

DECLARATION OF CONDOMINIUM

OF

THE GARDENS AT KENDALE LAKES CONDOMINIUM

GARDENS AT KENDALE LAKES INC., a Florida Corporation, (hereinafter called the "Developer"), does hereby declare as follows:

ARTICLE 1: SUBMISSION

1.1 The Land. The Developer owns the fee title to certain land located in Dade County, Florida, as is more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits Phase I of the Land and all Improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and use in the manner provided herein and in the Florida Condominium Act as it exists on the date hereof.

1.3 Name. The name by which this condominium is to be identified is THE GARDENS AT KENDALE LAKES CONDOMINIUM (hereinafter called the "Condominium").

ARTICLE 2: DEFINITIONS

As used in the Declaration of Condominium and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

2.1 Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners.

2.2 "Association" or "Condominium Association" means THE GARDENS AT KENDALE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium Property and this Condominium.

2.3 By-Laws mean the By-Laws of the Association as they exist from time to time.

2.4 Common Elements means the portion of the Condominium Property not included in the Units, including but not limited to: (a) easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing or utility service to Units and Common Elements, (b) easements of support in every portion of a Unit which contributes to the support of the improvements, and (c) any other parts of the land or improvements designated as Common Elements in this Declaration. Each Condominium Unit shall have as an appurtenance thereto, an undivided interest in the Common Elements as herein set forth.

2.5 Common Expenses means all expenses and assessments properly incurred by the Association for the benefit of the Condominium.

2.6 Common Surplus means the excess of all receipts of the Association from this Condominium including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over and above the amount of Common Expenses of this Condominium.

RECORD AND RETURN TO:

This instrument was prepared by:
JACK FINKELMAN, ESQUIRE
SMITH & MANDLER, P.A.

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Miami Beach, Florida 33139 P. ATTORNEYS AT LAW, 1111 LINCOLN ROAD MALL, MIAMI BEACH, FLORIDA 33139

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2.7 Condominium means that form of ownership of Condominium Property under which units of improvements are subject to ownership by one or more Owners, and to each of which units there is appurtenant, as a part thereof, an undivided share in the Common Elements.

2.8 Condominium Act means and refers to the Condominium Act of the State of Florida (Chapter 718 of Florida Statutes) as it exists on the date hereof.

2.9 Condominium Documents means those documents specified in ARTICLE 3 hereof, as the same may be amended from time to time, and all Exhibits thereto.

2.10 Condominium Property means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights thereto, intended for use in connection with the Condominium.

2.11 Declaration, or Declaration of Condominium or Enabling Declaration, means this instrument as it may be from time to time amended.

2.12 Developer means GARDENS AT KENDALE LAKES INC., a Florida corporation, and its successors, nominees and assigns including, but not limited to, its successors through mortgage foreclosure and its grantees of deeds given in lieu of foreclosure.

2.13 Institutional First Mortgage is defined to mean a first mortgage originally executed and delivered to a Bank, Savings and Loan Association, Insurance Company, Pension Fund, or Real Estate Investment Trust, an agency of the United States Government, Mortgage Company, Savings Bank, or other similar entity creating a first mortgage lien on a Unit and on any interest appurtenant to such Unit. For purposes of this Declaration of Condominium, the Developer shall be considered an Institutional First Mortgagee, and any mortgage held by the Developer, which is a lien against any of the Units in the Condominium shall be considered an Institutional First Mortgage.

2.14 Institutional First Mortgagee is defined to mean any entity as described in subparagraph 2.13 above, holding a first mortgage lien on a Unit and on any interest appurtenant to such Unit.

2.15 Limited Common Elements means and includes those common elements which are reserved for the use of the Owner or Owners of certain Units to the exclusion of all Owners of other Units.

2.16 Occupant means the person or persons other than the Unit Owner, in lawful possession of a Unit.

2.17 Special Assessment means the cost and expenses, other than Common Expenses for which the Unit Owners are liable to the Association.

2.18 Unit, or Condominium Unit, or Apartment Unit, or Residential Unit is a Unit other than a Cabana Unit as defined in the Condominium Act, and refers to a part of the Condominium Property which is subject to exclusive ownership together with the undivided share in the Common Elements which is appurtenant thereto.

2.19 Unit Owner, or Owner, or Apartment Unit Owner, or Residential Unit Owner means the owner of a Condominium Unit.

2.20 Utility Services, with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to telephone, gas, electric power, water and sewerage and garbage disposal.

2.21 Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meanings attributed to said terms by Florida Statute 718.103 of the Condominium Act.

ARTICLE 3: CONDOMINIUM DOCUMENTS:

The documents by which the Condominium regime will be established are as follows:

3.1 This Declaration of Condominium hereinafter called "Declaration", which sets forth the nature of the property rights in the Condominium Property and the covenants running with the land which govern those rights. All of the other Condominium Documents shall be subject to the provisions of this Declaration, and each Unit Owner and occupant shall be subject to all of the terms, conditions and provisions thereof.

3.2 A Plot Plan, Survey and Graphic Description of the improvements on the property submitted pursuant to the provisions of Chapter 718 Florida Statutes, duly certified as required under said Act.

3.3 Articles of Incorporation of the Association.

3.4 By-Laws of the Association.

3.5 Rules and Regulations of the Condominium.

3.6 Legal Description of the Land.

3.7 Schedule of Percentage (or Fraction) of Ownership in the Common Elements, Common Expense and Common Surplus.

Specific page references for all of these documents may be found in the Table of Contents.

ARTICLE 4: DEVELOPER'S RIGHTS AND PRIVILEGES:

4.1 Sale of Units. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, mortgage and/or rent Units, or to cause same to be sold, mortgaged and/or rented to any persons approved by it. The Developer shall have the right to transact on the Condominium Property any business necessary for the offering of Units for sale or rental. An easement for carrying on such activities is set forth in Article 6.5(f). Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

4.2 Unsold or Re-Acquired Units. In the event there are unsold Units, or the Developer re-acquires any Units or the Developer retains the right to be the Owner thereof and to sell, mortgage and/or rent said Units Developer may do so without the necessity of the approval of the Association and without the payment of any transfer, leasing or other type or form of fee or charge.

4.3 Board of Directors. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units 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 Directors. Unit Owners other than the

Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; or (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; or (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) 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 (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.

4.4 Limitation on Common Expenses. The Developer shall be excused from the payment of its share of the Common Expenses which might otherwise be assessed against the units which the Developer owns during the period of time beginning with the date of recording of this Declaration of Condominium and ending with the date of the closing of the last unit on the last phase of this condominium. The Developer guarantees to each of its purchasers of condominium units that during such period of time, the assessment for Common Expenses of the Condominium imposed upon the Unit Owners shall not increase over the stated dollar amount indicated for each unit on the Budget and Allocation attached as an exhibit hereto, and furthermore the Developer obligates itself to pay any amount of Common Expenses incurred during such period of time and not produced by the assessments at the guaranteed level receivable from other Units Owners.

For purposes of this article, "Common Expenses" shall mean and include only those expenses of the Condominium Association (including such reserves as are required by the Condominium Act) each month for services, materials or other items actually consumed or utilized during the month for which payment is made therefor and as reflected in the books and records under the accrual method of generally accepted accounting principles.

4.5 Unit Design Changes. The Developer reserves the right to change the location, design and boundaries between all Units which it may own and change their respective shares in the Common Elements, provided, however, that such changes shall not affect the percentage share of interest of other Unit Owners or any other rights of Unit Owners as provided by Section 403 of the Condominium Act. If the Developer shall make any such changes, such changes shall be reflected by an amendment of this Declaration reflecting such alteration by the Developer and shall only be required to be signed and acknowledged by the Developer and members as to the changed Units and need not be approved by the Association, Unit Owners, or any other persons whomsoever.

ARTICLE 5: IDENTIFICATION OF BUILDINGS AND UNITS

5.1 This Condominium consists of nine (9) building, as reflected on "Plot Plan, Survey and Graphic Description". Each Condominium Unit is described and located on the "Plot Plan, Survey and Graphic Description" and furthermore, the numbering sequence and designation is as follows:

Building 1	--	Units 101 through 116
Building 2	--	Units 201 through 214
Building 3	--	Units 301 through 314
Building 4	--	Units 401 through 414
Building 5	--	Units 501 through 514
Building 6	--	Units 601 through 614

Building 7 -- Units 701 through 718
 Building 8 -- Units 801 through 814
 Building 9 -- Units 901 through 914

ARTICLE 6: OWNERSHIP OF CONDOMINIUM UNITS AND EASEMENTS

Each Condominium Unit shall include the following interest, rights, easements and appurtenances:

6.1 Real Property. Each Condominium Unit together with all appurtenances thereto, shall constitute a separate parcel of real property which shall be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and shall have as an appurtenance thereto an undivided share in the Common Elements as set forth in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto and made a part hereof by reference.

6.2 Possession. Each Unit Owner shall be entitled to the exclusive possession of his Unit.

6.3 Unit Boundaries. Each Unit shall include that part of the Condominium Building containing the Unit that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary: The horizontal plane of the unfinished ceiling surface.

(2) Lower Boundary: The horizontal plane of the unfinished surface of the floor.

(b) Perimetrical Boundaries: The perimetrical boundaries of each Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit, excluding paint, wallpaper, or like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

(2) The Owner of a Unit in the Condominium Property shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors or ceilings surrounding his Unit, nor shall said Owner be deemed to own supporting columns, pipes, wires, conduits or other public utility lines running through the walls of the said Unit, which are utilized for more than one (1) Unit, and said items are by this Declaration hereby made a part of the Common Elements. Said Owner, however, shall be deemed to own the interior walls and partitions which are contained within said Owner's Unit, provided, however, that such walls are not used for the support of the building, and, also,

shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including plaster, paint, wallpaper, etc. contained in said Unit.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall also be included in the boundaries of the Units.

6.4 Appurtenances. The ownership of each condominium Unit shall include, and there shall pass with each Condominium Unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium Property which shall include but not be limited to the right to use in common with other Unit Owners the Common Elements.

The ownership of each Unit shall also include and there shall pass with each Unit as appurtenances thereto, the title and interest of a Unit Owner in the Condominium Property and in the Common Surplus.

Each Unit shall have an undivided share in and to the Common Elements, facilities and areas of the Condominium and each Unit shall bear a share of the Common Expenses of the Condominium in accordance with the percentage of ownership attributable to each Unit as set forth in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto. In the event of the termination of the Condominium, each Owner's interest in the Common Elements, areas and facilities, and in the Common Surplus, and in the Common Expenses, shall be in proportion to said Owner's interest in the Common Elements set forth in the "Schedule of percentage of Ownership in Common Elements, Common Expense and Common Surplus".

6.5 Easements. The following easements are hereby created in addition to any easements created under the Act:

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property and Condominium Units as may be required from time to time for conduits, ducts, plumbing, wiring, utilities, cable tv and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such conduits, ducts, plumbing, wiring, utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit. Except in the event of an emergency, entry shall be made

on not less than one (1) day's notice. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of the Improvements (or any portion thereof) to any Unit after damage by fire or other casualty; or (v) any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements from time to time may be paved and intended for such purposes. Except as may otherwise be set forth herein, none of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any such lien encumbering such easements (other than those on Condominium Units) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes on behalf of the Association, or for any other purpose, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium Property.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and any parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property signs and other promotional material, to advertise Units for sale or lease and for any other similar or lawful purpose the Developer deems appropriate in its opinion.

(g) Air Space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to

time, which easement shall be terminated automatically in any air space which is permanently vacated.

(h) Additional Easements. The Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, drainage, gas, cable tv or other utility or service easements, or relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

ARTICLE 7: MAINTENANCE AND ALTERATION OF UNITS

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (whether located inside or outside the unit), fixtures and outlets, appliances, carpets and other floor covering, all interior surfaces and the entire interior of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence or misuse of specific Unit Owners in the opinion of the Board, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, are Limited Common Elements or are Common Elements other than Limited Common Elements:

(a) Assigned storage areas, if any;

(b) Where a Limited Common Element consists of a terrace, balcony, court, patio or roof area, the Unit Owner who has the right to the exclusive use of said terrace, balcony, court, patio or roof area shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, and the fixed and/or sliding glass door(s) in or other portions of the entranceway(s) of said area, if any, and the wir-

ing, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any.

7.4 Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$100,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements provided same shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$100,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

7.5 Additions, Alterations or Improvements by Unit Owners.

(a) Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, or to any Limited Common Element, including, but not limited to, the installation of awnings in balconies and terraces, patios, courts and roof areas without the prior written consent of the Board of Directors. No enclosures of balconies, terraces, patios, courts or roof areas shall be permitted unless installed by the Developer or unless otherwise provided herein specifically to the contrary.

The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Limited Common Elements within forty-five (45) days after such request and all additional information requested is received, and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board, such approval may not be revoked thereafter.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association.

If the Owner fails to construct the addition, alteration or improvement in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so, the Association, upon notice to the Owner, may make such corrections and

impose on such Owner a special Assessment in the amount of the cost of such correction and an administrative charge of 10% of such cost of correction.

The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

(b) Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Article 6 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (1) make alterations, additions or improvements, structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and/or the Common Elements (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvement), and (2) expand, alter, add to or eliminate all of any part of the recreational facilities.

ARTICLE 8: COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

8.1 Limited Common Elements. Any expense for maintenance, repair or replacement relating to Limited Common Elements shall be treated as and paid for as part of the Common Expenses of the Association, unless otherwise specifically provided elsewhere in the Condominium Documents. Should the need for any maintenance, care, upkeep, repair or replacement of any Limited Common Element arise as a result of negligence of or misuse by a Unit Owner, his family, guests, servants, invitees or tenants, such Unit Owner shall be responsible therefor, and the Association shall have the right to levy a Special Assessment for the cost thereof against the Owner of said Unit which may be collected, and the collection thereof enforced, in the same manner as an Assessment. The Limited Common Elements include the following:

(a) Parking Spaces. All parking spaces as shown on the Survey are Limited Common Elements, the right of the exclusive use of which shall be assigned to Unit Owners by the Developer and thereafter the Association by the execution of an unrecordable document showing the number of the parking space, the Unit to which it is appurtenant and the names of the transferor and transferee of the space. Nevertheless, any Unit Owner's right to use a parking space shall not prohibit persons other than such Unit Owner from going upon said space, so long as the Unit Owner's ability to use such space is not obstructed thereby. The Association shall maintain a book for the purpose of listing the assignee of the right of use of each parking space and the transfers thereof. Upon the assignment by the Developer or the Association of the right to use a parking space, the Association shall cause the transfer to be recorded in said book, and the Unit Owner to whom the use of such parking space is assigned shall have the exclusive right to the use thereof. Such parking space shall thereupon be appurtenant to the Unit of such Unit Owner, and if the right to use such parking space has not otherwise been assigned pursuant to the provisions of this subsection, upon the conveyance of, or the passing of title to, such Unit, the right to use such parking space shall be deemed to have been assigned with such Unit. In addition, a parking space may be separately transferred only in accordance with the following procedures:

(1) The use of a parking space may be surrendered or assigned by a Unit Owner to the Association at any time.

(2) The use of such parking space may be transferred by such Unit Owner to another Unit Owner by the transferor executing a written Assignment of Use of Parking Space and by furnishing the Association a copy of such Assignment, so that the information contained in said Assignment may be recorded in the book maintained for the recording of information concerning such transfers.

8.2 Common Elements. The Common Elements include the Land and all of the parts of the Condominium other than the Units. The Common Elements specifically include, without limitation: (a) all window and exterior doors located within or adjacent to a Unit; (b) all load-bearing walls and structural parts of the Building, whether or not located within the boundaries of a Unit; (c) all easements through Units for conduits, ducts, plumbing, wiring and other facilities for furnishing Utility Services to Units and the Common Elements; (d) an easement of support in every portion of a Unit which contributes to the support of the Building; (e) the property and installations required for furnishing utilities and other services to more than one Unit or to the Common Elements; (f) cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities; (g) easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by settlement or movement of the Building or caused by minor inaccuracies in construction or reconstruction which now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist; and (h) easements for overhanging troughs or gutters, downspouts and for the discharge therefrom of rainwater and the subsequent flow thereof over any Unit.

ARTICLE 9: OWNERSHIP OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

9.1 The Common Surplus, the Common Elements and the Limited Common Elements shall be owned by the Condominium Owners in accordance with the Percentage of Ownership attributable to each Unit as set forth in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto.

ARTICLE 10: PARTITION

10.1 The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom, shall pass with the title to the Unit, whether or not separately described, and cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie in favor of any Unit Owner, except as provided herein with respect to termination of the Condominium.

ARTICLE 11: ASSESSMENTS

The Association, through the Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary or adequate to provide for the Common Expenses in accordance with any estimated operating budget adopted by the Association and such other Special Assessments as are specifically provided for in this Declaration. Special Assessments and Assessments against Unit Owners for Common Expenses shall be levied and collected pursuant to the By-Laws and subject to the following provisions:

11.1 Share of Common Expenses and Common Surplus. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus in the percentage as set forth beside the designation for his Unit in the Schedule of Percentage of Ownership in Common Elements, Common Expenses and Common Surplus, attached as an exhibit hereto, but such share shall not vest or create in any Unit Owner the right to withdraw or receive a distribution of his share of the Common Surplus.

11.2 Assessment Roll. The assessments for Common Expenses shall be set forth upon a roll of the Units which shall be available in the office of the Association for inspection by Unit Owners at all reasonable times. Such roll shall indicate for each Unit the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid for all assessments.

11.3 Assessments For Recurring Expenses. Assessments for recurring expenses for each account shall include the estimated expenses chargeable to each Unit Owner's account and a reasonable allowance for contingencies, deferred maintenance and reserves, less the unused fund balance credited to such account. Assessments shall be made for the calendar year annually in advance on December 1st preceding the year for which assessments are made. Such assessments shall be due in twelve (12) equal consecutive monthly payments, payable on the first day of each month of the year for which the assessment is made, provided however, that upon default in the making of any such installment payment, the entire assessment for the current calendar year shall forthwith be due and payable, without notice.

11.4 Special Assessments. Special Assessments shall include all other assessments as may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium including but not limited to such items as capital expenditures and replacements. Any such special assessment in an amount exceeding \$250.00 per year per Unit which is not a recurring expense, except as to assessments for emergencies as hereinafter set forth, shall not be levied without the prior approval of Owners owning at least Seventy-five (75%) Percent of the Condominium Units (with the exception of assessments for reconstruction or repair after casualty which shall be governed by the provisions of ARTICLE 14). Special assessments will be assessed against and borne by the Owners of the Units in the same manner as assessments for other Common Elements except that such special assessments shall be due and payable not later than thirty (30) days after notice thereof, or as otherwise determined by the Board of Directors of the Association.

11.5 Assessments for Liens. All liens of any nature, including but not limited to taxes and special Assessments levied by any governmental authority, which are a lien upon more than one Unit or on any portion of the Common Elements shall be paid by the Association as a Common Expense and shall be assessed against the Units in the same manner as are all other Common Expenses.

11.6 Assessments for Emergencies. Notwithstanding anything to the contrary set forth in Paragraph 11.4 above, assessments for emergencies of Common Expenses requiring immediate repair which cannot be paid from the assessment for recurring expenses, shall only be made after approval of the Board of Directors of the Condominium Association. After such approval by the Board of Directors, such emergency assessment shall become effective, and it shall be due thirty (30) days after notice thereof in such manner as the Board of Directors may require. Assessments for emergencies will otherwise be assessed against and borne by the Owners of the Units in the same manner as other Common Expenses. Approval of the Condominium Association shall not be required for emergency assessments.

11.7 Liability For Payment in the Event of Foreclosure.

In the event of foreclosure by an Institutional First Mortgagee of an Institutional First Mortgage encumbering a Unit, the Purchaser of such Unit at such sale, his successors or assigns, shall not be liable for the unpaid portion of assessments attributable to such Unit for the period prior to and ending with the date of the foreclosure sale, unless the share of the unpaid portion of assessments is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage but such unpaid portion of the assessments shall be deemed to be a Common Expense, assessable against and collectible from the Unit Owners, excluding the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of a Unit to a First Mortgagee in lieu of foreclosure. The foregoing exemption for payment of assessments is in addition to and in no way restrictive of the additional exemptions granted herein to mortgagees. A First Mortgagee acquiring title to a Condominium Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

11.8 Liability For Assessments. The owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of either the grantor or grantee of the use or enjoyment of any Common Element or by abandonment of the Unit with respect to which the assessment is made. Except as provided in subparagraph 11.7, a purchaser or mortgagee of a Unit at a foreclosure or judicial sale, or a mortgagee acquiring title thereto by deed in lieu of foreclosure shall be liable for and shall pay all unpaid assessments which are due and payable when title is acquired and which become due and payable any time thereafter.

11.9 Lien For Assessments. Any unpaid portion of any assessment which is due shall constitute a lien upon:

(a) The Unit and all appurtenances thereto, which lien shall become effective upon the recordation of a claim of lien by the Association in the Public Records of Dade County, Florida which claim of lien shall not be recorded until the payment is past due for at least ten (10) days. When recorded, this lien shall be effective against the Owner of the Unit(s) against which the claim of lien has been filed as well as against all parties having constructive knowledge thereof, by virtue of such recordations; and,

(b) All tangible personal property located in the Unit except that such lien shall be subordinate to bona fide Institutional First Mortgages.

11.10 Collection.

(a) Assessments and installments paid on or after ten (10) days after due date shall bear interest at the highest rate allowed by law from due date until paid. All payments shall be applied first to interest, if accrued, and then to the assessment payment first due.

(b) The Association may enforce collection of any delinquent assessment by suit at law for the purpose of securing money judgments without in any way waiving any lien which secures the same in such suit. The Association may recover in addition to any assessments due it, interest thereon at the highest rate allowed by law, and

any and all costs incurred in connection with such suit or filing of claim of lien, including reasonable attorneys' fees, and appellate attorneys' fees.

(c) In addition to any other remedies available to the Association, the Association may foreclose its lien for delinquent assessments in a suit brought in the name of the Association in like manner as the foreclosure of a mortgage on real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Condominium Unit, which rental is hereby declared to be no less than the monthly assessments normally chargeable against said Owner, including any assessment for Common Expenses assessed against said Owner. The Association, in such foreclosure, shall be entitled to the appointment of a receiver to collect said rental for the Association. In addition thereto, the Association shall be entitled to recover in said foreclosure all costs incurred in connection with such suit, including reasonable attorney's fees and appellate attorneys' fees. The Association may bid on the Unit at said foreclosure sale and thereafter may acquire, hold, lease, mortgage and/or convey the same.

11.11 Unpaid Assessments. In the event that either any assessment or any installment thereof levied against any Unit Owner shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association, such unpaid assessments and/or installments shall be deemed to be a Common Expense and treated in a manner consistent with the provisions for the assessment and collection of Common Expenses.

11.12 Continuing Obligation. Nothing contained herein shall be deemed to discharge a Unit Owner from his obligation to pay any assessment owed to the Association.

11.13 Limitation of Liability. The liability of a Unit Owner for Common Expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration of Condominium and the By-Laws, except that the Owner of a Unit may be personally liable for acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of his pro-rata share of that liability in the same percentage as his interest in the Common Elements, and then in no case shall liability exceed the value of his Unit.

ARTICLE 12: THE OPERATING ENTITY

12.1 Administration. The Association will be responsible for the operation of the Condominium and shall have all of the powers, duties and obligations set forth in the Condominium Act, as well as all the powers and duties as are granted to and obligations imposed upon it by the Condominium Documents. Each Owner of a Condominium Unit, whether said Unit is acquired by purchase, conveyance, transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

12.2 Operating Procedures. The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by Unit Owners at reasonable times. Reasonable written summaries of such records shall be supplied at least annually by the Association to Unit Owners. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An Account for each Unit which shall designate the name and address of the Unit Owner, the amount and

due date of each assessment, the amounts paid upon the account and the balance due.

12.3 Membership and Voting Rights. Membership in the Association is automatic upon acquisition of ownership of a Condominium Unit and may not be transferred separate and apart from a transfer of the ownership of the Unit. Membership shall likewise automatically terminate upon sale or transfer of the Unit, whether voluntarily or involuntarily. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association. Such person shall be known (and is herein-after referred to) as "Voting Member". If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a Corporate Unit Owner, an Officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Units in the Condominium and each Condominium Unit shall have no more and no less than one (1) equal vote in the Association. If one Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit so owned. The vote of a Condominium Unit is not divisible.

12.4 Management Agreement. In order to facilitate the operation of the Condominium Property, and in order to maintain the Condominium and the Common Elements, the Association shall have the right to enter into a Management Agreement with a Management Company. The fact that such a Management Agreement may be entered into with a Management Company shall in no way prevent the Association from terminating that contract in accordance with the applicable statutes, and entering into a Management Agreement with any other Management Company, nor is it intended to defeat any rights of the Association with respect to such Management Company which the Association may have under the laws of the State of Florida or under any Management Agreement. In the event the Association enters into such Management Agreement, the Association, through its Board of Directors, may delegate to such Management Company certain of the powers and duties of the Association and the Board as the Board so determines, including, but not limited to, the duties of the Board with respect to the insurance provisions set forth in ARTICLE 13 below.

ARTICLE 13: INSURANCE

Insurance (other than title insurance which may be carried upon the Condominium Property and the property of the Unit Owners) shall be covered by the following Provisions:

13.1 Approval by Mortgage Holder. As hereinafter set forth, the approval of policies, designation of Insurance Trustee and certain other matters relating to insurance shall be subject to the approval and/or requirements of the Institutional Mortgagee holding the greatest principal dollar amount of Institutional First Mortgages encumbering Condominium Parcels. Such Institutional Mortgagee is herein referred to as the "Mortgage Holder".

13.2 Authority of Association to Purchase as Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association with itself as the named insured. In addition, in the case of insurance covering damage to the Building and appurtenances, the Association shall also be the named insured as agent for Unit Owners, without naming them, and their mortgagees, without naming them, as their interests may appear. Provisions shall be made for the issuance of certificates of insurance and mortgagee endorsements. The casualty insurance policy upon the Condominium Property shall contain or have attached a standard mortgage clause designating all holders of first mortgages upon the Condominium Property or any part thereof or interest therein, without naming such holders.

13.3 Specific Provisions of Policies. Any insurance policies covering damage to the Building and appurtenances or public liability shall be subject to the following provisions:

(a) In no event shall such insurance be brought into contribution with insurance purchased by the Unit Owners or their mortgagees; and

(b) Such policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of any Unit Owner when such act or neglect is not within the control of the Association, or (ii) the failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

(c) Such policies shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon and to all Institutional Mortgagees; and

(d) One copy of each such policy, or a certificate evidencing each such policy, and all endorsements thereon, shall be furnished by the Association upon request to each Institutional Mortgagee of a Unit covered by the policy, except that each such copy or certificate need not be furnished more than ten (10) days prior to the beginning of the term of the policy or not more than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall occur first; and

In the case of insurance policies covering damage to the Building and appurtenances, the kind, amounts, valuations and forms of such policies and the insurance companies issuing the same shall be subject to the approval of the Mortgage Holder. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore the damage in lieu of making a cash settlement, such election shall not be exercisable without the prior written consent of the Association or the Insurance Trustee, whichever of them is entitled to receive the proceeds of the insurance, or when such election would be in conflict with any requirement of law. The Association shall have the duty to insure all of the Common Elements of the Condominium, and in addition to said duty, shall have the authority, but not the duty, to insure all improvements and fixtures installed at the time of sales by the Developer in the Building or on the Land, whether or not such improvements and fixtures are a part of a Unit or the Common Elements. Such policies and endorsements thereon shall be deposited with the Insurance Trustee.

13.4 Authority of Individual Unit Owners to Purchase and Developer's Recommendation. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon any individual Unit or upon the personal liability (especially liability for accident within his own Unit), personal property or living expenses of any Unit Owner, but the Unit Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. Unit Owners shall furnish the Association with copies of all insurance policies obtained by them. The Owner of a Unit (as well as the holder of any Institutional Mortgage thereon) may obtain additional insurance at his own expense. Such insurance shall be written by the same carrier as that insurance purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. The Developer recommends that each Owner of a Unit obtain a "Tenant's Home-

owners Policy" or its equivalent, to insure against loss or damage to fixtures and interior partitions not included within the Common Elements, personal property used or incidental to the occupancy of the Unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Unit Owner.

13.5 Coverage.

(a) Casualty. The Building (including all of the Units but not including furniture, furnishings or other personal property supplied or installed by Unit Owners or Occupants) and other improvements upon the Land (with an endorsement, if reasonably available, to include all improvements and fixtures and all personal property included in the Common Elements and installed at the time of sales by the Developer), shall be insured in an amount not less than the maximum insurable replacement value, excluding foundation and excavation costs, or 100% of the full insurable value, whichever is greater, all as determined annually by the Board of Directors. The policy shall include an "Agreed Amount Endorsement", or its equivalent, and a "Demolition Endorsement", or its equivalent, allowing for coverage of the cost of demolition in the event of destruction and the decision not to rebuild. The policy shall also include an "Increased Cost of Construction Endorsement". Such coverage shall afford protection against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Building.

(b) Public Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on, about or in connection with the Common Elements, including, if applicable, the Commercial Space, and the cabanas, or adjoining driveways and walkways, or any work, matters or things related to the Condominium Property or the Condominium Documents, with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner, in such amounts as may be required by the Board of Directors of the Association, but not less than \$1,000,000, covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include, where applicable, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garage-keeper's liability, host liquor liability, and such other risks as shall customarily be covered with respect to condominiums similar in construction, location and use, and with a cross-liability endorsement to cover liabilities of a Unit Owner or the Association to a Unit Owner.

(c) Workmen's Compensation. Such insurance, and other mandatory insurance, when applicable, shall be obtained so as to meet the requirements of law.

(d) Fidelity. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, including, but not limited to, employees or professional managers. Such fidelity bonds shall meet the following requirements:

(1) Such fidelity bonds shall name the Association as an insured or obligee; and

(2) Such fidelity bonds shall be written in an amount, if available, equal to at least 150% of the estimated annual Common Expenses; and

(3) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(4) Such fidelity bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association.

(e) Flood and Hurricane. If available, the Association shall obtain Federal Flood Insurance in the maximum permissible amount under the Federal Flood Insurance program and hurricane insurance.

(f) Other. The Association may also purchase and maintain insurance on personal property which is part of the Common Elements and such other insurance as it may deem necessary, with the premiums thereon to be paid from the Assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.

13.6 Premium. Premiums for insurance to be maintained by the Association or the Management Company, if any, shall be paid by the Association as a Common Expense, except that the amount of increase in any premium occasioned by misuse, occupancy or abandonment of any Unit, Units, their appurtenances or the Common Elements by a particular Unit Owner or particular Unit Owners shall be assessed against and paid by such Unit Owner or Unit Owners. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Mortgage Holder, the Mortgage Holder shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the Mortgage Holder shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

13.7 Insurance Trustee. All insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Dade County, Florida, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee", or in lieu thereof shall be paid to the Board of Directors, which shall then act as the Insurance Trustee; provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the continuing approval of the Mortgage Holder. The Insurance Trustee may be designated before or after a casualty loss occurs.

13.8 Shares of Proceeds. The duties of the Insurance Trustee shall be to receive such insurance proceeds as are paid to it, and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. An undivided share of the proceeds on account of damage to Common Elements shall be held for each Unit Owner, with such share being the same percentage of the total proceeds as the share of the Common Elements appurtenant to his Unit as set forth in the Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus, attached as an exhibit hereto.

(b) Units. Except as provided in Subsection 13.8(c) below, proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building is to be restored, the proceeds shall be held for the Owners of damaged Units, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such Unit bears to the total cost of repair, which costs shall be determined by the Board of Directors.

(2) When the Building is not to be restored, the proceeds shall be held for the Owners of Units in the Building, in undivided shares which are the same as their respective shares of the Common Elements as set forth in the Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus attached as an exhibit hereto.

(c) Mortgagees. In the event a mortgagee endorsement has been issued with respect to a Unit, the share of the Owner of that Unit shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. No mortgagee shall have any right to determine or participate in the determination whether or not any damaged property shall be reconstructed or repaired except as may be specifically provided elsewhere in this Declaration to the contrary.

13.9 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expenses of Trustee. First, all expenses of the Insurance Trustee shall be paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, with remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided in this Declaration that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial

owners, with remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any such mortgagee.

(d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of Unit Owners and their respective shares of the distribution.

13.10 Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each Unit Owner and for each owner of any other insured interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in its name and/or in the name of other insureds, to deliver releases upon payments of claims, to compromise and settle such claims, and otherwise to exercise all of the rights, powers and privileges of the Association and each Unit Owner or any other holder of an insured interest in the Condominium Property under such insurance policies; provided, however, the actions of the Association shall be subject to the approval of the Mortgage Holder if the claim shall involve more than one Condominium Unit, and if only one Condominium Unit is involved, such actions shall be subject to the approval of any Institutional Mortgagee holding an Institutional Mortgage encumbering such Condominium Unit.

ARTICLE 14: RECONSTRUCTION OR REPAIR AFTER CASUALTY

14.1 Determination to Reconstruct or Repair. If any part of the Common Elements shall be damaged to the extent that reconstruction or repair is necessary, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Common Elements. If the damage is solely to a portion or portions of the Common Elements and does not extend to the Units, the same shall be reconstructed or repaired.

(b) Common Elements and Units.

(1) Partial Destruction. If the damaged improvement is the Building and less than 90% of the amount of the Association's casualty insurance applicable to the Building is forthcoming by reason of such casualty, then the Building (including all Common Elements in any damaged Units and the bathroom and kitchen fixtures in such Units at the time of the conveyance thereof by the Developer, but not including furniture, furnishings or other personal property supplied or installed by any Occupant or Unit Owner other than the Developer) shall be reconstructed and repaired unless within sixty (60) days after notice is given to all Unit Owners and Institutional Mortgagees of the amount of such insurance which is forthcoming, at least 75% of the Unit Owners and mortgagees holding Institutional Mortgages on at least 75% of the Condominium Units which are encumbered by Institutional Mortgages shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is the Building and 90% or more of the amount of the Association's casualty insurance applicable to the Building is forthcoming by reason of

such casualty, the Building shall not be reconstructed or repaired unless within sixty (60) days after notice is given to all Unit Owners and Institutional Mortgagees of the amount of such insurance which is forthcoming, at least 75% of the Unit Owners and mortgagees holding Institutional Mortgages on at least 75% of the Condominium Units which are encumbered by Institutional Mortgages shall, agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit Owners, where so provided, have made a decision whether or not to reconstruct or repair.

14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications of the original Building and Improvements or, if not, then according to plans and specifications approved by the Board of Directors, and, if the damaged property is the Building, by the Owners of all damaged Units and by the Mortgage Holder if it shall hold an Institutional Mortgage upon one or more of the damaged Units, and if the Mortgage Holder does not hold a mortgage on at least one of the damaged Units, by all the holders of Institutional Mortgages on the damaged Units, which approvals shall not be unreasonably withheld.

14.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the respective Unit Owners, then those Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

14.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

14.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray completely the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, Special Assessments shall be levied against the Unit Owners who own the damaged Units, and, in the case of damage to Common Elements, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments against Unit Owners for damage to Units shall be in the proportion that the cost of reconstruction and repair of their respective Units bears to the total cost of such reconstruction and repair. Such an Assessment against a Unit Owner on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements. Special Assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as an Assessment.

14.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments and Special Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of the Assessments and Special Assessments levied by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessment shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums, if any, deposited with the Insurance Trustee by the Association from the collection of Assessments and Special Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association--Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee by an Institutional Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in accordance with the procedure set forth in Section 14.6(b)(2) below.

(2) Association--Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is \$10,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon the approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owner. If there is a balance of insurance proceeds after the payment of the costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to Owners of damaged Units who are responsible for the reconstruction and repair of the damaged portions of their Units. The distribution to each such Owner shall be made in the proportion that the estimated cost of reconstruction and repair of the damage to his Unit bears to the total of such estimated costs in all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of such estimated costs for his Unit, and if there is an Institutional Mortgage upon a Unit, the distribution shall be paid to the Unit Owner and the Institutional Mortgagee jointly, and they may use the proceeds as they may determine.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a bene-

ficial owner which is not in excess of the Assessments and Special Assessments paid by such owner into the construction fund shall not be made payable to any holders of a mortgage on a Unit.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine any fact or matter relating to its duties hereunder, including whether or not sums paid by Unit Owners upon Assessments or Special Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be made upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the Assessments and Special Assessments paid by Unit Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent stating any or all of such matters, stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when an Institutional Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name that Institutional Mortgagee as payee; and further provided that when the Association, or an Institutional Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

14.7 Equitable Relief. In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event the Condominium Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner or any Institutional Mortgagee shall have the right to petition a court of equity having jurisdiction in and for the county where the Condominium Property is located for equitable relief, which may, but need not necessarily, include a termination of the Condominium and a partition. The provisions of this subsection are paramount to all other provisions of ARTICLES 13 and 14 of this Declaration.

ARTICLE 15: TERMINATION

15.1 The Condominium may be terminated in one of the following manners:

(a) Agreement. The termination of the Condominium may be effected by the unanimous agreement of the Unit Owners and all Institutional Mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of the land. The termination shall become effective when such agreement has been recorded in the Public Records of Dade County, Florida.

(b) Destruction. In the event it is determined as is elsewhere provided that the Condominium shall not be rebuilt after destruction, the condominium form of ownership shall at such time be terminated.

(c) Rights of Mortgagees. Termination of the Condominium shall in no way impair the right of Institutional Mortgagees or lienors of the Condominium Units with respect to said Units.

(d) Rights of Unit Owners. Upon termination of the Condominium, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements.

(e) Rights of Developer. The Developer shall have the right to terminate this Condominium prior to the conveyance of title to the first Unit, which said termination shall be by the filing of a sworn affidavit pursuant to Florida Statutes.

ARTICLE 16: CONDEMNATION

16.1 Deposit of Awards with Insurance Trustee. If any of the Common Elements are taken by condemnation, the awards for that taking shall, for the purposes of this Declaration, be deemed to be proceeds from insurance on account of a casualty causing damage to the Common Elements within the meaning of ARTICLE 13, and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of the failure of any Unit Owner to do so, in the discretion of the Board of Directors a Special Assessment shall be levied against such Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums hereafter made payable to that Owner pursuant to this section.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided in ARTICLES 13 and 14 for determining whether damaged Common Elements will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after damage to the Common Elements.

16.4 Unit Reduced But Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not, within a reasonable period of time, provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Directors, be expended for restoration by the Association and be assessed against the Unit Owner as a Special Assessment.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to any Institutional Mortgagee(s) with a mortgage or mortgages encumbering the Unit, the remittance being made payable jointly to the Owner and Institutional Mortgagee(s).

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the other Units shall be restated as percentages of the total of the new shares as reduced by the taking so that the shares of such other Units shall be in the same proportions to each other as before the taking.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Payment of Award. The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not habitable; and then jointly to the Unit Owners and other mortgagees of Units not habitable in an amount not to exceed the market value of the Unit immediately prior to the taking as diminished by any sums from the award previously reserved for Institutional Mortgagees; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required in this Declaration for further improvements of the Common Elements.

(c) Adjustment of Shares in Common Elements, Common Expenses and Common Surplus. The shares in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of said shares among the reduced number of Unit Owners. This adjustment shall be done by restating said shares of the continuing Unit Owners as percentages of the total of all percentages representing the aggregate shares of these continuing Owners as they existed prior to the adjustment so that the shares of such other Units shall be in the same proportions to each other as before the adjustment.

(d) Assessments. If the balance of the award (after payment to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. Such Special Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement among the Unit Owner, mortgagees of the Unit and the As-

sociation within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the taking in proportion to the shares of the Owners in the Common Elements as they existed prior to the changes effected by the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, except that if a Unit is encumbered by an Institutional Mortgage, the distribution shall be paid jointly to the Owner and the Institutional Mortgagee of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board of Directors.

ARTICLE 17: USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions:

17.1 Residential Use. Each Unit except for Commercial Units and Cabanas, if any, shall be used only for residential purposes.

17.2 Nuisances. No nuisance shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents.

17.3 Pets. If the Condominium Rules and Regulations permit, Unit Owners and Occupants shall be allowed to keep such pets provided that the maintenance of such pets in their Condominium Units shall not constitute a nuisance. It shall be the obligation of the Association to promulgate and enforce whatever rules and regulations it deems appropriate to prevent the abuse of the pet privilege by those Unit Owners and Occupants having pets. Any pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property forthwith upon written notice from the Board of Directors of the Association, acting through one of the duly elected Officers of the Association.

Except for dogs, which may be kept regardless of size or weight, without the consent of the Board, no Unit Owner may maintain any pets or animals in a Unit without the prior written consent of the Board. Consent, if given, may be revoked at any time with or without cause. No tenants, guests or invitees of an Owner shall be permitted to bring animals of any kind on the Condominium Property. Consent to keep a pet shall expire when the

pet dies or is no longer kept by the Owner. No animals shall be allowed to commit a nuisance in any public portion of the Condominium Property. The term "pet" shall be limited to a dog, cat or small domestic bird.* Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

17.4 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

17.5 Leasing or Renting. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. Leasing of Units shall also be subject to the prior written notice to the Association. No lease shall be permitted for a term less than one hundred eighty (180) days. The Unit Owner will be jointly and severally liable with the tenants to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefor. All leases shall also comply with and be subject to the provisions of ARTICLE 18 hereof and shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Board may elect to waive or not to enforce the provisions of this Section 17.5 in any given case or cases, provided no such intentional waiver or failure to enforce shall thereafter prevent the Board from enforcing these provisions in the future in any given case or cases.

17.6 Commercial Usage. No Condominium Unit, whether owned or leased, may be used to conduct any trade or business, the conduct of which would require the license or certification from any municipal, county, state or federal agency or licensing authority. Commercial Units, if any, may be utilized for such commercial purposes as are lawful and not inconsistent herewith.

17.7 Rules and Regulations. The Board of Directors may adopt and promulgate Rules and Regulations concerning the use and occupancy of the Units and the Condominium Property and otherwise involving or concerning the Condominium. All of such Rules will be enforceable against and binding upon all owners and Occupants, including the Initial Rules and Regulations of the Condominium which have been adopted and are attached hereto as "Rules and Regulations". Same may be amended from time to time by the Board of Directors of the Association. Copies of such Rules and Regulations and Amendments thereto shall be furnished to all Unit Owners. Any Amendments to the Rules and Regulations by the Board of Directors shall not be required to be filed as an Amendment to the Declaration of Condominium, nor recorded among the Public Records. No amendment to the Rules and Regulations shall be made which would, in any way, impair, alter or otherwise limit or affect the rights of the Developer or any Institutional First Mortgagee.

*Deletion

17.8 Occupancy. Each Unit shall be used only as a residence for the Occupants thereof, except as otherwise expressly provided in this section. A Unit owned by an individual, corporation, partnership, trust, estate or foundation may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the beneficiaries of such trust, estate or foundation, or (v) permitted Occupants under a lease or sublease of the Unit, as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a beneficiary of a lessee or sublessee which is a trust, estate or foundation. Except as provided to the contrary herein, no more than one family may reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children and grandchildren. In no event may more than four persons occupy a one-bedroom Unit or section thereof, nor more than five persons occupy a one-bedroom convertible Unit or section thereof, nor more than six persons occupy a two-bedroom Unit or section thereof, nor more than seven persons occupy a three-bedroom Unit or section thereof. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection 17.8 shall not be applicable to Units owned or used by the Developer for model apartments, sales offices or management services.

17.9 Children. Children shall be permitted to reside in Units.

ARTICLE 18: SELLING, LEASING AND MORTGAGING OF UNITS

No Unit Owner other than the Developer may sell or lease his Unit except by complying with the following provisions:

18.1 Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase or lease his Unit (such offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror", and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept, shall give notice by certified mail, return receipt requested, to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The giving of such notice to the Board of Directors shall constitute an offer by such Unit Owner to sell his Unit or to lease his Unit to the Association or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the outside Offer to be bona fide in all respects. The Offeree Unit owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty (30) day period by certified mail, to purchase such Unit or to lease such Unit, as the case may be, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

In the event the Association shall timely elect to purchase such Unit or to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Association, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Association of its election to accept such offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Association may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit is to be sold, shall convey the same to the Association, or to its designee, by statutory warranty deed, with all tax and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable and the Offeree Unit Owner shall deliver an abstract or provide a title binder (and, subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. Real estate taxes, mortgage interest, if any, and Common Expenses shall be apportioned between the Offeree Unit Owner and the Association, or its designee, as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board of Directors or to its designee a lease between the Offeree Unit Owner, as landlord, and the Association, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Association or its designee shall fail to accept such offer, or, in the case of a lease, shall fail to reject the proposed lease within thirty (30) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer within sixty (60) days after (i) notice of refusal is given by the Association, or (ii) the expiration of the period within which the Association or its designee might have accepted such offer, as the case may be. In the event the Offeree Unit Owner shall not, within such sixty (60) day period, accept, in writing, the Outside Offer or if the Offeree Unit Owner shall accept the Outside Offer within such sixty (60) day period, but such sale or lease, as the case may be, shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such Unit or to lease such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this Article.

Any deed or lease to an Outside Offeror shall provide (or shall be deemed to provide) that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable Rules and Regulations and all other agreements, documents or instruments affecting the Condominium Property or administered by the Association, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent herewith and with the By-Laws and Rules and Regulations and shall provide specifically that (i) it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, (ii) the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board of Directors, and (iii) the Board of Directors shall have the power, but shall not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease to the extent such default affects

the Association in the opinion of the Board, or (b) a foreclosure of the lien granted under the Act. Such lease shall also comply with the provisions of Article 17.5 hereof.

Except as hereinbefore set forth, the form of any such lease executed by the Association or an Outside Offeror shall contain such other provisions as shall be required in writing by the Board of Directors. Any lease executed by the Association as tenant shall provide, however, that the Association may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Unit in violation of this Article shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), or void a conveyance (in case of an unauthorized sale). Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions shall not apply to Units owned by or leased to the Developer or owned by any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure. The Developer and such Institutional First Mortgagees shall have the right to sell, and the Developer also to lease or sublease, Units they own without having to first offer the same for sale or lease to the Association.

18.2 Consent of Unit Owners to Purchase or Lease of Units by the Association. The Association shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of Owners of a majority of the Units present in person or by proxy and voting at a meeting at which a quorum has been obtained.

18.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.4 Release by the Association of the Right of First Refusal. The right of first refusal contained in Article 18.1 may be released or waived by the Association only in the manner provided in Article 18.5. In the event the Association shall release or waive its right of first refusal as to any Unit, such Unit may be sold, conveyed or leased free and clear of the provisions of said Article 18.1.

18.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by an officer of the Association stating that the provisions of Article 18.1 have been satisfied by a Unit Owner, or stating that the right of first refusal contained therein has been duly released or waived by the Association and that, as a result thereof, the rights of the Association thereunder have terminated (as to that sale or lease only) shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such Article have, in fact, terminated or been waived. No fee shall be charged by the Association in connection with the furnishing of such certificate in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time). No charge shall be made in connection with the consideration of the approval of an extension or renewal of a previously approved lease.

18.6 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners, if approved in the manner set forth in Article 18.2 hereof. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Unit Owner (other than the Offeree Unit Owner), in proportion to his share of the Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

18.7 Exceptions. The provisions of Article 18.1 shall not apply with respect to any lease, sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) the Association, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this ARTICLE 18.

18.8 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this ARTICLE 18.

18.9 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

18.10 Rights of Developer. Anything to the contrary herein notwithstanding, before the Association approves any sale of a Unit or elects to purchase the Unit itself, the Association must first offer such Unit to the Developer and allow the Developer to accept the Outside Offer as long as the Developer owns a Unit. Notice of receipt of an Outside Offer must be delivered to the Developer by the Association within five (5) days after such notice is received by the Association as aforesaid. The Developer's election shall be given to the Board in writing within five (5) days of the date the Developer is notified of the Outside Offer in writing. The approval of any sale by the Association, however, in violation of this Article shall be conclusive and may be relied upon by an Outside Offeror acting in good faith and acquiring the Unit for value. The Association will, however, in such case be liable to the Developer in damages.

ARTICLE 19: LIENS

19.1 Protection of Property. All liens against a Unit other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before they become delinquent.

19.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien against his Unit other than mortgages, taxes, and special assessments within five (5) days after the lien has attached.

19.3 Notice of Suit. Every Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner receives actual notice thereof.

19.4 Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

ARTICLE 20: TAXES

20.1 The Condominium Act provides that property taxes and special assessments assessed by municipalities, counties and other taxing authorities shall be assessed against the Condominium Unit individually and not upon the Condominium Property as a whole. Such taxes, when assessed shall be paid by each Unit Owner, and this assessment shall be in addition to each Unit Owner's share of the Common Expenses.

20.2 Whenever a tax is assessed against the Condominium Property as a whole instead of against each Condominium Unit, such tax shall be treated as a Common Expense and shall be borne by the Unit Owners in the proportions specified in the "Schedule of Percentage of Ownership in Common Elements, Common Expense and Common Surplus" attached hereto.

ARTICLE 21: COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms and conditions of the Condominium Documents. A default shall entitle the Association of other Unit Owners to the following relief:

21.1 Legal Proceedings. In addition to the remedies for the foreclosure of a lien as elsewhere herein provided, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Documents or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or Owners for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages liquidated or otherwise, together with interest thereon at the maximum legal rate shall be charged to and assessed against such defaulting Unit Owner, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses and upon his Unit and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Condominium Property. In the event of any such default by any Unit Owner, the Association shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner.

21.2 Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Should the rates for the insurance required to be carried by the Association be increased due to the use, misuse, occupancy or abandonment of a Unit by the Unit Owner, said Owners alone shall be liable to the Association for the increase and such increase shall not be deemed to be a common expense of the Association.

21.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees both at the trial and appellate levels from the other party.

21.4 Waiver of Rights. The failure of the Association or of any Unit Owner to enforce the covenants, restrictions or other provisions of the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

ARTICLE 22: ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES

In addition to any rights provided elsewhere in this Declaration, any Institutional Mortgagee which makes a request in writing to the Association for the items provided in this Section shall have the following rights:

22.1 Annual Financial Statements of Association. To be furnished on request with at least one copy of the annual financial statement and report of the Association, prepared by or for the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses; such financial statement and report to be furnished, upon request, within ninety (90) days following the end of each fiscal year.

22.2 Notices of Meeting. To be given written notice by the Association, if requested, of the call of a meeting of the Unit Owners or the Board of Directors to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws, which notice shall state the nature of the amendment being proposed.

22.3 Notices of Default. As to a Condominium Parcel encumbered by an Institutional Mortgage held by such Institutional Mortgagee, to be given, if requested, written notice of any default in the performance of the obligations of the owner of such Condominium Parcel under the Condominium Documents or rules or regulations promulgated thereunder which is not cured within thirty (30) days after such default.

22.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements with regard to which such Institutional Mortgagee is entitled to be given any notice of cancellation.

22.5 Examination Books and Records. Upon reasonable notice, to examine the books and records of the Association during normal business hours.

ARTICLE 23: AMENDMENT

23.1 Declaration of Condominium. Except as herein otherwise provided, amendments to this Declaration shall be adopted as follows:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

(b) Resolution. A resolution adopting and approving a proposed amendment shall be proposed, adopted and approved by the Board, and after being proposed, adopted and approved by the Board, it must be adopted and approved by the members. Directors and Unit Owners not present at the meeting considering the amendment may approve and adopt same in writing. Such proposals, adop-

tions and approvals must be by a vote of not less than fifty-one (51%) percent of the Unit Owners entitled to vote, except as to an amendment altering the percentages of ownership in the Common Elements or the voting rights of any of the Owners of the Condominium, any of which shall require the approval of one hundred percent (100%) of the Owners, except as provided for in ARTICLE 4.5.

(c) Consent. No amendment shall be made which would affect or in any way alter the extent, nature and priority of the lien and rights of Institutional Mortgages without the consent of all such Institutional Mortgages.

(d) Approval. ARTICLE 4 and ARTICLE 18 (as it applies to the Developer's right of first refusal) of this Declaration of Condominium may not be amended without the written approval and joinder of the Developer.

(e) Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be duly recorded in compliance with the Condominium Act. The amendment shall become effective when recorded among the Public Records of Dade County, Florida.

23.2 Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended only in the manner provided therein.

23.3 Proviso. Except as provided in ARTICLE 4.5, no amendment shall change any Condominium Unit nor the share of the Common Elements, Common Expenses or Common Surplus attributable to any Unit, nor the voting rights appurtenant to any Unit, unless the record Owner or Owners thereof and all record owners of liens upon such Unit or Units shall join in the execution of such amendments. No amendment or change to this Declaration or to the Articles of Incorporation or the By-Laws of the Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a Unit without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said Unit or Units, which consent shall not be unreasonably withheld and shall be executed with the formalities required for deeds and filed with the aforesaid amendment. The Developer reserves the right, at any time prior to the closing of the sale of the first Condominium Unit under this Declaration of Condominium, to make amendments to the Condominium Documents so long as said amendments do not affect the percentages of ownership in the Common Elements, assessments, voting rights, location or size of any Unit, except as provided in ARTICLE 4.5.

ARTICLE 24: PHASE CONDOMINIUM

The Developer has reserved the right pursuant to the provisions of Section 403 of the Florida Condominium Act to develop this Condominium as a Phase Condominium. The submission of Phase I to the Condominium, which consists of the Phase I land (as defined in the Declaration of Condominium) to the Condominium form of ownership will be effective upon recordation of the Declaration of Condominium. The expansion of the Condominium to include Phases II, III and IV, which consist of the Phase II land, Phase III land and Phase IV land (as defined in the Declaration of Condominium) will be effective upon the recordation of Amendments to the Declaration of Condominium submitting the Phase II land, the Phase III land, and the Phase IV land, respectively, to the Condominium form ownership.

Surveys of Phase I, Phase II, Phase III and Phase IV and Plot Plans thereof showing the locations of the buildings thereon are contained as in exhibit to the Declaration of Condominium. Also included as exhibits to the Declaration of Condominium are floor plans showing the general size of each unit in each Phase as well as schedules showing each unit's Ownership Interest in the

Common Elements and share of the Common Expenses as each Phase is added.

All Unit Owners will be members of the Association. Membership of Unit Owners in Phase I will be effective upon the recording of the Declaration of Condominium. Membership of Unit Owners in Phase II, Phase III and Phase IV will take effect upon the recording of the amendment adding each of those phases respectively to the Condominium. Each unit in each phase of the Condominium will be entitled to one (1) vote in the Association to be cast by the owner(s) of said unit in accordance with the By-Laws of the Association. Upon the recordation of the Declaration of Condominium, there will be forty-four (44) votes in the Association. Upon the recordation of the Amendment adding Phase II, there will be seventy-two (72) votes. Upon the recordation of the Amendment adding Phase III, there will be one hundred four (104) votes. Upon the recordation of the Amendment adding Phase IV, there will be one hundred thirty-two (132) votes.

Prior to the addition to the Condominium of Phase II, all costs and expenses incurred with the Common Elements of Phase I shall be borne exclusively by the Unit Owners in Phase I as a Common Expense. As each subsequent Phase is added to the Condominium, all costs and expenses incurred in connection with the Common Elements of Phase I, along with the additional Phases, shall be borne exclusively by the Unit Owners in all of the then existing Phases collectively as a Common Expense.

The following is a summary of the impact which the addition of each Phase will have upon the Condominium:

PHASE I

1. The land included in the Condominium will contain 2.449 acres.
2. The number of units included in the Condominium will be 44.
3. The Common Elements of the Condominium will include only the Common Elements of Phase I.
4. The Association will be responsible for the repair, maintenance and operation of the Common Elements of Phase I only.
5. The Ownership Interest in the Common Elements and share of the Common Expenses of each Unit in Phase I will be 1/44th.

PHASE I AND PHASE II

1. The land included in the Condominium will increase from 2.449 acres to 3.945 acres.
2. The number of units included in the Condominium will be increased from 44 to 72.
3. The Common Elements of the Condominium will include the Common Elements of both Phase I and Phase II.
4. The Association will be responsible for the repair, maintenance and operation of the Common Elements of both Phase I and Phase II.
5. The Association will incur additional expenses in connection with the maintenance, repair and opera-

tion of the Common Elements of Phase II; however, expenses incurred by the Association in connection with the Common Elements of both Phase I and II will be a Common Expense to be assessed against all 72 units in proportion to their respective shares of the Common Expenses.

6. The Ownership Interest in the Common Elements and share of the Common Expenses of each Unit in Phase I and Phase II will be reduced from 1/44th to 1/72nd.

PHASE I, PHASE II AND PHASE III

1. The land included in the Condominium will increase from 3.945 acres to 5.724 acres.
2. The number of units included in the Condominium will be increased from 72 to 104.
3. The Common Elements of the Condominium will include the Common Elements of Phase I, Phase II and Phase III.
4. The Association will be responsible for the repair, maintenance and operation of the Common Elements of Phase I, Phase II and Phase III.
5. The Association will incur additional expenses in connection with the maintenance, repair and operation of the Common Elements of Phase III; however, expenses incurred by the Association in connection with the Common Elements of Phase I, Phase II and Phase III will be a Common Expense to be assessed against all 104 units in proportion to their respective shares of the Common Expenses.
6. The Ownership Interest in the Common Elements and share of the Common Expenses of each Unit in Phase I, Phase II and Phase III will be reduced from 1/72nd to 1/104th.

PHASE I, PHASE II, PHASE III AND PHASE IV

1. The land included in the Condominium will increase from 5.724 acres to 6.999 acres.
2. The number of units included in the Condominium will be increased from 104 to 132.
3. The Common Elements of the Condominium will include the Common Elements of Phase I, Phase II, Phase III and Phase IV.
4. The Association will be responsible for the repair, maintenance and operation of the Common Elements of Phase I, Phase II, Phase III and Phase IV.
5. The Association will incur additional expenses in connection with the maintenance, repair and operation of the Common Elements of Phase IV; however, expenses incurred by the Association in connection with the Common Elements of Phase I, Phase II, Phase III and Phase IV will be a Common Expense to be assessed against all 132 units in proportion to their respective shares of the Common Expenses.
6. The Ownership Interest in the Common Elements and share of the Common Expenses of each Unit in Phase

I, Phase II, Phase III and Phase IV will be reduced from 1/104th to 1/132nd.

The Amendments by which the Developer will add Phase II, Phase III and Phase IV to the Condominium shall not require the execution or consent thereto by the Association or by any Unit Owners in Phase I, Phase II, Phase III or Phase IV. In addition to adding those Phases to the Condominium, those Amendments may provide for such other matters as the Developer deems appropriate so long as same do not adversely effect substantial rights of Unit Owners in the prior Phases, specifically those rights set forth in Section 403 of the Florida Condominium Act. All rights, benefits and privileges reserved to Developer under the Declaration of Condominium or the Act with respect to Phase I shall also be applicable to Phase II, Phase III and Phase IV.

ARTICLE 25: ADDITIONAL PROVISIONS

25.1 Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provision of this Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association promulgated pursuant thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Condominium Act, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provisions shall not affect the remaining portions thereof.

25.2 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Condominium Documents or the Rules and Regulations adopted pursuant to such documents, such dispute or litigation shall be governed by the laws of the State of Florida.

25.3 Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

25.4 Ratification. Each Unit Owner, by reason of having acquired ownership of his Condominium Unit, whether by purchase, gift, operation of law or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and the Rules and Regulations promulgated thereunder are fair and reasonable in all material respects.

25.5 Gender, Plurality and Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular. The provisions of the Condominium Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of a Condominium.

25.6 Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and reference and shall not be relied upon and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

25.7 Assignment. All rights in favor of the Developer reserved in this Declaration are freely assignable in whole or in part by the Developer and may be exercised by any nominee of the Developer and/or exercised by the successors in interest of Developer.

ARTICLE 26: COVENANT RUNNING WITH THE LAND

All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions of the Condominium Documents shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants of Units shall be subject to and shall comply with the provisions of the Condominium Documents and the Rules and Regulations promulgated thereunder.

ARTICLE 27: NOTICE TO DEVELOPER

Whenever notice is required to be given by the Association or a Unit Owner to the Developer, such notice shall be delivered by certified mail, return receipt requested, to the Developer at 1201 Washington Avenue, Miami Beach, Florida, 33139.

IN WITNESS WHEREOF, the undersigned have hereunto executed this instrument and affixed their seals at M. Beach, Dade County, Florida, this 2nd day of February, 1984.

Signed Sealed and Delivered
In the Presence of:

[Signature]
[Signature]

GARDENS AT KENDALE LAKES, INC.,
A Florida Corporation

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF DADE

Before me the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared RONALD S. MOLKO, President of GARDENS AT KENDALE LAKES, INC., a Florida corporation, and acknowledged to and before me to be the individual described in and who executed the foregoing instrument as such Officer of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, this 2nd day of Feb., 1984.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
RECORDED IN THE PUBLIC RECORDS



EXHIBIT "1" TO DECLARATION OF CONDOMINIUM
OF
THE GARDENS AT KENDALE LAKES CONDOMINIUMLEGAL DESCRIPTIONSI. Legal Description for all of the Gardens at Kendale Lakes Condominium:

Tract 14 of KENDALE LAKES WEST SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 100, Page 34, of the Public Records of Dade County, Florida.

II. Legal Description for Phase 1 of the Gardens at Kendale Lakes Condominium:

A portion of Tract 14 of KENDALE LAKES WEST SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 100, Page 34, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of said Tract 14; thence run North 15°10'15" East along the East line of said Tract 14 for 265.67 feet to the point of beginning of the parcel of land, hereinafter to be described; thence continue North 15°10'15" East for 252.00 to a point of curve; then Northwesterly along the arc of a circular curve concave to the Southwest. Said curve having a radius of 25.00 feet and a central angle of 90°00'00", for an arc distance of 39.27 feet to a point of tangency with the North line of said Tract 14; thence North 74°49'45" West for 147.13 feet to a point of curve; thence Westerly along the arc of a circular curve concave to the South. Said curve having a radius of 1310.00 feet and a central angle of 11°27'33.5" for an arc distance of 262.00 feet; thence South 3°34'53" East for 264.95 feet; thence South 74°49'45" East for 347.22 feet to the point of beginning. Containing 106,698.43 sq.ft. (2.449 +/- acres).

III. Legal Description for Phase 2 of the Gardens at Kendale Lakes Condominium:

A portion of Tract 14 of KENDALE LAKES WEST SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 100, Page 34, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of said Tract 14; thence run North 79°59'45" West along the Southerly line of said Tract 14 for a distance of 245.33 feet to a point; thence run North 15°10'15" East for a distance of 265.67 feet to a point; thence run South 74°49'45" East for a distance of 245.33 feet to a point of

intersection on the Easterly line of said Tract 14; thence run South $15^{\circ}19'15''$ West along the Easterly line of said Tract 14 for a distance of 265.67 feet to the point of beginning. Containing 65,176.82 sq. ft. (1.496 +/- acres).

IV. Legal Description for Phase 3 of the Gardens at Kendale Lakes Condominium:

A portion of Tract 14 of KENDALE LAKES WEST SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 100, Page 34, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of said Tract 14; thence run North $74^{\circ}49'45''$ West along the Southerly line of said Tract 14 for a distance of 245.33 feet to the point of beginning of parcel of land hereinafter to be described; thence continue North $74^{\circ}49'45''$ North for a distance of 253.53 feet to the Southwesterly corner of said Tract 14; thence run North $03^{\circ}34'53''$ West along the West line of said Tract 14 for a distance of 245.00 feet to a point; thence run North $86^{\circ}25'07''$ East for a distance of 104.75 feet to a point; thence run South $74^{\circ}49'45''$ East for a distance of 233.10 feet to a point; thence run South $15^{\circ}10'15''$ West for a distance of 265.67 feet to the point of beginning. Containing 77,473.71 sq. ft. (1.779 +/- acres).

V. Legal Description for Phase 4 of the Gardens at Kendale Lakes Condominium:

A portion of Tract 14 of KENDALE LAKES WEST SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 100, Page 34, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southwesterly corner of said Tract 14; thence run North $3^{\circ}34'53''$ West along the West line of said Tract 14 for 245.00 feet to the point of beginning of the tract of land hereinafter described; thence continue North $3^{\circ}34'53''$ West for 235.14 feet to the Northwest corner of said Tract 14; thence North $87^{\circ}43'29''$ East along the North line of said Tract 14 for 92.59 feet to a point of curve; thence easterly along the arc of a circular curve concave to the Southwest. Said curve having a radius of 1310.00 feet and a central angle of $5^{\circ}59'12.5''$ for an arc distance of 136.88 feet; thence South $3^{\circ}34'53''$ East for 264.95 feet; thence North $74^{\circ}49'45''$ West for 131.21 feet; thence South $86^{\circ}25'07''$ West for 104.75 feet to the point of beginning. Containing 55,545.25 sq. ft. (1.275 +/- acres).

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THE GARDENS AT KENDALE LAKES CONDOMINIUM ASSOCIATION, INC.

RESTATED RULES AND REGULATIONS

AS APPROVED BY THE BOARD OF DIRECTORS

PREFACE: These Rules apply to all residents of and property within the geographical boundaries of Gardens at Kendale Lakes Condominium Association, Inc. ("Community" or "Association"). These Rules shall not supersede but shall be supplemental to any provisions contained in any of the governing documents for the Gardens at Kendale Lakes Condominium Association, Inc. ("Community"). Anyone ignoring, disobeying or otherwise not observing these Rules may be denied the use of the relevant facility and may be fined in accordance with Florida Statute 718.303(3) and the governing documents. Laws of all governmental bodies prevail within the Community. Residents are responsible for their occupants, licensees or invitees to comply with any provision of the declaration, the association bylaws, or reasonable rules and regulations of the Association.

RULES AND REGULATIONS GOVERNING YOUR ASSOCIATION

The Rules and Regulations hereinafter referred to as to the Homeowners Property, the common elements, the limited common elements, the homes and the unit owners shall apply to and be binding upon all home owners. The homeowners shall always obey these Rules & Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or comparable situation unless such waiver, consent or approval is specifically set forth in writing by the Board of Directors.

The following is a summary of the Rules and Regulations for your Association. These Rules and Regulations include additional Rules and Regulations which have been adopted by The Gardens at Kendale Lakes Association Board of Directors.

a) Violations should be reported to the person appointed by the Board of Directors or the Association to receive such notices. Said person shall be designated hereinafter as "Manager".

b) Violations will be called to the attention of the violating owner by the Manager and management will also notify the Board of Directors.

c) Disagreements concerning violations will be presented to and judged by the Board of Directors to take appropriate action. Such judgment of the Board of Directors shall be final.

d) Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

USE/RIGHT OF ENTRY

1. The condominium units shall be used only for residential purposes. Condominium units may not be used for any commercial use.
2. There shall not be kept in any unit any flammable, combustible or explosive fluid, material, chemical or substance except for normal household products.
3. Owners must abide by the Association's right of entry into the Units in emergencies. In case of any emergency originating in or threatening any Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by the Board or management shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

MAINTENANCE BY OWNERS

Exterior Appearance

The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

Cleanliness

No garbage shall be accumulated in the front or back of your property. Pickup days for trash are Tuesdays and Fridays. Pickup days for recycling are on every other Friday. Garbage should be placed in plastic bags inside a trash container the night before or early in the morning on pickup days. Discarded or broken furniture, large boxes, etc. should be taken to the nearest Dade County mini dump. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other related articles shall be maintained on any unit to be visible from outside the Parcel.

Unit owners are responsible to ensure that their trash bags do not contain any bouncing liquid or punctures that might cause a leak which can stain the Community property.

Anyone who stains the Community property will be fined and will also have to pay for any additional cleaning charges.

GENERAL PROVISIONS

To maintain certain aesthetic and safety standards within the development, the following regulations shall apply:

Holiday Lights and Other Lighting

Except for seasonal holiday lights, all exterior lighting shall require the approval of the Association. The Association may establish standards for holiday lights. Christmas holiday lighting and decorations should be removed by January 31.

Animals

1. Only Unit owners are permitted to keep pets, subject to the Rules and Regulations set forth below. No tenants, guests or invitees of an Owner shall be permitted to bring animals of any kind on the Condominium Property.
2. No animals of any kind shall be raised, bred or kept within Gardens at Kendale Lakes for commercial purposes. Otherwise, Owners may keep domestic pets that are approved in writing by the Board of Directors and as permitted by Miami-Dade County ordinances.
3. No pet or animal shall be "tied out" on the exterior of the Unit or in the Common Areas, or left unattended in a yard, porch or patio.
4. All pets shall be walked on a leash. No pet shall be permitted outside a Unit except on a leash.
5. The person walking the pet, or the Owner shall clean up all matter created by the pet.
6. Each Owner shall be fully responsible for any damage to persons or property caused by their pet.
7. Dogs weighing over twenty-five (25) pounds are not permitted under any circumstances.
8. Any pets causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property forthwith upon written notice from the Board of Directors of the Association.

Noises/Nuisances

Each resident is entitled to quiet enjoyment of his/her apartment as well as the common facilities and areas. Therefore, certain standards for individual behavior are necessary to ensure harmonious living.

1. No loud radios, stereos or TV's are permitted Sunday – Thursday between the hours of 10:30PM and 8:00AM and Friday – Saturday between the hours of 12:00AM and 8:00AM. Owners should have a sense of pride in ownership and an

- obligation to respect the rights of others. Residents who are not owners and guests have an equal obligation.
2. Owners shall not use or permit the use of their premises in any manner which would be disturbing to or be a nuisance to other owners, or in such a way as to be detrimental to the reputation of the property.
 3. Carpentry, carpet-laying, tile-laying, picture-hanging or any trade involving hammer or drill work, etc., must be performed between the hours of 8:00AM and 6:00PM, Monday-Friday and between the hours of 10:00-6:00pm, Saturday-Sunday.
 4. No firearms shall be discharged within The Gardens at Kendale Lakes.

Children

Children are not to play in the parking areas or on the public walkways. Parents shall be responsible for all actions of their minor children always in and about The Gardens at Kendale Lakes.

Solicitation

There shall be no solicitation by any person anywhere upon the condominium property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

Control of Contractors

Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

Any contractor or its employees performing work on Community property shall not dispose of any construction materials, tools or equipment on Community property. All such construction materials, tools and equipment must be removed from the Community in a safe and expedient manner.

Alterations and Additions

No unit owner shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association. Applications for approval may be requested from Management.

There shall be no material alterations or substantial additions to the common elements. No screening, shutter, canopy, television antenna or other projection shall be attached to or placed upon the outside walls, doors or roof of the building without the written consent

by the Board of Directors of the Association. Cable and television antenna installations must first be approved by the Association in writing. Applications for approval may be requested from Management.

The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board, from time to time.

Signs

No signs, advertisements, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Community Property by any resident. Owners shall not display or place any sign of any character including "for rent" or "for sale" signs in the Common Areas. An owner may display one 12" x 15" or smaller "for sale" or "for rent" sign inside the window of his unit. No other signs shall be permitted without the prior approval of the ACC.

Hurricane Preparations

1. Each owner who plans to be absent from his home during the hurricane season must prepare his home prior to his departure by removing all furniture, plants and other removable objects from the exterior of the home. Leave all windows in the home tightly closed and secured.
2. Each owner or lessee who plans to be absent from the community during the hurricane season must prepare the home prior to departure by designating a responsible firm or individual to care for the home during the owner's or lessee's absence if the home should suffer hurricane damage. Storm shutters shall only be installed during hurricane "WATCH" and hurricane "WARNING" situations.
3. All shutters must be removed within 10 days from the date of the storm. Unless, circumstances do not allow. In this case, notice must be provided to the Board of the circumstance and will be subject to the Board's approval.

Responsibility for Damage

The unit owner shall be liable for all damages to common areas caused by receiving deliveries of or moving their furniture or other articles to and from the community by whosoever caused.

COMMON AREAS

1. No person in a common area of the Community shall engage in loud, boisterous or disorderly conduct.
2. No garbage bags, shoes, boxes, or other articles may be placed in the common areas.
3. Common areas may not be used to store, size or cut any material or object.

4. Common areas shall not be obstructed, littered, defaced, altered or misused in any manner.
5. There shall be no playing, lounging, bicycles, wagons, toys, vehicles, benches, chairs or other articles on any part of the common areas, except those areas designated by the Board of Directors.
6. Nothing shall be done or kept within the Common Areas, Parcel or Unit which will increase the rate of insurance.

TELEVISION AND SATELLITE DISHES

The Association must approve the method of installation for all satellite dishes in the Community. To maintain the aesthetic appeal of the Community, residents will be required to mount their dish on a tripod or on the inside of the fence. No items may be permanently affixed to the outside walls, and no exterior wall penetrations are permitted when running cables.

INSURANCE

Unit owners are required to obtain insurance coverage at their own expense for personal property and contents inside their Unit, as well as individual liability coverage for their own personal dwelling and its contents, and additional living expenses. The insurance purchased by the Association does not cover claims against an owner due to accidents occurring within the condominium unit nor does it cover casualty, theft, loss, or flood damage to the contents of a unit. Personal improvements including, but not limited to upgrades, floor coverings, tile, carpeting, padding, wall coverings, wallpaper, paint, paneling, ceiling treatments and built-ins are not covered by the Association's Policy. It is the responsibility of the individual homeowner to purchase and pay for insurance for all such risks. It is important for each homeowner to understand what his/her responsibility will be if a total loss to the unit is incurred. Professional insurance advice should be sought.

LEASING

1. An application must be filled in and submitted to Management.
2. Leasing of Units shall be subject to the prior written notice to the Association.
3. All leases must be in writing and approved by the Association.
4. No Lease will be approved for a term of less than 6 months.
5. The Unit Owner shall be jointly and severally liable with the tenants to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants or to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefor.

MOVE-IN PROCESS

1. All Owners/Tenants/Residents must notify the Association at least 48 hours prior to moving in or out furniture. A deposit of \$300.00 dollars is required at time of moving. In the event any damage is caused to any common elements, such deposit will be refunded minus the damage cost to the community. Check shall be held until move in or out is final and will be returned 5 days after.
2. Moving activity may only be performed 8:00AM - 8:00PM on Monday – Saturday.
3. No moving activities may be performed on Sunday or legal holidays.
4. Moving vehicles or containers may not be left or stored overnight and must obey all rules pertaining to vehicles.
5. Unit owners and tenants shall be liable for all damages to the buildings caused by receiving deliveries or moving or removing furniture or other articles to or from the buildings.

VEHICLE TOWING PROCEDURE INFORMATION

(Please read carefully)

PARKING

The common elements shall include parking areas for automobiles of the unit owners, their guests, licensees and invitees. No trucks or vans, other than pick-up trucks and vans not more than $\frac{3}{4}$ ton capacity, or commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles boats or boat trailers, horse trailers, or mopeds shall be permitted to be parked.

Any vehicle parked in violation of these rules and regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, not guilty of any criminal act, by reason of such towing, and once the notice of violation is posted, neither its removal nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers.

1. All vehicles need to be registered and identified with a Condominium decal. Any vehicle parked in a Unit owner's spot without a decal will be towed away at the vehicle owner's expense.
2. Each Unit Owner will receive TWO (2) decals. One decal shall be for the permanent limited common element parking space and the other decal shall be used for guest parking spaces. To receive these decals, your car registration and driver's license needs to be current and active with the permanent address listed on the documents. The car must be registered to the unit. Tenants will be provided

- a visitor pass for 10 days or until the time a valid driver's license with the unit address is presented to Management or the Board.
3. Visitors who wish to park their vehicle on the Condominium property are required to obtain a Visitor Parking Pass from management and display the parking pass on their vehicle dashboard.
 - ✂4. Parking decals are non-transferrable and non-assignable. Each car must be individually registered and issued a decal.
 5. Owners, residents, tenants, and guests who violate the Rules and Regulations shall be liable for any damage to the Community property including, but not limited to, buildings, amenities and recreation areas, grounds, individual units, and any other common elements of the Association caused by receiving deliveries or the moving/removing of furniture and possessions to and from the building, as well as any damage inflicted by their automobiles to automobiles in adjacent spaces or driveways.
 6. Unit owners are responsible for maintaining a clean parking space always. If you notice any liquid dripping from your vehicle, place a cardboard under it to avoid stains to the cement.
 7. No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the parking regulations posted at the parking areas and driveways, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit owners.
 8. No parking areas shall be obstructed in any manner.
 9. No motor vehicle in a derelict condition which cannot operate on its own power shall remain within the unit owner's property for more than twenty-four (24) hours, and no repair of vehicles, except for emergency repairs, shall be made with the unit owner's property.
 10. Do not park on the grass.
 11. Do not park on the streets, as not to allow an emergency vehicle access to a homeowner.
 - ✂12. Do not double-park vehicles.
 13. As a security measure, all automobile doors should be locked.
 14. No trucks, commercial vehicles, recreational vehicles, campers, mobile units, motor units, boats, boat trailers, house trailers, or trailers of every other description may be parked or stored on the Unit Owner's Property without the prior approval of the association.
 15. Except in emergency, **NO HORNS SHALL BE BLOWN ON THE PROPERTY.**
 16. No vehicles may operate and/or park on the Unit owner's property with a loud radio or other music to annoy or distract others.
 17. The owner or operator of any vehicles leaking oil onto a Unit Owner's Property shall be responsible for expenditures required to restore the Unit owner's property to a clean condition.
 18. The speed limit for all driving on Community property is 5 MPH.

COMMERCIAL VEHICLES

The term "commercial vehicle" is defined as:

1. Vehicles with lettering or advertising.
2. Vehicles registered as commercial vehicles.
3. Vehicles with extensions, ladders or attachments intended for commercial use.
4. Other vehicles classified by Governmental Agencies or County passenger vehicles approved by the Board of Directors from time to time. Exception to any patrol cars.

The term "truck" is defined as:

1. Vehicles with more than 4 tires.
2. Vehicles longer than 20 feet.
3. Vehicles used for storage.
4. Vehicles with toppers which extend over the side or above the top of the cab.

The term "truck" shall exclude pick-up type vehicles provided said vehicles do not fall within one of the categories described above and have not been extended or modified.

COLLECTION POLICY AND PROCEDURES

1. Assessments are due on the first day of the month and considered late after the 10th day. If received after the 10th day, an interest charge of 18% of your assessment due will be charged and posted to the account (interest rate is to be updated periodically to comply with Florida Law) will start to accumulate.
2. If no payment is received by the 10th day, a courtesy letter/e-mail will be sent to the owner stating that the assessment is past due and that if not paid by the 10th day there will be an interest on the deficit.
3. On the 15th day if the assessment is still unpaid, a final letter from the association will be sent stating that the assessment is over 15 days past due and the late charge has been imposed with interest accumulating at the allowed rate. The letter will also state that if the assessment is not paid by the 30th day, the debt will be turned over to the attorney for collection.
4. If by the 90th day payment has not been received, **THE OWNER WILL BE REFERRED TO THE ATTORNEY.**
5. The Association will direct its attorney to proceed with whatever legal means available to collect the monies due, including foreclosure and/or a personal claim against the homeowner.
6. The Attorney will then send a thirty (30) day notice advising the owner that if payment is not made within the time of the notice, a lien will be placed on their property for the amount due, plus interest, late fees and attorney's fees. After the thirty (30) days has expired, a second notice thirty (30) day notice shall be sent

advising a claim of lien has been recorded on the title of the property, and a foreclosure action will commence.

7. **ONCE THE DELINQUENT ACCOUNT IS REFERRED TO THE ATTORNEY, ALL COMMUNICATION BETWEEN THE ASSOCIATION AND THE DELINQUENT OWNER WILL BE THROUGH THE ATTORNEY.**
8. An account will not be current until all unpaid assessments, late fees, interest charges, collection and attorney fees are collected in full. Noncompliance with any payment plan or settlement, if any, will immediately negate the payment arrangement and the homeowner will immediately face the consequences as outlined above.
9. The owner and any future acquirers of the home are jointly and severally liable for all unpaid amounts on the account.
10. Any payment received by an association and accepted shall be applied **FIRST** to any interest accrued, then to any late fee, then to any costs and attorney's fees incurred in collection, and then to the delinquent assessment.
11. If the property is occupied by a tenant and the owner is delinquent in paying any assessment, interest, late fee, costs or attorney's fees, the Association may demand that the tenant pay the Association all rental payments until all delinquent amounts owed have been paid in full.
12. Notice shall be sent to tenant and owner via hand delivery or US mail. The obligation for the tenant to pay rents to the Association will begin upon receipt of notice. In the event tenant fails to provide the rental payment to the Association, the Association may commence an action for eviction of the tenant.

ENFORCEMENT

Every owner and occupant shall comply with these Rules and Regulations as set forth herein, and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, arbitration proceedings, fines, or any combination thereof. A fine of \$100 per violation will be assessed to the Unit, or at the maximum rate allowed under Florida law.

a) **Notice:** Association shall notify the owner or occupant of the infraction or infractions. The notice to members or lessee shall also set forth the provisions of the Declaration of Unit Owners, the Rules and Regulations, the Articles of Incorporation and/or of the By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association. The Notice shall also provide the date, time and location of the hearing by the committee that will hear from the Unit owner and/or lessee concerning the alleged violation.

b) Hearing: The non-compliance shall be presented to the Grievance Violation Committee and to the Board of Directors. Formal rules of evidence shall not apply. At this hearing, the Unit owner or lessee (as may be applicable) shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and review, challenge and respond to any material considered by the Association. A written decision of the Committee shall be submitted to the Unit owner or lessee not later than thirty (30) days after the Committee meeting.

c) Exclusive Remedy:

1. Enter upon the lot to performing the maintenance necessary to comply with the provisions hereof, which entry shall not be deemed as a trespass.
2. Contract with third persons to perform the maintenance necessary to bring the lot and its improvements in compliance with the above provisions, which said third persons may do without committing trespass. Prior to exercise to either remedy (1) or (2) above, the Board shall mail written notice to the lot owner at either address of the lot, or the last known address of the lot owner advising the lot owner of the defects, and shall not proceed with either of said remedies unless the lot owner has failed to correct within a period of fifteen (15) days after mailing of such notice. All costs of curing such defects, whether by the Board or third persons, shall be paid by the lot owner. The cost of curing such defects shall bear interest at the maximum rate allowed by law from the date such costs were incurred, sustained or expended by the Board, whichever is sooner, until paid. In addition, the owner of the lot shall be obligated to pay a reasonable attorney's fee and all costs of collection, in the event the sums due by the lot owner hereunder are collected through the services of an attorney.
3. The Association may suspend, for a reasonable time, the right of a Unit owner, lessee, guest or invitee, to use the common elements, common facilities, or any other Association property for failure to comply with any provision of the Declaration, By-Laws, Articles of Incorporation or reasonable Rules and Regulations of the Association.

GOVERNING DOCUMENTS

1. All Unit Owners and/or Residents must abide by all the restrictions, limitations and obligations as provided in the Declaration of Condominium, By-Laws and Articles of Incorporation.
2. Complaints regarding the services to the Condominium shall be made in writing mailed or sent via email to the management company.
3. No Unit owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he

attempt to send any of such employees upon personal business of such Unit owner or resident.

4. There shall be no solicitation by any person anywhere in the buildings for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors.

RULE CHANGES

The Directors of the Association reserve the right to change or revoke existing Rules and Regulations from time to time, as in their opinion shall be necessary or desirable for the safety and protection of the buildings and its occupants, and to promote cleanliness and good order of the property and to assure the comfort and convenience of the owners.

We, the Board of Directors, would like to encourage your suggestions and participation. We all have a joint interest in our community and it is in best interest to preserve it. If you would like to get involved in your community, please attend the Board of Directors monthly meetings.

PLEASE REFER TO YOUR ASSOCIATION DOCUMENTS FOR MORE DETAILED INFORMATION REGARDING THE RULES AND REGULATIONS AND ANY OTHER RULES AND REGULATIONS WHICH MAY NOT BE INCLUDED HEREIN.

Unit Owners of Gardens of Kendale Condominium

RE: Rules and Regulations and Amendment to Pet Restrictions

Dear Unit Owner:

On Monday, October 22, 2018, the Board of Directors of Gardens of Kendale Condominium Association, Inc. held a Board meeting. There was a quorum of members present and an amendment was approved to Section 17.3, Pet Restriction as follows:

Pets. If the Condominium Rules and Regulations permit, Unit Owners and Occupants shall be allowed to keep such pets provided that the maintenance of such pets in their Condominium Units shall not constitute a nuisance. It shall be the obligation of the Association to promulgate and enforce whatever rules and regulations it deems appropriate to prevent the abuse of the pet privilege by those Unit Owners and Occupants having pets. Any pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property forthwith upon written notice from the Board of Directors of the Association, acting through one of the duly elected Officers of the Association.

~~Except for dogs, which may be kept regardless of size or weight, without the consent of the Board, no~~ No Unit Owner may maintain any pets or animals in a Unit without the prior written consent of the Board. Consent, if given, may be revoked at any time with or without cause. No tenants, guests or invitees of an Owner shall be permitted to bring animals of any kind on the Condominium Property. Consent to keep a pet shall expire when the pet dies or is no longer kept by the Owner. No animals shall be allowed to commit a nuisance in any public portion of the Condominium Property. The term "pet" shall be limited to a dog, cat or small domestic bird. Dogs weighing over twenty-five (25) pounds are not permitted under any circumstances. Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

Also, approved the previously mailed Rules and Regulations with three corrections as follows:

1. A unit owner may display one 12 X 15 or smaller "for sale" or "for rent" sign inside the window of his unit.
2. Truck is also defined as a vehicle no longer than 20 feet.
3. No unit owner may place a lock on the front gate entrance of their unit. This is against county fire code.
4. All pets must be registered with the Association.

We ask that you keep this notice and the Rules for your records. Also, all existing pets must be registered with the Association no later than November 14, 2018.

Sincerely,
The Board of Directors