

ARTICLE VIII
BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and Florida Statutes. The method for amending the By-Laws is set forth in the By-Laws.

ARTICLE IX
AMENDMENTS

- A. Prior to the recording of the Declaration amongst the Public Records of Miami-Dade County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles being amended shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.
- B. After the recording of the Declaration amongst the Public Records of Miami-Dade County, Florida, these Articles may be amended in the following manner:
 - 1. Notice of the subject matters of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and
 - 2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Member must be by a vote of an majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the By-Laws) is present.
- C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Miami-Dade County, Florida.
- D. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Officers as provided in Article hereof, or the provisions of this Article, without the prior written consent therefore by Developer.
- E. Except as otherwise provided in Florida Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, these Articles may be amended by a majority of the Board of Directors evidenced by a certificate of the association, provided that such Amendment shall not

increase the proportion of common expenses nor decrease the ownership of Common Areas borne by the Owners or change a Unit Owner's voting rights without the consent of the affected Owners. Said voting Amendment need only be executed and acknowledged by the Association and the consent of the Owners, the owner and acknowledged by the Association and the consent of the Owners, the owner and holder of any lien encumbering a Residential Townhome Unit in this Condominium, or any others, shall not be required.

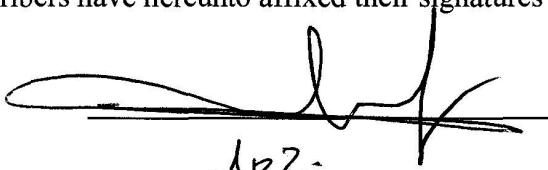
ARTICLE X
REGISTERED AGENT

The name and address of the Initial Registered Agent is:

Dade County Corporate Agents
20295 NE 29th Place, Suite 200
Aventura, FL 33180

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures the day and year set forth below.

Dated: 6/19/19



APZ

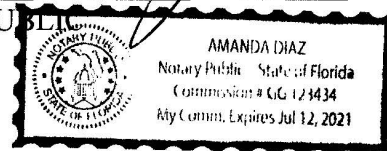


STATE OF FLORIDA)
) SS
COUNTY OF MIAMI DADE)

I HEREBY CERTIFY that on this 19TH day of JUNE, 2019, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared NEISON DELCISO, ANDRES DELCISO, and ALICIA AVE, who are personally known to me and who did/did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid, this 19TH day of JUNE, 2019.

NOTARY PUBLIC



This Instrument Prepared By:
Fromberg, Perlow & Kornik, P.A.
20295 NE 29th Place, Suite 200
Aventura, FL 33180

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT TO ACT IN THIS CAPACITY, AND AGREE TO COMPLY WITH THE PROVISION OF SAID ACT RELATIVE TO KEEPING OPEN SAID OFFICE.

_____, 2019.

Gary H. Kornick

I HEREBY CERTIFY that on this 19TH day of JUNE, 2019, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared GARY N. KORNICK, who is personally known to me and who did/did not take an oath.

in the County and State aforesaid, this 19th



NOTARY PUBLIC



EXHIBIT 6

BY LAWS OF PARADISE GARDENS NARANJA HOMEOWNER'S ASSOCIATION, INC.

Generally.

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

(b) No amendment to the articles of incorporation or bylaws is valid unless recorded with identification on the first page thereof of the book and page of the public records where the declaration of each condominium operated by the association is recorded.

1. Identity

A. These are the By-Laws of Paradise Gardens Naranja Homeowners Association, Inc. ("the Association"), a Florida corporation not for profit, the Articles of Incorporation ("the Articles"), which were filed in the office of the Secretary of the State of Florida on the _____ day of _____, 2019. The Association has been organized for the purposes of administering the operation and management of the Paradise Garden Naranja Homeowners Association, ("the Association Property") to be established in accordance with the Florida Condominium/Homeowners Act ("the Act") upon the land situate in Miami-Dade County, Florida, described on Exhibit A, attached hereto and made a part hereof.

B. The provision of these By-Laws are applicable to the association and are subject to the provision of the Articles, a copy of the Articles and a copy of these By-Laws will be annexed as an exhibit to the Declaration Of Conditions, Covenants Easements, And Restrictions For Paradise Gardens Naranja Homeowners Association, Inc. ("the Declaration") which will be recorded in the Public Records of Miami-Dade County, Florida. The terms and provisions of the Articles or Declaration shall control wherever the same may be in conflict herewith.

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

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

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

2. Membership

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

3. Amendment to Bylaws

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

A. Amendment to the Bylaws may be proposed by any one of the unit owners by instrument in writing signed by them.

B. Upon any amendment being proposed by a unit owner, such proposed amendment shall be transmitted to all unit owners, who shall thereupon call a special meeting of all the unit owners for a date not sooner than twenty days not later than sixty days from receipt by such proposed amendment. It shall be the duty of the unit owner proposing the amendment to give each unit owner written or printed notice of such meeting.

C. In order for such amendment to become effective, the same must be approved by an affirmative vote of all of the owners of units and a copy of such amendment to these Bylaws shall be transcribed and incorporated into the Amendment of the Declaration and recorded in the Public Records of Miami Dade County, Florida within 30 days from the date of which amendment has been affirmatively approved.

D. No amendment to the Bylaws is valid unless recorded with identification on the first page thereof of the book and page of the public records where the Declaration of each condominium operated by the association is recorded.

E. Notwithstanding the foregoing provision of this article no amendment to these Bylaws which shall abridge, amend or alter the rights of the Developer as provided in these Bylaws may be adopted or become effective without the written consent of the Developer.

4. Mandatory Nonbinding Arbitration of Disputes

Prior to the institution of Court litigation, a party to a dispute shall petition the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulations for non-binding arbitration in accordance with Florida Statutes and as amended from time to time.

5. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician maybe accepted by the association's board as evidence of compliance of the units to all applicable Fire and Life Safety Codes.

6. Transfer of Association Control

A. When unit owners other than the Developer own 100% of the Association Property, the unit owners shall be entitled to take control of the association.

B. At the time the unit owners take control of the association, the Developer shall relinquish control of the association and the unit owner shall accept control. Simultaneously, the Developer shall deliver to the association, at the Developers expense, all property of the unit owners and of the association which is held or controlled by the Developer, including but not limited to, the following terms, if applicable:

- a. The original or photocopy of the recorded declaration and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the Developer or an officer or agent of the Developer as being a complete copy of the actual recorded declaration.
- b. A certified copy of the articles of incorporation of the association.
- c. A copy of the Bylaws.
- d. The minute books, including all minutes, and other books and records of the association, if any.
- e. Any house rules and regulations, which have been promulgated.

C. Resignations of officers and members of the association who are required to resign because the developer is required to relinquish control of the association.

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

E. Association funds or control thereof.

F. All tangible personal property that is property of the association, which is represented by the developer to be part of the common elements or which is ostensibly part of the common elements and an inventory of that property.

G. A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site with a certificate in affidavit form of the developer or his agent or an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of his knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Association Property and for the construction and installation of the mechanical components serving the improvements. If the Association Property has been declared an association more than 3 years after the completion of construction or remodeling of the improvements, the requirements of this paragraph do not apply.

H. A list in the names and addresses of all contractors, subcontractors, and suppliers, of which developer has knowledge, utilized in the construction or remodeling of the improvements and in the landscaping of the association property.

I. Insurance policies.

a. Copies of any certificates of occupancy, which may have been issued for the condominium property.

J. Any other permits applicable to the Association Property which have been issued by governmental bodies and are in force or were issued within 1 year prior to the date the unit owners other than the developer take control of the association.

K. All written warranties of the contractor, subcontractors, suppliers, and manufactures, if any, that are still effective.

L. A roster of unit owners and their addresses and telephone numbers, if known, as shown on the developer's records.

M. Leases of the common elements and other leases to which the association is a party.

N. Employment contracts or service contracts in which the association is one of the contracting parties or service contracts in which the association or unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

O. All other contracts to which the association is a party.

7. Right to retain control

The Developer has the right to retain control of the Association after a majority of the units have been sold. Such rights of the Developer are pursuant to the Condominium/Homeowners Association Act.

8. Miscellaneous

A. The association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity to be heard, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

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

B. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of unit owners after reasonable notice not less than fourteen (14) days and said notice shall include:

- a. A statement of the date, time, and place of hearing;
- b. A statement of the provision of the declaration, association, bylaws, or association rules which have allegedly been violated; and
- c. A short and plain statement of the matters asserted by the association.
- d. The party against whom the fine may be levied shall have an opportunity to respond evidence and to provide written and oral argument on all issues involved and shall have an opportunity to review, challenge and respond to any material considered by the association at the hearing.