve two (2) years, and the rest one (1) year.

A Director can succeed himself only for a second term. Thereafter he can be reelected only 2 years after his term ends. The term he is elected to after the approval of these amendments shall be considered his first term.

Section 2. Removal of Directors. At any time, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3rds) of the total votes present at said meeting; and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 3 below.

Section 3. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 4. Disqualification and Resignation of Directors.

Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a

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resignation effective when such resignation is accepted by the Board of Directors.

The transfer of title of his unit by a Director shall automatically constitute a resignation.

No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said deliquency shall automatically constitute a resignation.

Section 5. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 6 . Special Meetings. Special meetings of the Board of Directors may be called by the President or, in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five(5) days notice, in writing, to all the members of the Board of Directors of the time and place of the said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 7. Quorum . At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Compensation. The Directors' fees, if any, shall be determined by the Voting Members.

Section 9 . Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by the Declaration (s) of Condominium, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to , the following:

(a) To exercise all powers specifically set forth in the Declaration (s) of Condominium, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the

purposes and powers of the Association, Subject to to the provisions of the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached or any other applicable Management Agreement.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the Condominium units therein, and the recreational area and facilities, subject to the Declaration of Condominium to which these By-Laws are attached.

(e) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration (s) of Condominium to have approval of the Board of Directors or membership of the Association; to contract for the management or operation of portions of the common elements or facilities susceptible to the separate management or operation thereof; and to lease or concession such portions.

(f) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three(3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee (s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by unit owners when such is specifically required.

ARTICLE V

OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices; all of them shall be members of the Board of Directors.

Section 2. Election. The Officers of the Association

designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. The elected officers can succeed themselves only once, so that each of their terms is limited to 2 years. They can be reelected two years after the termination of their prior term.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deem necessary.

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officers elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors that is, 6 of its Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6 . The Vice President. The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the Minutes of same; he shall have charge of all of the books of the Association as well as records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) The Treasurer shall have custody of the Association's funds and securities, and he shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by Section 11 (7) (B) of the Condominium Act.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such

disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI

FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association.

Section 2 . Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks and all officers and employees of the Association and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 4 . Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of

common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium and recreation facilities. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions and percentages of sharing common elements as provided in the Declaration. Said assessments shall be payable monthly in advance and shall be due on the first day of each month in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as herein before provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said unit owners's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors has the authority to make assessments as to the following:

(1) Special assessments for additional recreation or social activities.

(2) Acquisition of units, as provided in ARTICLE IX of these By-Laws, are subject to the written approval of such parties as are specified therein.

(d) The Board of Directors, shall adopt an operating budget for each fiscal year.

Section 5. Application of Payment and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All assessment payments by a unit owner shall be applied as to interest, deliquencies, costs and attorney's fees, other charges, expenses and advances, and general or special assessments , in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. Acceleration of Assessment Installments Upon Default.

If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

Section 7. Audits . An audit of the accounts of the Association shall be made annually . Said audit shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made.

ARTICLE VII

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the Condominium (s) which this Association operates and maintains, except as specifically provided for in said Condominium's Declaration of Condominium. There shall be no alterations or additions to the common elements where the cost thereof to said Condominium is in excess of twenty (20%) per cent of said Condominium's share of common expenses as to the recreation facilities unless the same is authorized by the Board of Directors of the Association and the same is approved by not less than sixty (60%) per cent of the total vote of the members of this Association.

ARTICLE VIII

COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners;

(b) An action in equity to enforce performance on the part of the unit owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessnes of Unit Owner, etc.

All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association . Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company or rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3 . Costs and Attorney's Fees. In any proceeding arising because of an alleged default by unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, convenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner pursuant to any terms, provisions, convenants or conditions of the Condominium documents shall be deemed to be cumulative

and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercizing such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

ARTICLE IX

ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease, as described in ARTICLE X of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction as specified in said notice, or to designate a person other than the Association as designee pursuant to the provisions of said ARTICLE X without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent", upon the proposed terms, upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership; but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty (60%) per cent of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon. The provisions of ARTICLE X of the Declaration of Condominium to which these By-Laws are attached or ARTICLE X of any Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) per cent of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the Voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of ARTICLE IX of the Declaration of Condominium to which these By-Laws are attached or ARTICLE IX of any Declaration to which these By-Laws are attached, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X

AMMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners provided that:

(a) Notice of the meeting shall contain a statement of the proposed Amendment;

(b) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the unit owners.

(c) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of the total votes of the unit owners.

(d) Said Amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE XI

NOTICES

Notices required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration(s) of Condominium to which these By-Laws are attached.

ARTICLE XII

INDEMNIFICATION

The Association shall indemnify every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and Officer may be entitled. The foregoing shall be deemed subject and subordinate to the provisions of Article XVIII, Z, (4) (c) of the Declaration of Condominium.

ARTICLE XIII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination in the Condominium shall not relieve

or release any such former owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XIV

LIMITATION OF LIABILITY

The Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV

PARLIAMENTARY RULES

Roberts Rules of Orders (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

ARTICLE XVI

LIENS

Section 1. Protection of Property. All liens against a Condominium unit, other than for permitted mortages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five(5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this ARTICLE concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortages Register. The Association may maintain a register of all permitted mortages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such change as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVII

RULES AND REGULATIONS

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium (s), and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall, from time to time, be posted in a conspicuous place.

Section 2. As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s); provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium's property, and/or copies of same shall be furnished to each unit owner.

Section 3. As to Recreation Area and Facilities .

The recreation area and facilities shall only be used by the unit owners and those persons permitted by the Board of Directors. All children who are twelve (12) years of age and under must be accompanied by a responsible adult to the recreation area or facilities. Any damage to equipment or the premises caused by a unit owner, his family, servants, guests, etc. , shall be paid for by the unit owner responsible therefor, and the cost thereof shall be a charge and lien upon the unit owner's parcel as a special assessment.

Section 4. Conflict. In the event of any conflict between the Rules and Regulations adopted or from time to time amended and the Condominium documents or the Condominium Act, the latter shall prevail.

ARTICLE XVIII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing By-Laws of ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC., as amended, were adopted, upon proper notice, by the Board of Directors and subsequently by the meeting of the Unit Owners on January 19, 1982.

IN WITNESS WHEREOF, ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, this 20th day of July, 1982.

ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC.

Witnesses:

By: G. Friedlander
Gunter Friedlander,
President

By: Gabriella F Greizman
Gabriella Creizman,
Vice President

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

I HEREBY CERTIFY that on this day, before me personally appeared Dr. Gunter Friedlander, as President, and Gabriella Creizman, as Vice President, of ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC., a corporation, not-for-profit, under the laws of the State of Florida, to me known, and known to me to be the persons who signed the foregoing Amendment to and Re-Recordation of the By-Laws of ARLEN HOUSE EAST CONDOMINIUM ASSOCIATION, INC. as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the use and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and seal, at North Miami Beach, Dade County, Florida, this 20th day of July, 1982.

Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 23 19 86
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

NOTARY PUBLIC STATE OF FLORIDA AT LARGE