

# Serena Lakes Townhouse HOA, Inc.

## Documents:

- Declaration of Covenant
- Legal Description
- Articles of Incorporation
- Corporate By-Laws
- Rules & Regulations
- Amendments
- Owner Participation at Meeting Rules, Parking/Decal Rules & Pool Rules - 2007

Keep in your files and refer to this document with any questions you may have about the Association.

Please transfer this document to the new owner if you sell your property.

## DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 9<sup>th</sup> day of August, 1994, by WEITZER SERENA LAKES TOWNHOMES, INC., a Florida corporation, (hereinafter referred to as "Developer") which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I

Definitions

The following words when used in this Declaration and in the exhibits hereto, including the Articles of Incorporation and Bylaws (unless the context shall prohibit) shall have the following meanings:

1.1 "Association" shall mean and refer to WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

1.2 "Board" shall mean and refer to the Board of Directors of the Association, which Board shall be established and shall function in accordance with the Articles of Incorporation and the By-Laws of the Association.

1.3 "Building" shall mean two or more Residential Units that are attached to one another.

1.4 "Common Areas" shall mean and refer to all property owned by the Association and designated for the use and benefit of Owners, along with such additional parcels of land as may from time to time be designated by Developer as Common Areas under this Declaration, each such designated parcel to be by recorded instrument. The Common Areas shall include, without limitation, all portions of The Properties which are not part of a Lot (as hereinafter defined), and all improvements and landscaping, common roads and sidewalks, the Surface Water Management System (as hereinafter defined), Lakes and Lake Frontage (as hereinafter defined), entry features, signs erected by the Developer to identify WEITZER SERENA LAKES TOWNHOMES and special design features lying within public ways and such similar items or property which may hereafter be added by Supplemental Declaration

regardless of whether such items are capable of being legally described or lie within dedicated areas; together with all future additions thereto, and together with any improvements thereon. Public utility installations within Common Areas shall not be a part of the Common Area. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Developer deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Developer. The Common Area to be owned by the Association at the time of conveyance of the first Lot is legally described in Exhibit B.

1.5 "County" shall mean and refer to Dade County, Florida.

1.6 "Developer" shall mean and refer to Weitzer Serena Lakes Townhomes I, a Florida general partnership, and its successors and assigns. Weitzer Serena Lakes Townhomes I shall at all times have the right to specifically assign its interest and rights herein as Developer to any successor or nominee.

1.7 "Limited Common Areas" shall mean and refer to those portions of each Lot and each dwelling unit which are owned by an Owner and used exclusively by such Owner, but which shall be maintained by the Association in the same manner that the Common Areas are maintained by the Association. The Limited Common Areas shall include (i) all real property within any Lot lying in front of each Residential Unit less any paved area, and (ii) shall include any landscaping thereon. Limited Common Areas are within the boundary lines of each Lot and as such title and ownership of such Limited Common Areas are in the Owner of such Lot. Any alterations (landscape or otherwise) in the Limited Common Areas must be approved by the Architectural Control Committee.

1.8 "Lake" shall mean and refer to any lake located within The Properties.

1.9 "Lake Frontage" shall mean and refer to the shorelines of all lakes located within or abutting the Properties.

1.10 "Lot" shall mean and refer to any Lot on the various plats of portions of Weitzer Serena Lakes Townhomes, which plats are designated by Developer by recorded instrument to be subject to these covenants and restrictions; any Lot shown upon any resubdivision of any such plat; and any other property hereafter declared as a Lot by the Developer and made subject to this Declaration.

1.11 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 3.1 hereof.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

1.13 "Residential Unit" or "dwelling unit" shall mean and refer to any dwelling unit constructed on a Lot that may be erected on any parcel of land within The Properties, which land is designated by Developer by recorded instrument to be subject to these covenants and restrictions.

1.14 "The Properties" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth. The Properties shall be known as Weitzer Serena Lakes Townhomes.

## ARTICLE II

### Property Subject To This Declaration; Additions Thereto

Section 2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida, and is more particularly described in Exhibit A attached hereto, all of which real property, and all additions thereto, is herein referred to collectively as "The Properties." Developer may from time to time bring other land under the provisions hereof by recording an amendment hereto executed with the formalities of a deed in the Public Records of Dade County, Florida. Such additional land shall be added to The Properties upon the recording of such amendment, and it shall not be necessary for any other person (including, without limitation, Owners of Lots subject to this Declaration) to approve or consent to the addition of land to The Properties. Nothing herein shall obligate Developer to add to The Properties or to develop future portions of Weitzer Serena Lakes Townhomes, or prohibit Developer from rezoning or changing the development plans with respect to such future portions of the Properties.

## ARTICLE III

### Membership and Voting Rights in the Association

Section 3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity

who holds such interest merely as security for the performance of an obligation shall not be a Member of said Association.

Section 3.2 Voting Rights The Association shall have two (2) classes of voting Members:

Class A. Class A Members shall be all those Owners as defined in Section 3.1 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class-B. Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot owned by Developer, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B membership shall cease upon the sooner of (i) the sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Weitzer Serena Lakes Townhomes, or (ii) seven (7) years after the date of recording of this Declaration in the Public Records of Dade County, Florida, or (iii) at any time prior to that date at the election of the Developer.

#### ARTICLE IV

##### Property Rights in the Common Areas

Section 4.1 Ownership. The Common Areas shall be conveyed to the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties in the manner specified herein. Immediately prior to the conveyance of the first Lot in Weitzer Serena Lakes Townhomes to a bona fide third party purchaser, or sooner at Developer's option exercisable from time to time as to any portion or all of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer to the Association the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) and the Association shall accept such conveyance, holding title for the Owners as stated in the preceding sentence. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without cost to the general taxpayers of Dade County. It is intended that all real estate taxes against the Common Areas shall be proportionally assessed against and payable

as part of the taxes of the Lots within the Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Areas that Developer elects to build, and Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sales of all of The Properties. The Common Areas cannot be mortgaged or conveyed without the consent of two-thirds (2/3) of the Members (excluding the Developer). Absolute liability is not imposed on Lot Owners for damage to Common Areas or Lots on the Properties.

Section 4.2 Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member (including the immediate family residing with such Member), shall have a permanent and perpetual easement for the use and enjoyment of all Common Areas in common with all other Members of the Association, their tenants, agents and invitees. If ingress or egress to any Residential Unit is through the Common Area any conveyance or encumbrance of such area is subject to Lot Owner's easement.

The rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and Limited Common Areas in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded by Developer.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by any Owner and his designees for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations of the Association.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as provided in Article VIII hereof. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(d) The terms and conditions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

(e) The rights of the Developer provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

Section 4.3 Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each lot.

Section 4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas and any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, any recreational facilities, landscaping, paving, entry features, drainage structures, and other structures (except utilities); all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures, if any, shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility of the foregoing, the Association shall assume all of Developer's responsibility to the County of any kind with respect to the Common Areas, including, but not limited to, the entry features, and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V. Such assessments shall be assessed against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 4.5 Limited Common Areas. The Association shall be responsible for the maintenance of the Limited Common Areas. The Association shall have a permanent and perpetual easement over and across the Lots for the purpose of maintaining the Limited Common Areas.

Section 4.6 Utility Easements. Public Utilities may be installed underground in the Common Areas or Limited Common Areas when necessary for the service of The Properties or other land owned by the Developer, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4.7 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 4.8 Maintenance of Lake, Lake Frontage, and the Surface Water Management System. Without limiting the generality of the provisions of Section 4.4 hereof, the Lake Frontage and the Surface Water Management System shall be maintained by the Association, beginning upon the date these covenants are recorded, in a continuous and satisfactory manner without cost to the general taxpayers of Dade County, and without direct expense to the Owners of the Lots upon which the Lake Frontage or the Surface Water Management System are situated or abut, except for their share of the general common expenses. All Lot Owners shall be responsible for the payment of any taxes that may be assessed against the Surface Water Management System or Lake Frontage. All expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V. Except as provided herein to the contrary, such assessments shall be against all lots equally. No Owner may waive his right to use the Common Areas or otherwise escape liability for assessments for such maintenance under this Section.

(a) Lake Frontage. Subject to applicable governmental agency approval, the Association shall maintain the shorelines of all Lakes within the Properties in a neat and attractive manner, and shall keep the shoreline right-of-way free of weeds, tall grasses, trash and debris. The Association's maintenance responsibilities shall extend to the top of the bank of the Lakes. The areas to be maintained by the Association along the Lakes are sometimes referred to herein as the "Lake Frontages." No parking or vehicular use of the Lake Frontages shall be permitted.

(b) Surface Water Management System. The Surface Water Management System included within the Properties shall be owned by the Association and shall constitute a part of the Common Areas. The Association shall be responsible for the operation and maintenance of the Surface Water Management System. The cost of the operation and maintenance of the Surface Water Management System shall be paid for by the Association through assessments imposed in accordance with Article V. Notwithstanding anything in this Declaration to the contrary, any amendment of this Declaration which may affect the Surface Water Management System shall be subject to the prior approval of the South Florida Water Management District and Dade County.

(c) Lakes. The Lakes shall be dedicated to the Association and shall be maintained by the Association. Use of the Lakes shall have the following restrictions, conditions and limitations:

(i) No motorized vehicles except South Florida Water Management District maintenance vehicles shall be permitted on the Lakes.

(ii) No swimming or diving shall be permitted in the Lakes.

(iii) No bottles, cans, trash, or garbage of any kind or description shall be deposited in the Lakes, and no sewage, pollutant, fill or discharge of any nature whatsoever shall be drained, placed, or allowed to flow into the Lakes.

(iv) No docks, piers, boathouses, ramps, gazebos, marinas or structures of any other type shall be constructed in or adjacent to the Lakes unless approved by the Architectural Control Committee and permitted by the County of Dade.

(v) No use shall be made of the Lakes nor shall anything be done in or on the Lakes, which may be or become an annoyance or nuisance to the Association or to the Owner of any Lot abutting a Lake.

(vi) It shall be the affirmative obligation of each Owner of a Lot abutting a Lake to maintain the Lakefront portion of his Lot in a neat and attractive manner, free and clear of garbage, trash, and unsightly conditions which would detract from the appearance or enjoyment of the Lake.

## ARTICLE V

### Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation for the Assessments. Except as provided in Section 5.8 hereof, the Developer for each Lot owned by it within The Properties hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas and maintenance, operation and management of the Limited Common Areas as provided in Article IV hereof, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 5.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner(s) of

such property. All assessments, both regular and special, shall be imposed equally against all Lots within The Properties (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas and maintenance of the Limited Common Areas as provided in Article IV hereof, and for capital improvements as provided in Section 5.3.

Section 5.3 Capital Improvements. Funds which are necessary for capital improvements and expenditures relating to the Common Areas and which have not previously been collected as reserves or which are not otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the entire Board of Directors of the Association.

Section 5.4 Date of Commencement of Annual Assessments; Due Dates The annual assessments provided for in this Article V shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association. The assessment amount may be changed at any time by said Board from that originally stipulated. The assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under section 5.3 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 5.5 Duties of the Board of Directors. The Board of Directors of the Association shall fix the due date and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to any emergency assessment.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such

certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Residential Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 5.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any assessment is not paid on the date when due then such assessment shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot against which the assessment was levied, which lien shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided, further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all sums due shall bear interest from the dates when due until paid at the highest lawful rate permitted by Florida law. The Association may bring an action at law against the Owner(s) personally obligated to pay such delinquent assessments or may record a claim of lien against the Lot on which the assessments and late charges are unpaid, or may foreclose the lien against the Lot on which the assessments and late charges are unpaid (in a similar manner as the foreclosures of a mortgage), or pursue one or more of such remedies at the same time or successively. There shall be added to the amount of such assessment attorneys' fees and costs in regard to preparing and filing the claim of lien, all costs incurred in any efforts to collect such assessment (whether or not involving litigation), and the costs in regard to preparing and filing the complaint in any action to foreclose a claim of lien; and in the event of judgment is obtained, such judgment shall include interest on the assessment as provided herein and a

reasonable attorneys' fee to be fixed by the court together, the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal in such action.

In addition to the rights of collection of assessments set forth in this Section 5.6, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such times as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchaser contemplated by Section 5.7 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

5.7 Subordination of the Lien. The lien of any assessment provided for in this Article V shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot and is in favor of any institutional lender and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 5.7 shall be deemed to be an assessment divided among, payable by and a lien against all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

5.8 Effect on Developer. Notwithstanding any provisions that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the Developer shall not be liable for assessments against such Lots, provided that the Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments of deficits.

5.9 Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interest may appear, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

5.10 Contribution to Operating Reserve. At the closing of title to each Lot sold by Developer, the Owner of the Lot shall pay a one-time charge of \$75.00 to the operating reserve fund of the Association. Each Lot Owner shall pay the \$75.00 charge on each Lot acquired by Owner. All contributions to the operating reserve fund shall be held by the Association as an operating reserve for common expenses or capital improvements, and said reserve shall be used and applied by the Association from time to time as it may be needed toward meeting deficits and such other common purposes as the Association may deem necessary.

## ARTICLE VI

### Architectural Control Committee; Limited Common Areas; Easements

Section 6.1 Land Use and Building Type. No Lot shall be used except for residential purposes and no building constructed on a Lot shall be used except for residential purposes. The Developer shall in its sole discretion determine the type of dwelling unit to be erected on each Lot. Temporary uses of Lots by Developer for model homes, construction trailers, sales trailers, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent

cessation of such uses takes place. No changes may be made to buildings erected by the Developer (except if made by the Developer) without the consent of the Architectural Control Committee as provided herein.

Section 6.2 Architectural Control Committees. The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC") which shall have six (6) committee members appointed by the Board of Directors of the Association. Three (3) members shall constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. The ACC shall be responsible for the review and approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the ACC seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by certified mail, return receipt requested, addressed to the Weitzer Serena Lakes Townhomes ACC, C/O Weitzer Serena Lakes Townhomes, 4960 S.W. 72 Avenue, Suite 401, Miami, Florida 33155 or to such other address as may be designated from time to time by the Board of Directors or by the ACC. The ACC shall act on submissions to it within thirty (30) days after receipt of the same, or else the request shall be deemed approved. The decision of the ACC as to any submission shall be final.

Section 6.3 No Alteration to Limited Common Areas. In order to maintain the uniform appearance of the Lots, No Owner shall make any change to the exterior surface of a dwelling unit or to the

landscaping installed by Developer on the Limited Common Area surrounding each Lot without the prior written approval of the ACC. Pursuant to Section 4.5 hereof, the Association shall maintain all Limited Common Areas of each Lot and the cost thereof shall be paid by all Owners as part of the annual assessment to be collected by the Association.

Section 6.4 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats of The Properties and as are provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installation for which a public authority or utility company is responsible. Metro Dade County Utilities Water Department, Florida Power and Light Company, Southern Bell Telephone and Telegraph Company, the Association and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduit, under and through the utility easements as shown on the plats. Developer, its successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio and television lines. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground. Easements are hereby reserved and granted to Developer, its agents, employees, and contractors or other designees of Developer, to enter upon any portion of the Properties for the purpose of inspection of any existing improvements or construction of additional improvements upon any of the Properties. Notwithstanding the foregoing, no such easement shall be granted or deemed to exist which shall cause any buildings or permanent structures, which have been constructed (i) in accordance with this Declaration; and (ii) prior to the use of such easement; to be materially altered or detrimentally affected thereby.

## ARTICLE VII

### Party Walls, Roofs

Section 7.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of each dwelling unit (including fences, if any) upon The Properties and placed on the dividing line between the Lots shall constitute a party wall,

and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

Section 7.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of Lots abutting same.

Section 7.3 Roof Repair and Maintenance. The cost of any reasonable repair and maintenance of a roof will be shared equally among the Owners of the Building in which the roof repair is needed unless the individual Lot Owner caused the damage. In that event, that Unit Owner will be solely responsible for the cost of repair.

Section 7.3 Destruction by Fires or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owner of the other adjoining Lot shall contribute equally to pay such excess, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.4 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of the Articles, any other affected Owner is entitled to file a lien in the Public Records against the Lot of the defaulting Owner in the amount of such share plus attorney's fees and costs, and such lien may be foreclosed in the same manner as the lien of a mortgage.

Section 7.5 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators and shall be binding.

Section 7.6 Alterations. The Owner of any Lot sharing a party wall with an adjoining Lot shall not cut openings in the party wall, nor make any alterations, additions or structural changes in the party wall without consent from the Owner of such adjoining Unit and the ACC.

Section 7.7 Perpetual Use. Each common wall to be constructed on the dividing line between the Lots is to be and

remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.

Section 7.8 Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent Lot to effect necessary repairs and reconstruction.

Section 7.9 Location of Reconstruction. Whenever a party wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be the same size and of the same or similar materials and of like quality.

#### ARTICLE VIII Rules and Regulations

Section 8.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated herein.

Section 8.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas.

Section 8.3 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner in writing of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors or of a delegated committee to handle infractions, at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall

hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00)
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00)
- (3) Third and subsequent non-compliance, or violation which are of a continuing nature: a fine not in excess of One Thousand Dollars (1,000.00)

(d) Payment of Penalties: Fines shall be paid not later than five days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article V hereof.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Board of Directors May Delegate Responsibility: All acts to be performed by the Board of Directors pursuant to this Section 8.3 may be delegated by the Board to a committee appointed by the Board to handle infractions.

Section 8.4 Initial Rules and Regulations. Attached hereto as Exhibit E are the initial rules and regulations of the Association which are incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board.

ARTICLE IX  
General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, the the Architectural Control Committee, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety- nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of the Lots agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Committee.

Section 9.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

Section 9.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of a certificate of amendment executed by the Developer, for so long as it holds title to any Lot affected by this Declaration, together with the consent and joinder in such amendment by the Acquiring Party (as hereinafter defined) which consent shall not unreasonably be withheld and shall be granted or denied in three (3) business

days. If denied, the reason for denial shall be given to Developer. If the Acquiring Party does not respond in three (3) business days, the amendment shall be deemed approved; or alternatively, by approval of at least two-thirds (2/3) of the Members of the Association in attendance at a meeting at which a quorum of Members is present, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment to this Declaration shall be effective upon the recording in the public records of Dade County, Florida of a certificate of amendment, executed with the formalities of a deed by either the Developer or by any officer of the Association.

Section 9.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 9.7 Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

Section 9.8 Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity for the purpose of removing certain portions of The Properties from the provisions of this Declaration. Notwithstanding the foregoing, the consent and joinder of the Acquiring Party (as hereinafter defined) shall be required which consent shall not unreasonably be withheld and shall be granted or denied in three (3) business days. If denied, the reason for the denial shall be given to Developer. If Acquiring Party does not respond in three (3) business days, the amendment shall be deemed approved.

Section 9.9 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and the amendment of this Declaration.

Section 9.20 Acquiring Party. In the event that any party which has financed the acquisition by Developer of The Properties (the "Acquiring Party") acquires title to any Lot(s) owned by the Developer as a result of the foreclosure of a mortgage(s), thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Developer hereunder (and under the Articles of Incorporation, By-laws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or

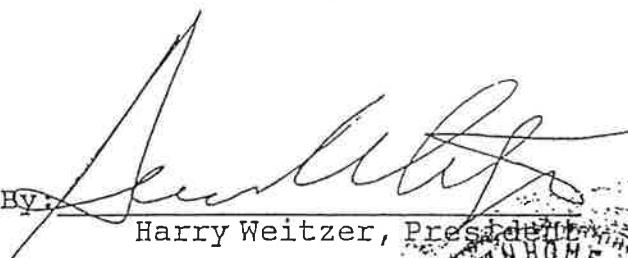
OFF. REC. 16599 PC 5693

anything to the contrary contained in this Declaration (or in the aforesaid Articles of Incorporation, By-laws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations or warranties of the Developer under this Declaration (or the Articles of Incorporation, By-laws or Rules and Regulations) or for any liabilities, acts or omissions of Developer. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles of Incorporation, By-laws or Rules and Regulations).

EXECUTED as of the date first above written.

Signed in the presence of: WEITZER SERENA LAKES TOWNHOMES, INC.  
a Florida corporation

Evelle Burkside  
George J. Con

By:   
Harry Weitzer, President  
(Seal)



OFF: 16599 PG 5694  
REC:

ACKNOWLEDGEMENT

STATE OF FLORIDA      )  
                            )SS:  
COUNTY OF DADE        )

The foregoing instrument was acknowledged before me, this  
26 day of August, 1994, by Harry Weitzer, President  
of Weitzer Serena Lakes Townhomes, Inc., a Florida corporation, on  
behalf of the corporation.

My Commission Expires:

  
Laura A. Gangemi  
Notary Public, State of Florida



OFF. 16599 PG. 5695  
REC. 16471

JOINDER AND CONSENT OF MORTGAGEE

BARNETT BANK OF SOUTH FLORIDA, N.A., a National Banking Association, the holder of that certain Real Estate Mortgage and Security Agreement dated August 9, 1994 and recorded on August 11, 1994 in Official Records Book 16471, Page 1286 of the Public Records of Dade County, Florida (the "Mortgage") hereby joins in and consents to the execution and recording of the Declaration of Covenants and Restrictions for Weitzer Serena Lakes Townhomes attached hereto (the "Declaration").

By execution of this Joinder and Consent of Mortgagee, Barnett Bank of South Florida, N.A. hereby subordinates the lien of the Mortgage to the covenants and restrictions set forth in the Declaration as same may be hereinafter amended from time to time.

IN WITNESS WHEREOF, this Joinder and Consent of Mortgage has been executed this 25 day of August, 1994.

Barnett Bank of South Florida, N.A.  
a National Banking Association

Witnesses:

Rita M. Sardina  
Peggy L. Baisch

By:

Peggy L. Baisch  
Name: Peggy L. Baisch  
Title Vice President

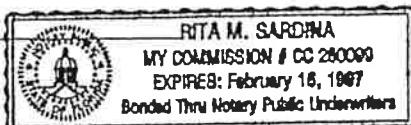
ACKNOWLEDGEMENT

STATE OF FLORIDA      )  
                              ) SS:  
COUNTY OF DADE      )

The foregoing instrument was acknowledged before me this 26 day of August, 1994 by Peggy Baisch as Vice - President of Barnett Bank of South Florida on behalf of the Bank.

Rita M. Sardina  
Notary Public State of Florida at Large

My Commission Expires:



OFF: 16599 PG 5696  
REC:

EXHIBITS AND SCHEDULES

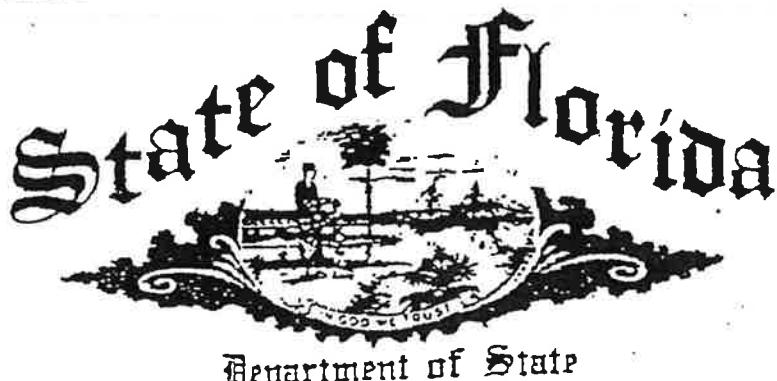
- Exhibit A: Legal Description of Weitzer Serena Lakes Townhomes
- Exhibit B: Legal Description of Common Areas capable of being legally described
- Exhibit C: Articles of Incorporation of Weitzer Serena Lakes Townhomes Homeowners Association, Inc.
- Exhibit D: By-Laws of Weitzer Serena Lakes Townhomes Homeowners Association, Inc.
- Exhibit E: Rules and Regulations

OFF. REC. 16599 PG 5697

EXHIBIT A

LEGAL DESCRIPTION OF  
WEITZER SERENA LAKES TOWNHOMES

All of WEITZER SERENA LAKES TOWNHOMES, Section One, according to  
the Plat thereof, recorded in Plat Book 145, Page 96, of the  
Public Records of Dade County Florida.



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION INC., a Florida corporation, filed on November 22, 1993, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H93000009421. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N93000005280.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-second day of November, 1993

Authentication Code: 493A00139463-112293-N93000005280-1/1



A handwritten signature in black ink that reads "Jim Smith".  
Jim Smith  
Secretary of State

EXHIBIT C  
ARTICLES OF INCORPORATION

OF

Weitzer Serena Lakes Townhomes Homeowners Association, Inc.

The undersigned incorporators, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be Weitzer Serena Lakes Townhomes Homeowners Association, Inc., which is hereinafter referred to as the "Association."

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEITZER SERENA LAKES TOWNHOMES recorded (or to be recorded) in the Public Records of Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in the Weitzer Serena Lakes Townhomes community and to maintain the Common Areas and Limited Common Areas thereof for the benefit of the Owners who become Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Declaration and to provide for the maintenance, management, operation, preservation, and architectural control of The Properties described in the Declaration, including, without limitation, the power to:

- a. Own and convey property;
- b. Operate and maintain the Common Area;
- c. Establish rules and regulations;

d. Assess members of the Association and enforce said assessments;

e. Sue and be sued;

f. Enter into contracts to provide the services for operation and maintenance of the Properties and the Association, and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all other powers necessary for the purposes for which the Association is organized.

All definitions set forth in the Declaration are incorporated herein by this reference, and all terms used herein which are defined in the Declaration shall have the meaning set forth in the Declaration.

### ARTICLE III

#### MEMBERS

Section 1. Membership. Every person or entity which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of Weitzer Serena Lakes Homes, a Florida partnership herein referred to as the "Developer" (as long as the Class B membership shall exist and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B membership shall cease and terminate upon the sooner of (i) the sale and conveyance of seventy five percent (75%) of the Lots developed or to be developed in Weitzer Serena Lakes Townhomes or (ii) seven (7) years after the

date the Declaration is recorded in the Public Records of Dade County, or (iii) any time prior thereto at the election of the Developer.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if one-third (1/3) of the total number of Members in good standing shall be present or represented at the meeting.

#### ARTICLE IV

#### CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, all assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

#### ARTICLE V

#### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, ~~but as many persons as the Board of Directors shall from time to time determine.~~ A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until such time as the Developer no longer holds the majority of the votes to be cast by the Members of Association, shall be as follows:

Name	Address
Harry Weitzer	4960 S.W. 72nd Avenue Miami, Florida 33155
Estelle Burnside	4960 S.W. 72nd Avenue Miami, Florida 33155
George J. Coren	4960 S.W. 72nd Avenue Miami, Florida 33155

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership

OFF. REC. 16599pc5703

as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal from office of directors. All directors shall be members of the Association residing in Weitzer Serena Lakes Townhomes shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Except for the first Board of Directors, Members elected to the Board of Directors shall hold office for the terms set forth in the By-Laws.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired time.

## ARTICLE VI

### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election of officers, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u> <u>and Treasurer:</u>	Harry Weitzer 4960 S.W. 72nd Avenue Miami, Florida 33155
<u>Vice-President:</u> <u>and Secretary:</u>	Estelle Burnside 4960 S.W. 72nd Avenue Miami, Florida 33155

ARTICLE VII

BY-LAWS

The board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by vote of at least 2/3 of the members of the Association, provided that as long as the Developer owns any Lot affected by these Articles, the Developer's consent must be obtained if such amendment, in the sole discretion of the Developer, affects its interests.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE IX

INCORPORATORS

The names and addresses of the Incorporators of the Association are:

<u>Name</u>	<u>Address</u>
Harry Weitzer	4960 S.W. 72nd Avenue Miami, Florida 33155
Estelle Burnside	4960 S.W. 72nd Avenue Miami, Florida 33155

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or

agent of the Association, against expenses (including attorney's fees and appellate attorney's fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption (i) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association; or (ii) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association

would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X may not be amended.

ARTICLE XI

REGISTERED AGENT

Until changed, Harry Weitzer shall be the registered agent of the Association and the registered office shall be at 4960 S.W. 72nd Avenue, Miami, Florida 33155.

ARTICLE XII

FHA/VA APPROVAL

As long as there is Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of the Common Areas, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

---

HARRY WEITZER

---

ESTELLE BURNSIDE

STATE OF FLORIDA              )  
                                    ) SS:  
COUNTY OF DADE                )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by Harry Weitzer and Estelle  
Burnside.

---

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

---

OFF. REC. 16599 PG 5707

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

Weitzer Serena Lakes Townhomes Homeowners Association, Inc. desiring to organize under the laws of the State of Florida with its registered office, as indicated in the foregoing articles of Incorporation, at Miami, Dade County, Florida, has named Harry Weitzer, located at 4960 S.W. 72nd Avenue, Miami, Dade County, Florida, as its statutory registered agent.

Having been named the Statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida Law relative to keeping the registered office open.

---

HARRY WEITZER

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

OFF 16599 PC 5708

CERTIFICATE OF AMENDMENT TO  
THE ARTICLES OF INCORPORATION OF  
WEITZER SERENA LAKES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

Weitzer Serena Lakes Townhomes Homeowners Association, Inc., a not for profit corporation, under its corporate seal and the hand of its President, Harry Weitzer, and its Secretary, Estelle Burnside, hereby certify that:

The Board of Directors of the corporation by unanimous written consent resolution dated August 8, 1994, adopted the following amendments to the Articles of Incorporation:

RESOLVED, that Article VIII of the Articles of Incorporation of Weitzer Serena Lakes Townhomes Homeowners Association, Inc., a Florida not for profit corporation be, and the same hereby is, deleted in its entirety and that a new Article VIII be, and same hereby is, adopted as follows:

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by vote of at least 2/3 of the members of the Association, provided that as long as the Developer owns any Lot affected by these Articles, the Developer's consent and joinder and consent of the Acquiring Party (as defined in the Declaration) must be obtained if such amendment, in the sole discretion of the Developer, affects its interests. Notwithstanding the foregoing, the consent of the Acquiring Party shall be granted or denied within three (3) business days. If denied, the reason for denial shall be given to Developer. If the Acquiring Party does not respond in three (3) business days, the amendment shall be deemed approved.

OFF. 16599 REC. 5709

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, the said corporation has caused this certificate to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary this 8th day of August, 1994.

(Seal)

\_\_\_\_\_  
Harry Weitzer, President

Attest: \_\_\_\_\_  
Estelle Burnside, Secretary

STATE OF FLORIDA                            )  
COUNTY OF DADE                            ) SS

BEFORE ME, a notary public, authorized to take acknowledgements in the state and county set forth above, personally appeared, Harry Weitzer and Estelle Burns, to me well known and known to me to be the persons who executed the foregoing Certificate of Amendment as President and Secretary respectively of the corporation, and they acknowledged to and before me that they executed such instrument as such officers and on behalf of the said corporation.

WITNESS my hand and official seal this 8th day of August, 1994.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

EXHIBIT D

BY-LAWS

Weitzer Serena Lakes Townhomes Homeowners Association, Inc.

A Corporation Not for Profit  
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Declaration described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Declaration described in the Articles of Incorporation of the Association are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 4960 S.W. 72ND Avenue, Miami, Florida 33155.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section I of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, The Properties against which such assessments are made as provided by Article V of the Declaration.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Except for the first Board of Directors, the directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. The initial Board of Directors of the Association shall consist of three (3) directors, who shall serve as directors until such time as the Developer no longer holds the majority of the votes to be cast by the Members of the Association, or sooner at the Developer's option. When the Developer no longer holds the majority of votes, the number of directors shall consist of not less than three (3) persons, but as many as the Board of Directors shall from time to time determine. A majority of the directors shall constitute a quorum for the transaction of business.

Section 3. Any director may be removed from office at any time with or without cause by the affirmative vote of a majority of the Members present in person or by proxy at a duly convened meeting of the Association.

Section 4. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the directors elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the directors elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each director elected, stating the time, place and object of such meeting.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 6. No notice shall be required to be given of any regular meeting of the Board of Directors.

REC.16599 PC 5712

Section 7. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade County, Florida, and at any time.

Section 8. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all Directors.

Section 9. Directors (including designees of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

## ARTICLE V

### OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all monies and

securities of the Association. He shall enter on the books of the Association, to be kept by him for the purpose, full and accurate account of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

## ARTICLE VI

### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of February in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, The Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire membership, or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. At any meeting, the presence in person or by proxy of Members entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such owners as the person authorized to cast the vote attributable to such Lot.

## ARTICLE VII

### BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during reasonable business hours.

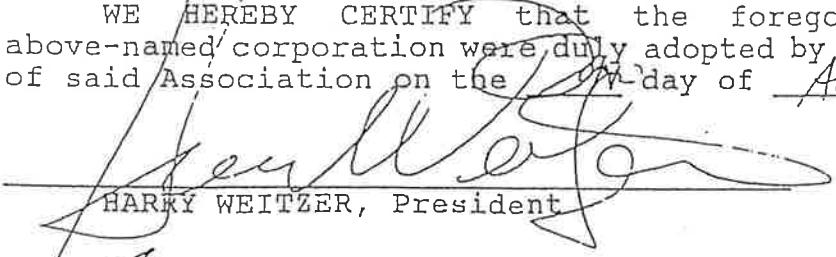
## ARTICLE VIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, By-Law provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration referred to herein may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation without the consent of the Members or the Board as long as the Developer owns any Lot, together with the consent and joinder in such amendment by the Acquiring Party (as defined in the Declaration) which consent shall not unreasonably be withheld and shall be granted or denied in three (3) business days. If denied, the reason for denial shall be given to Developer. If Acquiring Party does not respond in three (3) business days, the amendment shall be deemed approved. For so long as there is a Class B membership, HUD/VA has the right to veto amendments.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 20th day of August, 1994.

  
HARRY WEITZER, President

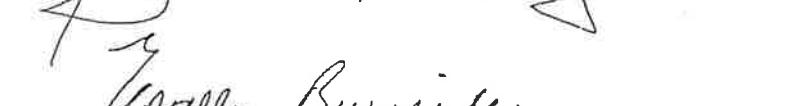
  
ESTELLE BURNSIDE, Secretary

EXHIBIT E

TO

THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR WEITZER SERENA LAKES TOWNHOMES

RULES AND REGULATIONS

1. No Owner may lease a Lot or any portion thereof, nor permit it to be used for transient accommodations. No Lot, or any portion thereof, may be leased by an owner for a period of less than six (6) months. Any lease shall be written, shall be for the entire Lot and not just a portion thereof, and must require the lessee abide by the Declaration and all exhibits.

2. In the event that an Owner leases his Lot in accordance herewith, the Owner shall deposit in escrow with the Association a Common Area security deposit in the amount of \$500.00, which security deposits may be used by the Association to repair any damage to the Common Areas resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner of a lot will be jointly and severally liable with his tenant to the Association for any amount in excess of \$500.00 which is required by the Association to make repairs or to pay any claim for injury or property damage caused by tenant's negligence. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant (and all subsequent tenants of Owner) permanently move out.

3. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

4. The personal property of Owners must be stored in their respective dwelling units.

5. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any dwelling unit or Lot and no liens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the dwelling unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or Lot, except that laundry may be hung from clotheslines which are not visible from the public rights-of-way.

6. No owner shall permit anything to fall, nor sweep or throw, from the dwelling unit any dirt or other substance onto the Lot or Common Areas.

OFF. 16599-5716  
REC.

7. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

8. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

9. No vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of vehicles shall be made thereon.

10. No owner shall make or permit any disturbing noises in the Common Areas and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residential Unit or on his Lot or in the Common Areas or facilities in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

11. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than two (2) square feet advertising The Property for sale or for rent (in locations and in accordance with design standards approved by the appropriate ACC), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed in the window of, or on the outside walls any residential Unit or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except signs used or approved by the Developer.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Area, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Common Areas. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of The Properties subject to this Declaration.

13. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

14. No tent, trailer, shed or other structure of a temporary character shall be permitted on The Properties at any time, other than those structures which may be installed or used by the Developer during construction. No mobile home or recreational vehicle on The Properties shall be used at any time as a residence, either temporarily or permanently, except by the Developer during construction.

15. No exterior antennae shall be permitted on any Lot or improvement thereon, or in the Common Areas, except that Developer shall have the right to install and maintain community antennae and radio and television lines and temporary communications systems.

16. No electronic equipment may be permitted in or on any dwelling unit or Lot which interferes with the television or radio reception of another dwelling unit.

17. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the dwelling unit or on the Lot, except as approved by the Architectural Control Board.

18. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or in the Common Areas, except for use in barbecuing.

19. An owner who plans to be absent during the hurricane season must prepare his dwelling unit and Lot prior to his departure by designating a responsible firm or individual to care for his dwelling unit and Lot should the dwelling unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

20. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his dwelling unit.

21. No garbage refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Dade County for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

22. No clothing, laundry or wash shall be aired or dried on any portion of The Properties visible from the public rights-of-way.

23. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as may be approved by the appropriate ACC for energy conservation purposes.

24. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other Owner. No pet shall be permitted outside of its Owner's dwelling unit unless attended by an adult and on a leash not more than six (6) feet long. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Pets shall also be subject to all other applicable rules and regulations.

25. All persons using any pool on the Common Areas shall do so at their own risk. All children under sixteen (16) years of age must be accompanied by a responsible adult. Pets are not permitted in the pool or pool area under any circumstances.

26. Children will be the direct responsibility, of their parents or legal guardians, including full supervision of them while within the Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under sixteen (16) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

27. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any 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, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole

OFF.16599 PG 5719  
REC.

discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

28. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the Lots owned by either the Developer or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
HARVEY RUVIN,  
Clerk of Circuit & County  
Courts

CERTIFICATE OF AMENDMENT BY DEVELOPER  
TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS  
ASSOCIATION INC.

This Certificate of Amendment is made this 13<sup>th</sup> day of November, 1995 by WEITZER SERENA LAKES TOWNHOMES, INC., a Florida Corporation (herein referred to as "DEVELOPER") to the Declaration of Covenants and Restrictions For Weitzer Serena Lakes Townhomes Homeowners Association, Inc. which was recorded under Clerk's file number 94R560073 on December 5, 1994 at Official Records Book 16599 Page 5674 of the Public Records of Dade County, Florida and pertaining to the property legally described as:

All of Weitzer Serena Lakes Townhomes, Section One, according to the Plat thereof, recorded in Flat Book 145, Page 96 of the Public Records of Dade County, Florida.

It is hereby provided that to the extant of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration of Covenants and Restrictions, it is hereby provided that the terms of this Amendment shall prevail.

In accordance with Section 9.5 Amendment of the Declaration of Covenants and Restrictions, the Developer hereby amends said Declaration of Covenants and Restrictions by the execution and recordation of the within certificate of amendment executed by Developer (which holds title to lots affected by said Declaration, together with the consent and -joinder of such persons as required under said Declaration). The said Declaration is hereby amended to provide as follows:

1. Section 5.7 of the Declaration of Covenants and Restrictions is hereby amended by adding the following sentence at the end of said paragraph:

"Notwithstanding any other provision contained herein to the contrary, it is hereby provided that:

(a) The lien of any assessment provided under this Declaration is subordinate to the Lien Of any first mortgage;

(b) Mortgagees are not required to collect assessments;

OFF. REC. 16999 1116

(c) Failure to pay assessments does not constitute a default under a mortgage insured by and under Housing and Urban Development (HUD), Federal Housing Administration (FHA) or Veterans Administration (VA) of the United States.

2. Article XIX of the Declaration of Covenants and Restrictions is hereby amended by adding Section 3.3 to the end of said Article which shall read as follows:

"Section 3.3 Enforcement of Covenants by Lot Owners  
Notwithstanding any other provision contained herein to the contrary, it is hereby provided that each lot owner is empowered to enforce the covenants set forth in this Declaration."

3. Section 4.1 of the Declaration of Covenants and Restrictions is hereby amended by adding the following sentence after the first complete sentence set forth in said Section:

"Notwithstanding any other provision contained herein to the contrary, it is hereby provided that the common areas shall be conveyed to the association free and clear of all encumbrances before HUD insures the first mortgage in the Planned Unit Development."

The foregoing Certificate of Amendment is executed as of the date first above written.

Signed in the presence of:

William  
Print: Rose Harover  
Candace Savitz  
Print: CANDACE SAVITZ

a Florida corporation

By:

Harry Weitzer, President

(Seal)



INC.

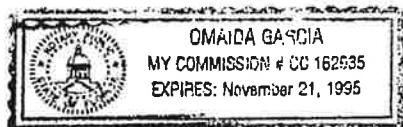
OFF. 16999 REC. 1117

ACKNOWLEDGEMENT

STATE OF FLORIDA              }  
                                  | ss:  
COUNTY OF DADE              }

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 1995 by Barry Weitzer, personally known to me to be the President of LAKES TOWNHOMES, INC., a Florida corporation, who was authorized and empowered and did execute this document before me on behalf of the corporation.

*Omaira Garcia*  
Notary Public - State of Florida  
My commission expires:



WAIVER AND CONSENT OF MORTGAGEE TO  
DEVELOPER'S AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS  
ASSOCIATION, INC.

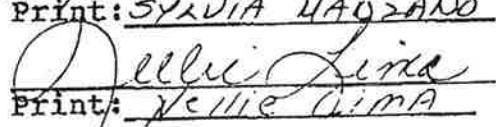
**BARNETT BANK OF SOUTH FLORIDA, N.A.**, a National Banking Association, the holder of that certain Real Estate Mortgage and Security Agreement dated **August 9, 1994** and recorded on August 11, 1994 in Official Records Book 16471, Page 1286 of the Public Records of Dade County, Florida (the "Mortgage") hereby joins in and consents to the execution and recording of the attached Certificate of Amendment to the Declaration of Covenants and Restrictions For Weitzer Serena Lakes Townhomes Homeowners Association, Inc. which was recorded under Clerk's file number **94R560073** on December 5, 1994 at Official Records Book 16599 **Page 5674** of the Public Records of Dade County, Florida and pertaining to the property legally described as:

All of Weitzer Serena Lakes Townhomes, Section One, according to the **Plat** thereof, recorded in **Plat** Book 145, Page 96 of the Public Records of Dade County, **Florida**.

By execution **of** this Joinder and Consent of Mortgagee, **Barnett** Bank of South Florida, **N.A.** hereby subordinates the lien of the **Mortgage** to the covenants and restrictions set forth in the Declaration **and** this Amendment

In witness whereof this Joinder and Consent of Mortgagee has been executed this 17<sup>th</sup> day of **November**, 1995.

**Witnesses:**

  
Print: SYLVIA MANSANO  
  
Print: LESLIE LIRA

**Barnett** Bank of South Florida, **N.A.**  
a National Banking Association

By:

  
Name: MARK LEIDER  
Title: VICE PRESIDENT

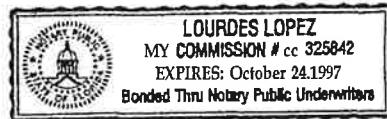
OFF. 16999 PC 1119

ACKNOWLEDGEMENT

STATE OF FLORIDA      }  
                            } ss:  
COUNTY OF DADE        }

The foregoing instrument was acknowledged before me this 17 day of November, 1995 by NOVEMBER, personally known to me (or who identified him/herself by Florida Driver's License No. Knowm to me.) to be the VICE - PRESIDENT of Barnett Bank of South Florida, N.A., a National Banking Association, who was authorized and empowered and did execute this document before me on behalf of the said mortgagee.

  
Notary Public - State of Florida  
My commission expires:



RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
Clerk of Circuit & County  
Courts

This instrument prepared by:  
5901 NW 151 Street, Suite 120  
Miami, Lakes, Florida 33014

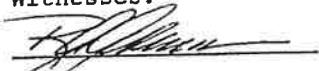
OFF. REC. 17061 PG 1047  
AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

96RÜ19090 1996 JAN 12 16:27

THIS AMENDMENT, is made this 7 day of Sept 995, by  
WEITZER SERENA LAKES TOWNHOMES, INC., a Florida corporation,  
hereinafter called "Developer", and is being made pursuant to  
Section 1.4, of the Declaration of Covenants and Restrictions for  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

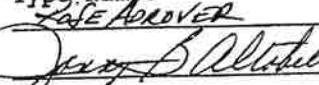
("Declaration") dated August 9, 1994, and recorded December 5, 1994  
in Official Records Book 16599, at Page 5674, of the Public Records  
of Dade County, Florida. Developer hereby declares that Exhibit  
"A" of the Declaration, legal description of The Properties, is  
hereby modified to include the real property described in Exhibit  
"A" attached hereto.

Witnesses:



WEITZER SERENA LAKES TOWNHOMES, INC.  
a Florida corporation

Type Name:



Type Name:

JONNY B. ALTOBELL

By:

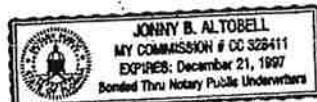
Harry Weitzer, President  
5901 N. W. 151 Street  
Suite 120  
Miami, Florida 33155-1954



STATE OF FLORIDA )  
COUNTY OF DADE ) ss:  
                      )

BEFORE ME, the undersigned authority, personally appeared  
HARRY WEITZER, President of WEITZER SERENA LAKES TOWNHOMES, INC.,  
a Florida corporation, and he acknowledged to me the execution of  
the foregoing before me this 7 day of Sept 995, on behalf  
of the corporation. He is personally known to me and did not take  
an oath.

SEAL:



By:

Notary Public,  
State of Florida

Print Name: JONNY B. ALTOBELL

## EXHIBIT "A"

OFF: 17061 PC REC: 1048

KNOW ALL MEN BY THESE PRESENTS: That WEITZER SERENA LAKES TOWNHOMES, INC., a Florida corporation, has caused to be made this plat entitled "WEITZER SERENA LAKES TOWNHOMES PHASE II" the same being a resubdivision of the following described property:

## LEGAL DESCRIPTION:

A portion of Tract "E" of "Three Lakes" according to the plat thereof as recorded in Plat Book 140 at Page 83 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the centerline intersection of S.W. 176th Street and S.W. 142nd Avenue, said point also being the center of Section 34, Township 55 South, Range 40 East, as shown on said Plat of "Three Lakes"; thence S02°07'11"E along said centerline of S.W. 142nd Avenue and the West line of the Southeast 1/4 of said Section 34, as a basis of bearing, for 56.84 feet; thence N87°52'49"E for 35.00 feet to its intersection with the East right-of-way line of said S.W. 142nd Avenue; thence N87°35'16"E for 299.94 feet; thence N66°59'02"E for 340.14 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence N07°21'32"E for 943.58 feet; thence N05°45'00"W for 206.19 feet to its intersection with the South right-of-way line of S.W. 172nd Street, as shown on said Plat of "Three Lakes"; thence run the following five courses along the South and Southwesterly right-of-way line of S.W. 172nd Street and along the West right-of-way line of S.W. 139th Avenue; thence N84°15'00"E for 146.56 feet to a point of curvature; thence 349.87 feet along the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 72°53'40" to a point of reverse curvature; thence 143.10 feet along the arc of a curve to the left, said curve having a radius of 535.00 feet, a central angle of 15°19'33" to a point of reverse curvature; thence 177.05 feet along the arc of a curve to the right, said curve having a radius of 270.00 feet, a central angle of 37°34'12" to the point of tangency; thence S00°36'41"E for 806.44 feet to its intersection with the north line of Tract "L"; thence S89°23'19"W for 35.00 feet; thence S00°36'41"E for 35.00 feet; thence N89°23'19"E for 35.00 feet to the West right-of-way line of S.W. 139th Avenue as shown on said Plat of "Three

JOINDER AND CONSENT OF MORTGAGEE

BARNETT BANK OF SOUTH FLORIDA, N.A., a National Banking Association, the holder of that certain First Mortgage and Security Agreement dated August 3, 1995, in Official Records Book 16875 at Page 0306, of the Public Records of Dade County, Florida, hereby joins in and consents to the execution and recording of the Second Amendment to Declaration of Covenants and Restrictions for Weitzer Serena Lakes Townhomes attached hereto.

IN WITNESS WHEREOF, this Joinder and Consent of Mortgagee has been executed this 13<sup>rd</sup> day of September, 1995.

## Witnesses:

*Francisco F. Marquez*

## Type Name:

FRANCISCO F. MARQUEZ

*Sylvia Manzano*

## Type Name:

SYLVIA MANZANO

BARNETT BANK OF SOUTH FLORIDA, N.A.,  
a National Banking Association

## By:

*Mark Leider*  
Mark Leider  
Vice President  
701 Brickell Avenue  
Miami, Florida 33131

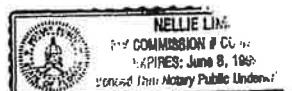
ACKNOWLEDGMENT

STATE OF FLORIDA }  
COUNTY OF DADE }  
                      | SS:

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 1995 by Mark Leider as Vice President of Barnett Bank of South Florida, N.A. on behalf of the Bank. He is personally known to me and did not take an oath.

My Commission Expires:



*Nellie Lima*  
Notary Public, State of Florida  
Print Name: *Nellie Lima*



prepared by and return to:  
Estelle Burnside, V.P.  
Weitzer Serena Lakes Townhomes, Inc.  
P.O. Box 4550  
Miami Lakes, FL 33014

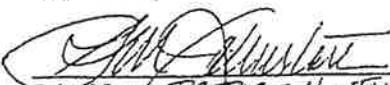
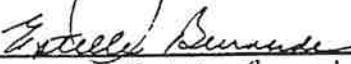
OFF REC: 1760310259

97R 164457 1997 APR 16 08:49

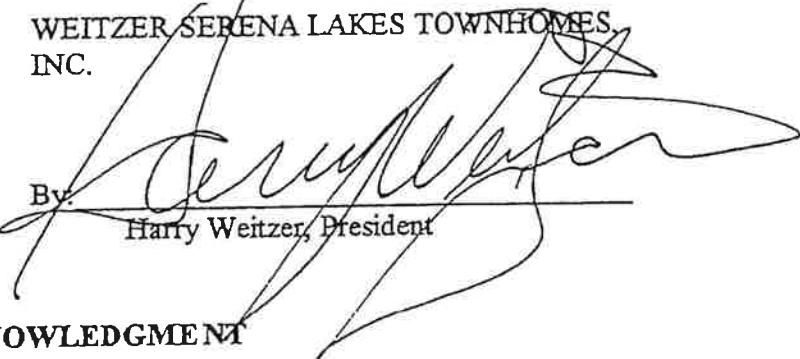
AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

This Amendment, executed this 7<sup>th</sup> day of FEBRUARY, 1997, by WEITZER SERENA LAKES TOWNHOMES, INC., a Florida corporation ("Developer"), is made pursuant to Section 1.4 of the Declaration of Covenants and Restrictions for WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. dated August 9, 1994 and recorded December 5, 1994 in Official Records Book 16599, at Page 5674 of the Public Records of Dade County, Florida ("Declaration"). Developer hereby declares that Exhibit "A" of the Declaration, the legal description of the Properties, is hereby modified and amended to include the real property described in Exhibit "A" attached hereto and incorporated herein.

Witnesses:

  
Print Name: PATRICE M. JOHNSTON  
  
Print Name: ESTELLE BURNSIDE

WEITZER SERENA LAKES TOWNHOMES  
INC.

By:   
Harry Weitzer, President

ACKNOWLEDGMENT

STATE OF FLORIDA )

ss:

COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of FEBRUARY, 1997 by Harry Weitzer, as President of WEITZER SERENA LAKES TOWNHOMES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

My Commission Expires



Notary Public, STATE OF FLORIDA  
Print Name: PATRICE M. JOHNSTON

C:\OFFICE\WPWINW\DOCS\ESTELLE\SERENA LAKES\AMENDMENT  
THIS AMENDMENT IS BEING RERECDDED TO REFLECT THE ADDITION OF THE REFERENCE TO  
THE PLAT OF WEITZER SERENA LAKES TOWNHOMES PHASE III ON THE LEGAL DESCRIPTION  
ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

JS 2/25/97, 2/28/97

OFF.  
REC. 1760370260

NON-RECOURSE CONSENT OF MORTGAGEE AND  
SUBORDINATION OF MORTGAGES, ASSIGNMENT OF RENTS AND FINANCING STATEMENTS

WHEREAS, Developer by two (2) Mortgages and Security Agreements dated January 31, 1997, and filed for record on February 3, 1997, mortgaged unto Ohio Savings Bank, a federal savings bank, 1801 East Ninth Street, Cleveland, Ohio 44114 ("Mortgagee") the premises therein particularly described (the "Property") to secure the payment of the sums described therein, which mortgages were recorded in Official Records Book 17516, Pages 2365 and 2408, of the Public Records of Dade County, Florida (the "Mortgages"); and

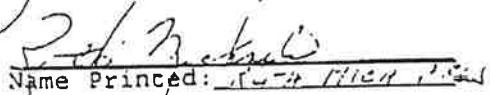
WHEREAS, Developer by an Assignment of Rents and Leases and Agreements Affecting Real Estate, dated January 31, 1997, and filed for record on February 3, 1997, assigned unto Mortgagee all of its right, title and interest in and to any and all agreements relating to the Property (the "Assignment"), which Assignment was recorded in Official Records Book 17516, Page 2394 of the Public Records of Dade County, Florida; and

WHEREAS, Developer as Debtor executed and delivered to Mortgagee as Secured Party two (2) UCC-1 Financing Statements which were filed for record on February 3, 1997 (the "Financing Statements"), and recorded in Official Records Book 17516, Pages 2404 and 2435 of the Public Records of Dade County, Florida;

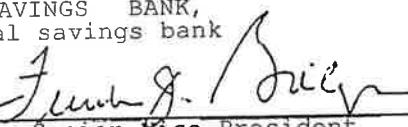
NOW, THEREFORE, Mortgagee, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Mortgagor, the receipt of which is hereby acknowledged, hereby accepts, approves and consents to and subordinates the lien, operation and effect of the Mortgages, Assignment and Financing Statements (the "Loan Documents") to the Declaration of Covenants and Restrictions for Weitzer Serena Lakes Townhomes Homeowners Association, Inc. recorded in Official Records Book 16599, Page 5674, of the Public records of Dade County, Florida as amended by the foregoing Amendment (the "Declaration") with the identical effect as though the Declaration had been executed, delivered and recorded prior to the filing for record of the Loan Documents, but without in any manner releasing, satisfying or discharging the Loan Documents or in any way impairing, altering or diminishing the effect of any lien, encumbrance, security interest or other interest created by or related to the Loan Documents or any rights or remedies of Mortgagee under or with respect to the Loan Documents; provided, however, Mortgagee does not assume and is not responsible for any of the obligations and liabilities of the Developer, and none of the representations and warranties contained in the Declaration shall be deemed to have been made by Mortgagee or impose any obligation on Mortgagee, but all rights, benefits and privileges in favor of Mortgagor shall inure to the benefit of Mortgagee or a receiver or third-party purchaser in the event of foreclosure or a deed given in lieu of foreclosure in the event Mortgagee shall ever succeed to the Mortgagor's interest in the Property or any part thereof. Nothing contained herein shall in any way restrict or limit any rights, benefits and privileges in favor of Mortgagee as an "institutional lender" as described in the Declaration or otherwise whether now or hereafter existing.

Signed this 4<sup>th</sup> day of March, 1997.

Signed and Acknowledged  
in the Presence of:

  
Name Printed: JUDITH M. PASKERT  
  
Name Printed: FRANK J. BOLOGNIA

OHIO SAVINGS BANK,  
a federal savings bank

By:   
Title: Senior Vice President  
Name Printed: Frank J. Bolognia

JS 2/25/97, 2/28/97

OFF.  
REC: 17603[026]

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for **said** County and State, on this 4<sup>th</sup> day of March, 1997, personally appeared the above-named Ohio Savings Bank, a federal savings bank, by Frank J. Bologna, its Senior Vice President, who acknowledged to me that he did sign the foregoing instrument on behalf of said bank and that the **same was** his free **act** and deed, individually and **as** such officer. Frank J. Bologna is personally known to me.

*Judith M. Paskert*  
Notary Public, State of Ohio  
Name Printed: JUDITH M. PASKERT  
My Commission Expires: JULY 15 2001



OFF. 1760310262

Legal Description:

A portion of Tracts "E" and "G" of "THREE LAKES" according to thereof, as recorded in 140, at Page 83 of the Public Records of Dade County, Florida, being more particularly described as follows:

commence at a point in the centerline intersection of S. and S. W. 142nd Avenue, said point also being the center of Section 34, Township 55 South, as shown on of "THREE LAKES"; thence S02°07'11"E along said centerline of S.W. 142nd Avenue and the West line of the Southeast 1/4 of said Section 34, as a basis of bearing, for 56.84 feet; thence N87°52'43"E for 35.00 feet to its intersection with the boundary of "WEITZER SERENA LAKES TOWNHOMES PHASE I" as recorded in Plat Book 145 at Page 96 of the Public Records of Dade County, Florida, said point also being the POINT OF BEGINNING of the Following described parcel of land; thence run the following two (2) courses along said boundary; thence N87°35'16"E for 299.94 feet; thence N66°59'02"E for 340.14 feet to its intersection with the boundary of "WEITZER SERENA LAKES TOWNHOMES PHASE II" as recorded in Plat Book 147 at Page 84 of the Public Records of Dade County, Florida; thence run the following four (4) courses along said boundary; thence S51°35'35"E for 424.95 feet; thence N85°23'19"E for 93.01 feet; thence N00°36'41"W for 37.79 feet; thence N89°23'19"E for 241.67 feet to its intersection with the West right-of-way line of S.W. 139th Avenue, as shown on said plat of "THREE LAKES"; thence S00°36'41"E along said West right-of-way line for 729.57 feet to its intersection with the North boundary line of Tract "D", as shown on said plat of "THREE LAKES"; thence run the following four (4) Courses along said North boundary line; for 210.77 feet; thence S41°48'55"W for 278.83 feet; thence S87°35'16"W for 389.23 feet; thence S02°24'44"E for 200.00 feet to its intersection with the North right-of-way line of S. W. 180th Street, as shown on said plat of "THREE LAKES"; thence S87°35'16"W along said for 439.46 feet to a point of curvature; thence 39.40 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°17'33" to a point of point being on the East right-of-way line of S.W. 142nd Avenue, as shown on said plat of "THREE LAKES" 1"W along said East right-of-my line for 1228.56 feet to the POINT OF BEGINNING. Containing 30.63 acres more or less.

ALSO KNOWN AS:

Weitzer Serena Lakes Townhomes Phase III, according to the Plat thereof, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Dade County, Florida.

RECORDED IN  
DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN,  
CLERK CIRCUIT COURT

EXHIBIT "A"

OFF REC. 19129~ 1174

Prepared by:  
 Kaye & Roger, P.A.  
**6261 NW 6th Way**  
 Suite 103  
 Ft. Lauderdale, FL 33309

**00R256692**

CERTIFICATE OF AMENDMENT  
 OF

WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS  
 ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws and Articles of Incorporation, exhibits to the Declaration of Covenant6 and Restrictions of Weitzer Serena Lakes Townhomee Homeowners Association, Inc., as described in Official Records Book 16599 at Page 5674 of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 9<sup>th</sup> day of May, 2000, at Miami,  
 Broward County, Florida.  
Miami-Dade

By: Luis P. Rabell

Print: Luis P. Rabell

Attest: Keyla Alba Reilly

Print: Keyla Alba Reilly

STATE OF FLORIDA  
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2000, by Luis P. Rabell as President and Keyla Alba Reilly as Secretary of Weitzer Serena Lakes Townhomes Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced S/A as identification.

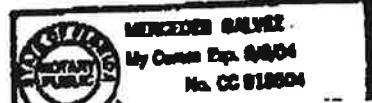
NOTARY PUBLIC:

sign Mercedes Salver

print MERCEDES SALVER

State of Florida at Large

My Commission Expires:



OFF REC 19129 PG 1175

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

AMENDMENTS  
TO THE ARTICLES OF INCORPORATION AND BY-LAWS OF  
WEITZER SERENA LAKES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----" and  
unaffected language by "...")

ARTICLES OF INCORPORATION

ARTICLE V

OFFICERS

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal from office of directore. All directore shall be members of the Association residing in Weitzer Serena Lakes Townhomes shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. No member may pursue candidacy for a position on the Board of Directors when such individual is delinquent in the payment of any assessment.

BY-LAWS

ARTICLE IV

BOARD OF DIRECTORS

6. No notice shall be required to be given of any regular meeting of the Board of Directors. In the event a director is delinquent in the payment of an assessment for a period of ninety (90) greater, such party shall be deemed to have submitted a resignation to the Board of Directors which resignation shall be presumed to

720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.--

(2) BOARD MEETINGS.--

- (a) A meeting of the board of directors of an association occurs whenever a quorum of the board gathers to conduct association business. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. The provisions of this subsection shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.
- (b) Members have the right to attend all meetings of the board and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the members is inapplicable to meetings between the board or a committee and the association's attorney, with respect to meetings of the board held for the purpose of discussing personnel matters.

Florida Statutes  
(See if revised)

LAW OFFICES  
**KAYE & ROGER, P.A.**  
6281 NORTHWEST 8TH WAY  
SUITE 103  
FORT LAUDERDALE, FLORIDA 33308

ROBERT L KAYÉ  
RANDALL K. ROGER  
KENNETH E. ZEILBERGER  
DEBORAH S. SUGARMAN  
HEATHER A. SCOTT  
JULIE E. YATES  
YUDANY FERNANDEZ

TELEPHONE (954) 928-0880  
1-800-874-0880  
TELEFAX (954) 772-0319

• Of Counsel •  
STUART M. SMITH

January 29, 2001

Vfa **Fax** 752-3352

Weitzer Serena **Lakes** Townhomes  
Homeowners Association, Inc.  
c/o United Community Management  
3300 University Drive #405  
Coral Springs, FL 33065

Re: Qualification For Service on Board of Directors

Dear **Members** of the Board:

You have asked for an opinion concerning the propriety of an individual serving on the Board of Directors who is not a resident of the Association. As provided under the Articles of Incorporation, it is the obligation of all Members of the Board of Directors to reside within the Community.

The Articles of Incorporation provide under Article V, Section 3, as follows:

Section 3. Election of Members of Board **of** Directors. Except for the first Board of Directors, directors shall be elected by the **Members** of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal **from** office of directors. All directors shall be members of the Association residing in Weitzer Serena Lakes Townhomes shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. No member **may** pursue candidacy for a position on the Board of Directors when such individual is delinquent: in the payment of **any** assessment.

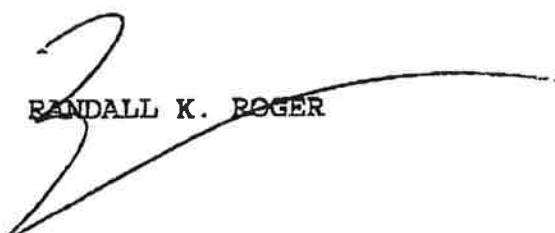
As identified above, "**All** directors shall be Members of the Association residing in Weitzer Serena Lake **Townhomes...**".

Weitzer Serena Lakes Townhomee  
Homeowners Association, Inc.  
c/o United Community Management  
January 29, 2001  
Page 2

Such provision indicates that residency in the Community is an obligation for "all directors". Consequently, where an owner wishing to serve on the Board of Directors does not reside in the Community, such individual would be prohibited from serving on the Board.

We trust the above is responsive to your inquiry and, should you have any **questions**, please feel welcome to contact the undersigned.

Sincerely,

  
RANDALL K. ROGER

RKR/sra

OFF REC 19129 PG 1175

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

AMENDMENTS  
TO THE ARTICLES OF INCORPORATION AND BY-LAWS OF  
WEITZER SERENA IS TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----" and  
unaffected language by ". . .")

ARTICLES OF INCORPORATION

ARTICLE V

OFFICERS

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal from office of directors. All directors shall be members of the Association residing in Weitzer Serena Lakes Townhomes or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. No member may pursue candidacy for a position on the Board of Directors when such individual is delinquent in the payment of any assessment,

BY-LAWS

ARTICLE IV

BOARD OF DIRECTORS

6. No notice shall be required to be given of any regular meeting of the Board of Directors. In the event a director is delinquent in the payment of an assessment for a period of ninety (90) days or greater, such party shall be deemed to have submitted a resignation to the Board of Directors which resignation shall be presumed to be accepted.

LAW OFFICES

SIEGFRIED, RIVERA, LERNER, DE LA TORRE & SOBEL, P.A.

201 ALHAMBRA CIRCLE | SUITE 1102 | CORAL GABLES, FLORIDA 33134 | MIAMI-DADE 305.442.3334  
BROWARD 954.781.1134 | FAX 305.443.3292 | TOLL FREE 800.737.1890

L. CHERE TRIGG  
LCTTRIGG@SIEGFRIEGLAW.COM

REPLY TO CORAL GABLES OFFICE

August 23, 2005

**VIA EMAIL BLANCHEINMIAMI@MSN.COM  
AND REGULAR MAIL**

Blanche Back, Property Manager  
Century Serena Lakes Townhomes Homeowners Association, Inc.  
150 S.E. 25<sup>th</sup> Rd., #14J  
Miami, FL 33129

Re: Century Serena Lakes Townhomes Homeowners Association, Inc. ("Association")

Dear Blanche:

Enclosed herewith please find the original certified and recorded Certificate of Amendment of the Association's Rules and Regulations which was duly recorded on July 21, 2005 in Official Records Book 23595 at Page 3265 of the Public Records of Miami-Dade County, Florida. Also, enclosed herewith please find the original certified and recorded Certificate of Amendment of the Association's Rules and Regulations which was duly recorded on May 17, 2005 in Official Records Book 23378 at Page 3863 of the Public Records of Miami-Dade County, Florida. Please make sure to send copies of the certificates to all Unit Owners and to add the certificates to the Association's governing documents.

If you should have any questions, please do not hesitate to contact this office at your earliest convenience.

Very truly yours,

SIEGFRIED, RIVERA, LERNER,  
DE LA TORRE & SOBEL, P.A.

*L. CHERE TRIGG, A.A.*

L. Chere Trigg

LCT/am  
Enclosures  
cc: President

H:\LIBRARY\CASES\4454\2040243\PD7720.DOC



CFN 2005RD759498  
DR BK 23595 Pgs 3265 - 32671 (3pgs)  
RECORDED 07/21/2005 12:25:17  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF FILING OF AMENDMENTS TO THE RULES AND REGULATIONS  
OF  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

**THIS AMENDMENT**, is made as of the 18<sup>th</sup> day of July, 2005 by  
Weitzer Serena Lakes Townhomes Homeowners Association, Inc., a Florida not-for-profit  
corporation ("Association").

**R E C I T A L S**

**WHEREAS**, the Association has been established for the operation and maintenance of  
the Weitzer Serena Lakes Townhomes in accordance with the Declaration of Covenants and  
Restrictions ("Declaration") and related documents which were recorded on December 5, 1994 in  
Official Records Book 16599 at Page 5674 of the Public Records of Miami-Dade County, Florida and  
all amendments thereto; and

**WHEREAS**, the Association's Rules and Regulations are attached to the Declaration as  
Exhibit "E" and are recorded in Official Records Book 16599 at Page 5715, in the Public Records of  
Miami-Dade County, Florida (hereinafter referred to as the "Rules"); and

**WHEREAS**, Section 4.2(c) of Article IV and Section 8.4 of Article VIII of the Declaration  
provide that the Board of Directors ("Board") is empowered to adopt and amend rules governing  
the use of the common areas and all facilities; and

**WHEREAS**, amendments to the Association's Rules was proposed at a duly noticed  
Meeting of the Board held on the 27<sup>th</sup> day of June, 2005; and

**WHEREAS**, the proposed amendments to the Rules was adopted and approved by no less  
than a majority of the Board; and

**WHEREAS**, the Board is desirous of recording the amendments to the Rules in the Public  
Records of Miami-Dade County, Florida;

1. The above Recitals are true and correct and are incorporated herein by reference.
2. All of the following is new language.
3. The Rules are hereby amended to add a new Rule 29 which provides as follows:

29. **Hurricane Shutters**. Hurricane shutters may only be closed during  
hurricane season (June 1 through November 30 of each year)  
("Hurricane Season"), or when a hurricane watch or warning has  
been issued that does not fall within Hurricane Season. All  
shutters must be removed no later than December 7 of each year.  
In the event of a hurricane watch or warning that does not fall  
within Hurricane Season, all shutters must be removed within

3

seventy two (72) hours after the hurricane watch or warning has been lifted.

4. The Rules are hereby amended to add a new Rule 30 which provides as follows:

30. Parking. All owners' vehicles must have an Association issued permit to park on the property. Each unit shall be issued up to two (2) permits. Additional permits may be requested, and may be issued at the sole discretion of the Board of Directors. All new owners and/or new vehicles must obtain a permit within ten (10) days. All owners' vehicles must be parked in front of the owner's unit. All pickup trucks or vans that are otherwise in compliance with Rule 30 of these Rules and Regulations must park in front of the owner's unit.

5. The Rules are hereby amended to add a new Rule 31 which provides as follows:

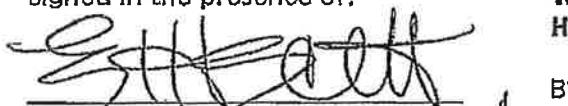
31. Commercial Trucks, Trailers, Campers and Boats. No trucks, commercial vehicles, campers, buses, mobile homes, motor homes, monster trucks, tractor pull trucks, limousines, all terrain vehicles ("ATV's"), All Terrain Carts ("ATC's"), go-carts, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers, or buses shall be permitted to be parked or to be stored at any place within Century Serena Lakes Townhomes Homeowners Association, Inc., nor in dedicated areas. For purposes of this Section, "commercial vehicles" shall mean any vehicle in which commercial equipment or activity is visible from the exterior of the vehicle, including, but not limited to the windows and doors, or any vehicle having a gross vehicle weight in excess of ten thousand (10,000) pounds, or any vehicle containing three (3) or more axles regardless of weight, or any vehicle displaying commercial signs, lettering, logos or advertisements, or any vehicle intended for transportation of goods, or any vehicle which is not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this section shall not apply to pick-up trucks no longer than ten (10) feet, or trucks or vans having a gross vehicle weight of less than ten thousand (10,000) pounds with no more than two (2) axles, police vehicles, the temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to passenger-type vans for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time). No on-street parking or parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in the Rules and Regulations now or hereinafter adopted 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, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year first above written.

Signed in the presence of:



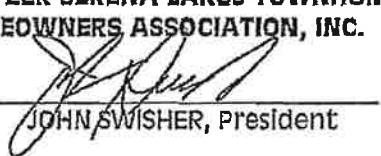
Print Name:

Elizabeth Charles

Alice Martin

WEITZER SERENA LAKES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

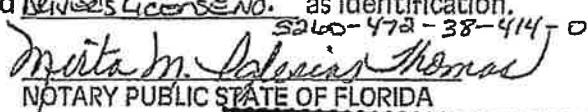
By:



JOHN SWISHER, President

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

The foregoing was acknowledged before me, this 18<sup>th</sup> day of JULY, 2005, by JOHN SWISHER, as President of WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me or has produced Driver's license no. as identification.

  
Mirta M. Iglesias-Thomas  
NOTARY PUBLIC STATE OF FLORIDA

Print Name:



My Commission Expirs:

This instrument prepared by:  
L Chere Trigg, Esquire  
SIEOFRIED, RIVERA, LERNER, DE LA TORRE & SOBEL, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, FL 33134  
Telephone: 305-442-3334  
Facsimile: 305-443-8292  
H:\LIBRARY\CASES\4454\2040243\P25021.DOC



CFH 2005RD499658  
DR BK 23378 Pgs 3863 - 3864 (2pgs)  
RECORDED 05/17/2005 10:02:40  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

AMENDMENT TO THE RULES AND REGULATIONS  
OF  
WEITZER SERENA LAKES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT, is made as of the 13<sup>th</sup> day of MAY, 2005, by Weltzer Serena Lakes Townhomes Homeowners Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

WHEREAS, the Association has been established for the operation and maintenance of the Weltzer Serena Lakes Townhomes in accordance with the Declaration of Covenants and Restrictions ("Declaration") and related documents which were recorded on December 5, 1994 in Official Records Book 16599 at Page 5674, of the Public Records of Miami-Dade County, Florida and all amendments thereto; and

WHEREAS, the Association's Rules and Regulations are attached to the Declaration as Exhibit "E" and are recorded in Official Records Book 16599 at Page 5715, in the Public Records of Miami-Dade County, Florida (hereinafter referred to as, the "Rules"); and

WHEREAS, section 4.2(c) of Article IV and Section 8.4 of Article VIII of the Declaration provide that the Board of Directors ("Board") is empowered to adopt and amend rules governing the use of the common areas and all facilities; and

WHEREAS, an amendment to Rule 1 of the Association's Rules was proposed at a duly noticed Board Meeting held on the 24<sup>th</sup> day of January, 2005; and

WHEREAS, the proposed amendment to Rule 1 of the Rules was adopted and approved by no less than a majority of the Board; and

WHEREAS, the Board is desirous of recording the amendment to Rule 1 in the Public Records of Miami-Dade County, Florida;

1. The above Recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underlined type.  
Deleted Language is indicated by ~~struck-through~~ type.
3. Rule 1 of the Rules is hereby amended as follows:

No owner may lease a lot or any portion thereof, nor permit a lot or any portion thereof to be used for transient accommodations. No lot, or any portion thereof, may be leased by an Owner for a period of less than six (6) months (one (1) year). Any lease shall be written, shall be for the entire lot and not just a portion thereof, and must require the lessee to abide by the Declaration and all exhibits thereto. Notwithstanding anything in the Declaration or these rules and regulations to the contrary, no lot may be leased by an Owner prior to the first one (1) year of ownership of the lot by such Owner. In all other instances, leasing

is prohibited. This amendment does not affect any other provision of the Declaration or these rules and regulations.

IN WITNESS WHEREOF, the undersigned, a member of the Board of Directors of the Weltzer Serena Lakes Townhomes Homeowners Association, Inc., has signed this instrument this 17<sup>th</sup> day of May, 2005.

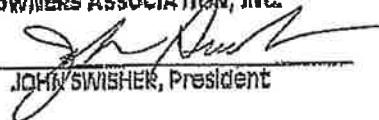
shall be permitted in accordance with the other provisions of the Declaration and these rules and regulations only upon the expiration of said initial one (1) year of ownership which for the purposes of this provision shall consist of twelve (12) consecutive months of record title ownership. Any owner that owns a Lot as of the effective date of this amendment and any institutional financing who holds a mortgage on a Lot as of the effective date of this amendment shall be deemed to have satisfied the one (1) year ownership requirement. The Board of Directors shall have the sole discretion to waive the restriction on leasing prior to the expiration of the one (1) year ownership period in cases resulting in undue hardship of the Owner of the Lot. Such waiver shall not constitute a waiver of any rights against the owner of the Lot thereafter or against any other Owners.

IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year first above written.

Signed in the presence of:

WEITZER SERRA LAKES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

BY:

  
JOHN SWISHER, President

Print Name: Mirta M. Iglesias Thomas

  
Print Name: Elizabeth S. Corballosa

STATE OF FLORIDA

)

COUNTY OF MIAMI-DADE

)

The foregoing was acknowledged before me, this 13<sup>th</sup> day of May, 2005, by JOHN SWISHER, as President of WEITZER SERRA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me or has produced Pl. D.F. license as identification.

  
NOTARY PUBLIC STATE OF FLORIDA

Print Name:



My Commission Expires:

This instrument prepared by:  
L. CHARLES TRIBBLE, ESQUIRE  
GEORGE, RIVERA, LEVNER, DE LA TORRE & MOBEL, P.A.  
201 Alameda Circle, Suite 1100  
Coral Gables, FL 33134  
Telephone: 305-442-6354  
Facsimile: 305-443-3282

FLORIDA NOTARY PUBLIC

months one (1) year. Any lease shall be written, shall be for the entire Lot and not just a portion thereof, and must require the lessee to abide by the Declaration and all exhibits thereto. Notwithstanding anything in the Declaration or these rules and regulations to the contrary, no Lot may be leased by an Owner prior to the first one (1) year of ownership of the Lot by such Owner. In all other instances, leasing shall be permitted in accordance with the other provisions of the Declaration and these rules and regulations only upon the expiration of said initial one (1) year of ownership which for the purposes of this provision shall consist of twelve (12) consecutive months of record title ownership. Any Owner that owns a Lot as of the effective date of this amendment and any institutional first mortgagee who holds a mortgage on a Lot as of the effective date of this amendment shall be deemed to have satisfied the one (1) year ownership requirement. The Board of Directors shall have the sole discretion to waive the restriction on leasing prior to the expiration of the one (1) year ownership period in cases resulting in undue hardship of the Owner of the Lot. Such waiver shall not constitute a waiver of any rights against the Owner of the Lot thereafter or against any other Owners.

IN WITNESS WHEREOF, Century Serena Lakes Townhomes Homeowners Association, Inc. has duly approved and executed this Corrective Amendment to the Rules and Regulations this 10 day of October 2007.

Print Name Renee Schwartzman

Diana Dunn

Print Name Diana Dunn

Cassie Borges

Print Name Cassie Borges

Print Name Danielle Borges

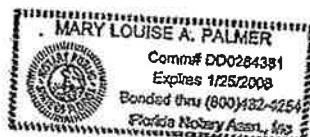
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10 day of October, 2007 by John Swisher, as President of Century Serena Lakes Townhomes Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me and/or has produced a Florida Drivers License Number as identification.

Notary Public, State of Florida  
Print Name Mary Louise Palmer  
My Commission Expires:



This instrument prepared by:  
L. Chere Trigg, Esquire  
SIEGFRIED, RIVERA, LERNER,  
DE LA TORRE & SOBEL, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, FL 33134  
Telephone: (305) 4423334  
Facsimile: (305) 4433292  
H:\LIBRARY\CASES\14454\2040243\WK3880.DOC



LAW OFFICES

SIEGFRIED, RIVERA, LERNER, DE LA TORRE & SOBEL, P.A.

STEVEN M. SIEGFRIED  
OSCAR R. RIVERA  
LISA A. LERNER  
HELIO DE LA TORRE  
STUART H. SOBEL  
MARIA VICTORIA ARIAS  
JAMES F. HARRINGTON  
ELISABETH D. KOZLOW  
MICHAEL J. KURZMAN  
JOSEPH A. MILES

DANIEL J. BARSKY  
ROBERTO C. BLANCH  
LAURIE STILWELL COHEN  
CHRISTOPHER J. DIMARE  
ALBERTO H. HERNANDEZ  
GEORG KETELEHORN  
GUILLERMO M. MANCEBO  
IVETTE MACHADO  
LAURA M. MANNING  
PETER NIETZER  
VIVIEN T. MONTZ  
RAUL MORALES  
FERN F. MUSSWHITE  
ROBERT NEMROW  
HOWARD J. PERL  
JASON M. RODGERS-DA CRUZ  
MARY ANN RUIZ  
CARIDAD RUSCONI  
TIFFANY M. SEEMAN  
NICHOLAS D. SIEGFRIED  
L. CHERE TRIGG

OF COUNSEL  
H. HUGH McCONNELL, P.A.

201 ALHAMBRA CIRCLE | SUITE 1102 | CORAL GABLES, FLORIDA 33134  
MIAMI-DADE 305.442.3334 | FAX 305.443.3292 | TOLL FREE 800.737.1390

LCTTRIGG@SIEGFRIEDLAW.COM

REPLY TO CORAL GABLES OFFICE

November 5, 2007

VIA EMAIL: mary@unitedcommunity.net  
AND REGULAR MAIL

Mary Oveido, Property Manager  
United Community Management Corporation  
11784 West Sample Road  
Coral Springs, FL 33065

Re: Century Serena Lakes Townhomes Homeowners Association, Inc.

Dear Mary:

Enclosed herewith please find two (2) Corrective Certificates of Amendment to the Association's Rules and Regulations ("Corrective Certificate") which have been duly recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 26028 at Page 518, and Official Records Book 26028 at Page 520, respectively. Please make sure that copies of the Corrective Certificates is sent to all owners and added to the Association's governing documents.

If you should have any questions, please do not hesitate to contact this office at your earliest convenience.

Yours cordially,

SIEGFRIED, RIVERA, LERNER,  
DE LA TORRE & SOBEL, P.A.

*L. Chere Trigg*

L. Chere Trigg

LCT:cla  
Enclosures  
H:\LIBRARY\CASES\4454\2040243\WW1452.DOC

CORRECTIVE CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS  
OF CENTURY SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. F/K/A  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

THIS CORRECTIVE CERTIFICATE OF AMENDMENT ("Corrective Amendment") is executed this 20 day  
of October, 2007, by CENTURY SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida  
not-for-profit (the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of CENTURY SERENA LAKES  
TOWNHOMES HOMEOWNERS ASSOCIATION, INC. F/K/A WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS  
ASSOCIATION, INC. in accordance with the Declaration of Covenants and Restrictions for Weitzer Serena  
Lakes Townhomes Homeowners Association, Inc. as recorded on December 5, 1994 in Official Records Book  
16599 at Pages 5674 of the Public Records of Miami-Dade County, Florida and all exhibits thereto  
("Declaration"); and

WHEREAS, an amendment to the Rules and Regulations ("Rules") of Weitzer Serena Lakes  
Townhomes Homeowners Association, Inc. was recorded on May 17, 2005 in Official Records Book 23378 at  
Page 3863 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the amendment inadvertently referred to the Association's name as Weitzer Serena  
Lakes Townhomes Homeowners Association, Inc.; and

WHEREAS, Articles of Amendment to the Association's Articles of Incorporation were filed with the  
Secretary of State on August 31, 1999 to change the name of the Association to Century Serena Lakes  
Townhomes Homeowners Association, Inc.; and

WHEREAS, the amendment to Rule 1 of the Association's Rules was proposed at a duly noticed  
Board Meeting held on the 24<sup>th</sup> day of January, 2005 and was adopted and approved by no less than a  
majority of the Board; and

WHEREAS, the Association is desirous of recording this Corrective Amendment in order to properly  
document the modification to Rule 1 of the Association's Rules;

NOW, THEREFORE, the Association does hereby file this Corrective Amendment to the Rules and  
Regulations for the reasons set forth above and does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.  
Deleted Language is indicated by struck through type.
3. Rule 1 of the Rules is hereby amended as follows:

No Owner may lease a Lot or any portion thereof, nor permit a Lot or any  
portion thereof to be used for transient accommodations. No Lot, or any  
portion thereof, may be leased by an Owner for a period of less than six (6)



CFN 2007R1043772  
DR BK 26028 Pgs 0520 - 5221 (3pgs)  
RECORDED 11/02/2007 13:21:43  
HARVEY RUVIK, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**CORRECTIVE CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS  
OF CENTURY SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. F/K/A  
WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

THIS CORRECTIVE CERTIFICATE OF AMENDMENT ("Corrective Amendment") is executed this 26 day of October, 2007, by **CENTURY SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit (the "Association").

**RECITALS**

WHEREAS, the Association has been established for the operation of **CENTURY SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. F/K/A WEITZER SERENA LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.** in accordance with the Declaration of Covenants and Restrictions for Weitzer Serena Lakes Townhomes Homeowners Association, Inc. as recorded on December 5, 1994 in Official Records Book 16599 at Pages 5674 of the Public Records of Miami-Dade County, Florida and all exhibits thereto ("Declaration"); and

WHEREAS, an amendment to the Rules and Regulations ("Rules") of Weitzer Serena Lakes Townhomes Homeowners Association, Inc. was recorded on July 21, 2005 in Official Records Book 23595 at Page 3265 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the amendment inadvertently referred to the Association's name as Weitzer Serena Lakes Townhomes Homeowners Association, Inc.; and

WHEREAS, Articles of Amendment to the Association's Articles of Incorporation were filed with the Secretary of State on August 31, 1999, to change the name of the Association to Century Serena Lakes Townhomes Homeowners Association, Inc.; and

WHEREAS, the amendment to add Rules 29, 30 and 31 to the Association's Rules was proposed at a duly noticed Board Meeting held on the 27<sup>th</sup> day of June, 2005 and was adopted and approved by no less than a majority of the Board; and

WHEREAS, the Association is desirous of recording this Corrective Amendment in order to properly document the addition of Rules 29, 30 and 31 to the Association's Rules;

NOW, THEREFORE, the Association does hereby file this Corrective Amendment to the Rules and Regulations for the reasons set forth above and does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. All of the following is new language.
3. The Rules are hereby amended to add a new Rule 29 which provides as follows:
  29. **Hurricane Shutters.** Hurricane shutters may only be closed during hurricane season (June 1 through November 30 of each year) ("Hurricane Season"), or when a hurricane watch



or warning has been issued that does not fall within Hurricane Season. All shutters must be removed no later than December 7 of each year. In the event of a hurricane watch or warning that does not fall within Hurricane Season, all shutters must be removed within seventy two (72) hours after the hurricane watch or warning has been lifted.

4. The Rules are hereby amended to add a new Rule 30 which provides as follows:

30. Parking. All owners' vehicles must have an Association issued permit to park on the property. Each unit shall be issued up to two (2) permits. Additional permits may be requested, and may be issued at the sole discretion of the Board of Directors. All new owners and/or new vehicles must obtain a permit within ten (10) days. All owners' vehicles must be parked in front of the owner's unit. All pickup trucks or vans that are otherwise in compliance with Rule 30 of these Rules and Regulations must park in front of the owner's unit.

5. The Rules are hereby amended to add a new Rule 31 which provides as follow

31. Commercial Trucks, Trailers, Campers and Boats. No trucks, commercial vehicles, campers, buses, mobile homes, motor homes, monster trucks, tractor pull trucks, limousines, all terrain vehicles ("ATV's"), All Terrain Carts ("ATC's"), go-carts, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers, or buses shall be permitted to be parked or to be stored at any place within Century Serena Lakes Townhomes Homeowners Association, Inc., nor in dedicated areas. For purposes of this Section, "commercial vehicles" shall mean any vehicle in which commercial equipment or activity is visible from the exterior of the vehicle, including, but not limited to the windows and doors, or any vehicle having a gross vehicle weight in excess of ten thousand (10,000) pounds, or any vehicle containing three (3) or more axles regardless of weight, or any vehicle displaying commercial signs, lettering, logos or advertisements, or any vehicle intended for transportation of goods, or any vehicle which is not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this section shall not apply to pick-up trucks no longer than ten (10) feet, or trucks or vans having a gross vehicle weight of less than ten thousand (10,000) pounds with no more than two (2) axles, police vehicles, the temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to passenger-type vans for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time). No on-street parking or parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in the Rules and Regulations now or hereinafter adopted 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, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

IN WITNESS WHEREOF, Century Serena Lakes Townhomes Homeowners Association, Inc. has duly approved and executed this corrective Amendment to the Rules and Regulations this 20<sup>th</sup> day of October, 2007.

Print Name Renee Schiavetman

Print Name Diana Dunn

Print Name Casie B. Reeder

Print Name Danielle Borges

CENTURY SERENA LAKES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

BY:

John Swisher, President

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 2nd day of  
NOV, A.D. 2007.  
WITNESS my hand and Official Seal.  
HARVEY RUVIN, CLERK, of Circuit and County Courts  
D.C.



STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2007 by John Swisher, as President of Century Serena Lakes Townhomes Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me and/or has produced Florida Drivers License Number as Identification.

MARY LOUISE A. PALMER  
Notary Public - State of Florida  
Print Name: MARY LOUISE A. PALMER  
My Commission Expires: January 25, 2008

This Instrument prepared by:  
L. Chere Trigg Esquire  
SIEGFRIED, RIVERA, LERNER,  
DE LA TORRE & SOBEL, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, FL 33134  
Telephone: (305) 4423334  
Facsimile: (305) 4433292  
H:\LIBRARY\CASES\44542040243\WK9244.DOC



**CENTURY SERENA LAKES TOWN HOMES HOMEOWNERS ASSOCIATION, INC.**

**RULES REGARDING**  
**OWNER PARTICIPATION AT MEETINGS**

**MEMBERSHIP, BOARD AND COMMITTEE MEETINGS**

**I. Membership, Board and Committee Meetings Defined.**

- A. "Meeting of the Membership" is hereby defined as a quorum of the members at a duly notice meeting of the Association.
- B. "Meeting of the Board of Directors" is hereby defined as a quorum of Directors gathered to discuss official Association business. The term "meeting" does not include gatherings of less than a quorum of Directors engaged in fact-finding investigations or legal inquiries to be used as a basis to inform the Board of Directors for action to be taken at a "meeting".
- C. "Meeting of a Committee" is hereby defined as a quorum of committee members gathered to discuss a matter which a "final determination" is to be made. The term "final determination" means a gathering at which a decision which will be effective without further consultation with the Board of Directors.
- D. The term "Committee" is hereby defined as an official body created by resolution of the Board of Directors to which specific powers are delegated in said resolution.

**II. Attendance at Membership, Board and/or Committee Meeting.**

- A. Every member or his/her authorized representative shall have the right to attend Membership, Board of Directors and Committee meetings except as may be provided by law. No person other than a member or his/her authorized representative providing adequate documentation establishing same may be permitted to attend such meetings.

**III. Participation at Meetings.**

- A. Every member or his/her authorized representative shall have the right to participate in meetings of the Membership, Board of Directors and Committees subject to the following rules.
- B. Statements by members at meetings shall be restricted solely to items designated on the agenda of that meeting. No other statements shall be permitted except as may be authorized by the Board or Committee, in its sole discretion.
- C. 1. A member will be permitted to speak only in reference to the agenda item except as authorized by the meeting's chairperson. Comments previously made may not be reported. The member's statement shall not exceed three (3) minutes, unless otherwise permitted by the chairperson, in his/her sole discretion. The chairperson of the meeting shall give the floor to any member permitted to speak either 1) subsequent to the calling of the agenda item and prior to the discussion and vote on the Board or committee upon the agenda item, or 2) prior to the conclusion of the meeting during an "open forum" as determined by the Board of Directors and announced at the commencement of the meeting.

- D. All persons attending, participating at and/or recording a meeting shall conduct themselves in a courteous businesslike manner and shall not interfere with the conduction of the meeting or the operation of the Association. Foul language or unsubstantiated any derogatory comments impugning the character of Association members shall be prohibited. All rules of the host location, if any, shall be followed at all times.

**IV. Tape Recording or Videotaping of Meeting.**

- A. Any member may tape record or videotape a Membership, Board or Committee meeting subject to the following rules.
1. No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting.
  2. No equipment shall obstruct any member's view, hearing or access to the meeting.
  3. Once set, no equipment may be repositioned or adjusted without the consent of the Board of Directors.
  4. No extra lighting shall be permitted and no accessory equipment shall be utilized.
  5. No tape recording or videotaping of any meeting shall be permitted exclusively for the purposes of harassment.
  6. Advance written notice of the intent to tape record or videotape any meeting must be received by the Board of Directors at least thirty (30) minutes prior to the beginning of the meeting.
  7. The Board of Directors, at its own expense, is entitled to a copy of any tape recording or videotape of an Association meeting, upon reasonable notice.

**V. Enforcement of Meeting Rules**

A. Ejection.

1. Any person not authorized by law to attend a meeting shall be prohibited from attending the meeting or ejected therefrom.
2. Any member or authorized representative who fails to comply with these rules shall be subject to ejection in the sole discretion of the chairman. The chairman shall give any non-complying person one warning regarding ejection and thereafter may call for immediate ejection.
3. The chairman of the meeting may appoint a sergeant of arms who at the direction of the chairman shall either remove the unauthorized person or contact a law enforcement representative to remove such person.

B. Fines.

1. The Board of Directors may levy a fine against any person who fails to comply with these rules provided said fining is authorized by the governing documents.

C. Legal Action.

1. The Board of Directors may take whatever action which is appropriate at law or in equity against any person who fails to comply with these rules.

## RESOLUTION

**THIS RESOLUTION** entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by the Board of Directors for Century Serena Lakes Town Homes Homeowners Association, Inc. at a duly and properly noticed meeting at which a quorum of the Board of Directors were in attendance, do hereby state as follows:

**WHEREAS**, pursuant to Section 720.303(2)(b), Florida Statutes, the Association may adopt written reasonable rules regarding the right of members to speak and governing the frequency, duration and other manner of Membership statements;

**WHEREAS**, pursuant to Section 720.306(10), Florida Statutes, the Association may adopt written reasonable rules governing the taping of meetings of the Board of Directors and the Membership;

**WHEREAS**, the Board of Directors, in fulfilling its fiduciary duty the Owners and Membership of the Spanish Isles Community, wishes to adopt a Meeting Policy regarding Member participation at Association meetings.

**NOW THEREFORE**, having considered and accepted the foregoing premise, the Board of Directors does vote and resolve as follows:

1. The Board hereby adopts a Meeting Policy set forth in the document entitled "RULES REGARDING OWNER PARTICIPATION AT MEETINGS" promulgated on August 21, 2006, and amended by the Board of Directors from time to time;
2. Any violation of the Meeting Policy shall cause the immediate suspension of the Member's entitlement to attend, participate in or record an Association meeting until such time as the violator agrees in writing to comply therewith.
3. Any requests for attendance, participation or recording not complying with the Meeting Policy shall not be honored.
4. The Board of Directors may take any available legal action to enforce the Meeting Policy, including injunctive relief and/or the levy of a fine.

Upon vote of the Board of Directors, the above Resolution was approved and shall be reflected in the Association's Minutes.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**Parking decals are required for owner or renters vehicles:**

Effective October 1, 2005 all owners and renters vehicles found without an appropriate decal are subject to towing. **THIS RULE HAS NOT CHANGED.** If your current vehicles do not have a decal, you need to get one immediately or you will eventually be found and towed. If you do not want this to be your car – get your decals **NOW!** Up to two Parking Decals per unit are available free of charge. Decals are issued for a particular vehicle and assigned to the owner OR their approved renter. Decals must be placed in clear view, ideally in the front lower left corner of the windshield of any vehicle that is parked anywhere in Serena Lakes Townhomes. Additional decals will **ONLY** be considered for a son, daughter, mother or father who has a vehicle registered to your address and resides with you on a full time basis.

**How do I get a decal?**

Send a copy of your valid driver license, current vehicle registration and insurance cards (**all with your Serena address**) by e-mail or fax to Land Cap etc. Decals will be mailed to you within a week of request. It is an owner's responsibility to follow up to make sure that your request has been received and processed, if you fail to get a decal within a week of request. E-mail is the BEST form of communication.

**Visitor Parking:**

If a guest parks for a day or visits for a particular event and is appropriately parked in a visitor space, no pass or decal is necessary. However, if you plan to have a guest stay overnight for anymore than 2 nights or for an extended vacation stay, please contact the Management office or staff on property to obtain a temporary parking pass.

Allowing your guest to park in violation indicates that you are willfully accepting all risks and costs associated with towing of their vehicle in. As a courtesy, the Association may give you a prior warning, but **NO EXCEPTIONS** to the rules will be made. Your guests will be towed if you fail to comply with the parking rules in Serena.

**Please also note the “NO PARKING” rules that will result in immediate towing with “NO” warning.**

NO PARKING in the street (or double parking – one car behind another) or anywhere on the grass.

NO PARKING of commercial vehicles.

NO PARKING of vehicles with expired tags, registration or insurance, inoperable or disabled.

NO PARKING of motorboats, recreational items, trailers, vehicles with hazardous materials and/or supplies.

NO PARKING of any motorized vehicle within the interior of any unit – this is a serious fire hazard and should be reported to Management immediately.

**What do I do when a new vehicle is purchased/leased?**

If you change vehicles do not transfer the decal from the old vehicle to the new vehicle. You must request a replacement decal to avoid being towed. Decals that are placed on vehicles that do not match the vehicle of record for that decal number are subject to immediate towing. Also, if you sell a vehicle make sure you let Management know so the system can be updated.

**CENTURY SERENA LAKES TOWNHOMES, INC.  
REVISED POOL RULES 2007**

1. All residents must have their Pool ID Tag in their possession in order to use the pool area (except children under the age of 14 who are accompanied by a parent displaying the proper pool identification). All residents shall make sure that their guests have a guest pass; owners must be in attendance with their guests.
2. Residents need to obtain from prior owner (or if tenant, from current owner two (2) pool tags and one (1) main gate pool key per unit. Should you fail to obtain keys/tags, replacement will be charged at \$50.00.
3. Adolescents 14 years and over must have a pool tag and key if not accompanied by a parent and a Parent must accompany all children under 14 years of age.
4. Residents are responsible for the actions of their guests and their children. All babies must wear swimming diapers. No street clothes will be permitted; bathing suits only.
5. All posted pool rules must be observed at all times. Any person, whether a resident or a guest, who violates the rules will be asked to leave the premises. Any person without the proper pool identification will also be asked to leave the premises.

**Officially Enforced Pool Rules**

1. Pool hours are from 10:00 a.m. to 7:00 p.m.
2. No animals, scooters, bicycles or any other type of wheeled vehicles except for baby strollers are allowed in or at the pool area. No food or drink is allowed in the pool area; this is a County and HRS enforced rule.

The Rules Enforcement Personnel will confiscate all voided pool passes and pool keys. Any person who refuses to release a voided pass or pool key will be considered a trespasser on private property and law enforcement will be contacted.

Pool passes are distributed as follows:

To receive a pool pass, a resident must be able to verify residency of a unit at Century Serena Lakes Townhomes. Only the owner(s) of record and registered tenants will be permitted to receive a pool pass and the main gate pool key (\$50.00 payable by check to Century Serena Lakes TH). The pool pass and main gate pool key will be issued at the management office as follows:

**Land Cap Property Services, Inc.  
13800 SW 144 AVE RD  
Miami, FL 33186  
305-251-2234**

**Hours: Monday through Friday (9:00 a.m. to 12:00 p.m. (noon) – 1:00 – 5:00 p.m.)**