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DIVISION OF
ADMINISTRATIVE
HEARINGS

Final Order No. BPR-2007-05462

Date: 7-12-07

FILED

Department of Business and Professional Regulation

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS, AND MOBILE HOMES

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,
DIVISION OF FLORIDA LAND SALES,
CONDOMINIUMS, AND MOBILE HOMES,

Petitioner,

vs.

DOAH Case No. 06-4481
DOCKET No. 2005008729

EDEN ISLES CONDOMINIUM ASSOCIATION, INC.,

Respondent.

FINAL ORDER

The Director of the Division of Florida Land Sales, Condominiums, and Mobile Homes (Division) enters this Final Order in the above referenced matter.

PRELIMINARY STATEMENT

1. On February 8, 2006, the Division issued a Notice to Show Cause which alleged that the Respondent, Eden Isles Condominium Association, Inc. (Eden Isles) violated section 718.115(2), Florida Statutes. The Notice advised the Respondent of its right to request a hearing pursuant to chapter 120, Florida Statutes.

2. The procedural history of the proceedings before the Division of Administrative Hearings (DOAH) is set out by the Administrative Law Judge (ALJ) in the Preliminary Statement of the Recommended Order, which is incorporated in this Final Order.

3. On May 11, 2007, the ALJ entered a Recommended Order recommending that the Division enter a final order rescinding the Notice to Show Cause and exonerating Eden Isles of the charge of failing to assess for common expenses in the percentages set out in the declaration of condominium. References to the Recommended Order will be designated as RO and paragraph number.

4. The Division timely filed exceptions to the ALJ's legal conclusions over which it has statutory authority found in paragraphs 16, 17, 18, 23, 25, 26, 27, 28, 29, 30 and 31 of the Recommended Order.

5. Eden Isles did not file exceptions to the Recommended Order.

6. Eden Isles did not file a response to the Division's exceptions.

RULING ON EXCEPTIONS

7. Section 120.57(1)(k), Florida Statutes, requires the Division to rule on the exceptions.

8. The Division has reviewed the entire record in this matter. The Division rejects the ALJ's conclusions of law set out in paragraphs 16, 17, 18, 23, 25, 26, 27, 28, 29, 30 and 31. These paragraphs are conclusions of law concerning the Condominium Act, chapter 718, Florida Statutes, over which the Division has specific jurisdiction under section 718.501, Florida Statutes.

9. A brief overview of the essential facts is helpful to understanding the Division's ruling on the exceptions. Eden Isles is a multicondominium association with seven buildings that have 52 units in each building and three different unit floor plans that was created in the late 1960s.¹ RO 3; Transcript page 152-53. Each floor plan is of comparable size and location in each building. RO 4. However, the percentage share of ownership and assessment in the declaration is not the same for comparable units. RO 4, Composite exhibit 1:2.² An amendment filed under chapter 76-222, [Laws of Florida], set out the percentage shares of ownership of the common elements and assessments for common expenses for every unit in all seven condominiums.³ Ex. 2. In 2005, the board of directors decided to assess all owners in comparable units equally instead of by the express percentages set out in the declaration as amended. RO 6, 8. The Division directed the board to follow the express percentages for each unit set out in the declaration. RO 8. The board is now assessing unit owners in the percentage shares as set out in the declaration as amended. RO 9. The board did so because of the Division's directive and because it was brought to the board's attention that failing to do so could require filing new deeds, would affect taxes and homestead exemptions, and create other unforeseen consequences. [Transcript page 408 (hereinafter T #)].

¹ The association's financial statements for December 31, 2003, indicate that the association was organized to operate the condominiums in 1968. Ex. 4 at page 6, DOAH case no. 06-4482 (consolidated with this case for the hearing and later separated by the ALJ for purposes of issuing a Recommended Order, RO at pages 2-3).

² A copy of the amendment to the declaration that sets out the percentages of ownership interest in the common elements, which is the same as the percentage for assessment for each unit was entered as Composite exhibit 1, which had exhibit 2 attached, at the hearing. RO 4, 6, ex. 2, Transcript [T] at 54, 56. Continued reference will be to exhibit 2, which is attached to this Final Order.

³ Chapter 76-222, Laws of Florida, repealed and reenacted the Condominium Act with substantial changes. Ch. 76-222, §§ 1, 3, 6, Laws of Fla. (effective date Jan. 1, 1977). Section 718.115(2), Florida Statutes, which is noted as a reason for the amendment to the declaration, provided that common

10. Exception to Conclusion of Law 16. The ALJ concluded that the ultimate question of whether the association was complying with section 718.115(2), Florida Statutes, "depended entirely on the meaning of the amendment to the Declaration," a matter on which the board and the Division disagreed. RO 16. The ALJ questioned the Division's authority to "interpret" the amendment to the declaration. Ex. 2.

11. The Division disagreed with the ALJ's conclusion that it "interpreted" the amendment; "it merely followed the plain language of the Declaration in finding a violation of section 718.115(2), Florida Statutes." Pet'r Exceptions to Rec. Final Order, ¶ 5, at 2 (hereinafter "Exceptions"). The amendment does not require interpretation. As can be seen by the attached amendment, it would be difficult to find a document that more clearly identifies each unit's percentage share of the common expenses. Ex. 2. The amendment identifies every single unit in each of the seven buildings and states that specific unit's percentage share of the common expenses. RO 4, ex. 2. For example, unit 100 in building A has a 2.16% share of the common expenses. Unit 100 in building B has a 2.08% share in the common expenses. Unit 100 in building G has a 2.18% share in the common expenses. Each building was a separately created condominium with its own declaration. [T 56] There are seven declarations for Eden Isles. [T 60] Each declaration assigned each unit a percentage interest of the common expenses. [T 57] The amendment identifies each unit's percentage share of common expenses for all seven condominiums. [T 60]

12. The explanation for the amendment is recorded at OR 13326 pg 329 as being "made to conform with Florida Statutes, Sections 718.103(14), 718.115(2) and

expenses must be assessed against the units in the same percentage share as the ownership in the common elements set out in the declaration. Id.; ex. 2.

718.115(3)” under chapter 76-222 [Laws of Florida] Ex. 2, see note 3. The amendment makes this change to the common expenses: “(3) Common Expenses. Each condominium apartment unit shall bear ~~an equal share in the common expenses other than rent due for use of the community facilities~~ its share of the common expenses in the same percentage as its interest in the common elements. The underlined words are new and in effect, while the stricken words are those that were deleted. Ex. 2. See § 718.110(1)(b), Fla. Stat.

13. The Division rejects the ALJ’s Conclusion of Law 16 and finds that the Division has the authority to find the association violated section 718.115(2), Florida Statutes, based on a plain reading of the amendment to the declaration. The Division finds its substituted Conclusion of Law as or more reasonable than the Conclusion of Law 16 in the Recommended Order.

14. Exception to Conclusion of Law 17. The ALJ questions whether the Division has legal authority to question the board’s interpretation of the amendment to support its assessing all units equally instead of by the unit’s percentage share. The ALJ finds “this threshold matter concerning the Division’s authority to construe legal instruments[,]” the amendment, as dispositive of the outcome.

15. As the ALJ recognized in his legal conclusion in paragraph 14 and the Division adopts, section 718.115(2), Florida Statutes, requires the association to collect the “funds for the payment of common expenses of a condominium . . . against the units in that condominium in the proportions or percentages provided in that condominium’s declaration.” In Eden Isles’ case, the percentages for all seven condominiums and every unit are clearly set out in the amendment.

16. The Division disagreed that the threshold question required it to “construe” a legal instrument. Exceptions, ¶ 6. The Division asserted that the amendment is not ambiguous and was not made ambiguous because the board of directors decided on its own to depart from the percentage of ownership for each unit set out in the recorded declarations of condominium as shown on the amendment. Id.

17. A judge must first look to the plain language of a declaration to determine its meaning. Lambert v. Berkeley So. Condo. Ass’n, Inc., 680 So. 2d 588 (Fla. 4th DCA 1996) (declaration unambiguously declared hallway to be a unit not common elements). Only if a declaration is ambiguous on its face may a judge hear parol evidence and “construe” the meaning intended by the declaration. Id. Ambiguity depends on whether the declaration is “reasonably susceptible to more than one interpretation.” Id. “However, a true ambiguity does not exist merely because a document can possibly be interpreted in more than one manner.” Id. Where a declaration is clear, as in this case, a finding of ambiguity or indulging in interpretation and construction is clearly erroneous and reversible. Id. at 590-91.

18. The ALJ did not find the amendment ambiguous as a matter of fact or law. RO 4, 6-9, 15-31. The most the ALJ concluded was that the board took unilateral action to change its assessment for each unit from the percentage shares stated in the amendment to the shares stated for building G in the amendment because the board did not believe the percentages assigned to each unit were “fair.” RO 5, 7. Jonathon Marks (Marks), a lawyer and the president of the board, testified at the hearing that he had owned his unit since about 1997. [T 395-96] Based on unit owner complaints about the fairness of the percentage shares of ownership, Marks and the board found the

amendment confusing and voted to assess all units in the percentage shares assigned to the units in building G. [T 404-06] In 2005, the board changed the assessments for all owners from the shares designated in the amendment to the assessment share designated for building G. RO 7 [T 406] The ALJ found a "bona fide controversy over the meaning of the applicable instrument." RO 31.

19. The ALJ disregarded the plain language of the amendment, adopted the board's unilateral re-interpretation of it based on fairness considerations not the plain language of the amendment, and found that the Division must first go to court to have the amendment declared unambiguous. The Division rejects this legal analysis and conclusion as clearly erroneous.

20. The Division concludes that it has legal authority to question the board's erroneous interpretation of an unambiguous provision in the amendment to the declaration to charge a violation of section 718.115(2), Florida Statutes. The Division rejects the ALJ's Conclusion of Law 17 and finds its substituted conclusion of law as or more reasonable than the Conclusion of Law 17 in the Recommended Order.

21. Exception to Conclusions of Law 18, 23, 25 - 31. These paragraphs will be ruled on collectively as they comprise the ALJ's review of case law and ultimate legal conclusion. The ALJ concluded that the Division must first prove in a court of law that the amendment was clear and not ambiguous before it could bring an administrative action to enforce section 718.115(2), Florida Statutes. The Division disagrees and filed exceptions to each of these conclusions.

22. The ALJ finds Peck Plaza Condominium v. Division of Florida Land Sales and Condominiums, 371 So. 2d 152 (Fla. 1st DCA 1979) as controlling precedent on

whether the Division is authorized to bring an administrative enforcement action under section 718.115(2), Florida Statutes, where a board misinterprets the plain language in the declaration assigning percentage shares of the common expenses to the units. The ALJ also cites to Point Management, Inc. v. Department of Business Regulation, 449 So. 2d 306 (Fla. 4th DCA 1984) and Grippe v. Florida Department of Business and Professional Regulation, 729 So. 2d 459 (Fla. 4th DCA 1999) for support for his conclusion that the Division lacked authority to enforce the law in an administrative hearing. The ALJ based this conclusion on his view that a court has exclusive jurisdiction over the question.

23. The Division agrees that Peck, Point Management, and Grippe, hold that where the declaration provisions are ambiguous on their face, jurisdiction to resolve the ambiguity is with the courts. The ALJ misconstrued these cases to stand for the proposition that where the declaration is clear on its face and not ambiguous, jurisdiction is exclusively with the courts. Under the ALJ's construction of the case law, the Division would have to seek a declaratory judgment from a circuit court virtually every time it enforced the Condominium Act. Because every condominium created in Florida is created under the Condominium Act and cannot have any provisions that are inconsistent with the Act, this necessarily involves a reading of the governing documents when a complaint of a statutory violation is investigated. § 718.104, Fla. Stat. (§ 718.104(4)(m) prohibits inconsistent provisions).

24. The Division's broad authority to enforce the Condominium Act in administrative proceedings has been a matter of law for decades. Suntide Condo. Ass'n, Inc. v. Div. of Fla. Land Sales & Condo., 409 So. 2d 65 (Fla. 1st DCA 1982)

(affirming the Division's authority to enter a cease and desist order to the association to refrain it from equally assessing common expenses in violation of the proportional ownership criteria in § 718.115, Fla. Stat.); see also 10 Fla. Jur. 2d Condominiums § 160 & nn. 16-17 (1997) (explaining that Division does not have authority to interpret ambiguous declarations under Peck Plaza and Point Management, but it may issue an order to require an association to assess owners in the shares set out in a declaration under Suntide).

25. The legislature empowered the Division to review a developer's proposed condominium documents prior to offering units for sale to ensure the governing documents are consistent with the Condominium Act. Id. at 66; § 718.502-.504, Fla. Stat. After the condominium is created by recording the approved declaration in the public records, the Division has "ongoing regulatory authority as to the ownership, operation, and management of residential condominium units" under section 718.501, Florida Statutes. Id. 66-67; § 718.105, Fla. Stat. (recording). It may issue administrative orders to ensure that associations comply with the Condominium Act. § 718.501, Fla. Stat.

26. The Division has specific enforcement power to require an association to assess unit owners in the percentage interests set out in its declaration as required by section 718.115(2), Florida Statutes. Suntide, 409 So. 2d at 66; Suntide Condo. Ass'n, Inc. v. Division of Fla. Land Sales & Condo, Dep't of Bus. Reg., 463 So. 2d 314 (Fla. 1st DCA 1984) (finding that condominium must assess unit owners in proportion to their share of ownership of the common elements not equally as provided in the declaration).

27. Where the provisions of the declaration are plain and not ambiguous, the Division may issue administrative orders to require associations to comply with their statutory obligations. RIS Inv. Group v. Dep't of Bus. & Prof'l Reg., 695 So. 2d 357 (Fla. 4th DCA 1997). The Division rejects the ALJ's Conclusions of Law 18, 23, and 25 through 31, and finds its substituted Conclusions of Law as or more reasonable than the ALJ's Conclusions of Law 18, 23, and 25 through 31 in the Recommended Order.

FINDINGS OF FACT

28. The Division hereby adopts and incorporates by reference the Findings of Fact numbered 1 through 9 as set forth in the Recommended Order.

29. The Division finds that the penalty sought by the Division is within the guideline range set out in Florida Administrative Code Rule 61B-21.003(7)(b). [T 60, 101, 185-88, 197-236] Ex. 1 (Civil Penalty Work Sheet).

CONCLUSIONS OF LAW

30. The Division may reject or modify the ALJ's conclusions of law related to the Condominium Act, over which it has express jurisdiction, and issue a final order. §§ 120.569(2)(l), 120.57(1)(l), Fla. Stat.

31. The Division adopts and incorporates by reference the Conclusions of Law numbered 10 through 15, 19 through 22, and 24 set forth in the Recommended Order.

32. The Division is authorized to impose a category 2 penalty of \$ 5,000.00 for this major violation under Florida Administrative Code Rule 61B-21.003(7)(b) and section 718.501(1)(d)4, Florida Statutes.

ORDER

Based on the foregoing findings of fact and conclusions of law, it is hereby ordered that:

1. Respondent cease and desist from any further violations of chapter 718, Florida Statutes.

2. Respondent pay a penalty of Five Thousand Dollars and No Cents (\$5,000.00) by cashier's check or money order made payable to State of Florida, Department of Business and Professional Regulation within 30 days of the date of this Order, which Respondent shall mail by certified mail to Department of Business and Professional Regulation, 1940 North Monroe Street, Tallahassee, Florida 32399-1031.

DONE AND ORDERED in Tallahassee, Leon County, Florida, this 10th day of July, 2007.

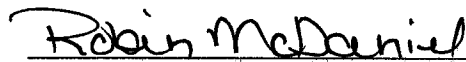

Michael T. Cochran, Director
Division of Florida Land Sales,
Condominiums, and Mobile Homes
Department of Business and
Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-1031

NOTICE OF RIGHT OF APPEAL

THIS FINAL ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY ANY PARTY ADVERSELY AFFECTED BY THIS FINAL ORDER PURSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULE 9.110, FLORIDA RULES OF APPELLATE PROCEDURE, BY FILING A NOTICE OF APPEAL CONFORMING TO THE REQUIREMENTS OF RULE 9.110(d), FLORIDA RULES OF APPELLATE PROCEDURE, BOTH WITH THE APPROPRIATE DISTRICT COURT OF APPEAL, ACCOMPANIED BY THE APPROPRIATE FILING FEE, AND WITH THE AGENCY CLERK, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AT 1940 NORTH MONROE STREET, TALLAHASSEE, FLORIDA 32399-1007 WITHIN THIRTY (30) DAYS OF THE RENDITION OF THIS ORDER.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Certified Mail to Leonard G. Renaud, P.A., 8105 N.W. 155 Street, Miami Lakes, Florida 33016, this 18th day of July, 2007.


Robin McDaniel, Division Clerk

Copies furnished to:

Division of Administrative Hearings
Janis Sue Richardson, Chief Attorney
David Tarbert, Senior Attorney
John Topa, Chief, Bureau of Compliance

13326 326

AMENDMENTS TO CONDOMINIUM DOCUMENTS:

APPENDICES E, F, G, and H;

SCHEDULES A and B of APPENDIX F;

and

SCHEDULE A of APPENDIX H.

NEW SCHEDULE F of APPENDIX H.

of

EDEN ISLES CONDOMINIUMS INC.

16975 N.E. 35th Av. North Miami Beach

Florida 33160

The following constitutes an Amendment to the Condominium Documents of Eden Isles Condominiums Inc., a corporation not for profit under the laws of the State of Florida pursuant to provisions for amendment in Section 718.110, Chapter 76 - 222 of the Florida Statutes, and provisions for amendment in Section 13 of the Declaration, and Articles 9 and 10 of the Articles of Incorporation, To - Wit:

- CODING . Words in ~~struck-through~~ type are deleted;
- . Words that are underscored are new or additional;
- . And where applicable noted as: "Substantially reworded; see section.....for present text."

FIRST AMENDMENT TO APPENDIX E

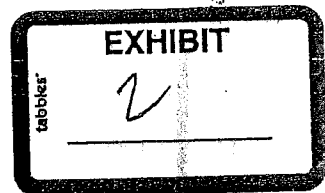
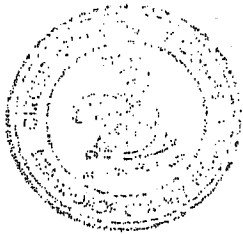
TO

DECLARATION OF CONDOMINIUM

EDEN ISLES CONDOMINIUM

PARTS

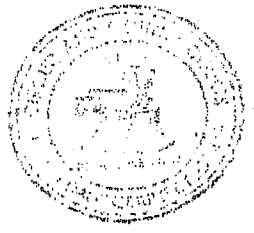
ONE, TWO, THREE, FOUR, FIVE, SIX AND SEVEN



This Amendment to Appendix E identifies each condominium apartment unit by number and specifies the appurtenant share (%) of:
 (1) common element;
 (2) common surplus, land;
 (3) common expenses, (other than
 (4) rent due for the use of the limited common elements).

Apt. Unit No.	Apt. Type	Percentage of Interest in the Common Elements							
		Part 1	Part 2	Part 3	Part 4	Part 5	Part 6	Part 7	
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	
100	:C	-	2.16%	2.08%	2.15%	2.16%	2.16%	2.17%	2.18%
101	:C	-	2.13	2.06	2.09	2.08	2.09	2.10	2.10
102	:B	-	1.62	1.71	1.69	1.68	1.69	1.67	1.68
103	:B	A*	1.62	1.71	1.69	1.68	1.69	1.67	1.68
104	:B	A*	1.62	1.71	1.69	1.68	1.69	1.67	1.68
105	:B	A*	1.62	1.71	1.69	1.68	1.69	1.67	1.68
106	:C	-	2.17	2.10	2.12	2.11	2.14	2.15	2.15
107	:C	-	2.13	2.06	2.09	2.08	2.09	2.10	2.10
108	:A	-	1.62	1.63	1.61	1.60	1.59	1.59	1.59
109	:A	-	1.62	1.63	1.61	1.60	1.59	1.59	1.59
110	:A	-	1.62	1.63	1.61	1.60	1.59	1.59	1.59
111	:A	-	2.12	2.09	2.09	2.08	2.09	2.10	2.10
112	:C	-	2.15	2.08	2.15	2.16	2.15	2.17	2.18
200	:C	-	2.20	2.12	2.19	2.20	2.20	2.21	2.22
201	:C	-	2.17	2.10	2.10	2.12	2.12	2.14	2.14
202	:B	A*	1.66	1.76	1.73	1.72	1.73	1.71	1.70
203	:B	A*	1.66	1.76	1.73	1.72	1.73	1.71	1.70
204	:B	A*	1.66	1.76	1.73	1.72	1.73	1.71	1.70
205	:B	A*	1.66	1.76	1.73	1.72	1.73	1.71	1.70
206	:C	-	2.21	2.14	2.17	2.18	2.18	2.19	2.20
207	:C	-	2.17	2.10	2.10	2.12	2.12	2.14	2.14
208	:A	-	1.66	1.67	1.65	1.64	1.63	1.63	1.62
209	:A	-	1.66	1.67	1.65	1.64	1.63	1.63	1.62
210	:A	-	1.66	1.67	1.65	1.64	1.63	1.63	1.62
211	:C	-	2.17	2.10	2.10	2.12	2.12	2.14	2.14
212	:C	-	2.20	2.12	2.19	2.20	2.20	2.21	2.22

(Note: A* indicates that type B in Part 1, is type A)



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Apt. Unit No.	Apt. Type	Percentage of Interest in the Common Elements						
		Part 1 (A)	Part 2 (B)	Part 3 (C)	Part 4 (D)	Part 5 (E)	Part 6 (F)	Part 7 (G)
300	C	2.247	2.177	2.237	2.247	2.247	2.257	2.267
301	C	2.21	2.14	2.15	2.16	2.16	2.17	2.18
302	B : A*	1.70	1.80	1.77	1.76	1.76	1.75	1.74
303	B : A*	1.70	1.80	1.77	1.76	1.76	1.75	1.74
304	B : A*	1.70	1.80	1.77	1.76	1.76	1.75	1.74
305	B : A*	1.70	1.80	1.77	1.76	1.76	1.75	1.74
306	C	2.25	2.18	2.21	2.22	2.22	2.23	2.24
307	C	2.21	2.14	2.15	2.16	2.16	2.17	2.18
308	A	1.70	1.71	1.69	1.68	1.67	1.67	1.66
309	A	1.70	1.71	1.69	1.68	1.67	1.67	1.66
310	A	1.70	1.71	1.69	1.68	1.67	1.67	1.66
311	C	2.21	2.14	2.15	2.16	2.16	2.17	2.18
312	C	2.24	2.17	2.23	2.24	2.24	2.25	2.26
400	C	2.28	2.21	2.27	2.28	2.28	2.29	2.29
401	C	2.25	2.18	2.19	2.20	2.20	2.21	2.22
402	B : A*	1.74	1.84	1.82	1.80	1.80	1.79	1.78
403	B : A*	1.74	1.84	1.82	1.80	1.80	1.79	1.78
404	B : A*	1.74	1.84	1.82	1.80	1.80	1.79	1.78
405	B : A*	1.74	1.84	1.82	1.80	1.80	1.79	1.78
406	C	2.29	2.23	2.24	2.26	2.26	2.27	2.27
407	C	2.25	2.18	2.19	2.20	2.20	2.21	2.22
408	A	1.74	1.76	1.73	1.72	1.71	1.70	1.70
409	A	1.74	1.76	1.73	1.72	1.71	1.70	1.70
410	A	1.74	1.76	1.73	1.72	1.71	1.70	1.70
411	C	2.25	2.18	2.19	2.20	2.20	2.21	2.22
412	C	2.28	2.21	2.27	2.28	2.29	2.30	2.29
Totals for all units each part		100%	100%	100%	100%	100%	100%	100%

(Note: A* indicates that type B in Part 1, is type A)



- (1) Percentage of interest in the common elements for each apartment unit is shown above.
- (2) Common Surplus. Each condominium apartment unit shall be entitled to an equal share in the common surplus in the same percentage as its interest in the common elements.
- (3) Common Expenses. Each condominium apartment unit shall bear an equal share in the common expenses other than rent due for use of the community facilities its share of the common expenses in the same percentage as its interest in the common elements.
- (4) (Substantially reworded) Rent due for the use of the Limited Common Elements shall be as set forth under "Rent for Limited Common Elements (Docks)," in Sixth Amendment to Appendix F, Section 5.e. (1), appended hereto.

(Explanation: The changes in the foregoing text were made to conform with Florida Statutes, Sections 718.103(14), 718.115(2) and 718.115(3).)

Sixth Amendment to Appendix F
Of The Declaration of Condominium

of
Eden Isles Condominium
(Substantially Reworded)

- Part One - Building A
- Part Two - Building B
- Part Three - Building C
- Part Four - Building D
- Part Five - Building E
- Part Six - Building F
- Part Seven - Building G

A Condominium
Dade County, Florida
Comprising:
Community Facilities, Common Elements, and Limited Common Elements

STATE OF FLORIDA, COUNTY OF DADE
I hereby certify that the foregoing is a true and
correct copy of the original filed 325
this 17th day of Feb 1965 in the office
of the Clerk of the County Court.
Clerk of the County Court
T. Belmont

