

BY-LAWS

FOR

SUNRISE LAKES PHASE 4 RECREATION ASSOCIATION, INC.

PURPOSE

The purpose of Sunrise Lakes Phase 4 Recreation Association, Inc., a Florida Corporation not for profit (hereinafter referred to as Sunrise-Reac or Corporation) is to promote and develop the common good and social welfare of its members. It is for such purpose that this Corporation was formed and it is in full recognition of the fact that the Corporation will have no active purpose unless the Corporation should acquire the recreation facilities leased under long-term leases entered into or to be entered into which leases are for recreation facilities within the Sunrise Lakes Phase 4 Condominium Complex, and which Long-Term Leases will be attached as Exhibit No. 4 to the Declarations of Condominium for the Condominiums created within the Sunrise Lakes Phase 4 Condominium Complex. It is understood that there is no obligation of any type or nature whatsoever upon the lessor under the aforesaid long-term leases to sell the recreation facilities leased thereunder to this Corporation; and therefore the control of the Corporation is restricted, and membership in this Corporation is accepted by each member in full recognition of the foregoing facts. In the event that this Corporation should acquire the recreation facilities under the aforesaid Long-Term leases, such facilities shall be known as "Sunrise Lakes Phase 4 Recreation Facilities" and such facilities are hereinafter referred to as such.

THIS IS NOT AN ARTICLE I Officers

Section 1. Executive Officers: The Executive Officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. An individual may hold more than one office at one time except as prohibited by law. The first President or his successor as appointed by the Board of Directors, shall hold office until November 1, 2040, at which time the President shall be elected annually by the Board of Directors (Board) all other officers shall be elected as the President is elected. They shall take office immediately after election. After the first officers all officers shall be members of the Board and members of the Corporation.

Section 2. The President: Subject to the direction of the Board, the President shall be the chief executive officer of the Corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex officio a member of all committees.

Section 3. The Vice President: The Vice President shall have such power and perform such duties as may be assigned to him by the Board or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4: The Secretary: The Secretary shall keep the minutes of all proceedings of the Board and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5: The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the Corporation and shall perform all duties incident to the office of Treasurer, subject to the control of the Board and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require. Payment therefor shall be made by the Corporation.

Section 6: Subordinate Officers: The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

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TO OFFERING CIRCULAR

EXHIBIT D TO DECLARATION
OF RESTRICTIVE COVENANTS

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Section 7: Removal: The officers of the Corporation shall serve at the pleasure of the Board and shall be deemed valid officers until the expiration of their terms or replaced by the Board. Vacancies shall be filled by a majority of the Board as such vacancies arise.

ARTICLE II
Board of Directors

Section 1. Number of Members: The business and affairs of the Corporation shall be managed by a Board of Directors which shall consist of not less than three nor more than 21 members. The first Board and persons filling vacancies thereon need not be members of the Corporation. Thereafter, the Board shall be comprised of members of the Corporation. At the inception of the Corporation, the Board shall consist of the three members named in the Articles of Incorporation, and thereafter the number of directors shall be fixed by the Board.

Section 2. Executive Committee: The Board may elect from their number an Executive Committee consisting of not less than three members of the Board, which committee shall have all the powers of the Board between meetings, regular or special. The President of the Corporation shall be a member of and shall be chairman of the Executive Committee.

Section 3. Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 4. Special Meetings: Special Meetings of the Board may be called by the President or by three members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5. Quorum: The Board shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Board for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by law.

Section 6. Order of Business: The Board may from time to time determine the order of business at its meeting.

Section 7. Chairman: At all meetings of the Board the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Board present, shall preside.

Section 8. Terms of the Board: The first Board named in the Charter of the Corporation shall serve until November 1, 2040 or until such earlier time as the Board of Directors shall unanimously agree upon. Thereafter, and not before, they shall be elected by the members of the Corporation. Until after said date, the Directors may not be removed by the members for any reason whatsoever.

Section 9. Annual Report: After the Board is elected by the members, the Board shall, after the close of each fiscal year, submit to the members of the Corporation a report as to the condition of the Corporation and its property and shall submit also an account of the financial transactions of the past year.

Section 10. Vacancies in Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select anyone to serve the unexpired term of the vacancy. During the term of the first Board the individuals filling said vacancies need not be members of the Corporation.

ARTICLE III
Meetings of Members

Section 1. Annual Meetings: Commencing November 1, 2040 or sooner should the Directors determine there shall be an annual meeting of the members of the Corporation at such place as may be designated. Thereafter the annual meeting shall be held in January of each year for the transaction of such business as may come before the meeting. No notice shall be required for such meeting. Prior to

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November 1, 2040 or such earlier date as may be determined by the Board of Directors, these annual meetings of the members are deemed waived. Due to the potentially large numbers of members in the Corporation, annual meetings may, at the discretion of the Board, be held in increments which when combined shall be deemed a full meeting of the members.

Section 2. Special Meetings: Special meetings of the members shall be held whenever called by the Board. Notice of each special meeting, stating the time, place, and in general terms the purposes or purpose thereof, shall be deemed given by posting in conspicuous locations at the Sunrise Lakes Phase 4 Condominium Complex in Sunrise, Florida, at least ten (10) days prior to the meeting.

Section 3. Proxy: Subject to the qualifications hereafter specified, every member may cast one vote either in person or by proxy, for each dwelling unit for which the individual or corporation is a member or, in the case of outside members, for each membership certificate, solely or jointly. There shall be one vote for each dwelling unit and a member may be entitled correspondingly to more than one membership or vote.

Section 4. Quorum: At any meeting of the members, a quorum shall consist of members representing thirty-four percent of the total voting membership, present either in person or by proxy, and a majority in amount of such quorum shall be sufficient to decide any question that may come before the meeting.

ARTICLE IV Memberships

Section 1. Qualification: Persons owning or leasing real property in Sunrise Lakes Phase 4 Condominium Complex and applying for membership in the Corporation, and any other parties approved for membership by the Board, shall be eligible to become a member. Provided, however, that subject to and as more fully set forth in the provisions of the Declarations of Condominium which created the Condominium Units affected by this instrument, in the event that other than a natural person owns the Unit, said entity is required to designate the person or persons who will be the permanent occupant(s) of each such Unit. All provisions of these By-Laws, the Articles of Incorporation of Sunrise-Rec and the Declaration of Restrictive Covenants for Sunrise Lakes Phase 4 shall apply to such Occupant(s) as though he (they) owned such Unit, and the entity owning such Unit shall be bound thereby. Where two or more persons are the joint owners or lessees of real property in Sunrise Lakes Phase 4 Condominium Complex, both shall become members.

Provided, however, that the vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer, filed with the Secretary of the Corporation, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such members shall not be considered in determining a quorum or for any other purpose.

Only members shall be entitled to vote.

Whenever a member shall cease to own real property in Sunrise Lakes Phase 4 Condominium Complex or shall cease to own stock in a corporation that owns real property in Sunrise Lakes Phase 4 Condominium Complex, or upon such other occurrences determined by the Board concerning the privilege of membership, such member shall automatically be dropped from the membership roll of the Corporation. Each member shall notify the Corporation of a transfer of ownership as previously specified.

Section 2. Members: A member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of the Corporation, or any right, interest, or privilege which may be transferable or inheritable (except as an appurtenance to his unit) or which shall continue after his membership ceases, or while he is not in good standing.

Section 3. Manner of Admission: Every person other than residents of Sunrise Lakes Phase 4 Condominium Complex desiring to become a member of Sunrise-Rec shall, except those initially accepted as hereinafter specified and successors thereof, if requested, make written application therefor to the Secretary, giving complete information regarding the applicant's qualifications, residence, address, business address, nature of business, club affiliations, bank references, business references, and such other information as the Board shall from time to time require.

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The Secretary shall transmit the application and required information to the Admissions Committee, which shall make investigation as may be desirable.

Any such application may, within thirty (30) days from the date of the application, be rejected by the Admissions Committee or by the Board without cause, and no reason for rejection shall be given the applicant. The Secretary shall notify the applicant of the rejection of the application. No notification for a thirty-day period shall be deemed approval of said application.

Acceptance of application for memberships shall become final when the applicant is given approval by the Board and the conformation procedures are completed as hereinafter specified.

It shall be an irrevocable requirement of admission of any individual, firm or corporation to membership in Sunrise-Rec that every member, except the initial subscribers, confirms, by written document (recorded in the public records of Broward County, Florida, at the member's expense), the fact that such member has joined the Corporation; the said member will fully and faithfully abide with the rules and regulations of Sunrise-Rec and governing the Sunrise Lakes Phase 4 Recreation Facilities property; and that such member will promptly pay all assessments of Sunrise-Rec made in furtherance of its corporation purposes and submitting the member's property to a lien for the collection of the same (if applicable). Said membership confirmation shall be strictly in accordance with a form promulgated from time to time by the Board.

It is contemplated that from the time of execution of these by-laws each purchaser of a condominium unit in Sunrise Lakes Phase 4 Condominium Complex who in his initial purchase agreement agrees to become an individual lessee under a long-term lease for the property described as the "Demised Premises" therein with Leisure Colony Management Corp., its successors and assigns, as lessor, shall become a member of Sunrise-Rec at the time of closing of the sale of said condominium unit. Acceptance of such purchaser to membership in his condominium association shall be deemed acceptance of his application to join Sunrise-Rec. In addition all residents of Sunrise Lakes Phase 4 Condominium Complex shall automatically be accepted into the membership upon the proper execution of the Joinder Agreement. Because of the long range nature of these by-laws, the Board is authorized to amend these by-laws without a vote of the membership in the event that the plan of development of Sunrise Lakes Phase 4 Condominium Complex changes, it being the intent of the Corporation to provide recreational facilities for its members after the expiration of the aforescribed long-term leases and to provide a reasonable number of responsible parties to pay for the provision of said facilities.

Section 4. Membership Certificates: Memberships Not Transferable: The issuance of membership certificates or identification cards, if any, shall be governed by the Board. No membership or certificate of membership may be sold, assigned, or transferred, voluntarily or by will or by operation of law except as hereinafter specified.

For all members who own residential units in Sunrise Lakes Phase 4 Condominium Complex, although such membership is personal, it shall also attach to said unit and any appurtenance thereto, and shall be deemed to transfer automatically to any transferee of said unit who shall be bound by such membership; provided, however, that no person holding any lien, mortgage, or other encumbrance on said unit shall be entitled, by virtue thereof, to membership in the Corporation or to any of the rights or privileges of such membership. Such transfer of membership shall be confirmed by the acceptance of a deed from said member.

Section 5. Termination of Membership: Whenever any member shall cease to have all of the qualifications necessary for admission to membership in Sunrise-Rec, as determined by the charter, By-Laws, or the Board, then such membership shall terminate.

Section 6. Waiver: No member may avoid his obligations as such by waiver of the use and enjoyment of Sunrise Lakes Phase 4 Recreation Facilities or by an attempted termination of membership, it being understood that the Corporation shall act in reliance of the performance of the obligations of the membership.

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Section 7. Lease: No act of the Corporation or any member acting separately or in concert shall be deemed to be a breach by lessor of any long-term lease leasing the Sunrise Lakes Phase 4 Recreation Facilities property ("Demised Premises") to any individual lessee or lessee association or any other person or entity whatsoever, or of the master management agreement signed by each member (if applicable).

Section 8. Admissions Committee: The President shall appoint an Admissions Committee, consisting of not less than three and not more than seven members of the Sunrise-Rec who may, but not need be, members of the Board. Names of the members of the Admissions Committee shall be confidential. The Admissions Committee shall perform such functions relating to admitting members of Sunrise-Rec as are delegated by the Board.

Section 9. Annual Dues: Every member shall be required to pay annual dues, the amount of which shall be determined by the Board and may be changed from year to year by the Board; provided, however, that the annual dues are collectively not in excess of such amount to defray the actual expenses of operating Sunrise-Rec and its property and to provide for the replacement, maintenance, enlargement, improvement and repair thereof. It is the intent of these By-Laws that no such annual dues be levied, unless Sunrise-Rec acquires title to Sunrise Lakes Phase 4 Recreation Facilities.

ARTICLE V
Loss of Property

Section 1. The Board shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI
Maintenance Charges

Section 1. The Board of Sunrise-Rec shall have the right and power to subject the property of its members to an annual maintenance charge as follows:

Commencing upon acquisition, should Sunrise-Rec acquire Sunrise Lakes Phase 4 Recreation Facilities, and on the first day of each month thereafter, each member in Sunrise-Rec shall pay the Sunrise-Rec, in advance, the maintenance charges attributable to his membership, and such payments shall be used by Sunrise-Rec to create and continue a Maintenance Fund for the purposes of paying the expenses of Sunrise Lakes Phase 4 Recreation Facilities to be used as hereinafter stated. The charge will be delinquent when not paid with ten (10) days after it becomes due, and all delinquencies shall bear interest from the date thereof at the maximum rate allowable by law. In the event that a member joins other than the first day of any month, then such owner shall pay a pro rata share for the monthly maintenance charge.

In the event that such member does not pay such assessments when due, the Corporation may assess and the member shall pay a late charge as determined from time to time by the Board.

In addition to the foregoing, in the event of a member's default, the Board may accelerate and the member shall pay the full sum due and owing for the next ensuing twelve-month period; and the member shall pay all costs of enforcing all obligations of members to be performed, including court costs and reasonable attorneys' fees.

Each member shall, upon joining Sunrise-Rec on the Joinder Agreement confirm a lien on the owner's property for the purpose of securing sums of money due hereunder and each member recognizes that such lien is essential for the orderly and efficient operation of the Corporation.

The lien against the property of the member in favor of Sunrise-Rec may be foreclosed in the manner which statutory liens on real and/or personal property may be foreclosed.

The annual charge may be adjusted from year to year by the Board as the needs of the Corporation in its judgement may require. Maintenance charges shall be assessed equally against all members, notwithstanding the fact that the members may own or lease different types of units or property except in those cases where a special assessment is levied against certain members because of their actions or special use of the premises. It is the intent of these by-laws that no such annual or monthly assessment be made hereunder until immediately prior to the Corporation acquiring title to Sunrise Lakes Phase 4 Recreation Facilities, as provided herein.

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Section 2. The Board shall, on behalf of the Corporation, have the following powers to operate the Sunrise Lakes Phase 4 Recreation Facilities property after its acquisition by the Corporation:

(a) To cause to be hired, paid and supervised all persons necessary to be employed in order to properly maintain and operate Sunrise Lakes Phase 4 Recreation Facilities. Those so hired shall be the employees of the Corporation. The Board, in its absolute discretion, shall have the power to discharge any person so hired.

(b) To maintain and repair the Sunrise Lakes Phase 4 Recreation Facilities property. For any one item of repair, replacement or refurbishing, the expense incurred as to Sunrise Lakes Phase 4 Recreation Facilities as a whole shall not exceed the sum of Eighty Thousand Dollars (\$80,000.00) unless specifically authorized by the membership of the Corporation. However, in the case of an emergency the Board is authorized to expend any sum necessary to protect and preserve the property.

(c) To take such action as may be necessary to comply or cause all persons using the Sunrise Lakes Phase 4 Recreation Facilities property to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities, and the rules and regulations of the National Board of Fire Underwriters, or its successor.

(d) To take all such action as may be necessary to comply or cause all persons using the Sunrise Lakes Phase 4 Recreation Facilities property to comply with all Rules and Regulations governing the Sunrise Lakes Phase 4 Recreation Facilities property (and the provisions of these By-Laws).

(e) To enter into contracts for vermin extermination and other services; to purchase or lease all tools, equipment, and supplies which shall be necessary to properly maintain and operate Sunrise Lakes Phase 4 Recreation Facilities. All such contracts and purchases may be made in the Corporation's name.

(f) To cause to be placed or kept in force all insurance to fully insure the Sunrise Lakes Phase 4 Recreation Facilities property (including casualty and liability; to act as Agent for the Corporation, each member, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive, on behalf of the insured parties, all insurance proceeds.

(g) To maintain Sunrise-Rec's financial record books, accounts and other records; to issue certificates of account to members and their mortgagees and lienors without liability for errors, unless as a result of gross negligence. Such records shall be kept at the office of the Corporation and shall be available for inspection by the members at such reasonable time as the Corporation shall agree. As standard procedure, the Corporation shall perform a continuous internal audit of the Corporation's financial records for the purpose of verifying the same, but no independent or external audit shall be required or permitted except as herein provided.

(h) To maintain sufficient records to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it and the disbursement thereof. Such records shall be kept at the office of the Corporation and shall be available for inspection in accordance with the provisions of the foregoing.

(i) In the event that the Board, in accordance with its best estimate or past experience determines that, in accordance with the terms hereof, the assessments for expenses to be collected from the members will vary from those previously collected, the Board will notify the members thereof and the same shall be thereupon paid, as specified in said notice, until further notice or another change in assessments is given as herein provided.

(j) To deposit all funds collected from all sources in a special bank account or accounts of the Corporation in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source. Provided, however, that all sums collected by the Corporation from assessments may be coningled in a single fund or divided into more than one fund, as determined by

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the Board. All assessment payments by a member shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, and general or special assessments, in such manner and amounts as the Board determines, in its sole discretion.

(k) TO SUPERVISE, OPERATE, CONTROL AND MANAGE THE SUNRISE LAKES PHASE 4 RECREATION FACILITIES PROPERTY; PROMULGATE, ADOPT AND AMEND RULES AND REGULATIONS AS IT DEEMS ADVISABLE, IN ITS SOLE DISCRETION, FOR THE USE AND OCCUPANCY OF THE SUNRISE LAKES PHASE 4 RECREATION FACILITIES PROPERTY, SUBJECT TO THE TERMS OF ANY THEN EXISTING LEASE IN FORCE PERTAINING TO USE OF THE SUNRISE LAKES PHASE 4 RECREATION FACILITIES PROPERTY.

(l) To undertake investigations of prospective members in accordance with the provisions of these by-laws. The Corporation may charge a reasonable administrative fee for the investigation in addition to its remuneration hereunder as determined from time to time by the Board.

(m) In the event of a violation (other than non-payment of an assessment) by a member of any of the provisions of the charter, by-laws or rules and regulations adopted pursuant thereto, the Board shall have all the rights and powers of the Corporation to remedy such violation. If the Board deems it advisable not to act in any particular situation, the Board shall not be liable or responsible to any member for the failure to so act. Under no circumstances shall said failure to act in any situation be deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

(n) To retain and employ such professionals and other experts whose services may be reasonably required to effectuate the duties and powers herein on any basis as it deems most beneficial.

(o) THE BOARD SHALL HAVE THE POWER TO FIX, DETERMINE AND COLLECT, FROM TIME TO TIME, THE SUMS NECESSARY AND ADEQUATE TO PROVIDE FOR THE OPERATION OF THE SUNRISE LAKES PHASE 4 RECREATION FACILITIES PROPERTY.

(p) To make and collect special assessments for such purposes and against such parties as the Board determines. Should an increase in the assessments or a special assessment be required during the year, the same shall be determined and collected by the Board from the member or members, as the case may be. The assessments as to each member shall be made payable to the Corporation or such other firm or entity as the Board shall direct. The Board shall have the right to change the fiscal year of the Corporation.

(q) If any part of the Sunrise Lakes Phase 4 Recreation Facilities property is damaged by casualty and it is determined that such property be reconstructed, the Board shall have the Corporation's responsibility of reconstruction. The cost of any said repair shall be a cost of operating the Corporation.

(r) The parties acknowledge that should the Corporation acquire the Sunrise Lakes Phase 4 Recreation Facilities the Corporation, as lessor under the long-term lease of Sunrise Lakes Phase 4 Recreation Facilities, may provide space in the Demised Premises for such parties for such time and upon such terms and conditions as the Board determines.

The Board shall also have such general powers to do any other thing necessary or desirable, in the opinion of the Board, to keep the Sunrise Lakes Phase 4 Recreation Facilities property neat and in good order, and to operate the same in such a manner which, in the opinion of the Board, may be of general benefit to the members.

Section 3. Sunrise-Rec shall have a lien on the units or dwelling of all members to secure the payment of charges due to become due, and the members, their heirs, successors and assigns shall be personally liable for all such charges. Upon demand, Sunrise-Rec shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid maintenance charges against any member's unit.

The Board may, in its discretion, subordinate in writing, for limited periods of time, the liens of Sunrise-Rec against any unit for the benefit or better security of a mortgagee.

ARTICLE VII
Notice

Section 1. Notice: Whenever, according to these By-Laws, a notice other than a posted notice, shall be required to be given to any member or Director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Broward County, Florida, postpaid, addressed to such member or Director at his address as the same appears on the books of the Corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice. However, general notice of meetings, etc., may be accomplished by posting the same conspicuously on the Sunrise Lakes Phase 4 Recreation Facilities property.

Section 2. Waiver of Notice: Any notice required to be given by these by-laws may be waived by the person entitled thereto.

ARTICLE VIII
Corporate Seal

Section 1. Corporate Seal: The Corporate seal shall remain in the custody of the Secretary and shall be by him affixed to all instruments in writing required the corporate seal for complete execution. An impression thereof is directed to be affixed to these By-Laws.

ARTICLE IX
Fiscal Year

Section 1. The fiscal year of the Corporation shall begin on the first day of January, and terminate on the 31st day of December of each year.

ARTICLE X
Indemnification

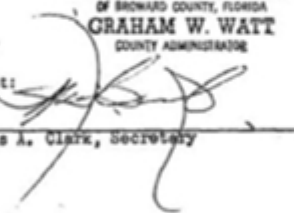
No contract of transaction between this Corporation and any other corporation shall be in any way affected by the fact that the one or more of the directors of this Corporation are directors, employees or officers of the other corporation, provided that there is no fraud involved and the facts are disclosed to the Board of the Corporation.

No director shall be liable to the Corporation for any profit realized by him or loss suffered by the corporation as a result of any transaction between himself and the Corporation, or with a corporation on whose board he sits or whose stock he owns or is employed thereby where the transaction has been disclosed to the Board.

Directors interested in the transactions described above may be present and vote at the meeting at which time approval or ratification is to be discussed and voted upon, and their presence may be counted for the determination of a quorum. Each director shall be indemnified by the Corporation against all costs and expenses (including but not limited to attorneys' fees, amounts of judgments paid, and amounts paid in settlements) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other, in which he or they may be involved by virtue of such person's being or having been such director, officer, or employee; provided, however, that such indemnity to all Directors after the first Directors shall not be operative with respect to any matter as to which such person shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties as such director, officer, or employee. The foregoing indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of shareholders, or otherwise. The Corporation shall purchase directors' liability policies covering the acts of the directors if reasonably available.

At 9:36 AM 5-20

RECORDED IN THE OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

Attest: 
Luis A. Clark, Secretary

SUNRISE LAKES PHASE 4
RECREATION ASSOCIATION, INC.
By: 
Carl Palmisciano, President
(Corporate Seal) 