

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GARDENS ESTATE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on February 11, 1998, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H98000002875. 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 N98000000815.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eleventh day of February, 1998

Authentication Code: 698A00008002-021198-N98000000815-1/1



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 11, 1998

GARDENS ESTATE HOMEOWNERS ASSOCIATION, INC.
111 SW 3RD STREET SUITE 600
MIAMI, FL 33130

The Articles of Incorporation for GARDENS ESTATE HOMEOWNERS ASSOCIATION, INC. were filed on February 11, 1998, and assigned document number N98000000815. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H98000002875.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Becky McKnight
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 698A00008002

ARTICLES OF INCORPORATIONOFGARDENS ESTATE HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby associates themselves for the purpose of forming a corporation not-for-profit under and pursuant to Chapter 617, Florida Statutes, and do hereby certified as follows:

ARTICLE I

The name of the corporation is Gardens Estate Homeowners Association, Inc., hereafter called the "Association."

ARTICLE IIPURPOSE AND POWERS OF THE ASSOCIATION

This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas as described in the Declaration of Covenants, Conditions and Restrictions for Gardens Estate Homes at Signature Gardens Subdivision, Dade County, Florida, and for the safety and welfare of the residents within the above-described property for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in Public Records of Dade County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses in incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members;

(e) dedicate, sell or transfer all or any part of the Maintained Area to any public agency, authority, or utility for such purposes and subject to such conditions

as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) to contract with a third party and to enter into a management agreement with the designee of the Declarant for the management and maintenance of the common areas and to perform the duties and obligations so delegated;

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(i) to cause to be established a special taxing district for the maintenance of the Maintained Area of the association.

ARTICLE III

The initial principal office of the Association is located at Suite 600, 111 S.W. 3rd Street, Miami, Florida 33130, or such other place as the Board of Directors of the Association may designate from time to time.

ARTICLE IV

Elliott Harris of 111 S.W. 3rd Street, Suite 600, Miami, Florida 33130, is hereby appointed the initial registered agent of this Association.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject to covenants of record of assessment by the Association, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting

membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Within 90 days after 90% of the residences expected to be built in the project are constructed and conveyed to purchasers; or

(b) 30 days after Declarant elects to terminate the Class B membership (whereupon the Class A members shall assume control of the Association and elect the board).

Declarant shall be entitled to elect at least one member of the Board of Directors of the Homeowners Association as long as Declarant holds for sale in the ordinary course of business at least 5% of the lots in the subdivision.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of twelve (12) directors, who shall be members of the Association, excepting that until Class B membership has ceased and been converted to Class A membership, the members of the Board of Directors need not be members of the Association, and the initial Board of Directors, until such time as Class B membership has ceased and been converted to Class A membership, shall be comprised of three (3) members. The names and addresses of persons who are to set in the capacity of directors until the selection of their successors are:

Elliott Harris
Liza Garcia
Rogelio Cainzos

The initial Board of Directors herein designated shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect four (4) directors for a term of one (1) year, four (4) directors for a term of two (2) years and four (4) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect two (2) directors for a term of three (3) years. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining directors.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

Elliott Harris
Liza Garcia
Rogelio Cainzos

President
Secretary
Treasurer

ARTICLE XIBY LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Declaration to be filed in the Public Records of Dade County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members of the Association in the manner provided by the By-Laws.

ARTICLE XIIAMENDMENTS

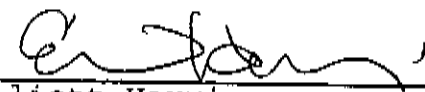
Amendment of these Articles shall require the assent of sixty-seven (67%) percent of the entire membership.


ARTICLE XIIIREGISTERED AGENT

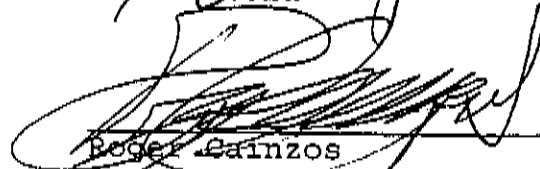
Elliott Harris, having been named to accept service of process for this corporation, at the place designated in the Articles of Incorporation, hereby agrees to act in the capacity of Registered Agent, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of his duties.


ELLIOTT HARRIS

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 3rd day of November, 1997.


Elliott Harris

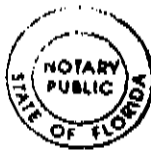

Liza Garcia


Roger Ginzos

STATE OF FLORIDA)
COUNTY OF DADE)

SWORN TO and subscribed before me as Elliott Harris the day and year last above written.

Gina Andreu
Notary Public

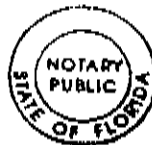


GINA ANDREU
My Comm Exp. 11/18/97
Bonded By Service Ins
No CC331290
☐ Personally Known ☐ Other L.O.

STATE OF FLORIDA)
COUNTY OF DADE)

SWORN TO and subscribed before me as to Liza Garcia the day and year last above written.

Gina Andreu
Notary Public



GINA ANDREU
My Comm Exp. 11/18/97
Bonded By Service Ins
No CC331290
☐ Personally Known ☐ Other L.O.

STATE OF FLORIDA)
COUNTY OF DADE)

SWORN TO and subscribed before me as to Roger Cainzos the day and year last above written.

Gina Andreu
Notary Public



GINA ANDREU
My Comm Exp. 11/18/97
Bonded By Service Ins
No CC331290
☐ Personally Known ☐ Other L.O.

This instrument prepared by:
Elliott Harris, Esq.
111 S.W. 3rd Street, 6th Floor
Miami, Florida 33130
Fla. Bar No. 097072

This instrument prepared by:
Elliott Harris, Esq.
111 S.W. 3rd Street, 6th Floor
Miami, Florida 33130

DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS
FOR GARDENS ESTATE HOMES AT SIGNATURE GARDENS SUBDIVISION

THIS DECLARATION is made this 3rd day of November, 1997,
by G.C. HOMES, INC., a Florida corporation, hereinafter referred to
as "Declarant."

RECITALS:

A. Declarant is the owner of certain real property described in "Exhibit A" attached hereto and made a part hereof, and located within Dade County, Florida, a development at Signature Gardens Subdivision to be known as Gardens Estate Homes (hereinafter referred to as the "Property").

B. Declarant desires to improve and sell lots upon the property and to create a residential community thereon to be known as "Gardens Estate Homes" ("the Project").

C. In order to preserve and protect the value and desirability of the Property and the Project, inclusive of the private roads, entrance gate and other common area facilities hereinafter described, Declarant deems it prudent to impose this Declaration of Covenants, Conditions and Easements against the property and place same of record.

NOW, THEREFORE, Declarant hereby declares that all of the properties in Signature Gardens Subdivision, described in the Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Gardens Estate Homeowners Association" shall mean and refer to Gardens Estate Homeowners Association, Inc., a Florida corporation not-for-profit" which as been formed in order to manage, maintain and administer the common properties, hereafter described, pursuant to this Declaration and to enforce the provisions of this Declaration, or its successors or assigns.

Section 2. "Common Properties" or "Common Areas" shall mean and refer to all real property and improvements thereon designated as such on Exhibit "B" attached hereto and made a part hereof and shall include the entrance feature area, the private streets and other landscaped areas within the property, less and except the individual platted lots within the subdivision described in Exhibit "A."

Section 3. "Declarant" shall mean and refer to Custom Florida Homes, Inc., its successors and/or assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 4. "Declaration" shall mean and refer to this instrument as it may, from time to time, be amended.

Section 5. "Entrance Feature" shall mean and refer to the area located at the entrance to the subdivision on S.W. 122nd Avenue at SW 124th Street, Dade County, Florida, consisting of an entrance feature wall, a gate and adjoining landscaped areas and improvements thereon, and the right of way, and also including the landscaped area lying in the Public Right of Way between the Easterly boundary of S.W. 122nd Avenue and the Westerly boundary of the Property.

Section 6. "Lot" shall mean and refer to a platted lot and all improvements thereon within the subdivision known as Signature Gardens Subdivision.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entitled, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Private Streets" or "Private Roads" shall mean and refer to those streets or roads designated as such or designated as Tract "A" on the plat of the Property and includes those portions of the following streets located wholly within the Property: Southwest 124th Street; Southwest 125th Street; Southwest 126th Street; Southwest 121st Avenue; Southeast 120th Court; Southwest 119th Avenue and Southwest 119th Place.

Section 9. "Property" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 10. "Residence" shall mean and refer to any lot, whether or not improved, shown on the recorded plat which is intended for residential use.

Section 11. "Subdivision" shall mean and refer to the subdivision commonly known as Signature Gardens Subdivision as described in Exhibit "A" attached and the "Subdivision Wall" shall mean and refer to the CBS wall or Chain Link fence surrounding the subdivision and lying within the boundaries of the lots.

ARTICLE II OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a non-exclusive common right and easement of ingress and egress and of enjoyment, in, to and over and use of the common properties which shall be appurtenant to and shall pass with title to every lot, subject to the following conditions:

(a) The right of the Association to establish uniform reasonable rules and regulations pertaining to the use of the common properties and the improvements thereon.

(b) The right of the Association, in accordance with its Articles of Incorporation, By-Laws and this Declaration, with the vote or written assent of two-thirds (2/3rds) of each class of Members, to borrow money for the purpose of improving the Common Properties and Facilities and in aid thereof, to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

(c) The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3rds) of

the voting power of the Class A Members, and the Class B Member, if any.

(d) The right of the Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, construction, ingress, egress and exhibit purposes.

(e) The right of the Association (by action of the Board) to reconstruct, replace, refinish any Improvement or portion thereof, upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvements, or of the general Improvements within the Common Properties, as the case may be.

(f) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties.

Anything to the contrary herein notwithstanding, no action authorized under this Article II shall be taken without the prior written consent of the Declarant as long as the Declarant owns any Lot. Further, unless otherwise provided herein, all actions, duties and obligations of the Association shall be performed by its Board of Directors as more particularly provided in the By-Laws. The rights, obligations and duties of the Association shall be limited solely and exclusively to the Common Properties and, except as otherwise specifically provided herein, the Association shall have no rights, privileges or obligations with respect to any Lot.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the member of his family, or to the tenants who reside in his residence, subject to reasonable regulation by the Board.

Section 3. Parking. Any and all parking areas on the Common Properties are for guest parking only. The Declarant shall have the right at any time and from time to time to use one or more of such parking spaces. Any cars illegally parked on any portion of the Common Properties may be towed at the Owner's expense.

Section 4. Easements for Vehicular Traffic. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Lots within the Project, that each and every Owner shall have a non-exclusive easement appurtenant for vehicular and pedestrian traffic over all Private Streets within the Common Properties, subject to the parking provisions set forth in Section 3 of Article II hereof.

Section 5. Easements for County and Private Utility Use. In addition to the foregoing easements over the Common Properties, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners with the Project, easements for County and private garbage collection and utility services, including, but not limited to, the right of the police and fire departments to enter upon any part of the Common Properties for the purpose of enforcing the law, and/or protecting public and private property, and the right of all utility companies to install and maintain their equipment and facilities.

Section 6. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon or by abandonment of his residence.

Section 7. Title to the Common Properties. When title to all lots in Signature Gardens Subdivision have been conveyed to purchasers, or sooner at the option of the Declarant, the Declarant shall convey to the Association the fee simple title to the Common Properties and Association shall accept said conveyance. The Developer, and thereafter the Association, shall hold title to the Common Properties for the benefit of those persons entitled to use same under the provisions hereof. Declarant may mortgage the Common Properties to finance the original development and construction thereof, provided that (i) the lender recognized the rights of the Owners hereunder, (ii) the Common Properties shall be free of mortgage at the time of conveyance to the Association, and (iii) the Association shall not be personally liable for payment of the debt secured by such mortgage(s).

Section 8. Access Easement. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the private streets constructed from time to time in the Project, which easements shall be for the use of Declarant (its successors and assigns), Owners, and their respective lessees, employees, agents, invitees and licensees.

Section 9. Drainage, Water and Sewer Systems. The obligations, if any, of the Declarant to maintain the drainage systems, if any, within the Project, except for such portion of said systems lying within the boundaries of any Lot, are hereby specifically assumed and shall be fully performed by the Association from and after the date this Declaration is recorded in a continuous and satisfactory manner (whether or not said system and any and all parts thereof are now or hereafter conveyed to the Association). Notwithstanding anything herein to the contrary, it shall be the obligation of the Association to maintain the Surface Water Management System located within the subdivision. With respect to the drainage systems, the requirements of the South Florida Water Management District shall be complied with and no changes may be made therein without the prior written consent of the Declarant or its successor in function. The provisions of this Section 9 may not be amended without the prior written consent of the Declarant, and, with respect to those provisions relating to drainage, of said District.

Section 10. Landscaping and Painting Easement. An easement is hereby reserved unto Declarant and the Association, upon, over and across all those portions of each lot in the Subdivision lying outside of the exterior boundaries of the Subdivision Wall ("Landscape Easement Area") for the purpose of repairing, maintaining and painting the top and exterior portions of said Subdivision Wall by the Association and for the purpose of permitting the Association to maintain any and all landscaping owned and maintained by the Association upon such portions of the Lots.

All Owners hereby covenant and agree, by virtue of the acceptance of a deed or other conveyance of a fee interest in and to the said Lots, to be bound by and to comply with all of the terms, covenants and conditions and other provisions of this Declaration and the easements created hereby. Said Owners acknowledge and agree that the Subdivision Wall will serve to enhance the value and desirability of their Lots and the Property as a whole. Each Owner of a Lot covenants and agrees not to install or permit to be placed upon or to remain on or in view of any portion of the easement area created hereby, lying on the exterior side of the said wall abutting their residence, any junk trash, refuse or unsightly objects. In the event that any such Owner shall fail to comply with the foregoing, the Declarant or Association may enter upon such Owner's property and remove such junk, trash, refuse or unsightly objects at the expense of the Owner, and such entry shall not be deemed a trespass.

ARTICLE III
MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot and the Declarant shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the Lot. Ownership of such Lot shall be the sole qualification for Membership of an Owner in the Association.

ARTICLE IV
VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting members as follows:

Class A. Class A members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B membership. Class A members shall be entitled to one (1) vote for each Lot which is subject to Assessment, as further provided in the Declaration of any Supplemental Declaration. Declarant shall become a Class A member with regard to Lots owned by Declarant upon termination of Declarant's Class B membership below

Class B. The Class B member shall be Declarant. 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 be converted to Class A membership upon the first to occur of any of the following events at which time members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors of the Homeowners Association:

- (1) Within ninety (90) days after 90% Residences expected to be built in the Project are constructed and conveyed to purchasers; or
- (2) Thirty (30) days after Declarant elects to terminate the Class B membership (whereupon the Class A Members shall assume control of the Association and elect the Board); or

Declarant shall be entitled to elect at least one member of the Board of Directors of the Homeowners Association as long as the Declarant holds for sale in the ordinary course of business at least 5% of the Lots of the Subdivision.

Section 2. Vote Distribution. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for Membership. When more than one person holds such interest or interests in any Lot ("Co-Owner"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. Such Co-Owners may from time to time designate in writing one of their number of vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a Lot. Where no voting Co-Owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the Co-Owners of the Lot mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-Owners. No vote shall be cast for any Lot where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of Ownership.

All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration and in the Articles of Incorporation, and By-Laws of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

ARTICLE V
DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

- (a) Maintain, repair and otherwise manage the Common Properties and all improvements and lighting thereon in accordance with the provisions of this Declaration.
- (b) Painting of the Common Properties and the periodic painting and maintenance of the exterior portions of the Subdivision Wall (the Owners shall be responsible for painting and maintaining the interior portion of said wall within the boundaries of each Owner's lot).
- (c) Landscaping and gardening of Common Properties inclusive of the Entrance Feature and those portions of the Lots lying on the Landscape Easement Area.
- (d) Maintain all Private Streets within the Common Properties, including cleaning and periodic resurfacing of the streets.
- (e) Obtain, for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electric services, and provide for all refuse collection and cable or master television service (if any), as necessary.
- (f) Grant easements, rights of way or strips of land, where necessary, for utilities, and facilities and other services over the Common Properties to service the Common Property and other portions of the Project.
- (g) Maintain such policy or policies of liability and other insurance with respect to the Common Properties and personal property located thereon or used in connection therewith, if any, owned by the Association or the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association.
- (h) Employ or contract with Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and delegate, at the option of the Board, its powers to committees, officers and employees.
- (i) Install and maintain security devices, detectors and communications facilities, and employ or contract for employment or security services, guards and watchmen for the Common Properties.
- (j) Take such other action which the Board, in its sole discretion, shall deem advisable with respect to Common Properties, as may be permitted hereunder or under law.

ARTICLE VI
COVENANT FOR ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; all such Assessments to be imposed and collected as hereafter provided. The obligation of an Owner of a residence for its respective assessment shall commence with the date upon which title to that residence is sold and conveyed to the purchaser thereof. Such assessments for the month of closing shall be prorated.

Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting first mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title to such Owner. The Board of Directors shall deposit all monies collect in one or more accounts as it shall elect.

Section 2. Purpose of Common Assessments. The Assessments levied by the Association shall be used exclusively to promote, in the opinion of the Board, the common safety, benefit, recreation, welfare and aesthetics of the Owners with respect to the improvement, maintenance, and repair of the Common Properties and the Landscape Easement Area as provided herein. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse the Declarant for start-up expenses advanced by Declarant.

Section 3. Damage to Common Properties by Owners. The foregoing maintenance, repair or replacement within the Common Properties and Landscape Easement Area arising out of or caused by the willful or negligent act of an Owner, his family guests or invitees, shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his Lot, unless proceeds of insurance are collected with respect thereto.

Section 4. Capital Improvement and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year, only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repair or replacement of capital improvement, or other such addition, upon the Common Properties, including fixtures and personal property related thereto; provided that any such assessment in excess of Five Thousand (\$5,000.00) Dollars shall require the vote or written assent of a majority of the votes of Members who are subject to such Assessments. No action authorized in this Section 4 shall be taken without the prior written consent of the Declarant as long as the Declarant owns any Lot.

Section 5. Notice for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Section 4, above, shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same

notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding schedule meeting.

Section 6. Rate of Assessment. Common Assessments, Capital Improvement Assessment and Reconstruction Assessments provided for in this Article VI shall be allocated and assessed equally among the lots, so that each Lot shall be allocated and assessed on the basis of 1/95 each.

The Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent act of said Owners, their guests or agents or otherwise. All Common Assessments shall be collected monthly, provided that it not paid when due, all such monthly installments may be accelerated and shall thereupon be due in one lump sum. All Common Expenses shall be assessed exclusively among the Lots which are subject to Assessment pursuant to Article VII, Section 1, hereof.

Section 7. Date of Commencement of Common Assessments; Due Date. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board of Directors shall fix the amount of the annual Common Assessment against each Lot subject to the Assessments at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge not to exceed fifty (\$50.00) dollars, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments against a Lot is binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member, and to each first Mortgagee who has filed a written request for copies of the same with the Board of Directors in the manner provided in the By-Laws of the Association. At least thirty (30) days prior the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Membership of the Association a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may, but need not, include reasonable provision for contingencies and reserves).

At the end of any fiscal year of the Association, all excess funds over and above the amounts used for Common Expenses shall be retained by the Association and used to reduce the following year's Common Assessments.

Section 8. Liability of Declarant. Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments imposed upon Lots for which it is the Owner as long as the Declarant pays all deficits in operation of the Association above the Assessments collective from other Owners of Lots. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be computed. Declarant may at any time and from time to time be relieved of all obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Lots for which it is the Owner, except no Assessments shall be due from Declarant for any Lot until a certificate of occupancy is issued for the improvements thereon.

ARTICLE VII
EFFECT OF NON-PAYMENT OF ASSESSMENTS:
REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments; Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest lawful rate then applicable. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board of Directors to pay a late charge equal to the amount of the unpaid Assessment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the Lot or both. No Owner may waive or otherwise escape liability for Properties or abandonment of his Lot. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each first mortgagee of a Lot which has requested a copy of the notice. The notice shall specify (1) the fact that installment is delinquent, (2) the action require to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installment of the Common Assessment for the then current fiscal year and sale of the Lot pursuant to foreclosure of the lien securing the unpaid Common Assessments. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of all applicable Assessments to be immediately due and payable without further demand and may enforce the collection of the full Assessments and all charges thereon in any manner authorized by law and this Declaration.

Section 2. Notice of Claim of Lien. No action shall be brought to enforce any Assessment lien herein unless at least thirty (30) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association; said Notice of Claim of Lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the highest lawful rate, plus reasonable attorneys' fees and expenses of collection in connection with debt secured by said lien and late charges), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer or agent of the Association. The Lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through its duly authorized agent, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the Association, an officer thereof shall record an appropriate Release of Lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty (\$50.00)

Dollars to cover the cost of preparing and recording such Release. A certificate executed and acknowledged by any two (2) members of the Board or by the Management Company stating the indebtedness secured by the lien upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

Section 5. Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 6. Subordination of the lien to Tax Liens and Mortgages. The lien of the Assessments provided for herein shall be subordinate and inferior to tax liens and to the lien of any first Mortgage (meaning any recorded Mortgage with first priority or seniority over other mortgages subject only to tax liens, and which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years) made in good faith to an unrelated party and for value and recorded prior to the date on which the Notice of Claim of Lien is recorded. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such mortgage or deed in lieu thereof (if such mortgage was recorded prior to the recording of a Claim of Lien) shall extinguish the lien of such Assessments as to installments which become due prior to such sale or transfer. However, no sale or transfer shall relieve such lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof, and provided that all amounts not collected by reason of such foreclosure of deed in lieu shall be deemed a Common Assessment and shall be collectible as such from all Lots, including the Lot which is the subject of the foreclosure or deed in lieu. Notwithstanding anything to the contrary set forth in this Declaration, the foregoing provisions relating to the lien of assessments, cannot be amended without the consent of Dade County.

ARTICLE VIII MAINTENANCE AND REPAIR OBLIGATIONS

The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all commonly metered utilities, entrance feature, private streets and any and all utility facilities, landscaped areas on the Common Properties, and that area of the entrance feature lying in the public right of way between the Easterly boundary of SW 122nd Avenue and the Westerly boundary of the Property. In addition the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. The Association shall have no obligation whatsoever to maintain or repair any portion of the Project (inclusive of any lot or improvements thereon) not otherwise specifically included within the Common Properties and/or within the Landscape Easement Area, and/or within the Entrance Feature as defined in Article 1, Section 5, hereof.

ARTICLE IX USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article IX shall be applicable to all of The Properties, as described above.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height. Temporary uses by Declarant for model homes, 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.

Section 3. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats and as 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 for installations for which a public authority or utility company is responsible. Miami-Dade Water and Sewer Authority, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, and Declarant, 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 conduits, under and through the utility easements as shown on the plat of the subdivision. 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.

Section 4. Nuisances. 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.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any houses built in these subdivisions or any ancillary building.

Section 6. Signs. 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 five (5) square feet advertising the property for sale or for rent, 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 inside a home or on the outside walls of the home or on any fences on the Properties, nor on entryways or any vehicles within The Properties, except such as are placed by the Declarant.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 8. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on

any Lot, except household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any areas, except the Lot of the Owner of such pet, 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.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 10. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, horse trailers or vans, other than boats, boat trailers, and small commercial or recreational vans, shall be permitted to be parked or to be stored at any place on The Properties. Boats, boat trailers and small commercial or recreational vans may be parked or stored on the property but they must be in a fenced-in area within a lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivering and other commercial services, nor to vans for personal use, nor to any vehicles of the Declarant. No on-street parking shall be permitted.

Section 11. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division which 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.

Section 12. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of The Properties.

Section 13. Unit Air Conditioners and Reflective Materials. 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.

Section 14. Chain Link Fences. No chain link fences shall be permitted unless arrangements are made to cover such fencing with ficus plants, vines or other suitable landscaping. No exposed or bare chain link fences shall be permitted unless installed by Declarant during construction periods.

Section 15. Leases. No portion of a Lot and dwelling unit (other than an entire Lot and dwelling unit) may be rented.

Section 16. Declarant Exemption. Declarant and its successors or assigns will undertake the work of constructing residences and improvements relating thereto. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a community. As used in this Section and its subparagraphs, the words "its successor or assigns" specifically do not include purchasers of completed residences. In order that said work may be completed and the Project established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or sub-contractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Project may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors or sub-contractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or sub-contractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Project as a community and disposing of the same by sale, lease or otherwise; and

(c) Prevent Declarant, its successors or assigns, or its or their contractor or sub-contractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in the Project and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Project; or

(e) Prevent Declarant, its successors or assigns, or its or their contractors or sub-contractors, from maintaining such sign or signs of any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Units, or otherwise from taking such other actions deemed appropriate.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for constructions, development, use, rental and sale of the Project.

Section 17. Insurance Rates. Nothing shall be done or kept in the Common Properties which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 18. Additional Rules. The Board reserves the right to make additional rules and regulations governing the Common Properties as may, in the sole discretion of the Board, be required from time to time, without the consent of the Members. When and if such additional rules and regulations become promulgated, same shall be binding on the Owners as if originally set forth herein, provided that the Association shall not have the right to make or adopt any rules or regulations concerning the use or occupancy of the Lots or the Improvements thereon.

ARTICLE X DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the Common Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary (and for purposes of this Article and Article XI, the Subdivision Wall shall be included within the meaning of Common Properties):

(a) In the event of damage to or destruction of the Common Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such common Properties to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Twenty Thousand (\$20,000.00) Dollars or less of being sufficient to effect total restoration to the Common Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Owners, in accordance with the provisions of Article VI, Section 4, of the Declaration.

(c) If the insurance proceeds are insufficient by more than Twenty Thousand (\$20,000.00) Dollars to effect total restoration to the Common Properties, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restor the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Reconstruction Assessments against all Lots, (2) to rebuild and restor in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Lots.

(d) Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his Family, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The costs of correcting such damage shall be a Special Assessment against the Lot and may be collected as provided herein for the collection of Assessment.

ARTICLE XI INSURANCE

Section 1. Common Properties. The Association shall keep all Improvements located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the agent and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said person, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and Management Company from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Unit Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations thereunder, or resulting from their membership on the Board or any committee thereof.

ARTICLE XII MORTGAGEE PROTECTION CLAUSE

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each first Mortgagee of a Mortgage encumbering any Lot, at his written request, is entitled to written notification from the Association of any default by the Owner or such Lot in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not current within thirty (3) days after the Association learns of such default.

(b) Unless at least seventy-five (75%) percent of first Mortgagees (based upon one vote for each Mortgage owned), and seventy-five (75%) percent of the Owners have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Properties and the Improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Declarant or the transfer of the Common Properties to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause);

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Lot;

(3) by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining

to the architectural design of the exterior appearance of property within the Project;

(4) fail to maintain fire and extended insurance on insurable portions of the Common Properties as provided herein; or

(5) use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Improvements (except as contemplated herein);

(c) First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

(d) All first Mortgagees who have registered their names with the Association shall be given (1) thirty (30) days' written notice prior to the effective date of any proposed material amendment to this Declaration or the Articles of Incorporation or By-laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Properties following a decision of the Owners to assume self-management of the Common Properties; and (2) immediate management of the Common Properties; and (2) immediate notice following any damage to the Common Properties whenever the cost of reconstruction exceeds Ten Thousand (\$10,000.00) Dollars, and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Properties;

(e) First Mortgagees may, joint or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Properties and may pay any overdue premiums on Hazard Insurance policies, or security new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association and the appropriate Owners thereof.

ARTICLE XIII ENCROACHMENTS; EASEMENTS

Section 1. Encroachments. If (a) any portion of the Common Properties encroaches upon any Lot or other portion of the Project; (b) any other Lot or portion of the Project encroaches upon the Common Properties; or (c) any encroachment shall hereafter occur as the result of (i) construction of any residence or improvement by Declarant; (ii) settling or shifting of any such residence or improvement; (iii) any alteration or repair to the Common Properties, any repair restoration of any of the Common Properties after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all of any portion of any of the Common Property, then, in any such event a valid easement shall stand.

Section 2. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each Lot Owner shall have an easement in common with all other Owners to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Common Properties and Landscape Easement Area and serving such Lot.

Section 3. Construction and Sales. The Declarant (and its agents, employees, contractors, sub-contractors and suppliers) shall have an easement of ingress and egress over and across the Common Properties and Landscape Easement Area for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties and/or Landscape Easement Area for the purpose of advertising the sale or lease of Lots.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by the Association as follows:

(a) Beach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoyed, abated or remedied by appropriate legal proceedings by the Declarant, the Association or the successor-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by the Declarant or the Association or their successors-in-interest.

(c) The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such lot shall be bound by said covenants whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision hereof which shall remain in full force and effect.

Section 3. Term. Subject to the amendment provisions of Section 5 hereof, the covenants and restrictions of this Declaration shall run with and bind the properties covered hereby, and shall insure to the benefit of and be enforceable by the Association, the Declarant, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument approved by the then Owners of 80% of the Lots and their mortgagees, has been recorded revoking said covenants. If revoked in any other manner while Declarant owns any portion of the Project, title to the Common Properties shall remain in Declarant and Declarant shall be free to erect barricades and prevent use of all or any portion thereof. No prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of maintaining the Common Properties and Landscape Easement Area. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 5. Amendments. This Declaration may be amended by the Association (1) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-third (66 2/3%) percent of the voting power of the Class A Membership and the affirmative vote of the Class B Member (so long as the Class B Membership exists); or (2) by the affirmative vote of the Class B Member alone; provided, however, that no amendment shall be permitted which has a material adverse affect upon substantial rights of the Declarant or a First Mortgagee without the prior written consent of Declarant or such First Mortgagee, as appropriate. Further, no amendments shall be permitted which have a material adverse affect with respect to the easements granted pursuant to Article II hereof. Nothing contained herein shall affect the right of the Declarant to make such amendments or Supplemental Declaration as may otherwise be permitted herein. This Section 5 may not be amended.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Project shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.


Section 8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 9. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALES OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 10. Withdrawal of Certain Property. Anything herein contained to the contrary notwithstanding, Declarant reserves the right to amend this Declaration at any time or times, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the project from the provisions of this Declaration.

Declarant has caused this Declaration to be executed on the date first written above.

G.C. HOMES, INC., a Florida corporation

By: 
Michael Garcia-Carrillo, President
14425 Country Walk Drive
Miami, Florida 33186

Attest:

(seal)



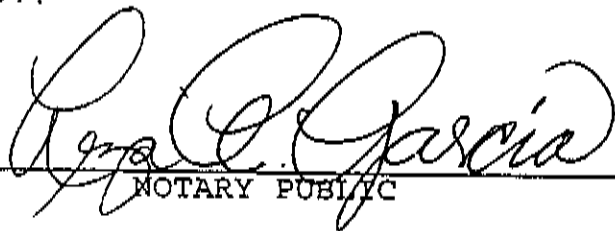
Elliott Harris, Secretary

STATE OF FLORIDA)

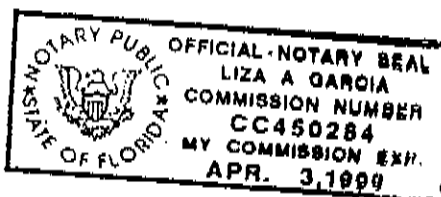
COUNTY OF DADE)

BEFORE ME the undersigned authority, personally appeared, Michael Garcia-Carrillo and Elliott Harris, President and Secretary, respectively, of G.C. Homes, Inc., a Florida corporation, to me personally known, who signed the foregoing instrument as such officers, that said instrument is the act and deed of said corporation, and they did not take an oath.

Witness my hand and Official Seal in Dade County, Florida, this 3rd day of NOVEMBER, 1997.


NOTARY PUBLIC

My Commission Expires:



JOINDER OF MORTGAGEE

SUNTRUST BANK, MIAMI, N.A., as mortgagee of the subject properties, hereby joins in the Declaration of Covenants, Conditions and Restriction for Gardens Estate Homes at Signature Gardens Subdivision, hereby consenting thereto.

Dated this 16th day of October, 1997.

SUNTRUST BANK, MIAMI, N.A.

by: _____

Ruben PEDRON
Vice President

STATE OF FLORIDA)
SS.
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared Ruben Pedron as V.P. of SUNTRUST BANK, MIAMI, N.A., who is personally known to me or presented _____ as identification and did not take an oath.

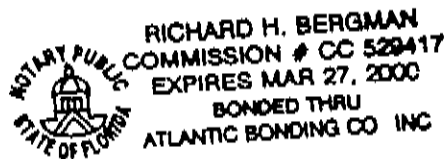
SWORN TO and subscribed before me this 16 day of Oct, 1997.

[Signature]

NOTARY PUBLIC, State of Florida

typed/printed name

My commission expires:



This instrument prepared by:
Elliott Harris, Esq.
111 S.W. 3rd Street, 6th Floor
Miami, Florida 33130

EXHIBIT "A" TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR GARDENS ESTATE HOMES AT
SIGNATURE GARDENS SUBDIVISION

PARCEL NO. 1 - The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Township 55 South, Range 39 East, LESS and EXCEPT the West 35 feet thereof;

PARCEL NO. 2 - A portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and a portion of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Township 55 South, Range 39 East, lying West of the Westerly right of way line of C-100 Canal and West of the West Limited Access right of way line of State Road No. 821 (HOMESTEAD EXTENSION TO FLORIDA'S TURNPIKE), being more particularly described as follows: BEGIN at the Northwest corner of the said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence run North 87° 16' 33" East, along the North line of the said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, for a distance of 464.95 feet; thence run South 08° 01' 24" East, for a distance of 237.91 feet, to a Point of Curvature of a circular curve to the left; thence run Southeasterly along the arc of said curve, having a radius of 225.00 feet and a central angle of 69° 10' 22", for an arc distance of 271.64 feet (said last two courses being coincident with the Westerly and Southwesterly right of way lines, respectively, of said C-100 Canal); thence run South 08° 01' 24" East, for a distance of 244.06 feet; thence run South 03° 30' 57" East, for a distance of 31.90 feet (said last two courses being coincident with the said West Limited Access right of way line of State Road No. 821); thence run South 87° 03' 49" West, along the South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, for a distance of 676.33 feet; thence run North 02° 30' 50" West, along the West line of the said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, for a distance of 710.32 feet to the Point of Beginning.

To be known as Lots 1 through 9, Block 1; Lots 1 through 10, Block 2; Lots 1 through 14, Block 3; Lots 1 through 14, Block 4; Lots 1 through 18, Block 5; Lots 1 through 17, Block 6; and Lots 1 through 5, Block 7; along with Tract "A" and other common areas of SIGNATURE GARDENS SUBDIVISION, According to the Plat thereof, as recorded in Plat Book _____ at Page _____ of the Public Records of Dade County, Florida.

GARDENS ESTATEHOMEOWNERS ASSOCIATION, INC.BY-LAWSARTICLE I

NAME AND LOCATION. The name of the corporation is Gardens Estate Homeowner's Association, Inc., hereinafter referred to as the "Association." The Association's principal office of the Corporation shall be located in Miami, Florida, but meeting of the members and directors may be held at such places within the State of Florida, County of Dade, as may be designated by the Board of Directors.

ARTICLE IIDEFINITIONS

Section 1. "Association" shall mean and refer to Gardens Estate Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Amended Declaration of Covenants, Conditions and Restrictions.

Section 3. "Common Area" shall mean all real and personal property owned or leased by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to G.C. Homes, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Public Records of Dade County, Florida.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE IIIMEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day of the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote 10% of the voting interest of the association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. At a meeting of the members entitled to cast, or of proxies entitled to cast, 30% of the voting interests of the members of the association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

The affairs of this Association shall be managed by a Board of twelve (12) directors, who shall be members of the Association, excepting that until Class B membership ceases to exist the members of the Board of Directors need not be members of the Association, and the initial Board of Directors and succeeding Boards until such time as Class B membership has ceased and been converted to Class A, membership shall be comprised of three (3) members. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Elliott Harris, Esq.	111 S.W. 3rd Street, 6th FL Miami, FL 33130
Liza Garcia	111 S.W. 3rd Street, 6th FL Miami, FL 33130
Rogelio Cainzos	111 S.W. 3rd Street, 6th FL Miami, FL 33130

The initial Board of Directors herein designated shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect four (4) directors for a term of one (1) year, four (4) directors for a term of two (2) years and four (4) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect two (2) directors for a term of three (3) years. Any vacancy on the Board of shall be filled for the unexpired term of the vacated office by the remaining directors.

Section 2. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any four directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of the business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

a. adopt and publish rules and regulations governing the use and maintenance of the Maintained Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

b. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

c. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

c. employ such employees as they deem necessary, and to prescribe their duties; and

e. to enter into a management agreement for the management and maintenance of the maintained areas and to delegate the duties of the Association to the manager, except such duties that are expressly reserved herein.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at an annual meeting of the members, or at any special meeting when such statement is requested in writing by 30% of the members who are entitled to vote;

b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due and payable and/or bring an action at law against the owner personally obligated to pay the same.

d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. procure and maintain adequate liability and hazard insurance on property owned by the Association;

f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g. cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, as secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held more by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President:

a. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President:

b. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary:

c. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer:

d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall be at all times, during reasonable business hours, be subject to inspections by any member. The Declarations, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due and payable shall be delinquent and if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Lot, or both. Interest, costs and reasonable attorneys fees incurred in any actions shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Maintained Area or the abandonment of his Lot. The owner or owners of each Lot shall be obligated to pay 1/95th of the annual assessment.

ARTICLE XII

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases herein the director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Gardens Estate Homeowners Association, Inc., a Florida corporation, not for profit", and the year of incorporation.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of the majority of a quorum of members present in person or by proxy.

Section 2. In the 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.

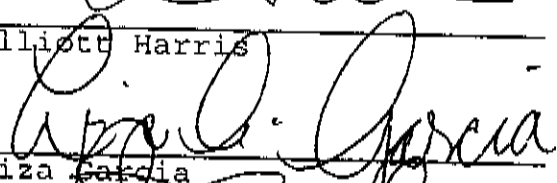
ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal period shall begin on the date of incorporation and end on December 31, 1997.

IN WITNESS WHEREOF, we being all of the directors of Gardens Estate Homeowners Association, Inc., have hereunto set out hands the 3rd day of NOVEMBER, 1997.


Elliott Harris


Liza Garcia


Rogelio Cainzos

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK GIBBY HUNT