

**SCHEDULE "7"**

**GARDEN VILLAS CONDOMINIUM II, A CONDOMINIUM**

**INITIAL RULES AND REGULATIONS**

RULES

**GARDEN VILLAS CONDOMINIUM II, A CONDOMINIUM****INITIAL RULES AND REGULATIONS**

Under the condominium documents, the Board of Directors of **GARDEN VILLAS CONDOMINIUM II, ASSOCIATION, INC.**, have the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Initial Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of resales or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. It is expected that the Rules and Regulations shall be in effect for at least twenty five (25) years with automatic renewals thereafter. Said Initial Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, elevators or other public areas. For security purposes, all doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the Condominium building shall be closed at all times and shall not be blocked open.

2. Exterior apartment doors must not be blocked or otherwise left open.

3. The personal property of all Unit Owners shall be stored within their Condominium Units or assigned storage areas.

4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

5. No Owner shall allow anything whatsoever to fall from the windows, balcony or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.



6. Refuse and bagged garbage shall be deposited only in the appropriate designated areas. In this regard, all refuse must be bagged in sealed garbage bags.

7. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

8. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

9. The parking facilities shall be used in accordance with the regulations therefor adopted from time to time.

10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any terrace or balcony may be determined by the Board of Directors of the Association, and a Unit Owner shall not place or use any item, where applicable, upon any terrace or balcony without the approval of the Board of Directors of the Association.

11. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

12. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.

13. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association.

14. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of



other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

15. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Association.

16. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association. All window coverings must be such color as the Association determines in its sole discretion.

17. The Association may retain a pass-key to all Units. In lieu of a pass-key, the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit. Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.

18. Complaints regarding the service of the Condominium shall be made in writing to the Association.

19. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.

20. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are ten (10) days or more late, they are subject to charges as provided in the Declaration of Condominium.

21. No bicycles, scooters, baby carriages, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, Common Elements or Limited Common Elements. None of the foregoing items shall be conducted in or from any Residential Condominium Unit.



22. The Residential Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Residential Condominium Unit.

23. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.

24. Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings in or out of the building.

25. Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.

26. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.

27. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.

28. Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.

29. Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium.

30. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

31. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

32. Pets may be kept in a Unit. No pet shall be allowed to commit a nuisance in any public portion of the condominium building or grounds. The term "pets" shall be limited to dogs, cats and birds. The total weight of all pets belonging to a Unit Owner shall not exceed twenty (20) pounds. Pets shall not be allowed on the balcony of a Unit unless the Unit Owner is present.

**XXII. Obligations and Restrictions of Members and Owners:**

In addition to the other obligations and duties heretofore set forth in this Declaration, every Unit Owner shall:

22.01 Promptly pay the Assessments levied by the Association.

22.02 Maintain in a clean and sanitary manner and repair his Unit and all interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

22.03 Not use or permit the use of his Unit except for residential purposes consistent with the laws of government authorities having jurisdiction over the property.

22.04 Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable notices or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

22.05 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

22.06 Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association.

22.07 Allow the Association to enter any Unit for the purpose of maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. The Association has the irrevocable right to access each Unit during reasonable hours.

22.08 Show no sign, advertisement or notice of any type on the Common Elements or his Unit, and erect no exterior antennas and aerials, except as provided in uniform regulations promulgated by the Association.

22.09 Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.



22.10 Make no repairs to any plumbing or electrical wiring within a Unit, except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

22.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the proportion or percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit "B" of this Declaration. The total of all said proportions or percentages equals the value of all of the land and improvements thereon.

22.12 Not replace and/or remove screens, jealousies or other enclosures on balconies, patios or terraces or on other parts of the building, even though such areas may be Limited Common Elements, except with prior written approval of the Board of Administration.

22.13 No balconies, patios or terraces shall be extended, enclosed or decorate in any way whatsoever by a Unit Owner without the prior written consent of the Board of Administration.

22.14 Not divide or subdivide a Unit for purpose of sale or lease. Notwithstanding the foregoing, a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit. Such a combination shall be for occupancy only and shall not be deemed an amendment to the Declaration. Further, any such combination shall not materially alter the configuration of a Unit.

22.15 Not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

22.16 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition.

22.17 Not make any use of a Unit that violates any laws or ordinances and regulations of any governmental body having jurisdiction thereof.

22.18 Pets may be kept in a Unit. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or grounds. The term "pets" shall be limited to dogs, cats and birds. The total weight of all pets belonging to a Unit Owner shall not exceed twenty (20) pounds. Pets shall not be allowed on the balcony of a Unit unless the Unit Owner is present.

**XXIII. Transfer of Association Control:**

23.01 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Administration of the Association.

- (1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (3) When all the Units that will be operated ultimately by the Association have been completed, some of these have been conveyed to purchaser; and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent in Condominiums with less than five hundred (500) Units and two (2%) percent in Condominiums with more than five hundred (500) Units of the Condominium Units operated by the Association; or,
- (5) Seven (7) years after the recordation of the Declaration of Condominium.

23.02 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:



30.02 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium building, unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

30.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

30.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

30.05 No Unit shall be occupied by more than the legal occupancy limit for that Unit.

30.06 A tenant of any Unit Owner or of the Developer shall have the same right to use the recreational facilities as the Owner of said Unit has. In no event shall any individual or family, other than the individual or family residing in the Unit and their guests be entitled to use said recreational facilities.

30.07 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees any and all persons claiming by, through or under any Unit Owners.

30.08 The heading and captions used herein are for reference purposes only, are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto.

The Eighty (80) Residential Units will be constructed as follows:

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

GARDEN VILLAS CONDOMINIUM II, ASSOCIATION, INC.

A NOT FOR PROFIT CORPORATION

The undersigned acting as incorporator of a corporation pursuant to chapter 617, Florida Statutes, adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation shall be GARDEN VILLAS CONDOMINIUM II, ASSOCIATION, INC., a Not For Profit Corporation.

ARTICLE II

The principal place of business and the mailing address of this corporation shall be: 9455 N.W. 109th Street, Medley, Florida 33178.

ARTICLE III

The purpose for which the corporation is formed, and the business and the objects to be carried on and promoted by it, are as follows:

1. The purpose for which the corporation is organized are to receive and maintain real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes either directly or by under Section 501 (C) (3) of the Internal Revenue Code and Regulations issued pursuant thereto as they now exist or as they may hereafter be amended.

2. The specific purpose for which the corporation is organized shall be:

To maintain, operate and manage the Condominium known as GARDEN VILLAS CONDOMINIUM II, A CONDOMINIUM, and to operate lease trade, sell and otherwise deal with the personal and real property thereof. This shall include all the real and personal property of each and every phase as they are phased in.

3. To erect and maintain a building or buildings for the above purpose and to engage in any operation incidental to and essential to carry out the purposes above mentioned.

Frank J. Segredo, Esquire  
Albornoz, Segredo & Weisz  
901 Ponce De Leon Blvd., Suite 601  
Coral Gables, Florida 33134  
FI Bar No. 358010  
(205) 411-1741  
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4. To make and collect assessments and other charges against members as Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

5. To acquire and receive by purchase, donation or otherwise, any property, real, personal or mixed, and to hold, use and dispose of the same.

6. To borrow money and to issue evidences of indebtedness in furtherance of any or all of the objects of its business; and to secure loans by mortgage, pledge, deed of trust, or other lien.

7. To purchase insurance upon the Condominium property and insurance for the protection of the Association, its Officers, Directors and Members as Unit Owners.

8. To engage in any kind of activity, and to enter into, perform and carry out contracts of any kind, necessary or in connection with, or incidental to the accomplishment of any one or more of the non-profit purposes of the corporation. This includes but shall not be limited to enforcing by legal means these Articles, By-Laws, and the Declaration of Condominium.

9. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any director or Officer of the corporation or any member of the corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no Director or Officer of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be carrying on each propaganda, or otherwise attempting to influence legislation and the corporation shall not participate in, or intervene in (including the publication or distribution of statement) any political campaign on behalf of any candidate for public office.

10. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the Declaration of Condominium.

11. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, safety, comfort and welfare of the Unit Owners.

12. The corporation shall have such powers as are conferred upon it by Chapter 617 of the Laws of the State of Florida, and to exercise those powers in the accomplishment of its objects and purposes.

The By-Laws may impose other conditions of membership from time to time.

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**ARTICLE IV**

The manner in which the Directors are elected or appointed is as stated in the By-Laws. The Officers are elected or appointed as follows: The Board shall elect the President the Vice President, the Secretary, the Treasurer and any other Officers that the Board determines appropriate. Officers shall be elected annually.

**ARTICLE V**

The name and street address of the initial Registered Agent shall be:

**FRANK J. SEGREDO, ESQUIRE  
901 PONCE DE LEON  
SUITE 601  
CORAL GABLES, FLORIDA 33134**

**ARTICLE VI**

The names and street addresses of the Incorporators of these Articles of Incorporation shall be:

**JUAN ALVAREZ  
9455 N.W. 109TH STREET  
MEDLEY, FLORIDA 33178**

**ARMANDO MARTIN  
9455 N.W. 109TH STREET  
MEDLEY, FLORIDA 33178**

**JUAN C. ALVAREZ  
9455 N.W. 109TH STREET  
MEDLEY, FLORIDA 33178**

**ARTICLE VII**

The affairs of the corporation shall be managed by a President, Vice President, Secretary and a Treasurer and such other Officers as may from time to time be created by the Board of Directors. The names of the Officers and the office they shall hold until the first election shall be:

|                       |                       |
|-----------------------|-----------------------|
| <b>JUAN ALVAREZ</b>   | <b>PRESIDENT</b>      |
| <b>ARMANDO MARTIN</b> | <b>VICE-PRESIDENT</b> |
| <b>ARMANDO MARTIN</b> | <b>SECRETARY</b>      |
| <b>JUAN ALVAREZ</b>   | <b>TREASURER</b>      |

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#### ARTICLE VIII

The members of the Board of Directors shall never be less than three (3) in number. Initially the Board of Directors shall consist of three (3) persons whose names and addresses are as follows and who shall serve as Directors until the first election:

**JUAN ALVAREZ**  
9455 N.W. 109TH STREET  
MEDLEY, FLORIDA 33178

**ARMANDO MARTIN**  
9455 N.W. 109TH STREET  
MEDLEY, FLORIDA 33178

**JUAN C. ALVAREZ**  
9455 N.W. 109TH STREET  
MEDLEY, FLORIDA 33178

#### ARTICLE IX

These Articles of Incorporation may be Amended by a majority vote of the Board of Directors at any special meeting called for that purpose, after first giving at least ten (10) days written notice of the meeting. Amendments to the Articles of Incorporation shall only be effective from the date of approval in writing by Chairman of the Board.

It is hereby expressly provided that in the determination of whether an individual qualifies and should be thus entitled to Laws promulgated by the Board of Directors in determining whether any certain individual qualifies in accordance with the criteria herein established. It is hereby expressly provided that said By-Laws shall not discriminate or be applied in any manner which may be contrary to the purposes described in these Articles of Incorporation or which would disqualify this corporation's qualification as an organization exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code.

#### ARTICLE X

The By-Laws of the corporation may be amended from time to time by a majority vote of the Board of Directors at a meeting called especially for that purpose and after giving at least ten (10) days notice of said meeting in writing.

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ARTICLE XI

The corporation shall hold an annual meeting for members within ninety (90) days of the end of its fiscal year as determined by the Board of Directors. At such meeting Directors shall be elected or appointed in accordance with the By-Laws.

The undersigned incorporators have executed these Articles of Incorporation this 12<sup>th</sup> day of March, 1998.

Juan Alvarez  
JUAN ALVAREZ, Incorporator

Armando Martin  
ARMANDO MARTIN, Incorporator

Juan C. Alvarez  
JUAN C. ALVAREZ, Incorporator

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

The undersigned hereby accepts the appointment of Registered Agent contained in the foregoing Articles of Incorporation.

Frank J. Segredo  
FRANK J. SEGREDO, ESQUIRE

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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TO: DIVISION OF CORPORATIONS

FAX #: (850)922-4001

FROM: EMPIRE CORPORATE KIT COMPANY  
CONTACT: RAY STORMONT  
PHONE: (305)541-3694

ACCT#: 072450003255

FAX #: (305)541-3770

NAME: GARDEN VILLAS CONDOMINIUM II, ASSOCIATION, I  
AUDIT NUMBER.....H98000004947  
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