

OFF REC 13490 PG 109

## THE GABLES II TOWNHOMES, A CONDOMINIUM

DECLARATION OF CONDOMINIUM

INTERDEVCO PROPERTIES, INC., a Florida corporation (the "Developer"), joined by and with consent of 1st Nationwide Network Mortgage Company, a California corporation ("1st NN") and fee simple title holder of the lands submitted to the provisions hereof, makes the following declarations:

1. PURPOSE. The purpose of this Declaration of Condominium (the "Declaration") is to submit the land and improvements described herein to condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes (the "Condominium Act"). Except where permissive variances therefrom appear in this Declaration and its exhibits, including the annexed Bylaws and/or Articles of Incorporation of The Gables II Townhomes Condominium Association Inc., a Florida corporation not-for-profit, or in lawful amendments to these instruments, the provisions of Chapter 718, Florida Statutes, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba. This Declaration and its exhibits, the annexed Bylaws, the Articles of Incorporation of said corporation, as lawfully amended from time to time, and the Condominium Act shall govern this condominium and the rights, duties and responsibilities of owners of condominium parcels therein.

2. NAME. The name by which this condominium is to be identified is "The Gables II Townhomes, a Condominium" (hereinafter referred to as the "Condominium").

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. The following property is hereby submitted to the condominium form of ownership.

A. The Land. The lands, owned in fee simple by 1st NN, lying and being situate in Dade County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are called "the land".

B. The Improvements. The improvements upon the lands described in Exhibit "A" hereto are comprised of five (5) buildings containing a total of fifty-eight (58) residential Condominium Units, and all the common elements and improvements appurtenant thereto, as more particularly set forth in the plot plan, survey and graphic descriptions of improvements as shown in Exhibit "B" attached hereto and made a part hereof as though set out in full. The improvements may be supplemented in the event that the Developer elects to phase in additional lands pursuant to the provisions of paragraph 40 below.

4. DEFINITIONS. As used in this Declaration and all exhibits attached hereto, unless the context otherwise provides

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or requires, the following terms shall have the meanings or definitions listed below. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by the Condominium Act.

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

B. Assessment - means a share of the funds required for the payment of common expenses which from time to time are assessed against an owner.

C. Association or Corporation - means The Gables II Townhomes Condominium Association, Inc., the entity responsible for the operation of the Condominium.

D. Board - means the Board of Directors of the Corporation.

E. Bylaws - means the Bylaws of the Association as they exist from time to time, and as they may be amended from time to time.

F. Common Elements - means the portion of the Condominium property not included in the Units. Common elements shall not include the tangible personal property required for the maintenance of the common elements, which property shall belong to, and be owned by the Association. References to common areas mean, and are, the common elements, and said words "common areas" and "common elements" are used interchangeably.

G. Common Expenses - include: (1) expenses of administration and management of the Condominium property; (2) expenses of maintenance, operation, repair or replacement of common elements; (3) expenses declared as common expenses by the provisions of this Declaration or the Bylaws; (4) any valid charge against the Condominium as a whole.

H. Common Surplus - means the excess of all receipts of the Corporation, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over and above the amount of money expended as common expenses.

I. Complex - means and refers to the entire Coral Lakes Complex which is contemplated to consist of condominium buildings and common elements for this Condominium, for which this Declaration is applicable (constructed upon the land which is legally described as Exhibit "A" as attached hereto) and other land as hereinafter described. The land of the Complex is expected to consist of the real property described in Exhibit "G" attached hereto and made a part hereof as though set out in full facilities and hereinafter sometimes referred to as the "Complex Land". The Complex plan for development is expected to consist of various separate and distinct condominiums, other fee simple,

attached and detached residential dwelling units governed by various community associations, and rental type structures, recreational and accessways which the Developer, its assignee or nominee, intends to construct, but is not obligated to construct upon the Complex Land. The sole portion of the Complex which shall be available on a non-exclusive basis for the benefit of Unit Owners shall be the Condominium property, portions of the Complex affording paved vehicular and pedestrian access from the Condominium property to an adjacent public roadway, and such other portions of the Complex as are expressly represented to be completed and available under the disclosure materials provided to owners of Units. The land of the Condominium (Exhibit "A" hereto) is a part of the land of Exhibit "G" hereto. However, only the land of Exhibit "A" hereto is part and parcel of this Condominium and the other land of the Complex (excluding the land of Exhibit "A") is not part and parcel of this Condominium.

J. Condominium - means that form of ownership of condominium property under which Units or improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit, as part thereof, an undivided share in common elements.

K. Condominium Documents - means this Declaration and the prospectus to which it is an exhibit, and all exhibits thereto as same, from time to time, may be amended.

L. Condominium Unit - means a part of the property which is subject to private ownership; said Unit being a unit space designated as "Condominium Unit" or "Unit" on the plot plan, survey and graphic descriptions attached hereto as Exhibit "B".

M. Condominium Parcel - means the Condominium Unit, together with an undivided share in the common elements appurtenant thereto.

N. Co-Tenant - means an owner owning a condominium parcel in conjunction with another owner.

O. Declaration - means this instrument and all exhibits attached hereto as it or they, from time to time, may be amended.

P. Developer - means Interdevco Properties, Inc., a Florida corporation "Interdevco"), by virtue of its covenants to cause the development, construction and marketing of the Condominium and its Units under agreement with 1st Nationwide Network Mortgage Company, a California corporation ("1st NN"), and record fee simple owner of the lands being submitted to condominium ownership hereunder. Developer also means any successor or assign of 1st NN which acquires all or any portion of the Condominium and/or the lands comprising the same for the purpose of development and to which 1st NN specifically assigns

all or a part of the rights of the Developer hereunder by an express written assignment in recordable form.

Q. Directors - means the directors of the Corporation.

R. Institutional Mortgagee - means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States Government, the Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, as well as any other federal, state, municipal or governmental body, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee, or designee of the Developer (in the event that, as to the latter category, the Developer or its designee engaged in a uniform, marketing plan for offering mortgage financing).

S. Institutional Mortgage - means a mortgage guaranteed, insured, owned or held by an Institutional Mortgagee.

T. Insurance Trustee - means that Florida bank having trust powers, designated by the to receive proceeds on behalf of the corporation, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

U. Limited Common Elements - means and includes that portion of the common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

V. Member - means an owner or co-tenant who, or which, is a member of the Association.

W. Occupant - means the person or persons, other than the owner, in possession of a Condominium Unit.

X. Owner - means that person or entity owning a Condominium parcel.

Y. Property or Condominium Property - means and includes the real property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

Z. Utility Services - as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, sprinkler, irrigation, drainage, sewage, cable television and garbage disposal.

AA. Voting Member - means an owner or his designee empowered to vote at annual or special meetings.

5. IDENTIFICATION. The Condominium Units and all other improvements constructed on the Condominium property are set forth in detail in Exhibit "B" attached hereto and made a part hereof. Each Condominium Unit is described in Exhibit "B" in such a manner that there can be determined therefrom the identification, location, and dimensions of such Unit and the common elements appurtenant thereto.

Each Condominium Unit is identified by reference to the building in which it is located and by a number, letter or name, or combination thereof, as shown on Exhibit "B", so that no Unit bears the same designation as any other Unit.

6. EASEMENTS. Each of the following easements is a covenant running with the land of the Condominium, to wit:

A. Utility Services; Drainage. Easements are reserved under, through and over the Condominium property as may be required for utility services, cable television and other services, and drainage in order to serve the Condominium and other portions of the Complex. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility or other services or drainage facilities or use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and drainage facilities and common elements contained in the Unit or elsewhere in the Condominium property, and to remove any improvements interfering with or impairing facilities, services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one (1) days' notice except in the event of an emergency. Drainage systems on the Condominium property shall be maintained continuously in good condition by the Association or its designee and easements are hereby granted over all Condominium parcels in favor of all Unit Owners and the Association with respect thereto; provided that such easements shall not unreasonably interfere with the Unit Owner's permitted use of his Unit. Such easements shall be for the use and benefit of owners, Institutional Mortgagees or tenants, and those claiming by, through or under the aforesaid. With respect to any easements set forth herein, all such easements shall be for the use and benefit of owners, Institutional Mortgagees or tenants, and those claiming by, through or under the aforesaid.

B. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls,

lobbies, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for emergency vehicular and pedestrian traffic over, through and across such portions of the common elements and limited common elements as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any common element, limited common element or upon any other Unit, by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

D. Support. 1st NN and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements. 1st NN and/or the Developer (during any period in which there are any unsold residential Units in the Complex) and the Association each shall have the right to grant such additional electric, telephone, telephone answering service, drainage, irrigation, sprinkler, cable television or other utility or service easements. 1st NN and/or the Developer shall have the right with consent by the Association to relocate any existing utility or service easements in any portion of the Condominium property, and to grant such access easements as the Developer shall deem necessary for the proper operation and maintenance of the improvements or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units in the Condominium for dwelling purposes.

F. Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall

constitute covenants running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Developer and/or Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

7. COMMON ELEMENTS. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Condominium Act, the following items:

- A. An undivided share in the common surplus.
- B. Easements for ingress, egress, support, maintenance, repair, replacement and utilities.
- C. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units or any of them.
- D. Easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and common elements and easements of support in every portion of a Unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such Units.
- E. All bearing walls or columns located within Units constitute parts of the common elements to the unfinished surface of such walls or columns. Notwithstanding anything herein to the contrary, sliding glass doors and accompanying screen doors located within all walls (including bearing walls) that are within Units comprise a portion of such Units and, accordingly, expenses for upkeep, maintenance, repair and replacement are solely the responsibility of Unit Owners.

8. OWNERSHIP OF COMMON ELEMENTS AND RESTRICTIONS THERETO. The owner of each Unit shall own a share and interest in the condominium property which, together with such owner's membership in and voting rights regarding the Association, is appurtenant to his Unit, which includes, but is not limited to, the following items which are appurtenant to the several Units, if expressly indicated as such:

A. Common Elements. Each of the Unit Owners shall own as an appurtenance to his Unit an undivided share, stated as a percentage, in the common elements and the limited common elements appurtenant to his Unit. The percentages of ownership of common elements were calculated by taking the approximate total square footage of enclosed living area of all Units in all buildings of the Condominium and dividing them into the

approximate square footage of enclosed living area of each of the individual Units and approximating the results obtained thereby. The percentages for the Units in the real property submitted to condominium ownership are set forth in Exhibit "C" hereto. The percentages for the Units in the event that Phase II lands are phased into the Condominium are set forth in exhibit "J" hereto.

B. Common Surplus. Each Unit Owner shall own any common surplus of his Condominium in the same percentage as the common elements appurtenant to each Unit are shared. Such ownership, however, does not include the right to withdraw or require payment or distribution of the same.

C. Automobile Parking Spaces. The parking general areas serving the Condominium are located upon a portion of the Complex planned for designation as Class Common Properties pursuant to the Master Declaration for Coral Lakes, summarized in paragraph 39 hereof. Such parking areas are numbered and graphically depicted in part in Exhibit "B" to this Declaration. In accordance with the provisions of Section 3(b) of Article VI of the Master Declaration for Coral Lakes, Developer has reserved the right to grant exclusive use rights of parking spaces to Unit Owners by delivery of a written assignment of parking space designation whereupon such rights shall pass with title to the Units.

9. COMMON EXPENSES. The common expenses of the Condominium shall be shared by the Unit Owners of the Condominium in the same percentage as the common elements appurtenant to each Unit are shared. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their locations or amenities, or the building square footage included in each Condominium Unit.

10. LIMITED COMMON ELEMENTS. Balconies, courtyards and slab or surface areas within such courtyards upon which air-conditioning compressor/condenser Units are situate, all as shown or referred to on Exhibit "B" hereto, are limited common elements usable only by appurtenant Unit Owners. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit Owner, his family, guests, servants and invitees, the responsible party shall be financially responsible therefor.

Balconies and courtyards abutting specific Units and shown on Exhibit "B" hereto are limited common elements usable only by appurtenant Unit Owners. Each Unit Owner shall be responsible for the expenses of maintenance, replacement, care

and preservation of his courtyards and balcony limited common elements including the interior surfaces of boundary walls, fences or any other structures decorating, enclosing or securing the same. No additional installations of appurtenant fixtures of any type or nature, screening or other enclosures or barriers about such courtyards or balconies are permitted without the consent of the Board of Directors of the Association, which consent may be arbitrarily withheld. Unit Owners shall at all times keep their courtyards and balconies clean and free of debris and maintain the same in a first class condition. Replacements, if any, paint, surfacing materials or the structures themselves shall be in identical or substantially identical type and kind to that as originally installed by Developer and subject to prior written approval of the Board of Directors.

Each Unit shall have (each Unit Owner shall own as part and parcel of his Unit) the portions of the air-conditioning and heating system servicing his Unit consisting of the compressor and related parts resting upon the slab or surface areas depicted or referred to in Exhibit "B" hereto. The slab or support surface underneath such components are limited common elements appurtenant to the respective Condominium Units served by such cooling and heating components. Expenses for the maintenance, repair or replacement of such components shall be paid for by the Unit Owners of the Units served thereby. No maintenance, repair or replacement of such components shall be undertaken unless the person or entity assuming such undertaking is duly licensed and expressly authorized in writing to perform such services by the Board of Directors.

11. GOVERNING BODY. The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not-for-profit. The name of the corporation to conduct the affairs of the condominium shall be The Gables II Townhomes Condominium Association, Inc.

The Bylaws of the Association are attached hereto as Exhibit "D" and made a part hereof, and a copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "E" and made a part hereof.

All parties hereafter owning condominium parcels (owners) in this condominium which interest is evidenced by recordation of a proper instrument in the Public Records of Dade County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote which vote shall be cast by the voting member. If a Unit is owned by one person, his

right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit filed with the secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or the vice-president and attested by the secretary or the assistant secretary of the said corporation, and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof.

A person or entity owning more than one condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an owner and voting member of and for each unsold Condominium Unit. Failure by all owners of any condominium parcel to file the aforementioned written statement with the secretary prior to or at a members' meeting will result in depriving such owners of a condominium parcel of a vote at such meeting.

All the affairs, policies, regulations, and properties of the Association shall be controlled and governed by the Board of Directors of the Association, which Board shall be comprised of voting members only, subject, however, to the right of Developer to designate and replace such Board members or Association officers as Developer may desire and no such designated appointees need be voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the Bylaws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

A. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein which are necessary to prevent damage to the common elements or to any other Unit or Units.

B. The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

C. The duty to maintain accounting records according

to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.

D. The power to enter into contracts with others for a valuable consideration, including but not limited to contracts for vending machines, cable television, security service, landscaping maintenance, pest control, water treatment, and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, and the like. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the Condominium Unit Owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual Condominium Unit.

Each Unit Owner, his heirs, successors and assigns, shall be bound by any management agreement in the event a management agreement is entered into by the Association, or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said management agreement and acknowledging all of the terms and conditions thereof, including the manager's fee, if any, the maintenance, rental and/or expense of any apartment provided the manager, if any, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

E. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium property, and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

F. The power to grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no member's rights are substantially affected.

G. Subsequent to the filing of this Declaration, when authorized by a vote of sixty-six and two-thirds (66-2/3%) percent of the total vote of the Unit Owners of the Condominium and approved by the owners and holders of institutional first

mortgages encumbering condominium parcels who represent a majority of the dollar indebtedness institutionally mortgaged against this Condominium, then and in that event, the Association may purchase and/or acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in land or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rentals, membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

H. The power to amend the Bylaws in the manner provided for herein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any condominium parcel(s), or which would change the provisions of the Bylaws with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

12. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. The responsibility for the maintenance of the Condominium property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association. The Association shall operate, maintain, repair and replace at the Association's own expense:

(1) All common elements.

(2) All portions of the Units (except interior wall surfaces and interior surfaces of walls or other enclosures bounding limited common elements) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns.

(3) All conduits, ducts, plumbing, air-conditioning ducts and conduits, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which same are contained.

(4) All incidental damage caused to a Unit by the above work.

B. By the Condominium Parcel Owner. The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association.

Notwithstanding the provisions of paragraph 12A above, included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit, courtyards or balcony, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(2) Each Unit Owner shall be and is the sole owner of his Condominium Unit's individual air-conditioning and heating unit; regardless of whether the components for such unit are located inside or outside his Unit, the same shall be deemed to constitute a portion of such Unit. Accordingly, Unit Owners shall maintain, repair and replace, at their own expense, any portions of such system in need thereof, including, but not limited to, the compressor, condenser, motor, fan and related parts. Unit Owners shall not, however, be responsible for such conduits and ducts as are described in paragraph 12A(3) hereof.

(3) Within the Unit, to maintain, repair, and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his Condominium Unit.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building including terraces or yard areas or walls, fences or railings bounding the same, or any stucco portion of the Unit.

(5) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association, which approval may be arbitrarily withheld.

C. Alteration and Improvement. There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than sixty-six and two-thirds (66-2/3%) percent of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where in the good faith opinion of the Board of Directors, any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the

Unit Owner(s) requesting same, then the cost of such alterations or additions shall be borne by and collected solely from the Unit Owners exclusively or substantially exclusively benefiting, and the costs thereof shall be collected or secured and allocated in such proportion as may be determined as fair and equitable by the Board of Directors of the Association; provided however, that no collection enforcement by lien pursuant to Section 718.116 of the Condominium Act shall be employed. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five (75%) percent of the total votes of the Unit Owners exclusively or substantially exclusively benefiting therefrom; and where said Unit Owners are four (4) or less, the approval of all but one (1) shall be required.

13. ENFORCEMENT OF MAINTENANCE. In the event the owner of a Unit fails to maintain or use it as required under this Declaration, the Bylaws, Articles of Incorporation of the Association, applicable rules and regulations or any other agreement or document affecting the condominium or administered by the Association, then the Association, Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The Association shall have the right to charge the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition, to impose applicable fines. After imposing such charges, the Association shall in accordance with Section 718.111(5), Florida Statutes have the irrevocable right to have its employees or agents enter the Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damages to the common elements or to another unit or units.

14. DEVELOPER'S MAINTENANCE GUARANTEE. The Developer, pursuant to and in accordance with Exhibit "H" hereto, which is a form of guarantee to be delivered to each Unit purchaser at the time of his closing, has guaranteed that the assessment for common expenses of the Condominium upon the Unit Owners other than the Developer shall not increase over a stated dollar amount and that the Developer shall pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level received or receivable from other Unit Owners. Working capital fund contributions shall not be considered or calculated as a set off against sums due from Developer.

The period during which Developer shall be excused from the payment of the share of common expenses and assessments relating to Units it is offering for sale shall begin with the recording of this Declaration and end on the earlier of (i) a date two years thereafter; or (ii) the date of turnover of control of the Association (the "Guarantee Period"). However, the Developer must pay the portion of common expenses incurred during the Guarantee Period which exceeds the amount assessed against other Unit Owners.

The provisions of this paragraph 14 are paramount to and superior to the provisions of paragraphs 9 and 16 of this declaration as to the matters set forth in this paragraph.

15. CONDOMINIUM WORKING CAPITAL FUND. At the time the Developer sells and closes a Condominium Unit to a purchaser (purchaser thereby becoming a Unit Owner in this condominium); the purchaser shall deposit a sum equal to two (2) times the estimated monthly maintenance expense into the purchasers' condominium fund (condominium working capital fund) for the purpose of initial maintenance, reserve, emergency needs, initial items, non-recurring items, capital expenses, permits, licenses, and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration and the exhibits attached hereto. All of the foregoing expenses or items may be paid from the condominium working capital fund. The purchasers' condominium fund may be commingled by the Association with any of its other funds, but shall be separately accounted for. In no event, however, shall the Developer controlled Association make use of such working capital for so long as the maintenance guarantee of the Developer shall be in effect.

The commencement of payment of common expenses by Unit Owners shall be at the time the Developer closes upon each such Unit Owners' Unit. Developer, by virtue of its initial control of the Board, shall have the right to elect to collect payment of common expenses by Unit Owners on a quarterly basis.

16. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTION. Common expenses shall be assessed against each condominium parcel as provided in paragraph 9 above.

Assessments and installments that are unpaid for over five (5) days after due date may, at the discretion of the Board of Directors, be subject to a late charge of Twenty-Five (\$25.00) Dollars per month or bear interest at the rate of eighteen (18%) percent per annum from the due date until paid.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing its lien and may settle

and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorney's fees, incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid, sums due the Association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional or governmental mortgage regardless of when said assessment was due. The Association shall maintain a register of institutional first mortgages and shall upon request give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the Condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his Condominium Unit from the date of acquiring said Condominium Unit.

In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all Condominium Units, to wit:

A. In accordance with Section 718.112(2)(f), Florida Statutes, the Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year. Such budget shall include all estimated expenses, including the

categories set forth in Section 718.504(20)(c), Florida Statutes, and shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium. As a common expense of the Association, there shall be included the cost of maintaining leasehold and other possessory use or fee interests in lands or facilities, including, but not limited to, all recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

B. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies (except funds designated as reserves for capital expenditures and/or for deferred maintenance) may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and Bylaws of said Association. Monies for any assessment which are paid to the Association by any condominium parcel owner may be commingled with monies paid to said Association by other condominium parcel owners, provided, however, that funds representing reserves proceeds shall be used for the purposes for which they are reserved unless their use for other purposes is approved by a vote of a majority of the members of the Association at a duly called meeting. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such condominium

parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said Corporation which may be used in the operation and management of the Condominium.

C. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof is not paid unto the Association on or before the due date for such payment.

D. The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association when such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

E. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

F. Recognizing that the necessity for providing proper operation and management of the condominium entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall at the court's discretion be entitled to rental from the owner of any condominium parcel and shall be entitled to

the appointment of a receiver for said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type of Condominium Units in Dade County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. The Association shall further be entitled to interest at the rate of eighteen (18%) percent per annum on all delinquent assessments. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights. To the extent permissible under Section 718.116, Florida Statutes, all parties acquiring an ownership interest in a condominium parcel for which assessments have not been paid shall by acceptance of a deed assume and be jointly and severally liable with their grantor for all unpaid assessments against the grantor for his share of common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by such grantee.

G. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Dade County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until the expiration of a period of one (1) year after the claim of lien has been recorded, unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall secure assessments which are due and payable when the claim of lien is recorded (plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances) and, in addition, such assessments and related costs as aforescribed which may accrue subsequent to the recording of the claim of lien and prior to any entry of final judgment of foreclosure upon such lien. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

H. Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which

shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a condominium parcel, other than voluntary conveyance in lieu of foreclosure, the grantee shall, to the extent permissible under Section 718.116, Florida Statutes, be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking by foreclosure to enforce the collection of any sums still owed to it, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt collection of any balance then remaining due.

17. INSURANCE. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property required to be insured by the Association pursuant to Section 718.111(11)(b), Florida Statutes. Without limiting the generality of the foregoing, the Association shall comply with the following insurance requirements.

A. Liability Insurance. The Board of Directors of the Association shall obtain public liability, property damage liability and other liability insurance covering all real property owned by the Association and all of the common elements of the Condominium, and insuring the Association and the Unit Owners, as its and their interests appear, in such amounts as the

Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$500,000.00/\$1,000,000.00/\$50,000.00. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover the liability of all Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance; Purchase of Insurance. The Association shall obtain hazard insurance, covering and including fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the building (including all fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications therefor, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding all furniture, furnishings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit owners), including Association property, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company complying with the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. Such policy of insurance shall comply with the provisions of Section 718.111(11), Florida Statutes. Unit Owners shall have no claim against the Association or its Board of Directors in the event that the hazard insurance covering the building shall not include coverage for floor coverings, wall coverings or ceiling coverings. It shall be the obligation of each Unit Owner, at his sole expense, to acquire hazard insurance for contents covering floor coverings, wall coverings or ceiling coverings and, in addition, all furniture, furnishings or other personal property owned, supplied or installed by such Unit Owner (or such Unit Owner's tenant) and such policies of insurance shall provide that the coverage afforded thereby is in excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. The premiums for such coverage as must be obtained by the Association (but not that which must be obtained by each Unit Owner) and other expenses in connection with said insurance shall be paid by

the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee who first records a mortgage encumbering a Condominium Unit shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium Unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association as herein provided, and the amount thereof, and the further right to confirm the appointment of the insurance trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a Unit, then these rights of approval and confirmation shall pass to an institutional first mortgagee selected by the Board of Directors, which mortgagee shall hold mortgages on at least three (3) Condominium Units and in the event there are no Institutional Mortgagees that hold mortgages on at least three (3) Condominium Units, then, in such event, any Institutional Mortgagee selected by the Board of Directors.

C. Loss Payable Provisions; Insurance Trustee. The insurance trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Board of Directors of the Association shall select the insurance trustee. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the insurance trustee (as hereinbefore defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the insurance trustee. The insurance trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees (sometimes collectively referred to hereinafter as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the insurance trustee:

(1) Common elements. Proceeds on account of damage to common elements shall be an undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.

(2) Condominium Units. Proceeds on account of Condominium Units shall be in the following undivided shares:

(a) Partial destruction when Units are to be repaired and restored, to the owners of the damages Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(b) Total destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this article, to the owners of all Condominium Units, each owner's share being in proportion to his share in the common elements appurtenant to his Condominium Unit.

(3) Mortgagees. In the event an institutional mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

D. Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the owners and expended or disbursed after first paying or making provision for the payment of the expenses of the insurance trustee in the following manner:

(1) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee, when requested by such institutional first mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair. If the damage for which the proceeds were paid is not to be repaired and restored, the remaining proceeds shall be distributed to the owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee, when requested by such institutional first mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal

property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the owners as surplus in the manner elsewhere stated.

(3) Certificate. In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association, executed by the president and secretary of the Association, as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the insurance trustee, the Association forthwith shall deliver such certificate. In addition, the insurance trustee may rely on such a certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a Single Unit or Units. If loss shall occur within a single Unit or Units, without damage to the common elements, the insurance proceeds shall be distributed to the Unit Owner(s), remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

F. Loss Less Than "Very Substantial". Where a loss or damage occurs to the common elements, or to any Unit or Units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with minimal or no damage or loss to any individual Unit, and if such damage or loss to the common elements is less than Seventy-Five Thousand (\$75,000.00) Dollars, the insurance proceeds shall be endorsed by the insurance trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves an individual Unit(s) encumbered by institutional first mortgagees, as well as the common elements, or if the damage is limited to the common

elements alone but is in excess of Seventy-Five Thousand (\$75,000.00) Dollars, the insurance proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of a holder of an institutional first mortgage, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a Unit, then these rights of approval and designation shall pass to the institutional first mortgagee selected by the Board of Directors which mortgagee shall hold mortgages on at least three (3) Condominium Units and in the event that there are no Institutional Mortgagees that hold mortgages on at least three (3) Condominium Units, then, in such event, any Institutional Mortgagee selected by the Board of Directors. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the insurance trustee. The insurance trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the insurance trustee and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforescribed, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment for the deficiency against all Unit Owners in proportion to the Unit Owners' share in the common elements. The special assessment funds shall be delivered by the Association to the insurance trustee and added by said trustee to the proceeds available for repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan; provided, however, that this provision shall be waived by the Board of Directors in favor of any institutional first mortgagee upon request made within ten (10) days after the casualty. In such event, such mortgagee shall only be entitled to the portion of the proceeds that would be applicable to the Condominium Unit and not to the portion that would be applicable to the common elements. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to special assessment for such sum.

G. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total Unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed as per paragraph 17B) becomes payable. Should such "very substantial" damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 17F shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(3) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired, unless

two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 718.117 of the Condominium Act; provided however, that no such vote shall be effective without the approval of Institutional Mortgagees holding first mortgage liens on Units to which at least fifty-one (51%) percent of the votes of Units subject to such mortgages are allocated.

(b) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment vote and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 718.117 of the Condominium Act; provided however that no such vote shall be effective without the approval of Institutional Mortgagees holding first mortgage liens on Units to which at least fifty-one (51%) percent of the votes of Units subject to such mortgages are allocated. In the event a majority of the total votes of the members of the Condominium vote in favor of special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs as set out in paragraph 17F above. The special assessment funds shall be delivered by the Association to the insurance trustee and added by said trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property, as provided in paragraph 17D above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner and his Unit shall be subject to special assessment for such sum.

(c) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all Unit Owners.

H. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the insurance trustee after the payment of

all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the Institutional Mortgagee holding and owning the first recorded mortgage encumbering a Condominium Unit within the Condominium requires distribution. In the event of distribution, then the insurance trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

I. Certificate. The insurance trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the insurance trustee, the Association forthwith shall deliver such certificate.

J. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The insurance trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

K. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

L. A workmen's compensation policy shall be purchased to meet the requirements of law.

M. Such other insurance shall be purchased as the Board of Directors of the Association shall determine from time to time to be desirable.

N. Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in paragraph 17.O. hereinafter.

O. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents, and guests.

18. LEASE RESTRICTIONS. In order to insure the community of congenial residents and thus protect the value of the Units, the leasing or rental of Units by owners shall be subject to the following provisions:

A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall be granted provided that the lease shall be for a term of not less than six (6) months. The Board of Directors shall have the right to require that the lease require all tenants to abide by the provisions of this Declaration and the Rules and Regulations of the Association.

In the event that the Board approves a rental or lease, such lease or rental shall not release the member from any obligation under the Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

No owner of a Condominium Unit shall rent or lease same to any party without first giving the Association notice in writing of such proposed rental or lease.

19. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the Unit, and his Association membership. Recognizing that the proper use of a condominium parcel by any owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium parcels and upon the ownership of the common elements being retained in common by the owners of condominium parcels in the condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no Unit Owner shall bring any action for partition or division.

20. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents and Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including appellate fees.

In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the Bylaws and/or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to

employ an attorney in order to insure that the Unit Owner complies with his obligation, then the Unit Owner shall reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted. Should suit be instituted, the prevailing party shall be entitled to recover attorneys' fees.

21. **NO WAIVER OF RIGHTS.** The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the condominium act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

22. **ASSIGNABILITY OF RIGHTS OF DEVELOPER.** The rights and privileges reserved in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by 1st NN to any party who may be hereafter designated by it to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of 1st NN and/or exercised by the successor or successors in interest of 1st NN and/or the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of 1st NN.

23. **AMENDMENTS.** Except as elsewhere provided otherwise, this Declaration of Condominium and the Articles and Bylaws of the Association may be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association; or

(2) Notwithstanding the provisions of subparagraph 23.B.(1), at least sixty-seven (67%) percent of the votes of the entire membership of the Association (and to the extent applicable, the requisite approval by Institutional Mortgagees pursuant to subparagraph 23.B.(4) below) with respect to material amendments or additions to this Declaration or the

Bylaws which establish, provide for, govern or regulate (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacements of the common elements; (d) insurance or fidelity bonds; (e) rights of use of the common elements; (f) responsibility for maintenance and repair of the several portions of the condominium; (g) expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime; (h) boundaries of any Unit; (i) the interests in the common or limited common elements; (j) convertibility of Units into common elements or of common elements into Units; (k) leasing of Units; (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his Unit; (m) establishment of self-management by the Association where professional management has been required by any governmental agent or quasi-governmental agencies; and (n) provisions for the express benefit of Institutional Mortgagees; or

(3) In the alternative, an Amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

Proviso; Provided, however:

(4) That no amendment shall be made or be valid which shall in any manner impair the security of any Institutional Mortgagee having a mortgage or other lien against any condominium parcel. Further, and with respect only to Institutional Mortgagees who have delivered to the Association prior written requests that such Institutional Mortgagees have rights of approval with respect to amendments addressed pursuant to the provisions of subparagraph 23.B.(2)(a-n) only, the approval of such Institutional Mortgagees holding first mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to a mortgage appertain shall be required.

(5) That no amendment shall be made increasing or decreasing a Unit Owner's percentage of ownership in the common elements as hereinabove stated, unless the Unit Owner or Unit Owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(6) No provisions of paragraph 17 of this Declaration may be changed without the written consent and approval of seventy-five (75%) percent of all Institutional Mortgagees of record of this Condominium.

(7) No amendment shall be made or be valid so long as 1st NN is the owner of any Unit within the Condominium unless the approval of 1st NN is expressly noted thereon in writing, except that this clause (7) shall not be applicable or

in force after December 31, 1991 or after all Units in the condominium owned by 1st NN have been conveyed to purchasers, whichever date shall first occur.

(8) Notwithstanding anything to the contrary contained in this article or this Declaration, 1st NN expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. 1st NN may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Dade County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by 1st NN and need not be approved by the Association, Unit Owners, lienors or mortgagees of Units of the Condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein.

(9) In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in paragraphs 23A and 23B above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by: (i) not less than thirty-three and one-third (33-1/3%) percent of the entire membership of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the Condominium; or (ii) not less than twenty-five (25%) percent of the votes of the entire membership of the Association; or (iii) in the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

(c) The foregoing amendatory provisions set forth in this sub-paragraph (9) cannot be invoked or used if the amendment effected hereby materially or adversely affects property rights of Unit Owners, unless the affected Unit Owners consent in writing.

(d) Any amendment made pursuant to this paragraph 23.B.(9) shall be effective when passed and approved and a certificate of the amendment is executed and recorded as required by Section 718.104, Florida Statutes.

(10) Any amendment which would affect the surface water management system, including, but not limited to drainage easements, and the water management portions of the common elements, must have the prior approval of any public water management district having jurisdiction over the condominium property.

(11) In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, consisting of the surface water management system, including, but not limited to drainage easements, shall be dedicated to an appropriate public agency or utility to be devoted to the purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. 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 the same purposes, as nearly as practicable, as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Unit Owner vested in him under the recorded

Declaration of Condominium and deeds applicable to this Condominium unless made in accordance with the provisions of such Declaration of Condominium and deeds.

(12) Notwithstanding anything to the contrary contained in subparagraphs 23.B.(1) through (7), (9), (10) and (11), amendment(s) pursuant thereto (other than amendments pursuant to subparagraphs 23.B.(8) and/or (9)) which amend or have the effect of amending the plan for phasing as described in paragraph 43 hereof (or in any manner other than that which is consistent with the reservation of rights of a developer for the plan for phasing described in paragraph 40 hereof or authorized by Section 718.403, Florida Statutes) shall not be effective unless all unit owners consent thereto. The provisions of this subparagraph (12) shall cease to be effective and terminate after the Developer ceases to own any unit in the Condominium.

(13) If it appears that, through scrivener's error, a Unit has not been designated as owning an appropriate undivided share of the common elements or does not bear an appropriate share of the common expenses or that all the common expenses or interest in the common surplus or all of the common elements in the Condominium have not been distributed by this Declaration so that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fails to equal one hundred percent (100%), or if it appears that more than one hundred percent (100%) of the common elements or common expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by either the Board of Directors of the Association or by a majority of the Unit Owners.

C. In the event that an omission or error exists in this Declaration (or other documents required to establish this Condominium), which would affect the valid existence of this Condominium and which may not otherwise be corrected by the amendment procedures expressly set forth in this Article, then, on petition of one or more Unit Owners or of the Association to correct such error or omission, any circuit court shall be petitioned to correct such omission or error.

D. No provision of this Declaration shall be revised or amended by reference only to its title or number. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, underlining and hyphenation shall not be necessary; instead, a notation shall

be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

E. A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association when recorded in the Public Records of Dade County, Florida.

24. **TERMINATION.** This Condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida Statutes, at any time. In addition thereto, when there has been "very substantial" damage, as defined in paragraph 17G above, this Condominium shall be subject to termination, as provided in paragraph 17G above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association pursuant to notice and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association and by all Institutional Mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. **Exercise of Option.** An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

B. **Price.** The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the senior judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. **Payment.** The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

25. APARTMENT UNIT BOUNDARIES. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

A. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1). Upper Boundaries. The horizontal plane of the lower surface of the undecorated finished ceiling.

(2) Lower Boundaries. The horizontal plane of the upper surface of the undecorated finished floor.

B. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit and extending to intersections with each other and with the upper and lower boundaries.

C. Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceiling surrounding their respective Units, nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through Units which are utilized by or serve more than one (1) Unit. Owners shall not be deemed to own the exterior of Unit entrance doors which provide access to the corridors or hallways from the Unit. These items are hereby made a part of the common elements. However, an owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint and wallpaper of his Unit.

D. In the event that any boundary contains apertures, including, without limitation, windows, doors, screening, skylights and conversation pits, such boundaries shall be extended or modified to include the undecorated unfinished exterior surfaces of such apertures, including all frameworks thereof.

E. With respect to matters that are not expressly addressed in this paragraph 25, or in the event of conflict or ambiguity, the boundary descriptions set forth in the plot plan, survey and graphic description attached as Exhibit "B" to the Declaration shall control, except that the matters set forth in subparagraph 25.D shall control unless same are specifically set forth in Exhibit "B" hereto.

26. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein,

and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association, are adopted and ratified by such Unit Owners, tenant or occupant.

27. RESTRICTIONS AND EASEMENTS. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning or ordinances now existing or which may hereafter exist, easements for utility service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agencies as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

It is understood that certain portions of the lands, from time to time, may be set aside and designated for use as pedestrian walkways, general pedestrian access and landscaped areas for the common use and benefit of all Unit Owners or tenants, their mortgagees, and guests, invitees, employees and the Developer. It is the intention of this Declaration that the

portions of the common elements of this Condominium which must be utilized for the above described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement for license or right-of-way was originally granted the benefit of said easement of license or right-of-way.

The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

28. DEVELOPER'S TENANTS. It is understood and agreed by all parties hereto and all Unit Owners that certain Units may be occupied by tenants of the Developer under lease agreements heretofore or hereinafter consummated and agreed upon. Accordingly, Developer reserves the right to initiate a leasing program, or lease with option to purchase program, or any combination thereof with respect to condominium parcels owned by it. Any such tenants of Developer shall have the full right and

authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium and the recreational facilities without any cost or expense.

29. INVALIDATION AND OPERATION. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidation of any portion of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in no way affect any of the other provisions, or the provisions of this Declaration, all of which shall remain in full force and effect.

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

30. EXECUTION OF DOCUMENTS REQUIRED BY DADE COUNTY, FLORIDA. The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Dade County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners does by his acceptance of his deed to his Unit, irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

31. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same, to wit: Chapter 718 of the Florida Statutes.

32. APPROVAL AND RATIFICATION. The Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and exhibits attached thereto. The Condominium Unit Owners, by virtue of their acceptance of the deed of conveyance as to their

Condominium Unit, and other parties by virtue of their occupancy of Units, hereby approve and ratify all of the terms and conditions, duties, and obligations of this Declaration of Condominium and exhibits attached thereto.

33. **WARRANTIES.** The Developer does not warrant to the Association or the Unit Owners the construction of, or any part of, the condominium property, common elements or Units, save and except any express written warranties delivered by the Developer in writing to Unit Owners and/or warranties provided for under the Condominium Act. Any and all implied warranties, including warranties of merchantability and fitness for use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

34. **RULES AND REGULATIONS.**

A. **As to Common Elements.** The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium property, a copy of the Rules and Regulations adopted from time to time by the Board of Directors.

B. **As to Condominium Units.** The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s), provided, however, that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium property.

C. **Rules and Regulations.** The Rules and Regulations shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations the same shall

be duly passed by at least a fifty-one (51%) percent majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or the Bylaws. The Rules and Regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "F" and made a part hereof as though set out in full.

35. SALES ACTIVITY AND DEVELOPER'S RIGHTS. Until the Developer has completed and sold all the Units of the Condominium and/or in the Complex, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the common elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Developer may use unsold Units as model Units or as sales offices for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces upon the lands under the Master Declaration for Coral Lakes for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered common elements and shall remain the property of the Developer.

36. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.

A. Consent of the Board of Directors. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed addition, alteration or improvement. All structural additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, as well as the rules and regulations promulgated by the Association including, but not limited to, any prohibitions contained therein regarding exterior alterations. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

**B. Additions, Alterations or Improvements to Developer-Owned Units.** The foregoing restrictions of this paragraph 36 shall, subject to the provisions of paragraph 37.B., not apply to Developer-owned Units. The Developer shall have the right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

**37. RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGERS.** So long as any Institutional Mortgagee shall hold any first mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such Institutional Mortgagee, as well as holders, insurers or guarantors of any first mortgage, shall have the following rights, to wit:

A. Upon prior written request to the Association therefor, to be furnished by the Association with at least one copy of the annual financial statement and report of the Association for the immediately preceding fiscal year, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses.

B. To have made available by the Association for their inspection current copies of the Declaration, Bylaws and Rules and Regulations of the Condominium as well as the books, records and financial statements of the Association.

C. Upon prior written request to the Association therefor, timely written notice of: (i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage; (ii) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iii) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' Association; (iv) any proposed action that requires the consent of a specified percentage of mortgage holders including, but not limited to, any proposed termination of the condominium; (v) any proposed amendment effecting a change in either the boundaries of any Unit (or the exclusive easement rights appurtenant thereto), or the interests in common or limited common elements appertaining thereto; or (vi) any proposed amendment effecting a change in the number of votes in the Association appertaining to any Unit, or effecting a change in the purposes to which any Unit or the common elements are restricted.

D. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each Institutional Mortgagee or Institutional Mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and contribute such other sum as may be required therefor so that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the Association may designate any Institutional Mortgagee interested in the Condominium to act in such capacity.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional Mortgagee who first held a first mortgage encumbering a condominium parcel, then said Institutional Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual Unit Owners for the payment of such items or common expense.

If two (2) or more Institutional Mortgagees hold any mortgage or mortgages upon any condominium parcel of Condominium parcel, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional Mortgagee owning and holding the first recorded encumbering a condominium parcel, and the decision of such Institutional Mortgagee shall be controlling.

38. DEVELOPER'S RIGHT TO CONTINUE CONSTRUCTION. Developer reserves the inalienable right to complete the construction of the Coral Lakes Complex, including any proposed common or other recreational areas or facilities under the Master Declaration for Coral Lakes, and any other residential housing communities and/or Units within the Coral Lakes Complex notwithstanding that a purchaser of any Unit has closed title.

39. PLAN OF DEVELOPMENT OF CORAL LAKES COMPLEX. Developer hereby discloses the development plan for a residential complex known as Coral Lakes (the "Complex"), which Complex is contemplated to consist of the condominium buildings and common

elements for which this Declaration is applicable (constructed upon land which is legally described in Exhibit "A" hereto) and other land as hereinafter described. The land of the Complex and powers of designation, use, additions and withdrawals with respect thereto, are set forth in the Master Declaration for Coral Lakes.

The Complex plan for development contemplates the construction of several, separate and distinct residential communities, including other separate and distinct condominiums, other forms of attached or detached fee simple dwelling Units governed by their own separate community associations, and rental type structures and improvements. The Complex plan for development also contemplates the completion of various separate and distinct recreational or other common facilities to be designated as various classes of Common Properties governed by the provisions by the Master Declaration. However, construction of the Complex is a projected plan of development only. The sole portions of the Complex which shall be available for the non-exclusive use of Unit Owners of this Condominium are the real property for this Condominium, paved, private roadway and parking areas affording access, ingress and egress from this Condominium to Park Boulevard, (all is depicted on Exhibit "D" to this Declaration), and such other portions of the Complex as may have been expressly represented to Unit Owners in any prospectus or similar disclosure materials delivered to such Unit Owners pursuant to the Condominium Act. Developer disclaims any obligation to improve or develop portions of the Complex other than the real property for this Condominium and the portions of the Complex as aforescribed.

Without limiting the generality of the foregoing, Developer expressly reserves the rights, as to the balance of the Complex (other than this Condominium, the portions of the Complex affording pedestrian and vehicular access, ingress and egress to and from this Condominium to Park Boulevard, and such other portions of the Complex as have expressly been represented to Unit Owners to be available, if any) to exercise any or all of the powers, rights or reservations as more fully set forth in the Master Declaration for Coral Lakes.

Each Unit Owner takes and holds his Unit subject to the terms and provisions of the Master Declaration for Coral Lakes including, without limitation, the rights of the declarant thereunder. The Association, by its formation, and its joinder and consent in and to this Declaration acknowledges its obligations as a member of the Coral Lakes Home Owners' Association, Inc., a Florida not-for-profit corporation. Each Unit Owner, by acceptance of a deed for his Unit acknowledges and agrees to pay any and all applicable sums constituting

Assessments per Dwelling Units in the manner as provided for under the Coral Lakes Master Declaration. In acknowledgement that the Coral Lakes Master Declaration has been executed and recorded prior to the recording of this Declaration, Developer discloses, and each Unit Owner does by acceptance of a deed for his Unit, acknowledge and agree that Assessments due pursuant to the Master Declaration shall be due and payable as provided for therein and the same shall not be deemed to constitute common expenses of this Condominium or otherwise subject to budgetary limitations applicable to the Association for this Condominium; but rather, Assessments under the Coral Lakes Master Declaration, and lien authority to compel collection thereof, shall solely be governed by the provisions of the Coral Lakes Master Declaration. Each Unit Owner, by acceptance of his deed for his Unit, has agreed to be bound by, and abide with, all terms, provisions, conditions and covenants of the Coral Lakes Master Declaration.

40. PROVISIONS FOR A PHASE CONDOMINIUM. This Condominium may constitute a phased condominium, pursuant to and in accordance with the Condominium Act of the State of Florida. In the event the Developer elects to add a second phase to this Condominium, then a complete description of the phasing is as follows:

A. In the event of phasing as hereinafter described, then this Condominium as originally submitted under this Declaration will sometimes be referred to as "Phase I". In addition to Phase I, there may be an additional phase to this Condominium as hereinafter described.

B. Set forth within Exhibit "I" is a legal description of the land on which a phase to this Condominium may become part of the Condominium and upon which improvements may be built. In the event the land as shown on the aforesubscribed legal description contained in Exhibit "I" hereto is phased in as part of this Condominium, then that portion of the Condominium may be referred to as "Phase II".

C. In the event that Developer elects to develop and phase in Phase II, then, in such event, Phase II shall contain four (4) buildings in which there shall be located a total of forty-eight (48) residential condominium units (the "Units"). Two (2) of the Units shall be Model A; two (2) of the Units shall be Model A-R; ten (10) of the Units shall be Model B; ten (10) of the Units shall be Model B-R; two (2) of the Units shall be Model C; two (2) of the Units shall be Model C-R; eight (8) of the Units shall be Model D; eight (8) of the Units shall be Model D-R; and two (2) of the Units shall be Model E; two (2) of the Units shall be Model E-R. The square footages set forth below for the various models described above are approximate square footages only.

The number of bedrooms and bathrooms and general size of the various model types representing Phase II units shall be as follows:

Types of Units

- Model A; A-R      Approximately 779 square feet containing 1 bedroom, 1-1/2 baths, a living room and dining room combination and kitchen.
- Model B; B-R      Approximately 962 square feet containing 2 bedrooms, 2 $\frac{1}{2}$  baths, a living room and dining room combination and kitchen.
- Model C; C-R      Approximately 1,128 square feet containing 3 bedrooms, 2-1/2 baths, a living room and dining room combination and kitchen.
- Model D; D-R      Approximately 1,005 square feet containing 2 bedrooms, 2 $\frac{1}{2}$  baths, a living room and dining room combination and kitchen.
- Model E; E-R      Approximately 1,223 square feet containing 3 bedrooms, 2-1/2 baths, a living room and dining room combination and kitchen.

Attached hereto as Exhibit "I" is the plot plan, survey and graphic description for Phase II, wherein the location of the respective buildings, common elements and limited common elements are more particularly described.

D. The fee title to each condominium parcel in Phase II shall include both the condominium Unit and an undivided fractional interest in the common elements and limited common elements, said interest to be deemed to be conveyed with the respective condominium Unit. Any attempt to separate the fee title to a condominium Unit from the undivided fractional interest in the common elements appurtenant to each Unit shall be null and void. The term "common elements", when used herein, shall mean both common elements and limited common elements. Any common surplus and all common expenses pertaining to the Association shall be owned by and shared by each of the Unit Owners in the same proportion as their percentage ownership interest in the common elements. In the event Phase II is added as part and parcel of this Condominium, then each Unit's percentage ownership in the common elements and common surplus and sharing of the common expense as to Phase I and Phase II shall be computed in the same manner as the percentages for Units in Phase I; that is, in the manner set forth in paragraph 8.A. of this Declaration. For disclosure concerning the various Units' actual percentage ownership in the common elements and common surplus and sharing of common expense, please refer to Exhibit "J" hereto, Unit Owners' Percentages Upon Inclusion of Additional Phase II.

E. In the event that Phase II is added to this Condominium, there shall not be any additional recreational

areas, facilities or personal property to be provided by the Developer other than those described herein. Phase II shall contain certain green and open areas and as depicted in Exhibit "I" hereto, but it will not contain any other recreational facilities or personal property.

In the event Phase II is phased in, Developer shall not expend monies for personal property other than as disclosed for Phase I. The commonly used facilities for Phase II shall be common elements, available to the various Unit Owners in this Condominium, including phased in portions thereof. Expenses for the use, maintenance and operations of such facilities shall be a common expense payable by Unit Owners in accordance with the terms of this Declaration.

F. In the event that Phase II is added as part and parcel of this Condominium, then the membership vote and ownership in the Association attributable to each Unit in Phase I and Phase II shall be one (1) vote per Unit. It is intended hereby that, in the event Phase II is added, the membership in the Association shall increase by the additional Units as added in Phase II and that each of said Units shall have one (1) vote per Unit for Phase I Unit Owners only, as same exists pursuant to and under this Declaration.

G. If Phase II is not built and submitted to the Declaration hereof, the Units which are built are entitled to one hundred (100%) percent ownership of all common elements actually developed and declared as part of the Condominium.

H. The time period by which Phase II must be completed, in the event the Developer elects to add Phase II, is not more than seven (7) years from the date of recordation of this Declaration.

I. Time-share estates will not be created with respect to Units in this Condominium or in any phase.

J. Upon substantial completion of construction of the additional phase, and in the event that the developer of such additional phase elects to phase in such phase to this Condominium, then the developer of that phase shall file with the Division of Florida Land Sales and Condominiums, Department of Business Regulations, and record among the Public Records of Dade County, Florida a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act. Said certificate shall state that the construction of the improvements for such phase being added is substantially complete and that its attachments constitute an accurate representation of the location and dimensions of the improvements.

K. Notwithstanding the provisions of Section 718.110, Florida Statutes or any other provisions of this Declaration to the contrary, amendments to this Declaration of Condominium adding Phase II as disclosed herein to the Condominium shall not require the execution of such amendments or consents thereto by Unit Owners, mortgagees, Institutional Mortgagees, lienors or the Association. However, such amendments shall require the execution or consent thereto by the Developer of this Condominium, as well as the developer of the phase being added, in the event that the developer of the phase being added is other than the Developer of this Condominium.

L. A developer of the additional phase may be the Developer of this Condominium and/or the nominee, designee, assignee or successor, in whole or in part, 1st NN.

M. Developer, its successor, nominee, assignee or designee has no obligation or responsibility to cause any additional phase or its improvements to be constructed.

N. Notwithstanding anything contained in this Declaration to the contrary (except for subparagraph 40.K. above), upon recordation of this Declaration no amendment which changes the plan for phasing as described or referred to in this paragraph (or required to be described by Section 718.403, Florida Statutes) shall be effective unless all Unit Owners in the Condominium consent thereto. The provisions of this subparagraph 40.N. are subordinate to the provisions of paragraph 40.K. and shall cease to be effective and terminate only after Developer ceases to own any Units in the Condominium.

#### 41. CONDEMNATION.

A. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

B. Determination Whether to Continue After Condemnation. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

C. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the Property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after casualty.

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

(1) Restoration of Unit: The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(2) Distribution of Surplus: The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

(3) Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the new shares as reduced by the taking.

(4) Proviso: However, nothing contained herein shall prohibit the Board from making in advance a partial payment to such Owner when the Board, in its discretion, deems such advance or partial payment to be reasonable and proper; nor shall anything contained herein be deemed to relieve such Owner of the obligation to contribute to the repair or restoration of the Building and Common Elements, although the Board may, in a proper case, reduce the amount of such obligation or eliminate same.

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

(1) Payment of Award: The award shall be paid, first, to all Institutional Lenders in an amount sufficient to pay off their mortgages due from those Units which are not habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the Unit Owners and mortgagees of Units in an amount not to exceed the market value of the Unit immediately prior to the taking (with credit being given for payments previously reserved for Institutional Lender); and fourth, balance, if any, to repairing and replacing the Common Elements.

(2) Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association, if possible; provided that if the cost of the work shall exceed the balance of the fund from the award for taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements and as provided in subparagraph (4) below.

(3) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as follows:

(a) Add the total percentages of all Units of continuing Owners prior to the adjustment, but after adjustments made in accordance with subparagraph D(3) of this paragraph 44 (the "Percentage Balance"); and

(b) Divide said percentage of each Unit of a continuing Owner by the Percentage Balance.

The result of such division for each remaining Unit shall be the adjusted percentage for such Unit.

(4) Assessments: If the balance of the award (after payments to the Unit Owner and such Owner's mortgagee as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

(5) Arbitration: If the market value of a Unit, prior to the taking, cannot be determined by agreement between the Unit Owner and mortgagee of the Unit and the Association,

within thirty (30) days after notice by any party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance or otherwise upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

F. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

G. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association.

#### 42. MISCELLANEOUS PROVISIONS.

A. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities or by the abandonment of his Unit.

B. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by regular mail (not certified or registered mail), addressed to such Unit Owners at their place of residence in the condominium, unless the Unit Owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or delivering said notices. All notices required or desired hereunder or under the Bylaws to the Association shall be sent by certified mail (return receipt

requested) to the Association c/o its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. All notices to mortgagees of Units and the Developer shall be sent by certified mail (return receipt requested) to their respective addresses, or as designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

Notices required to be given the personal representative of a deceased Unit Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

C. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or Board of Directors of the Association from removing or authorizing the removal of any party wall between any Units in order that the said Units might be used together as one integral Unit. In such event, all assessments, voting rights and the share of the common elements shall be calculated as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purposes that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

D. The captions used in this Declaration of Condominium and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration or exhibits hereto annexed.

E. All Unit Owners and the Developer and its assigns are hereby granted easements over all common elements for purposes of ingress or egress.

F. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this Declaration and exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

G. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

H. Wherever the signature of the president of the Association is required hereunder, the signature of a vice president may be substituted therefor, and whenever the signature of the secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

I. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, INTERDEVCO PROPERTIES, INC., a Florida corporation, and 1ST NATIONWIDE NETWORK MORTGAGE COMPANY, a California corporation, have caused these presents to be signed in their names by their respective, proper officers and their corporate seals to be affixed this 20<sup>th</sup> day of November, 1987.

Signed, sealed and delivered  
in the presence of:

Sur S  
Bernie

By:

INTERDEVCO PROPERTIES, INC.,  
a Florida corporation

Attest:

J. Fernandez  
President  
Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF DADE )  
                    ) SS:

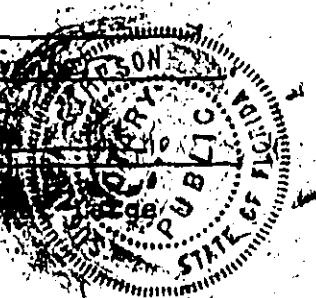
I HEREBY CERTIFY that on this day personally appeared before me Jose M. Surio and Jose Fernandez, Vice President and Secretary, respectively, of INTERDEVCO PROPERTIES, INC., a Florida corporation, to me known to be the persons who signed the foregoing Declaration, on behalf of such corporation, and they acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami,  
Dade, County, Florida, this 20<sup>th</sup> day of November, 1987.

My Commission Expires:

10116:030887  
CHN SHB 192202 0001 0000  
YEAR 1982 STATE AND CITY OF MIAMI, FLORIDA  
NAME OF DIVISION OF STATE OF FLORIDA

Notary Public  
State of Florida  
Dade



1ST NATIONWIDE NETWORK  
MORTGAGE COMPANY, a California  
corporation

By:

Steven Nordlinger, Vice President

Attest:

Carla Cinamon, Assistant Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:  
)

I HEREBY CERTIFY that on this day personally appeared before  
me Steven Nordlinger and Carla Cinamon,  
Vice President and Assistant Secretary, respectively, of  
1ST NATIONWIDE NETWORK MORTGAGE COMPANY, a California  
corporation, to me known to be the persons who signed the  
foregoing Declaration, on behalf of such corporation, and they  
acknowledged the execution thereof to be their free acts and  
deeds as such officers for the uses and purposes therein  
mentioned, that they affixed thereto the official seal of said  
corporation, and that the said instrument is the act and deed of  
said corporation.

WITNESS my hand and official seal at the 10116  
last above written, this 20 day of November, 1990.

Notary Public  
State of Florida At Large  
OFFICE

My Commission Expires:  
THE PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 21, 1990

10116:030887

JOINDER AND ACCEPTANCE OF ASSOCIATION

THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this declaration and exhibits attached hereto, and by its execution hereof accepts all of the benefits, duties, responsibilities, obligations and burdens imposed upon it pursuant to the Coral Lakes Master Declaration filed for record January 23, 1987, in Official Records Book 18158, at Page 879, of the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 20th day of November, 1987.

Signed, sealed and delivered  
in the presence of:

THE GABLES II TOWNHOMES  
CONDOMINIUM ASSOCIATION, INC.

By: Jim Reynolds

President

Attest: Jerry Fernandez

Secretary

STATE OF FLORIDA )  
COUNTY OF DADE )  
                      ) SS:  
                      )

I HEREBY CERTIFY that on this day personally appeared before me Jim Reynolds and Jerry Fernandez, to me known to be the President and Secretary, respectively of THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses, freely and voluntarily, on behalf of such corporation, and they severally acknowledged the execution thereof to be their free acts and deeds as such officers, under the authority vested in them by the Articles and Bylaws of THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal at Miami,  
Dade County, Florida, this 20th day of November,  
1987.

Notary Public  
State of Florida at Large

My Commission Expires:

10116:030887

NOTARY PUBLIC STATE OF FLORIDA  
AT COMMISSION EXPIRE JUNE 25, 1991  
PONCE DE LEON GENERAL INS. UND.

55

OFF REC 13490 PG 164

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
LEGAL DESCRIPTION FOR REAL PROPERTY  
BEING SUBMITTED TO CONDOMINIUM OWNERSHIP  
\*\*\*\*\*

10118

February 9, 1987

THE GABLES II TOWNHOMES  
A CONDOMINIUM  
PHASE ONE

Commence at the Southeast corner of Tract "A", GALLOWAY LAKES SECTION ONE, according to the plat thereof recorded in Plat Book 130 at Page 17 of the Public Records of Dade County, Florida; thence North 32°00'00" East for a distance of 390.17 feet; thence North 61°15'20" West for a distance of 43.43 feet; thence North 00°10'21" West for a distance of 194.00 feet (the last three courses being coincident with the East line of said Tract "A"); thence leaving said East line South 89°49'39" West for a distance of 126.00 feet; thence South 00°10'21" East for a distance of 92.26 feet; thence South 89°49'39" West for a distance of 19.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence North 89°49'39" East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears North 44°49'39" East to its point of tangency; thence North 00°10'21" West for a distance of 62.42 feet to a point of curvature; thence along a curve to the left having a radius of 25.00 feet, a central angle of 82°48'25", an arc length of 36.13 feet, and a chord which bears North 41°34'33" West to a point of compound curve; thence along a curve to the left having a radius of 5.00 feet, a central angle of 97°11'35", an arc length of 8.48 feet, and a chord which bears South 48°25'27" West to its point of tangency; thence South 00°10'21" East for a distance of 14.00 feet; thence South 89°49'39" West for a distance of 83.00 feet to a point of curvature; thence along a curve to the right having a radius of 181.00 feet, a central angle of 18°46'12", an arc length of 59.30 feet, and a chord which bears North 80°47'15" West to a point on a line; thence North 18°35'51" East for a distance of 4.00 feet to a point on a curve; thence along a curve to the right having a radius of 177.00 feet, a central angle of 11°24'09", an arc length of 35.22 feet, and a chord which bears North 65°42'05" West to its point of tangency; thence North 60°00'00" West for a distance of 22.76 feet; thence South 30°00'00" West for a distance of 4.00 feet; thence North 60°00'00" West for a distance of 63.00 feet; thence North 30°00'00" East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears North 15°00'00" West to its point of tangency; thence North 60°00'00" West for a distance of 5.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 93°27'13", an arc length of 8.16 feet, and a chord which bears South 73°16'23" West to its point of tangency; thence South 26°32'47" West for a distance of 13.85 feet to a point on a curve; thence along a curve to the left having a radius of 69.00 feet, a central angle of 26°43'08", an arc length of 32.18 feet, and a chord which bears North 76°48'47" West to its point of tangency; thence South 89°49'39" West for a distance of 92.57 feet to a point of curvature; thence along a curve to the right having a radius of 131.00 feet, a central angle of 16°52'40", an arc length of 38.59 feet, and a chord which bears North 81°44'01" West to its point of tangency; thence North 73°17'41" West for a distance of

THE GABLES II TOWNHOMES, A CONDOMINIUM - PHASE ONE

February 9, 1987

Page 2

19.75 feet; thence South  $16^{\circ}42'19''$  West for a distance of 85.00 feet to a point on a curve; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $03^{\circ}45'38''$ , an arc length of 32.82 feet, and a chord which bears South  $82^{\circ}07'11''$  East to its point of tangency; thence South  $84^{\circ}00'00''$  East for a distance of 32.82 feet to a point of curvature; thence along a curve to the right having a radius of 150.00 feet, a central angle of  $24^{\circ}00'00''$ , an arc length of 62.83 feet, and a chord which bears South  $72^{\circ}00'00''$  East to its point of tangency; thence South  $60^{\circ}00'00''$  East for a distance of 93.45 feet; thence North  $89^{\circ}49'39''$  East for a distance of 169.53 feet to the Point of Beginning; containing 0.927 Acres, more or less;

AND;

Commence at the Southeast corner of Tract "A", GALLOWAY LAKES SECTION ONE, according to the plat thereof recorded in Plat Book 130 at Page 17 of the Public Records of Dade County, Florida; thence North  $32^{\circ}00'00''$  East for a distance of 390.17 feet; thence North  $61^{\circ}15'20''$  West for a distance of 43.43 feet; thence North  $00^{\circ}10'21''$  West for a distance of 194.00 feet to the Point of Beginning of the parcel of land hereinafter described (the said last three courses being coincident with the East line of said Tract "A"); thence continue North  $00^{\circ}10'21''$  West along the East line of said Tract "A" for a distance of 126.00 feet to a point of intersection with a North line of said Tract "A"; thence South  $89^{\circ}49'39''$  West along a North line of said Tract "A" for a distance of 510.00 feet; thence South  $00^{\circ}10'21''$  East for a distance of 1.00 feet; thence South  $89^{\circ}49'39''$  West for a distance of 5.51 feet; thence South  $00^{\circ}10'21''$  East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears South  $45^{\circ}10'21''$  East to its point of tangency; thence North  $89^{\circ}49'39''$  East for a distance of 15.57 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears North  $44^{\circ}49'39''$  East to its point of tangency; thence North  $00^{\circ}10'21''$  West for a distance of 10.00 feet; thence North  $89^{\circ}49'39''$  East for a distance of 45.00 feet to a point of curvature; thence along a curve to the right having a radius of 127.00 feet, a central angle of  $14^{\circ}11'43''$ , an arc length of 31.46 feet, and a chord which bears South  $83^{\circ}04'30''$  East to a point on a line; thence North  $14^{\circ}01'22''$  East for a distance of 4.00 feet to a point on a curve; thence along a curve to the right having a radius of 131.00 feet, a central angle of  $15^{\circ}58'38''$ , an arc length of 36.53 feet, and a chord which bears South  $67^{\circ}59'19''$  East to its point of tangency; thence South  $60^{\circ}00'00''$  East for a distance of 78.00 feet; thence South  $30^{\circ}00'00''$  West for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of

THE GABLES II TOWNHOMES, A CONDOMINIUM - PHASE ONE

February 9, 1987

Page 3

90°00'00", an arc length of 7.85 feet, and a chord which bears South 15°00'00" East to its point of tangency; thence South 60°00'00" East for a distance of 12.76 feet to a point of curvature; thence along a curve to the left having a radius of 138.00 feet, a central angle of 11°42'52", an arc length of 28.21 feet, and a chord which bears South 65°51'26" East to a point of compound curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 92°09'16", an arc length of 8.04 feet, and a chord which bears North 62°12'30" East to its point of tangency; thence North 16°07'52" East for a distance of 9.91 feet to a point on a curve; thence along a curve to the left having a radius of 123.00 feet, a central angle of 16°18'13", an arc length of 35.00 feet, and a chord which bears South 82°01'15" East to a point on a line; thence North 00°10'21" West for a distance of 4.00 feet; thence North 89°49'39" East for a distance of 75.00 feet; thence South 00°10'21" East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears South 45°10'21" East to its point of tangency; thence North 89°49'39" East for a distance of 50.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears North 44°49'39" East to its point of tangency; thence North 00°10'21" West for a distance of 10.00 feet; thence North 89°49'39" East for a distance of 37.50 feet; thence North 00°10'21" West for a distance of 4.00 feet; thence North 89°49'39" East for a distance of 54.00 feet; thence South 00°10'21" East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears South 45°10'21" East to a point on a line; thence South 00°10'21" East for a distance of 24.00 feet; thence North 89°49'39" East for a distance of 5.00 feet to the Point of Beginning; containing 0.729 Acres, more or less.

OFF REC 13490 PG 168

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

FOR

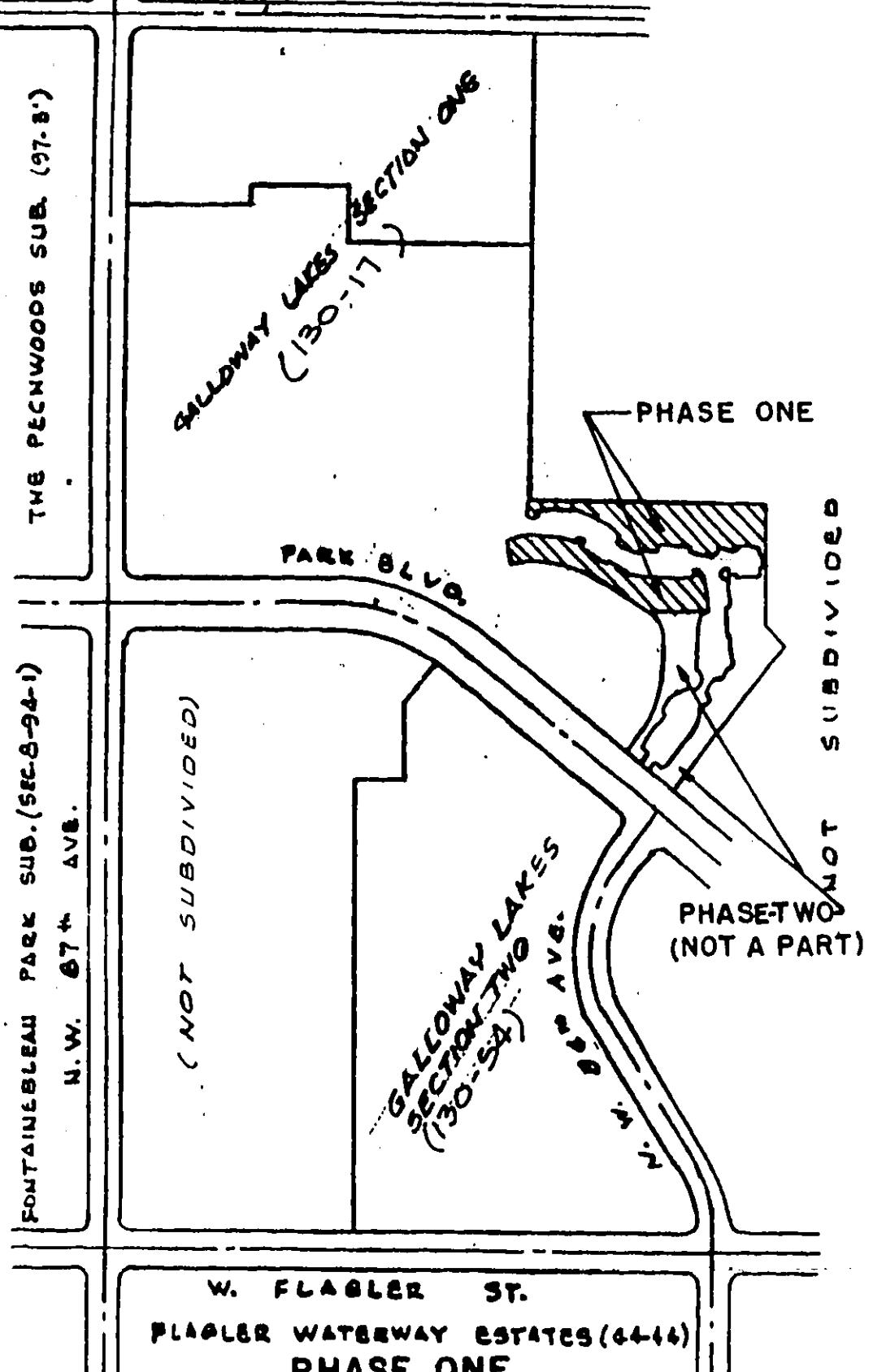
THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION FOR REAL  
PROPERTY BEING SUBMITTED TO CONDOMINIUM OWNERSHIP  
\*\*\*\*\*

10118

WEST MIAMI ESTATES (47-81) OFF REC 13490 PG 169

N.W. 7<sup>th</sup> ST.



W. FLAGLER ST.  
FLAGLER WATERWAY ESTATES (44-16)

**PHASE ONE**

**EXHIBIT "B", PAGE 1**

**ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM**

**THIS DAY OF 1981**

**THE GABLES II TOWNHOMES,  
A CONDOMINIUM**

**CLERK NOTE:  
FOR DECLARATION OF CONDOMINIUM  
SEE OFFICIAL RECORD BK 13490 PG 109**

**PREPARED BY:**

**E.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
3182 CORAL WAY, MIAMI, FL 33145**

February 9, 1987

THE GABLES II TOWNHOMES  
A CONDOMINIUM  
PHASE ONE

Commence at the Southeast corner of Tract "A", GALLOWAY LAKES SECTION ONE, according to the plat thereof recorded in Plat Book 130 at Page 17 of the Public Records of Dade County, Florida; thence North 32°00'00" East for a distance of 390.17 feet; thence North 61°15'20" West for a distance of 43.43 feet; thence North 00°10'21" West for a distance of 194.00 feet (the last three courses being coincident with the East line of said Tract "A"); thence leaving said East line South 89°49'39" West for a distance of 126.00 feet; thence South 00°10'21" East for a distance of 92.26 feet; thence South 89°49'39" West for a distance of 19.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence North 89°49'39" East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears North 44°49'39" East to its point of tangency; thence North 00°10'21" West for a distance of 62.42 feet to a point of curvature; thence along a curve to the left having a radius of 25.00 feet, a central angle of 82°48'25", an arc length of 36.13 feet, and a chord which bears North 41°34'33" West to a point of compound curve; thence along a curve to the left having a radius of 5.00 feet, a central angle of 97°11'35", an arc length of 8.48 feet, and a chord which bears South 48°25'27" West to its point of tangency; thence South 00°10'21" East for a distance of 14.00 feet; thence South 89°49'39" West for a distance of 83.00 feet to a point of curvature; thence along a curve to the right having a radius of 181.00 feet, a central angle of 18°46'12", an arc length of 59.30 feet, and a chord which bears North 80°47'15" West to a point on a line; thence North 18°35'51" East for a distance of 4.00 feet to a point on a curve; thence along a curve to the right having a radius of 177.00 feet, a central angle of 11°24'09", an arc length of 35.22 feet, and a chord which bears North 65°42'05" West to its point of tangency; thence North 60°00'00" West for a distance of 22.76 feet; thence South 30°00'00" West for a distance of 4.00 feet; thence North 60°00'00" West for a distance of 63.00 feet; thence North 30°00'00" East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears North 15°00'00" West to its point of tangency; thence North 60°00'00" West for a distance of 5.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 93°27'13", an arc length of 8.16 feet, and a chord which bears South 73°16'23" West to its point of tangency; thence South 26°32'47" West for a distance of 13.85 feet to a point on a curve; thence along a curve to the left having a radius of 69.00 feet, a central angle of 26°43'08", an arc length of 32.18 feet, and a chord which bears North 76°48'47" West to its point of tangency; thence South 89°49'39" West for a distance of 92.57 feet to a point of curvature; thence along a curve to the right having a radius of 131.00 feet, a central angle of 16°52'40", an arc length of 38.59 feet, and a chord which bears North 81°44'01" West to its point of tangency; thence North 73°17'41" West for a distance of

THE GABLES II TOWNHOMES, A CONDOMINIUM - PHASE ONE

February 9, 1987

Page 2

19.75 feet; thence South  $16^{\circ}42'19''$  West for a distance of 85.00 feet to a point on a curve; thence along a curve to the left having a radius of 500.00 feet, a central angle of  $03^{\circ}45'38''$ , an arc length of 32.82 feet, and a chord which bears South  $82^{\circ}07'11''$  East to its point of tangency; thence South  $84^{\circ}00'00''$  East for a distance of 32.82 feet to a point of curvature; thence along a curve to the right having a radius of 150.00 feet, a central angle of  $24^{\circ}00'00''$ , an arc length of 62.83 feet, and a chord which bears South  $72^{\circ}00'00''$  East to its point of tangency; thence South  $60^{\circ}00'00''$  East for a distance of 93.45 feet; thence North  $89^{\circ}49'39''$  East for a distance of 169.53 feet to the Point of Beginning; containing 0.927 Acres, more or less;

AND;

Commence at the Southeast corner of Tract "A", CALLOWAY LAKES SECTION ONE, according to the plat thereof recorded in Plat Book 130 at Page 17 of the Public Records of Dade County, Florida; thence North  $32^{\circ}00'00''$  East for a distance of 390.17 feet; thence North  $61^{\circ}15'20''$  West for a distance of 43.43 feet; thence North  $00^{\circ}10'21''$  West for a distance of 194.00 feet to the Point of Beginning of the parcel of land hereinafter described (the said last three courses being coincident with the East line of said Tract "A"); thence continue North  $00^{\circ}10'21''$  West along the East line of said Tract "A" for a distance of 126.00 feet to a point of intersection with a North line of said Tract "A"; thence South  $89^{\circ}49'39''$  West along a North line of said Tract "A" for a distance of 310.00 feet; thence South  $00^{\circ}10'21''$  East for a distance of 1.00 feet; thence South  $89^{\circ}49'39''$  West for a distance of 5.51 feet; thence South  $00^{\circ}10'21''$  East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears South  $45^{\circ}10'21''$  East to its point of tangency; thence North  $89^{\circ}49'39''$  East for a distance of 15.57 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears North  $44^{\circ}49'39''$  East to its point of tangency; thence North  $00^{\circ}10'21''$  West for a distance of 10.00 feet; thence North  $89^{\circ}49'39''$  East for a distance of 45.00 feet to a point of curvature; thence along a curve to the right having a radius of 127.00 feet, a central angle of  $14^{\circ}11'43''$ , an arc length of 31.46 feet, and a chord which bears South  $83^{\circ}04'30''$  East to a point on a line; thence North  $14^{\circ}01'22''$  East for a distance of 4.00 feet to a point on a curve; thence along a curve to the right having a radius of 131.00 feet, a central angle of  $15^{\circ}58'38''$ , an arc length of 36.53 feet, and a chord which bears South  $67^{\circ}59'19''$  East to its point of tangency; thence South  $60^{\circ}00'00''$  East for a distance of 78.00 feet; thence South  $30^{\circ}00'00''$  West for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of

OFF REC 13490 PG 172

THE CABLES II TOWNHOMES, A CONDOMINIUM - PHASE ONE

February 9, 1987

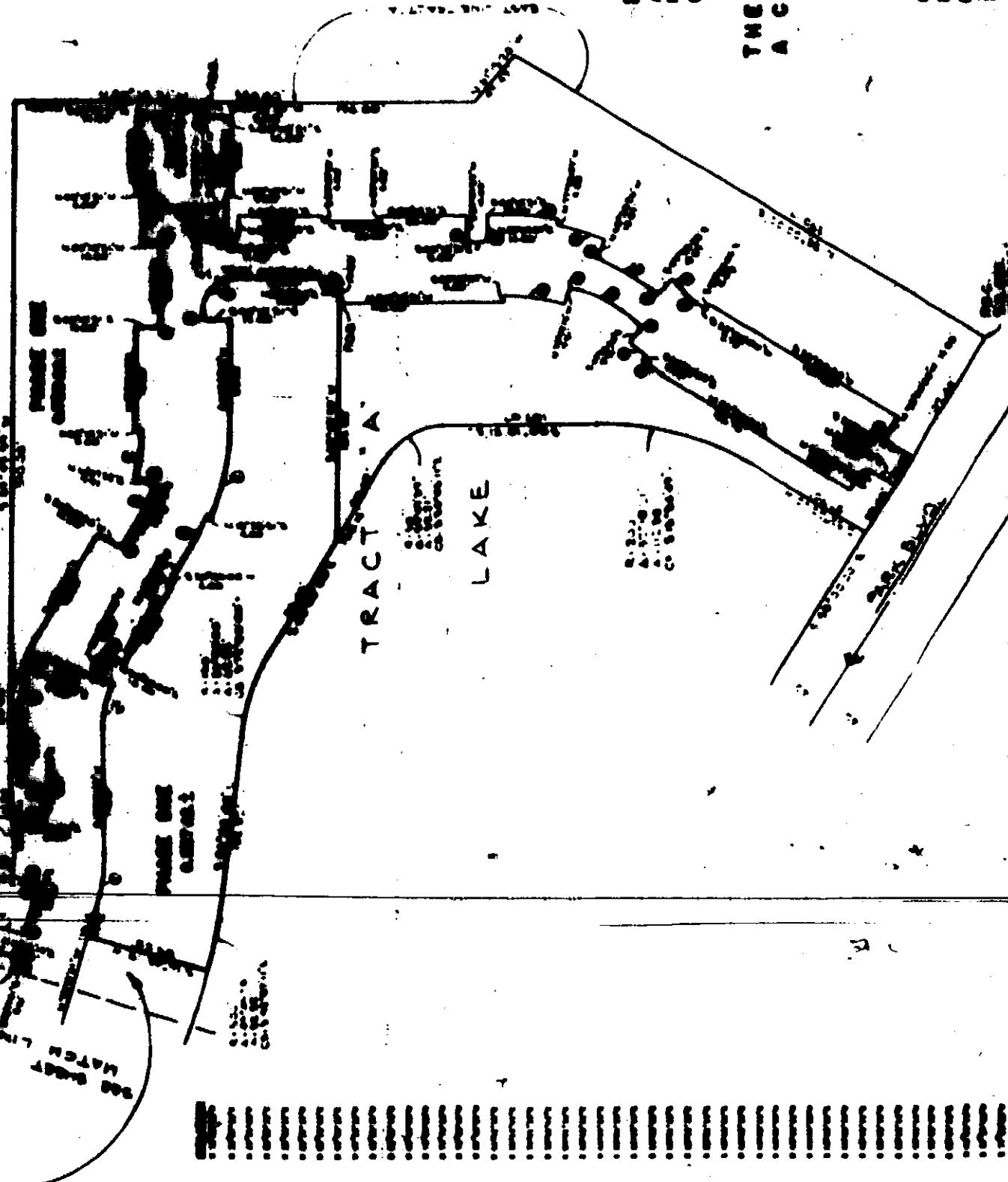
Page 3

$90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears South  $15^{\circ}00'00''$  East to its point of tangency; thence South  $60^{\circ}00'00''$  East for a distance of 12.76 feet to a point of curvature; thence along a curve to the left having a radius of 138.00 feet, a central angle of  $11^{\circ}42'52''$ , an arc length of 28.21 feet, and a chord which bears South  $65^{\circ}51'26''$  East to a point of compound curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $92^{\circ}09'16''$ , an arc length of 8.04 feet, and a chord which bears North  $62^{\circ}12'30''$  East to its point of tangency; thence North  $16^{\circ}07'52''$  East for a distance of 9.91 feet to a point on a curve; thence along a curve to the left having a radius of 123.00 feet, a central angle of  $16^{\circ}18'13''$ , an arc length of 35.00 feet, and a chord which bears South  $82^{\circ}01'15''$  East to a point on a line; thence North  $00^{\circ}10'21''$  West for a distance of 4.00 feet; thence North  $89^{\circ}49'39''$  East for a distance of 75.00 feet; thence South  $00^{\circ}10'21''$  East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears South  $45^{\circ}10'21''$  East to its point of tangency; thence North  $89^{\circ}49'39''$  East for a distance of 50.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears North  $44^{\circ}49'39''$  East to its point of tangency; thence North  $00^{\circ}10'21''$  West for a distance of 10.00 feet; thence North  $89^{\circ}49'39''$  East for a distance of 37.50 feet; thence North  $00^{\circ}10'21''$  West for a distance of 4.00 feet; thence North  $89^{\circ}49'39''$  East for a distance of 54.00 feet; thence South  $00^{\circ}10'21''$  East for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears South  $45^{\circ}10'21''$  East to a point on a line; thence South  $00^{\circ}10'21''$  East for a distance of 24.00 feet; thence North  $89^{\circ}49'39''$  East for a distance of 5.00 feet to the Point of Beginning; containing 0.729 Acres, more or less.

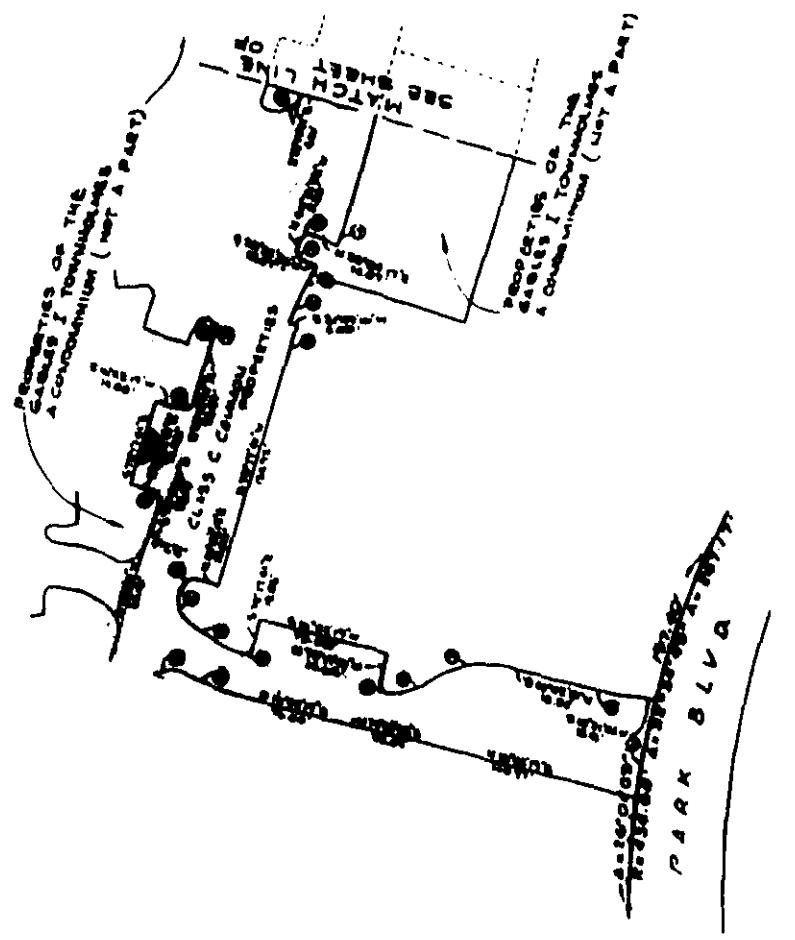
## PHASE ONE

EXHIBIT "B", PAGE 1  
REFERS TO AND INCORPORATES  
PART OF THE DECLASSIFICATION  
CONCERNING THIS COPY OF  
THE EAGLE II TOURNAMENT

PREPARED BY:  
U.S. GOVERNMENT CONTRACTOR,  
LAKE SUPERIOR CONSULTING  
CORPORATION  
DATE: APRIL 1968



$\mathbb{Z}$  —



PHASE ONE

**EXHIBIT "G". PAGE 6**  
ANNEXES TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM

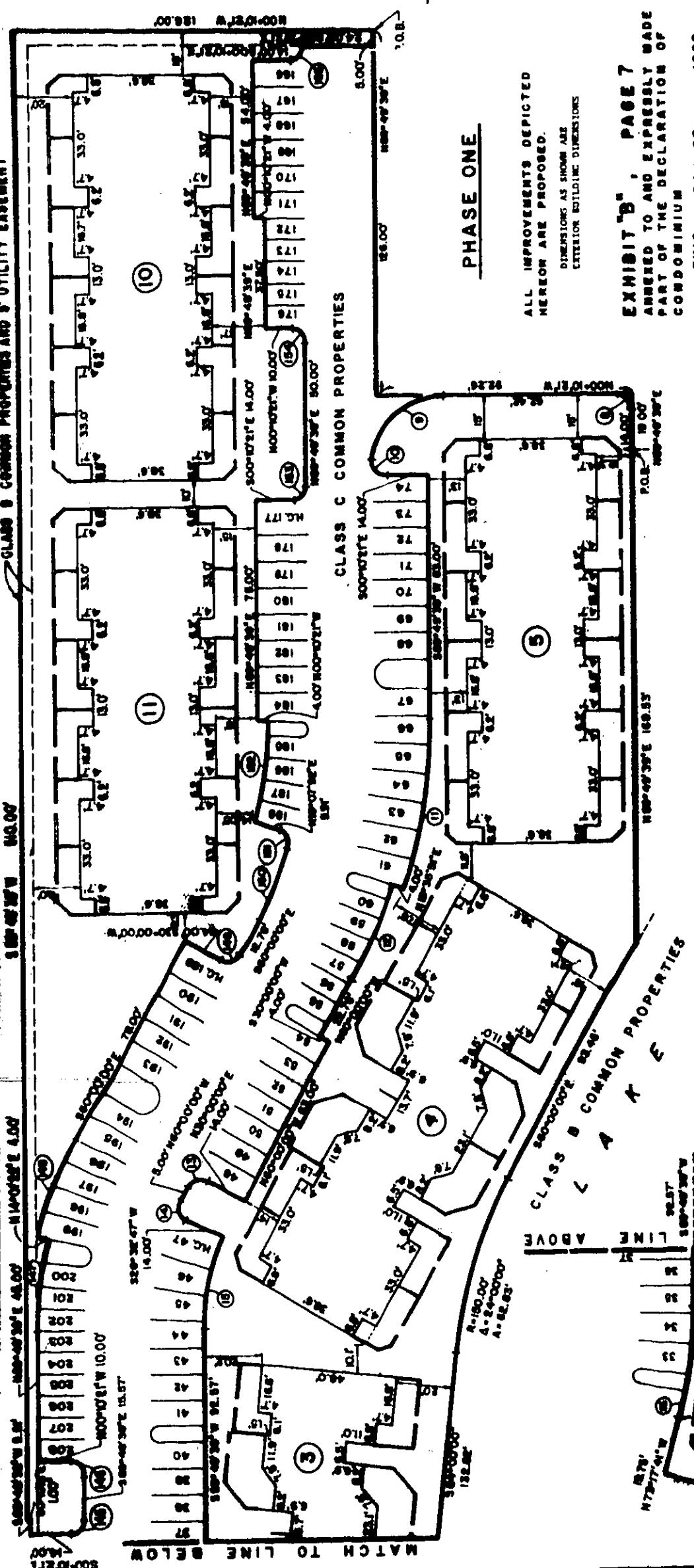
THE BOSTONIAN 101

## THE SAILLES IN TOWNSEND.

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E. R. BROWNE LLC AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
1512 CORAL WAY MIAMI, FL 33109

COSTS OF CANNED MUSSELS AND THE UTILITY ESTIMATE

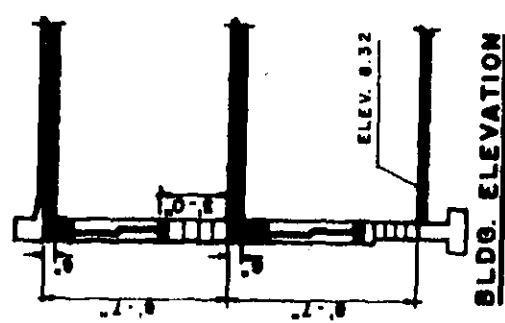


# THE GABLES II TOWNHOMES, A CONDOMINIUM

**EXHIBIT "B", PAGE 7**  
ALL IMPROVEMENTS DEPICTED  
HEREON ARE PROPOSED.  
DIMENSIONS AS SHOWN ARE  
EXTERIOR BUILDING DIMENSIONS  
ATTACHED TO AND EXPRESSLY  
PART OF THE DECLARATION  
COMMON DOMINIUM

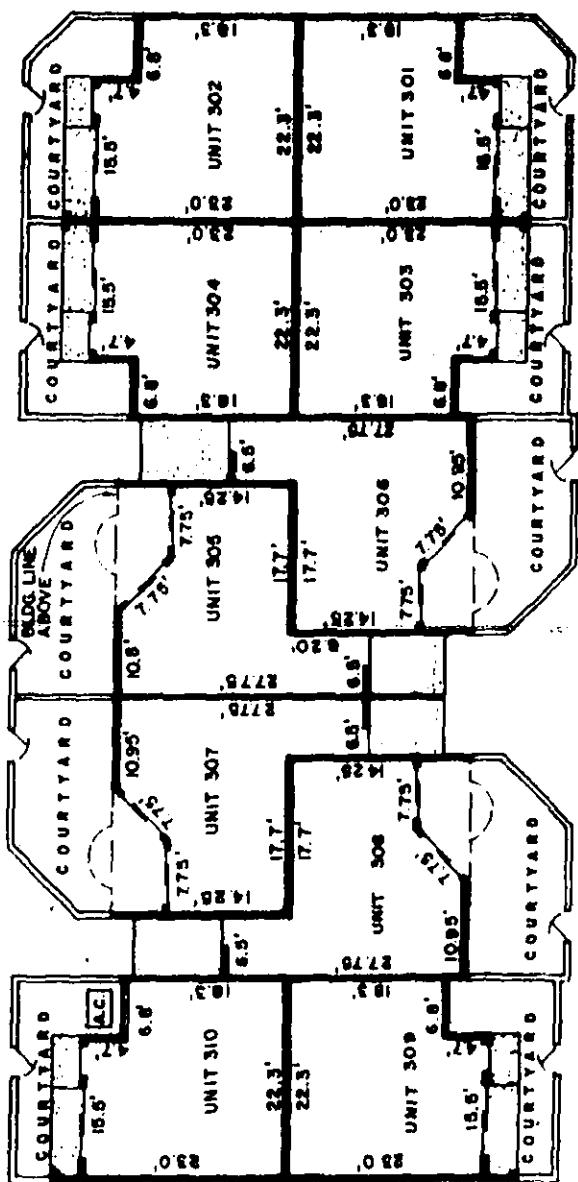
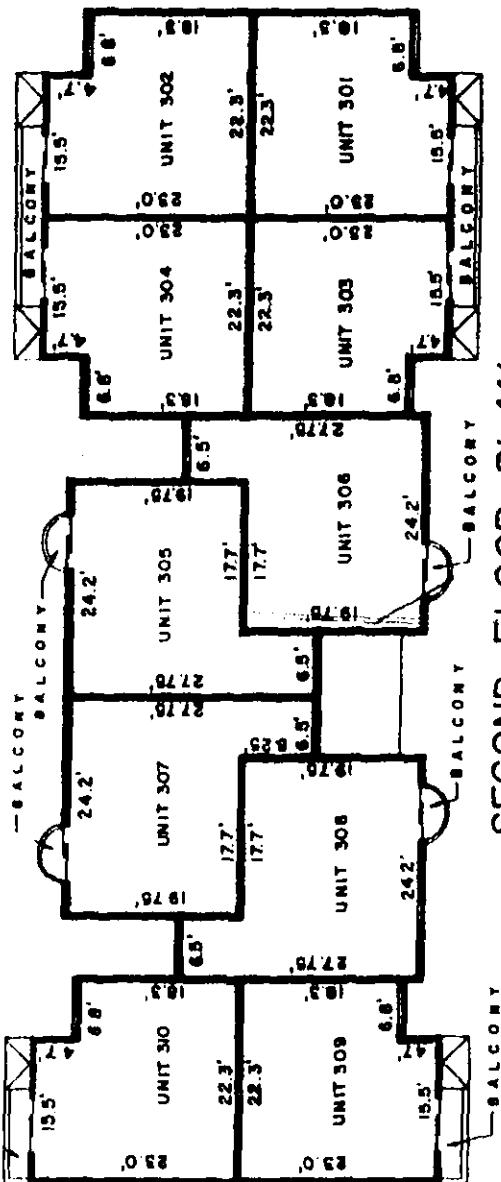
**PREPARED BY:**  
**E.R. BROWNELL AND ASSOC., INC.**  
**LAND SURVEYORS - CONSULTING**  
**ENGINEERS**  
**SIXTY EIGHT SOUTH BISCAYNE**  
**MIAMI, FL. 3314**

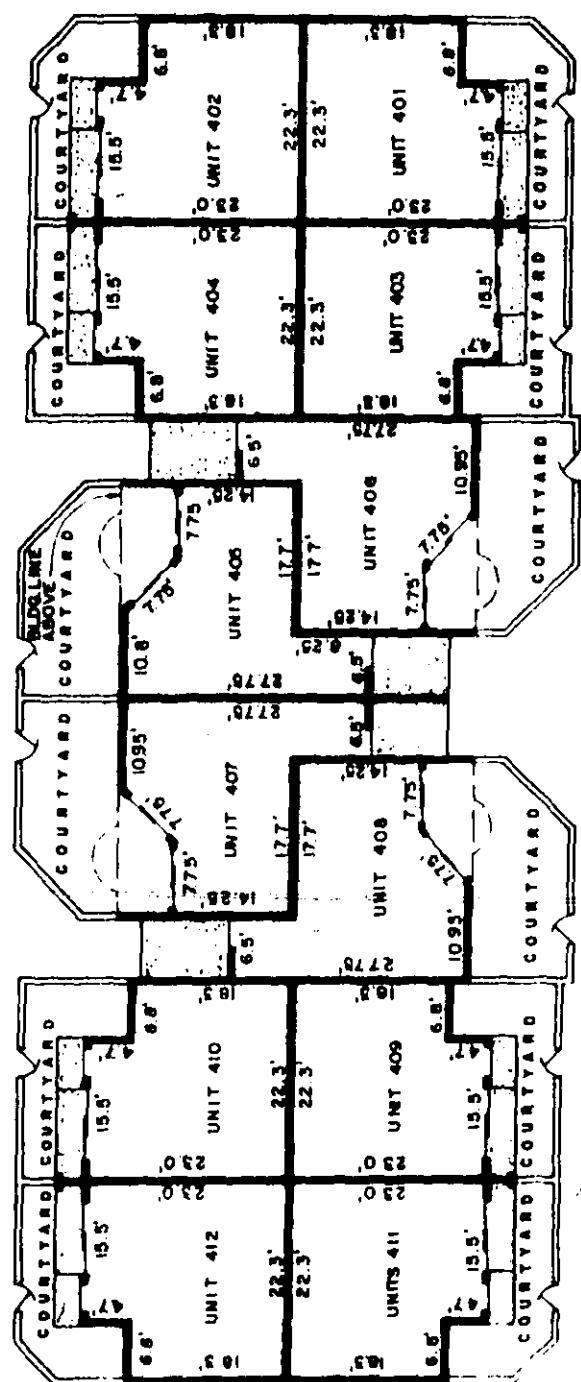
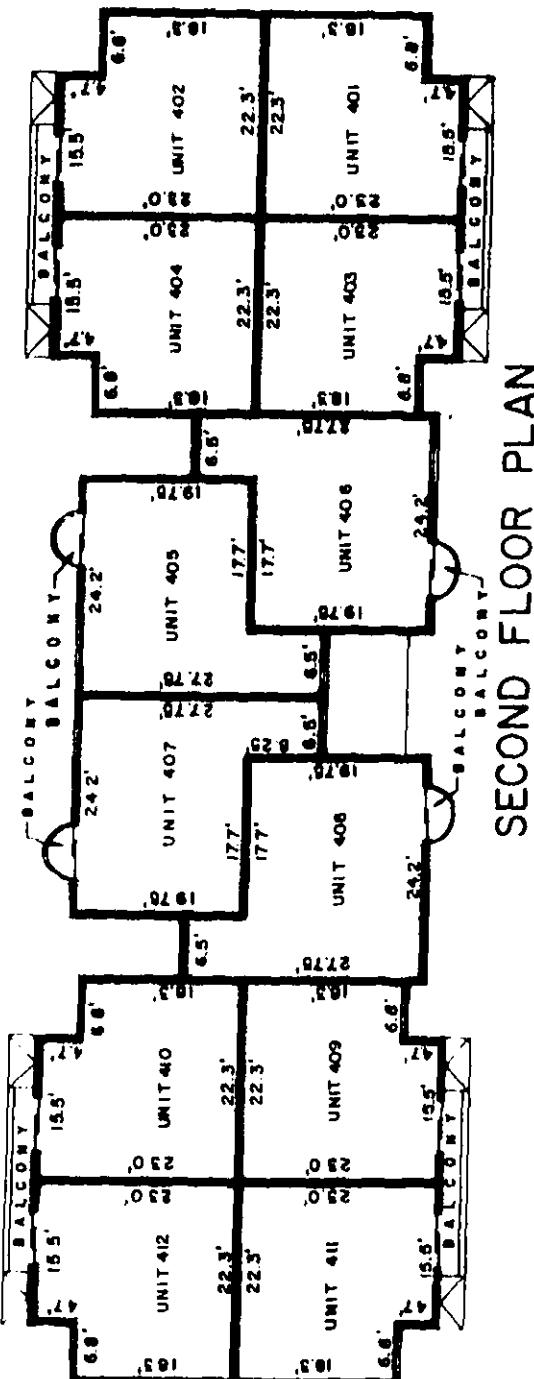
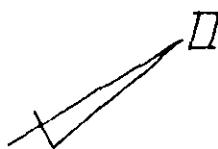
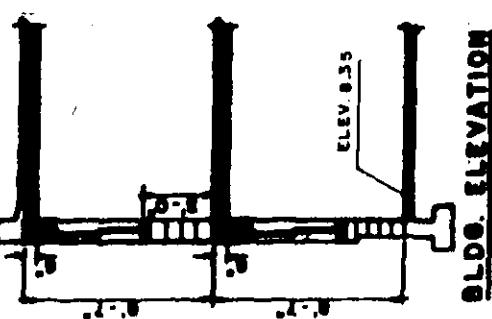
**PHASE ONE**  
**BLDG. NUMBER 3**

**BLDG. ELEVATION**

**EXHIBIT "B"**, **PAGE 8**  
 ANEXED TO AND EXPRESSLY MADE A  
 PART OF THE DECLARATION OF  
 CONDOMINIUM  
 THIS DAY OF **1986**  
**THE GABLES II TOWNHOMES,**  
**A CONDOMINIUM**

PREPARED BY:  
 E. R. BROWNELL AND ASSOC., INC.  
 LAND SURVEYORS - CONSULTING  
 ENGINEERS  
 3182 CORAL WAY MIAMI, FL 33148  
 LSC - 1025-B



PHASE ONE  
BLDG. NUMBER 4**GROUND FLOOR PLAN**

GRAPHIC SCALE  
10 5 0 10 5 0 20

**EXHIBIT "B", PAGE 9**  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM  
THIS DAY OF 1988  
**THE GABLES III TOWNHOMES,  
A CONDOMINIUM**

PREPARED BY:  
E.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS

11-5-87 REV TO SHOW BLDG. 3 & 4 AS BUILT 3182 CORAL WAY MIAMI, FL 33148  
LSC - 1025-B

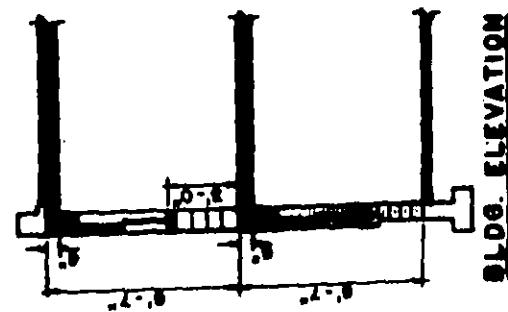
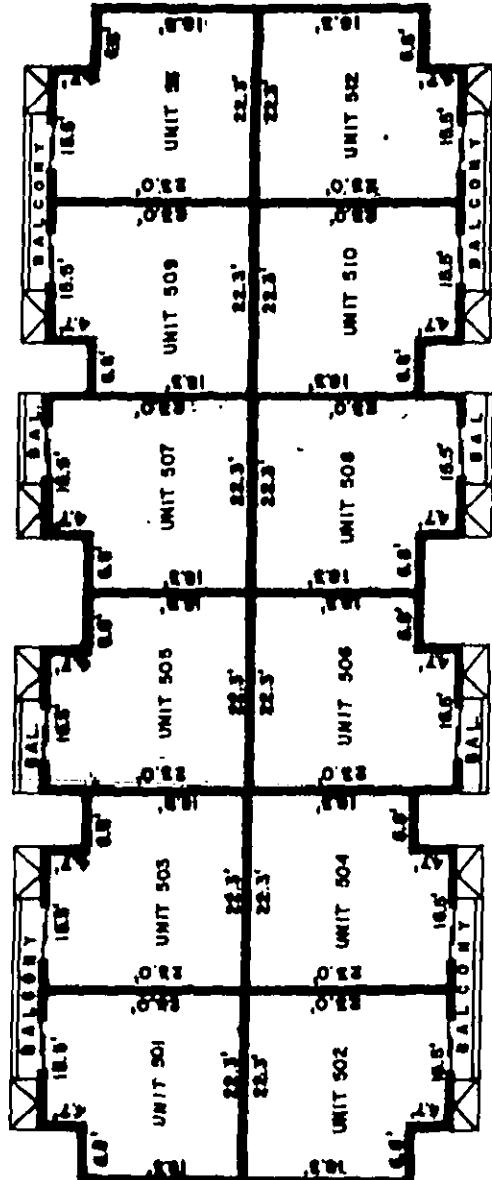
PHASE ONE  
BLDG. NUMBER 5

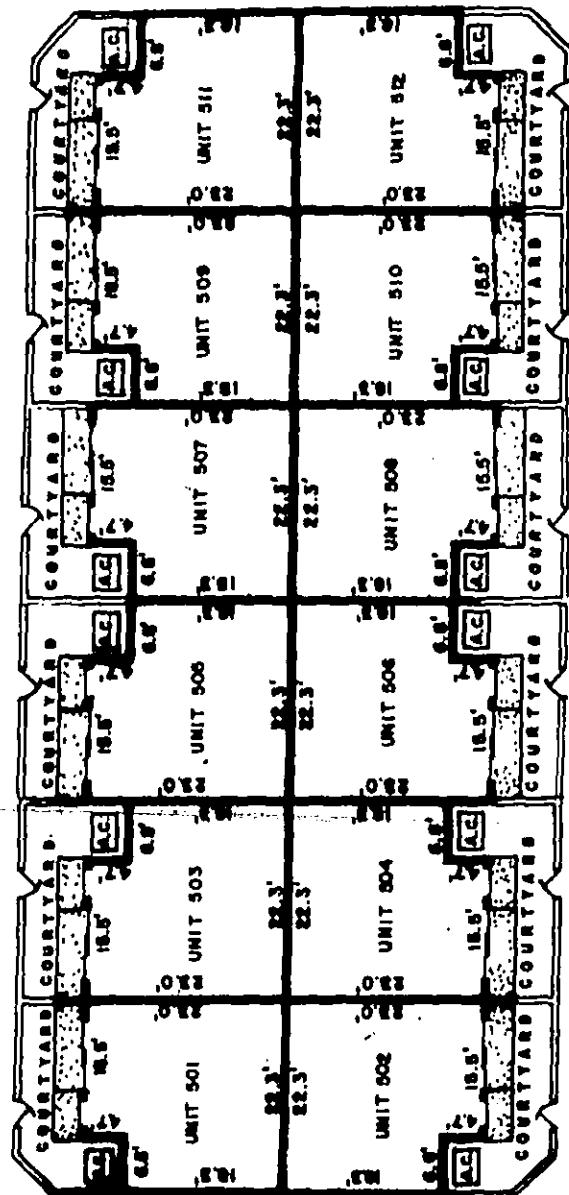
EXHIBIT "B", PAGE 10  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM  
THIS DAY OF 1988

**THE SABLES II TOWNHOMES,  
A CONDOMINIUM**

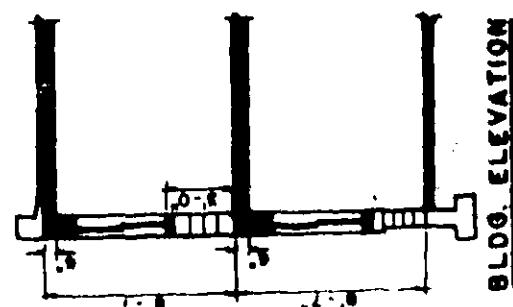
PREPARED BY:  
E.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
3182 CORAL WAY MIAMI, FL 33149  
LSC - 1025



SECOND FLOOR PLAN



GROUND FLOOR PLAN  
ALL IMPROVEMENTS DEPICTED  
HEREIN ARE PROPOSED  
DIMENSIONS AS SHOWN ARE TO THE UNFINISHED INSIDE  
WALLS OF THE UNIT  
GRAPHIC SCALE  
A.C. STAIRS, CIRCUMS AND BALCONIES ARE LOCATED  
ON THE OUTSIDE

PHASE ONE  
BLDG. NUMBER 10

BLDG. ELEVATION

EXHIBIT "B", PAGE 11  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDONIUM  
THIS DAY OF 1986  
**THE GABLES II TOWNHOMES,**  
**A CONDOMINIUM**

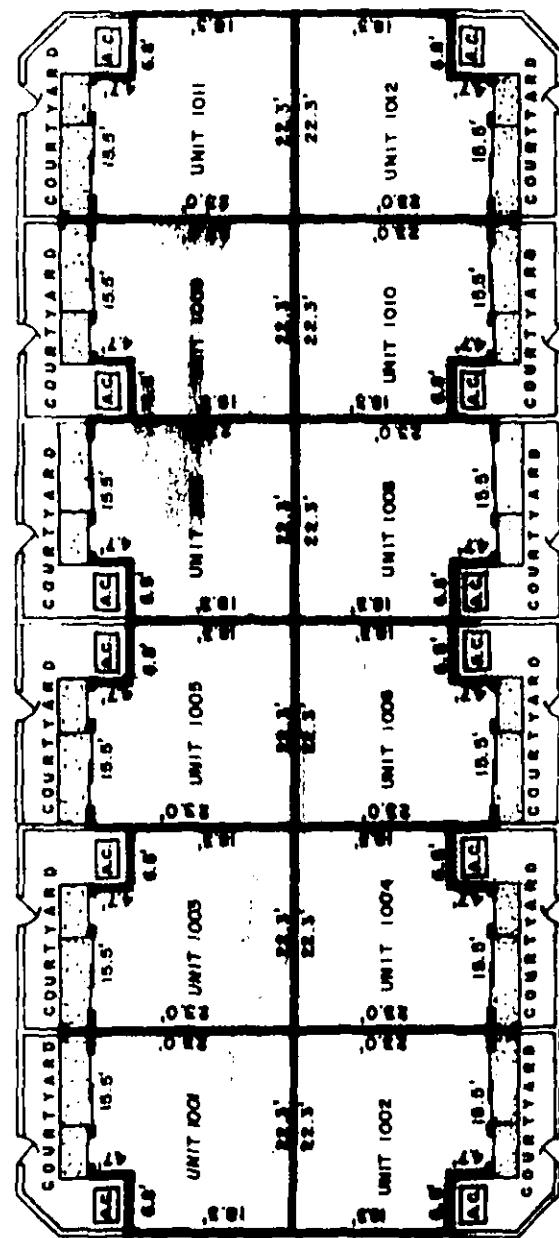
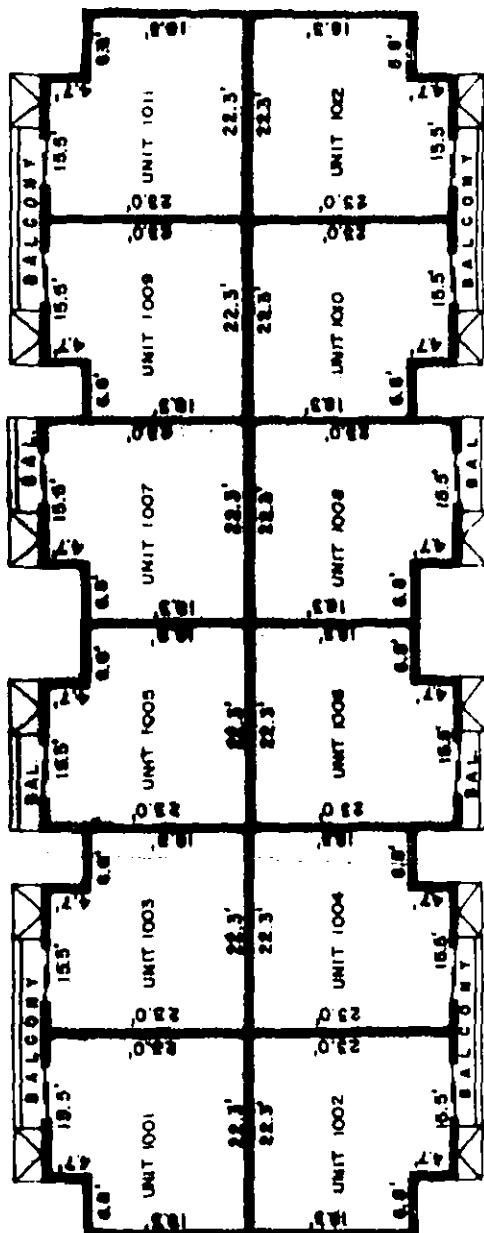
PREPARED BY:

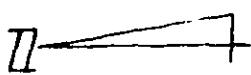
E & BROWNELL AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
3162 CORAL WAY MIAMI, FL 33145  
LSC - 1025

ALL IMPROVEMENTS DEPICTED  
HEREON ARE PROPOSED  
DIMENSIONS AS SHOWN ARE TO THE EXTERIOR INTERIOR  
WALLS OF THE UNIT  
L.G. CLASS, COURTYARDS AND BALCONIES ARE UNDATED  
DRAWN BY: [Signature]

GROUND FLOOR PLAN  
DRAWING SCALE  
10' 0" 20' 0" 30' 0"

## SECOND FLOOR PLAN

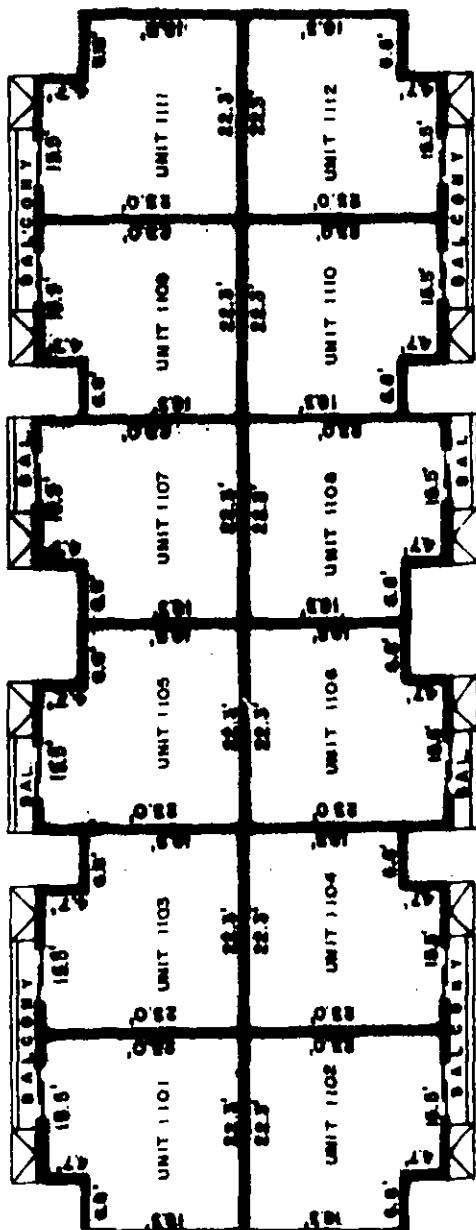
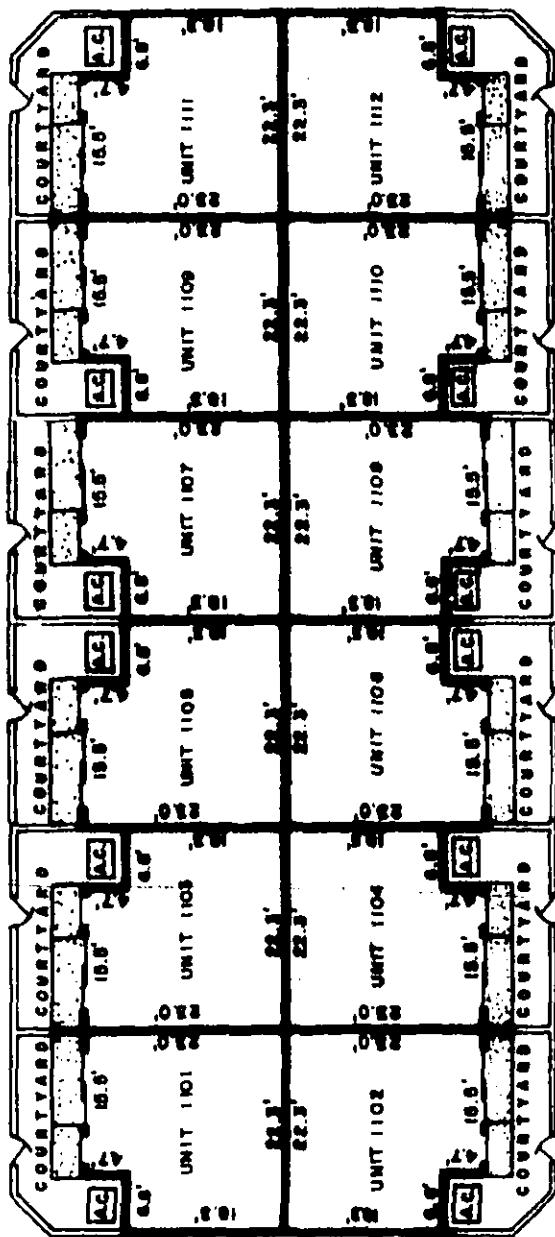


PHASE ONE  
BLDG. NUMBER IIBLDG. ELEVATION

**EXHIBIT 'B'.** PAGE 12  
ATTACHED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM  
THIS DAY OF 1988

**THE CABLES II TOWNHOMES,  
A CONDOMINIUM**

**PREPARED BY:**  
E.R. BROWNE,LLC AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
S122 CORAL WAY MIAMI, FL 33148  
LSC - 1025

**SECOND FLOOR PLAN**

**GROUND FLOOR PLAN**  
~~ACROSS SCALE~~

**ALL IMPROVEMENTS DEPICTED  
HEREON ARE PROPOSED  
DIMENSIONS AS SHOWN ARE TO THE UNFINISHED INTERIOR  
WALLS OF THE UNIT**  
A.C. STARS, COURTYARDS AND BALCONIES ARE LIMITED  
CLOTHED ELEMENTS

EXHIBIT "B"

CERTIFICATE OF SURVEYOR

Special Purpose Survey

The undersigned, a licensed and registered Land Surveyor, duly authorized to practice under the laws of the State of Florida, does hereby certify that, notwithstanding that certain buildings in the condominium are not substantially completed, the buildings and units described "EXISTING" herein are completed and that, as to such units and improvements, the construction of the improvements described herein, including but not limited to landscaping, utility services and access to such completed units; and common elements facilities serving the completed buildings in which such completed units are located, have been substantially completed so that this Exhibit "B" to the Declaration, constitute a correct representation of such completed improvements described herein and, further, that the identification, location, and dimensions of the common elements, limited common elements serving such completed units and all of each such completed units may be determined from said materials, and meets the minimum standards set by the FBLS.

Dated this 13 day of Nov., 1987.

Thomas Brownell  
Thomas Brownell, Sr. Vice President  
Professional Land Surveyor #2891  
State of Florida



OFF REC 13490 PG 182

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
UNIT OWNERS' PERCENTAGES OF COMMON ELEMENTS,  
COMMON SURPLUS AND SHARING OF COMMON EXPENSES  
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10118

UNIT OWNERS PERCENTAGES OF COMMON ELEMENTS,  
COMMON SURPLUS, AND SHARING OF COMMON EXPENSE

<u>BUILDING NO. 3</u>	<u>PERCENT</u>	<u>BUILDING NO. 4</u>	<u>PERCENT</u>	<u>BUILDING NO. 5</u>	<u>PERCENT</u>
301	1.713573%	401	1.713573%	501	1.713573%
302	1.713573%	402	1.713573%	502	1.713573%
303	1.713573%	403	1.713573%	503	1.713573%
304	1.713573%	404	1.713573%	504	1.713573%
305	1.79016875%	405	1.79016875%	505	1.713573%
306	1.79016875%	406	1.79016875%	506	1.713573%
307	1.79016875%	407	1.79016875%	507	1.713573%
308	1.79016875%	408	1.79016875%	508	1.713573%
309	1.713573%	409	1.713573%	509	1.713573%
310	1.713573%	410	1.713573%	510	1.713573%
		411	1.713573%	511	1.713573%
		412	1.713573%	512	1.713573%

<u>BUILDING NO. 10</u>	<u>PERCENT</u>	<u>BUILDING NO. 11</u>	<u>PERCENT</u>
1001	1.713573%	1101	1.713573%
1002	1.713573%	1102	1.713573%
1003	1.713573%	1103	1.713573%
1004	1.713573%	1104	1.713573%
1005	1.713573%	1105	1.713573%
1006	1.713573%	1106	1.713573%
1007	1.713573%	1107	1.713573%
1008	1.713573%	1108	1.713573%
1009	1.713573%	1109	1.713573%
1010	1.713573%	1110	1.713573%
1011	1.713573%	1111	1.713573%
1012	1.713573%	1112	1.713573%

10128  
011987

OFF REC 13490 PG 184

EXHIBIT "D" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
BYLAWS FOR THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
\*\*\*\*\*

10118

BYLAWS

OF

THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
A Florida Non-Stock, Non-Profit Membership Corporation

ARTICLE I  
GENERAL

1.1 THE NAME. The name of the Corporation shall be THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

1.2 PRINCIPAL OFFICE. The principal office of the Corporation shall be at 100 North Biscayne Boulevard, Suite 2111, Miami, Dade County, Florida 33132, or at such other place as may be subsequently designated by the Board of Directors.

1.3 IDENTITY. In addition to the within Bylaws being the Bylaws of the Association, these Bylaws are established pursuant to the Florida Condominium Act, Chapter 718, for the purpose of administering, operating and managing THE GABLES II TOWNHOMES, A CONDOMINIUM.

1.4 DEFINITION. As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of THE GABLES II TOWNHOMES, A CONDOMINIUM (the "Condominium"). Any terms not defined in the Declaration shall have those definitions established by Chapter 718, Florida Statutes, as the same exists on the date of execution hereof. If any definition in the Declaration is at variance with a definition in the Florida Statutes (and such variance is a permissible variance), the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE II.  
MEMBERSHIP AND VOTING PROVISIONS

2.1 MEMBERSHIP. Membership in this Corporation shall be limited to owners of units in the Condominium as are described in the articles of incorporation of the Association. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of this Corporation. If unit ownership is vested in more than one person, all of the persons owning a unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its voting member. Developer, or its assignee,

nominee, designee or successor, as an owner of unsold units, shall be deemed a member of this Corporation.

**2.2 VOTING.**

(a) The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

(b) Majority Vote: The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes, except where otherwise provided by law, in the Declaration, in the articles of incorporation or in these Bylaws; and as used in these Bylaws, the articles of incorporation, or the Declaration, the term "majority of the members" shall mean those unit owners having more than fifty (50%) percent of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present.

**2.3 QUORUM.** Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum.

**2.4 PROXIES.** Votes may be cast in person or by proxy. All proxies shall (i) be in writing, (ii) set forth the name of the person voting by proxy, (iii) the name of the person entitled to vote the proxy for him, (iv) state the date the proxy was given, and (v) contain the date, time and place of the meeting for which it is given. All proxies shall be filed with the secretary of the Corporation prior to, or at, the meeting at which they are to be used, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. If the person voting by proxy so desires, he may grant a limited proxy, provided that the proxy itself sets forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. Where a unit is owned jointly by a husband and wife, and they have not designated one of themselves as a voting member, a proxy must be signed by both in order to designate a third person as proxy. If the proxy form expressly so provides, any holder of a proxy may appoint, in writing, a substitute to act in his place. If such provision is not made, such substitution is not permissible.

**2.5 DESIGNATION OF VOTING MEMBER.** If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person,

the person entitled to cast the unit's vote shall be designated in a certificate to be filed with the secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a certificate to be filed with the secretary of the Association, signed by its president or vice president, and attested to by its secretary or assistant secretary. The person designated in such certificate shall be known as the voting member. If, for a unit owned by more than one person or by a corporation, such certificate is not on file with the secretary of the Corporation, the vote of the unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit, except if said unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superceded by a subsequent certificate, or until a change occurs in the ownership of the unit. If a unit is owned by a husband and wife, the following provisions are applicable:

(a) They may, but they shall not be required to, designate a voting member;

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit's vote.

Developer, for so long as it shall own unsold units in the Condominium, shall be entitled to one (1) vote for each such unit. Notwithstanding the foregoing provisions of this paragraph 2.5, Developer shall have no obligation to file with the Secretary of the Corporation a certificate designating the party entitled to cast Developer's votes (where Developer is other than an individual, natural person). Developer shall be entitled to vote, in person or by proxy by voting, or designating in such proxy form, as the case may be, its intentions in accordance with the foregoing provided, however, that such voting ballot or proxy, as the case may be, shall be executed only by a partner, officer, director or written designee of the Developer, which designation need not be filed with the Secretary of the Corporation as a condition to the effectiveness of the casting of the vote.

**ARTICLE III.**  
**MEMBERSHIP AND MEETINGS**

3.1 **PLACE.** All meetings of the membership shall be held at the principal office of the Corporation or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **NOTICES.** It shall be the duty of the secretary to send by regular mail or deliver a notice of each annual or special meeting to each owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the Corporation, unless the owner waives in writing the right to receive such notice by mail. The secretary of any other officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of meetings of the membership were mailed or hand-delivered in accordance with the requirements of this section to each unit owner at the address last furnished to the Association. Notice of specific meetings may be waived before or after the meeting.

3.3 **ANNUAL MEETING.** The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held at 7:30 p.m., on the first Wednesday in June of each year, or at such other time as shall be selected by the Board of Directors. At the annual meeting, the members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **SPECIAL MEETING.** Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the president, or shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing forty (40%) percent of the total number of units. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **ACTION BY MEMBERS WITHOUT A MEETING.** Any approval by unit owners required by Chapter 718, Florida Statutes (the Condominium Act), or by the Declaration of Condominium or these Bylaws, including, but not limited to, approval requirements in Section 718.111(8), Florida Statutes, relating to purchase of land by the Association, shall be made at a duly noticed meeting of the members and shall be subject to all requirements of the

Condominium Act or appropriate condominium documentation relating to member decision making except that members may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these Bylaws or the Declaration or any Florida Statute which provides for member action.

**3.6 ADJOURNED MEETING.** If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

**3.7 ORDER OF BUSINESS.** The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Call to order by president or chairman;
- (b) Appointment of chairman of the meeting by the president, or in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association who will conduct the meeting without vote;
- (c) Calling of the roll and certifying of proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of offices;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of directors;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

**3.8 MINUTES OF MEETING.** The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representative and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

#### ARTICLE IV.

##### DIRECTORS

**4.1 MEMBERSHIP.** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined from time to time upon majority vote of the membership. All directors shall be unit owners or spouses of unit owners, or mortgagees of units, or a spouse of an individual mortgagee; or, in the case of partnership unit owners or partnership mortgagees, shall be members or employees (or their spouses) of such partnerships; or,

in the case of corporate unit owners or corporate mortgagees, shall be directors, officers, stockholders or employees (or their spouses) of such corporation; or, in the case of fiduciary unit owners or fiduciary mortgagees, shall be the fiduciaries or their beneficiaries (or their spouses), or directors, officers, stockholders or employees (or their spouses) of a corporate fiduciary, or their corporate beneficiary, or partners or employees (or their spouses) of a partnership fiduciary. No director shall continue to serve on the Board after he ceases to be a unit owner or an interested party in a unit owner as specified in the preceding sentence. The above provisions of this subsection 4.1 shall not apply to directors elected by the Developer in accordance with subsection 4.15 thereof.

**4.2 ELECTION OF DIRECTORS.** Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of three (3) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) At any time after a member of the Board is elected by members other than the Developer of the Condominium, at any duly convened regular or special meeting of members at which a quorum is present, any one or more of the directors elected by members other than the Developer may be removed, with or without cause, by the affirmative vote of voting members casting not less than a majority of the total votes present at said meeting pursuant to Section 718.112(2)(k), Florida Statutes. The foregoing sentence shall not be applicable to members of the Board appointed by the Developer. A successor may then and there be elected to fill any vacancy created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

(e) If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said

vacancy may be held at any regular or special meeting of the Board.

(f) Disqualification and Resignation of Directors:

Any director may resign at any time by sending a written notice of such resignation to the office of the Corporation, addressed to the president or secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the organizational meeting of any newly elected board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board. The transfer by a director (other than a director designated by the Developer) of title to his parcels shall, effective as of the date of title transfer, automatically constitute a resignation from the Board. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the Board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event of the passage of the time provided for herein.

(g) Until a majority of the directors are elected by the members other than the Developer of the Condominium, however, neither the first directors of the Association nor any directors replacing them who are named or designated by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

**4.3 TERM.** Subject to the provisions of subsection 4.15 below, vacancies on the Board of Directors caused by the expiration of a director's term shall be filled by electing new Board members. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Board shall serve in accordance with subsection 4.15 below.

**4.4 ORGANIZATIONAL MEETING.** The organizational meeting of a newly elected Board of Directors shall be held immediately after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of the organizational meeting shall be in accordance with the requirements for regular meetings, if formal business is to be undertaken in such meeting.

**4.5 REGULAR MEETINGS.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director,

personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all unit owners, and notice of such meetings shall be posted conspicuously at the Condominium property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency. Meeting by telephonic conference is authorized and, where such conference is used, a telephone speaker shall be attached so that the discussion may be heard by the members of the board and by any unit owners present in an open meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and describe the nature of any such assessments.

4.6 **SPECIAL MEETINGS.** Special meetings of the directors may be called by the president, or, in his absence, by the vice president, and must be called by the president or secretary at the written request of one-third (1/3) of the directors. Notice of meetings shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all unit owners, and notice of a special meeting shall be posted conspicuously at the Condominium property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency. Meeting by telephonic conference is authorized and, where such conference is used, a telephone speaker shall be attached so that the discussion may be heard by the members of the board and by any unit owners present in an open meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and describe the nature of any such assessments.

4.7 **WAIVER OF NOTICE; JOINDER BY ABSENT DIRECTOR.** Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Any director may join in by written concurrence in any action taken at a meeting of the board but such concurrence may not be used for the purpose of creating a quorum.

4.8 QUORUM. A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the articles or these Bylaws. Directors utilizing telephone conference calls for the purpose of regular or special directors' meetings may be counted towards the obtaining of a quorum and may vote via the telephone. A director who is present at a meeting of the Board of Directors at which action on which any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.9 ADJOURNED MEETINGS. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted at a subsequent meeting provided that notice thereof is posted conspicuously at the Condominium property at least forty-eight (48) hours in advance, except in the event of an emergency.

4.10 PRESIDING OFFICER. The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their members to preside. The president, or, in his absence, a majority of the Board of Directors, may appoint without vote, the attorney of the Association to act as chairman to conduct the meeting.

4.11 ORDER OF BUSINESS. The order of business at directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

4.12 MINUTES OF MEETINGS. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representative, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

**4.13 EXECUTIVE COMMITTEE.** The Board of Directors may, by resolution duly adopted, appoint an executive committee to consist of three (3) or more members of the Board of Directors. Such executive committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the executive committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium; (b) to determine the assessments payable by the unit owners to meet the common expenses of the condominium; (c) to adopt or amend the rules and regulations covering the details of the operation and use of the Condominium property; or (d) to exercise any of the powers set forth in subdivision (b), (e), (g), (h), (n), (o) and (t) of Article V below.

**4.14 COMPENSATION.** Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

**4.15 PROVISO.** Notwithstanding anything to the contrary contained in this Section 4, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The first Board as appointed by the Developer shall hold office and serve until their successors have been elected and qualified as hereinafter provided, and the first Board shall consist of: FERNANDO ZULUETA, SYLVANA WEISSER, and JOSE FERNANDEZ. The Developer shall have the right to appoint all the members of the Board of Directors until unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association. When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the

ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units operated by the Association.

At any meeting at which unit owners other than the Developer are entitled to elect members to the Board of Directors of the Association, pursuant to Section 718.301, Florida Statutes, a quorum of unit owners other than the Developer shall be based upon the number of unit owners other than the Developer at the time the notice for the election meeting was sent. Such quorum shall be the same quorum as provided for under Section 718.112(2)(b), Florida Statutes. All non-Developer unit owners may vote at such meeting.

The Developer may, in its sole discretion, turn over control of the Association to unit owners other than the Developer prior to such dates by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of unit owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer nor such appointees shall be liable in any manner in connection with such resignations even if the unit owners other than the Developer refuse or fail to assume control. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so. Directors appointed by the Developer need not be unit owners.

For purposes of this Section 4.15, one hundred six (106) residential units (excluding units created by the lawful subdivision of units) shall be considered the number of units which will be operated ultimately by the Association, unless the Developer gives the Association written notice of a lesser number of units. Under no circumstances shall the number of units which will be operated ultimately by the Association exceed one hundred six (106) units (excluding any additional units that may be created by subdivision of units in accordance with the terms of the Declaration of Condominium).

**4.16 RRCALL.** Subject to the provisions of Section 718.301, Florida Statutes, and subject to the provisions of Article IV of these Bylaws (including, but not limited to, Developer's right to designate Directors), members of the Board of Directors may be

recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests.

A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. If a special meeting is called as a result of a petition by ten percent (10%) of the voting interests for the purpose of requesting a special meeting for a recall vote, the notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests. The list must state that the purpose of the signatures is for recall. The unit owner meeting for recall must be called not less than ten (10) days nor more than sixty (60) days from the date that notice of the meeting is given.

During a meeting of unit owners to recall one or more members of the Board, the owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers on behalf of the petitioning unit owners in the event that the vote at the meeting is disputed and a petition for arbitration is filed.

If the recall is directed to more than one member of the Board, there shall be a separate vote for each member of the Board sought to be recalled. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting.

If the proposed recall is by an agreement in writing by a majority of all voting interests, a separate agreement for each member of the Board being recalled shall be prepared and such agreement(s) in writing shall be served on the Association by certified mail. Such agreement shall designate a representative to receive pleadings, notices, or other papers on behalf of the unit owners executing the agreement in the event that the Board determines not to certify the written agreement to recall and files and petition for binding arbitration in the manner described hereafter. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described below. If the Board

determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two hours, file with the Division of Florida Land Sales and Condominiums a petition for binding arbitration pursuant to the procedures described in Section 718.1255, Florida Statutes. For the purposes of this Section, unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

#### ARTICLE V.

##### POWERS AND DUTIES

In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any director designated by Developer shall be made by written instrument delivered to any officer, which instrument shall specify the name of the person designated as successor director. The removal of any director and designation of his successor shall become effective immediately upon delivery of such written instrument by Developer to any officer.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts except such acts which by law, the Declaration, or these Bylaws, may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

(a) Operation, care, upkeep and maintenance of the common elements.

(b) Determination of the expenses and other obligations required for the operation of the condominium and the Association.

(c) Collection of the assessments of common expenses from unit owners required to pay same provided, however, that no fees shall be charged against a unit owner for the use of common

elements or association property unless such use is the subject of a lease or similar agreement between the Association and such unit owner.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium property.

(f) Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.

(g) Purchasing, leasing or other acquiring of units in the name of the Association, or its designee.

(h) Purchase of units at foreclosure or other judicial sales, in the name of the Association or its designee.

(i) Organization of corporations to act as designees of the Association in acquiring title to units or leasing units by the Association.

(j) Obtaining and reviewing insurance for the Condominium property.

(k) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(l) Enforcement of the obligations of the unit owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

(m) Levying fines against the unit owners for violations of the rules and regulations established by it to govern the conduct of the unit owners.

(n) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements; provided, however, that (i) the consent of the unit owners of at least two-thirds (2/3) of the units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$35,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any unit without consent of the owner of such unit. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to authority contained in this subparagraph (p) is not repaid by the Association, a unit owner who pays to the creditor such portion thereof as his interest in the common

elements bears to the interest of all the unit owners in the common elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the unit owner's unit.

(o) Contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these Bylaws to have approval of the Board of Directors or other unit owners and contracting for the management or operation of portions of Condominium property susceptible to separate management or operation thereof; and the granting of concessions for the purpose of providing services to the unit owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (i) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (ii) those delegations and duties which may be required by the Declaration and these Bylaws to have approval of the Board of Directors or of the unit owners; (iii) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation; and (iv) same may be contrary to the Declaration of Condominium or the Bylaws.

(p) Exercise of all powers specifically set forth in the Declaration, the articles of the Association, these Bylaws, and in the Florida Condominium Act (and Chapters 607 and 617, Florida Statutes, as applicable), and all powers incidental thereto.

(q) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

(r) Entering into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

(s) Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.

(t) Acquiring and entering into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the

lands of the Condominium intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and declaring expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interest of the Corporation; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

(u) Collecting from Developer (and enforcing the collection thereof, if necessary) sums due the Association for maintenance which Developer may receive from unit owners in its fiduciary capacity as collection agent therefor.

(v) Fulfilling the obligations of the Association under the Master Declaration.

## ARTICLE VI.

### OFFICERS

6.1 **EXECUTIVE OFFICERS.** The executive officers of the Corporation shall be a president, one or more vice presidents, secretary, assistant secretary, and treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the president shall not also be the secretary or an assistant secretary for the Corporation.

6.2 **APPOINTIVE OFFICERS.** The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.3 **ELECTION.** The Board of Directors, at its first meeting after each annual meeting of general members, shall elect all officers, none of whom, except the president, need be a member of the Board.

6.4 **TERM.** The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

6.5 **THE PRESIDENT.** The president shall be the chief executive officer of the Corporation. Subject to the provisions of 4.10 hereinabove, the president shall preside at all meetings of owners and of the Board. He shall exercise the executive powers of the Corporation and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such

other duties as may be delegated to him from time to time by the Board.

**6.6 THE VICE PRESIDENT.** The vice president shall perform all of the duties of the president in the absence of the president, and such other duties as may be required of him by the Board.

**6.7 THE SECRETARY.** The secretary or assistant secretary shall issue notices of all Board meetings and all meetings of owners; he shall attend and keep the minutes of same; he shall have charge of all of the books of the Corporation as well as its records and papers, except those kept by the treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspections by owners and Board members at all reasonable times.

**6.8 THE TREASURER.**

(a) The Treasurer shall have custody of the Corporation's funds and securities. He shall keep full and accurate accounts of the Corporation's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, and to the credit of, the Corporation in such depositories as may be designated by the Board. The books shall reflect an account for each unit in the manner required by the Act.

(b) He shall disburse the funds of the Corporation as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the treasurer, and of the financial condition of the Corporation to the Board whenever it may require it.

(c) He shall collect all assessments and shall report promptly to the Board the status of collections.

(d) He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by owners or their authorized representatives at reasonable times. He shall render to owners or their authorized representatives, at least annually, a written summary of the Corporation's fiscal activities.

(e) He shall prepare the Corporation's budget.

**6.9 INITIAL OFFICERS.** The officers of the Association who shall hold office and serve until the first election of officers by the Board of Directors of the Association following the first meeting of members, wherein a majority of directors are elected by unit owners other than the Developer, pursuant to the terms of these Bylaws, are as follows:

Jim Reynolds	President
Jose Fernandez	Treasurer/Secretary
Gus Campano	Vice President/ Assistant Secretary

6.10 COMPENSATION. Officers shall not receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the management of the Condominium or for any other service to be supplied by such director or officer.

6.11 RESIGNATIONS. Any director or officer may resign his post at any time by written resignation, delivered to the president or secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

## ARTICLE VII. FINANCES AND ASSESSMENTS

7.1 DEPOSITORIES. The funds of the Corporation shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.2 FISCAL YEAR. The fiscal year of the corporation shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

### 7.3 DETERMINATION OF ASSESSMENTS.

(a) The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the common expenses set forth in the budget. The budget shall set forth all accounts and expense items and describe the applicability of all items set forth in Section 718.504(20), Florida Statutes, on an annual and average monthly basis. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Corporation; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board or the Declaration. The budget shall also set forth estimated amounts for reserves for capital expenditures and deferred maintenance, regardless of whether or not reserves requirements have been waived and a statement of any guarantee of assessments or other election and obligation of the Developer pursuant to Section 718.116(8), Florida Statutes, and a reference to the document containing such

guarantee. Funds for the payment of common expenses shall be assessed against units as provided in the Declaration. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board. Assessments shall not, however, be levied less frequently than on a quarterly basis. Assessments shall be made against unit owners on a monthly basis, as aforesaid, in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessment and shall be payable in the manner determined by the Board. All funds due under these Bylaws and the Declaration are common expenses.

(b) A copy of the proposed budget shall be mailed to owners not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The directors' meeting at which the budget shall be considered shall be open to all of the unit owners. The minutes of such directors' meeting shall reflect the adoption of the budget, if the same is adopted, and a copy of the adopted budget shall be attached to the minutes and maintained as a part of the financial records of the Association.

(c) If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessment for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than sixty-six and two thirds percent (66-2/3%) vote of the voting interests. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by sixty-six and two-thirds percent (66-2/3%) of the voting interests in writing, the budget shall be adopted. If the meeting of unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. The minutes of such meeting shall be attached to the minutes and reflect the adoption of the budget and a copy of the adopted budget shall be maintained as a part of the financial records of the Association. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for

reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all voting interests.

(d) The proposed annual budget of common expenses shall be detailed and shall show the amounts budget by accounts and expense classifications, including, but not limited to those expense items listed in Section 718.504(20), Florida Statutes. If the expense item for any category set forth in the foregoing statute is not applicable, the category shall nevertheless be listed, but followed by an indication that the expense is not applicable. In addition to annual operating expenses, the proposed budget shall in all events include as separate items reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. In determining such accounts, a capital expenditure shall constitute an expense that results from the purchase of an asset whose life is greater than one year in length or the replacement of an asset whose life is greater than one year in length or the addition of an asset which extends the life of the previously existing asset for a period greater than one year; similarly, deferred maintenance is an expenditure for maintenance or repair that will result in extending the life of an asset for a period greater than one year. For each item for which reserves are maintained, the budget shall show the estimated life, estimated replacement cost and estimated remaining useful life. Additionally, each budget shall state separately the current balance in each reserve account as of the date the proposed budget is prepared.

(e) Proposed reserve accounts may be deleted from or reduced in effective budgets in the event that the members of the Association have by a majority vote of a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves which are less adequate than as required by the foregoing. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserves for capital expenditures and deferred maintenance required by Section 718.112(2)(f), Florida Statutes,

are common expenses and must be fully funded unless properly waived or reduced. Funds reserved pursuant to Section 718.112(2)(k), Florida Statutes, shall be used for the purposes for which they are reserved unless their use for other purposes is approved by a vote of the majority of the members of the Association at a duly called meeting thereof.

(f) When the Board determines the amount of any assessment, the treasurer shall mail or present to each owner a statement of assessment. All assessments shall be paid to the treasurer and, upon request, the treasurer shall give a receipt for each payment received.

**7.4 APPLICATION OF PAYMENT AND COMMINGLING OF FUNDS.** All sums collected by the Corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. However, portions of such sums as represent funds for reserves as set forth in the then applicable budget shall be separately accounted for and shall only be used for the purposes as intended, unless waived by due vote of the membership as provided in subsection (e) of Section 7.3 above. Any delinquent payment by an owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the Board determines.

**7.5 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT.** If a unit owner shall be in default in the payment of an installment upon a special assessment, the Board of Directors may accelerate the remaining installments of the special assessment upon notice to the unit owner, and the then unpaid balance of the special assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

**7.6 FIDELITY BONDS.** Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event in a principal sum of less than \$10,000.00 for each such officer or director. The premiums on such bonds shall be paid by the Association.

**7.7 AUDIT.** An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board.

**7.8 APPLICATION OF PAYMENT.** All assessment payments by a unit owner shall be applied as provided herein and in the Declaration for the Condominium.

**7.9 FINANCIAL REPORTS.** Within sixty (60) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following: (i) costs for security; (ii) professional and management fees and expenses; (iii) taxes; (iv) costs for recreation facilities; (v) expenses for refuse collection and utility services; (vi) expenses for lawn care; (vii) costs for building maintenance and repair; (viii) insurance costs; (ix) administrative and salary expenses; and (x) general reserves, maintenance reserves and depreciation reserves. With respect to subparagraph (x), and regardless of whether reserves have been waived for the period covered by the statement, the report shall set forth the following information:

(a) Each reserve account shall be identified, and each such account shall appear as a separate line item;

(b) As to each reserve account, the beginning balance and the amount of assessments collected and placed in that account during the period covered by the statement shall be shown;

(c) As to each reserve account, the amount expended or removed from that account shall be shown, including but not limited to, transfers to other Association accounts; and

(d) As to each reserve account, the balance in that account at the end of the period covered by the financial report shall be shown.

The annual report of actual receipts and expenditures as required by Section 718.111(13), Florida Statutes, shall show separately assessments and all other income received by the Association from the Developer and from all other unit owners.

**7.10 CERTIFICATIONS.** Within fifteen (15) days after request by a unit owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel. Any person other than the owner who relied upon such certificate shall be protected thereby.

## ARTICLE VIII.

### ROSTER OF UNIT OWNER AND MORTGAGEES

Each unit shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of

Units". A unit owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A unit owner who satisfies a mortgage covering a unit shall also notify the Association thereof and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a roster entitled "Mortgagees of Units".

**ARTICLE IX.**  
**PRELIMINARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the articles or these Bylaws.

**ARTICLE X.**  
**AMENDMENTS**

Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

10.1 **NOTICE.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.2 **ADOPTION.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the voting interests of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire voting interests of the membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association; or

(b) By not less than seventy-five percent (75%) of the votes of the entire voting interests of the membership of the Association.

10.3 No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators

of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw ... for present text". Non-material errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

#### 10.4 PROVISO.

(a) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of units without the consent of said Developer and mortgagees in each instance.

(b) Any amendment which would affect the surface water management system, including, but not limited to, drainage easements and the water management portions of the common elements, must have the prior approval of the governing water management district.

**10.5 EXECUTION AND RECORDING.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the president or vice-president and attested by the secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Dade County, Florida, provided, however, that no amendment shall be valid unless recorded with identification on the first page thereof of the book and page of the public records where the Declaration of Condominium for the Condominium operated by the Association is recorded.

### ARTICLE XI.

#### COMPLIANCE AND DEFAULT

**11.1 VIOLATIONS.** In the event of a violation (other than the non-payment of an assessment) by an owner of any of the provisions of the Declaration, Bylaws, or the Act, the Corporation, by direction of its Board, shall notify the owner of said breach by written notice, transmitted to the owner at his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Corporation shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws, or the Act, and the Corporation shall then, at its option, have the following elections:

(a) To commence an action in equity to enforce performance on the part of the owner; or

(b) To commence an action at law to recover its damage; or

(c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by a Court that the owner was in violation of any of the provisions of the above mentioned documents, the owner shall reimburse the Corporation for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Corporation to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Corporation immediately as an emergency matter. The cost thereof shall be charged to and paid by the owner.

Without limiting the generality of the foregoing, the Association may levy reasonable fines against a unit for the failure of the owner of unit or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable rules and regulations of the Association. No fines shall become a lien against the unit. No fine shall exceed Fifty Dollars (\$50.00) nor shall any fine be levied except after the giving of reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The requirement of the giving of reasonable notice and an opportunity for a hearing shall only be deemed satisfied provided that the party against whom the fine is sought to be levied shall receive notice of not less than fourteen (14) days and that such notice includes (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, Bylaws, or rules which have allegedly been violated; and (iii) a short and plain statement of the matter asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The foregoing provisions regarding fines shall not apply to unoccupied condominium units.

**11.2 VIOLATIONS (MONETARY).** In the event an owner of a Condominium parcel does not pay any sums, charges, or assessments (other than fines) required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the Condominium parcel created by non-payment of the

required monies in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid-in the Condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Board of Directors or manager acting on behalf of the Corporation or on its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Corporation against a Condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If the Corporation becomes the owner of a Condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the Condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Condominium parcel in question.

**11.3 NEGLIGENCE OR CARELESSNESS OF AN OWNER.** Each owner shall be liable for the expenses of any maintenance, repair or replacement necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to and paid by said owner.

**11.4 COSTS AND ATTORNEYS' FEES.** In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including appellate attorney's fees, as may be determined by the court.

11.5 **NO WAIVER OF RIGHTS.** The failure of the Corporation or an owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Corporation or owner to enforce such right, provision, covenant or condition in the future.

11.6 **ELECTION OF REMEDIES.** All rights, remedies, and privileges granted to the Corporation or an owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium documents.

11.7 **GENERALLY.** Each owner of a Condominium parcel, for himself, his heirs, successors and assigns, consents to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a Condominium parcel to give to the Corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of Condominium parcels, and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

#### **ARTICLE XII.** **OFFICIAL RECORDS**

From the inception of the Corporation, the Corporation shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Corporation:

(a) The plans, permits, warranties and other items required to be provided by the Developer pursuant to Section 718.301(4), Florida Statutes;

(b) A photocopy of the recorded Declaration of each condominium operated by the Association and all amendments thereto;

(c) A photocopy of the recorded Bylaws of the Association and all amendments thereto;

(d) A certified copy of the Articles of Incorporation of the Association and all amendments thereto;

(e) A copy of the current rules of the Association;

(f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of

all unit owners, which minutes shall be retained for a period of not less than seven (7) years;

(g) A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers;

(h) All current insurance policies of the Association;

(i) A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or unit owners have an obligation or responsibility;

(j) Bills of sale or transfer for all property owned by the Association;

(k) Accounting records for the Association and separate accounting records for each condominium that operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account and a monthly, bi-monthly or quarterly statement of the account for each unit designating the name of the unit owner, the due date and the amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits, reviews, accounting statements and financial reports of the Association or Condominium; and (iv) all contracts for work to be performed (bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year);

(l) Voting proxies which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given; and

(m) All rental records where the Association is acting as agent for the rental of condominium units.

The official records of the Association shall be maintained in the county in which the Condominium is located and shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records shall include the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

### **ARTICLE XIII.**

#### **INDEMNIFICATION**

Every director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement

thereof in which he may become involved, by reason of his being or having been director or officer of the Corporation. This indemnification shall apply whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such director or officer may be entitled.

#### ARTICLE XIV.

##### LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Corporation shall not relieve or release any former owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Corporation may have against such former owner and member, arising out of, or which is in any way connected with such ownership and membership.

#### ARTICLE XV.

##### LIMITATION OF LIABILITY

Notwithstanding the duty of the Corporation to maintain and repair parts of the property, the Corporation shall not be liable for injury or damage caused by latent condition in the property, nor for injury or damage caused by the elements, or other owners or persons.

#### ARTICLE XVI.

##### LIENS

16.1 PROTECTION OF PROPERTY. All liens against a unit, other than liens created by permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

16.2 NOTICE OF LIEN. An owner shall give notice to the Corporation of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

16.3 NOTICE OF SUIT. An owner shall give notice to the Corporation of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the owner receives the notice thereof.

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

16.5 PERMITTED MORTGAGE REGISTER. The Corporation shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the Corporation may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

**ARTICLE XVII.**

**SEAL**

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

**ARTICLE XVIII.**

**ARBITRATION**

In the event of internal disputes between Unit Owners, the Association, the Board of Directors, or their respective agents and assigns, arising from the operation of the Condominium, the parties of such disputes may elect to resolve such disputes by voluntarily entering into binding arbitration proceedings. In the event that all parties to the internal dispute voluntarily agree to resolve the same in such fashion, such proceedings shall be in accordance with the provisions of the Florida Arbitration Code. Nothing contained in this Article is intended to create a defense to any claim regarding such internal dispute and in a proceeding in a court of competent jurisdiction to which any person, Board, class or entity is a party.

**ARTICLE XIX.**

**CONSTRUCTION**

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine,

feminine or neuter, singular or plural, wherever the content so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

**ARTICLE XX.**

**CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

**ARTICLE XXI.**

**CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

APPROVED AND DECLARED AS THE BYLAWS OF GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC. THIS 20th DAY OF November, 1987.

By: James E. Clegg President

Attest: Jeanne Clegg Secretary

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030887

OFF REC 13490 PG 216

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
ARTICLES OF INCORPORATION FOR  
THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
\*\*\*\*\*

10118



Department of State

*I certify that the attached is a true and correct copy of the Articles  
of Incorporation of*

THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
*a corporation organized under the laws of the State of Florida,*  
*filed on November 20, 1987*

*The document number of this corporation is M23577*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
20th day of November 1987.

A handwritten signature in cursive ink that reads "Jim Smith".

Jim Smith

Secretary of State

CR2E022 (8-87)

CR2E040 (8-87)

OFF REC 13490 PG 218

FILED

JULY 20 1985 25

SUPERIOR COURT  
CLERK'S OFFICE  
FORT LAUDERDALE, FLORIDA

ARTICLES OF INCORPORATION

OF

THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.

N A M E

The name of this corporation is THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II.

P U R P O S E

The purpose for which this Association is organized is the operation and management of the Condominium which is to be or may be created upon lands located in Dade County, Florida, described in Exhibit "A" attached hereto (and such other lands as may pursuant to the Declaration be phased into the Condominium), and known as THE GABLES II TOWNHOMES, A CONDOMINIUM (the "Condominium").

The Association is to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations, contained in these Articles of Incorporation, and which may be contained in the Declaration of Condominium (the "Declaration"), both of which will be recorded among the Public Records of Dade County, Florida, encompassing the real property described above and the improvements thereon that are submitted to condominium ownership; and to own, maintain, manage, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary and convenient in the administration of the Condominium. All terms set forth in these Articles and defined in the Declaration for the Condominium shall have such meanings as are therein set forth.

ARTICLE III.

P O W E R S

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the Bylaws of the Association or Chapter 718, Florida Statutes ("the Act").

2. The Association shall have all the powers and duties granted to the Association by the Act. The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Public Records of Dade County, Florida. Without limiting the generality of the foregoing, the Association shall have power:

(a) To make and collect assessments, fees and other charges against members, as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, rent, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the condominium property, and for the health, comfort, safety and welfare of the Unit Owners.

(d) To approve or disapprove the transfer, mortgaging, ownership and possession of the Units as may be provided by the Declaration.

(e) To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or the Unit Owners as members of the Association.

(f) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by the Unit Owners.

(g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members as Unit Owners.

(h) To employ personnel to perform the service required for the proper operation of the Condominium.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4. The Association shall make no distribution of income to its members, directors or officers, except that it may pay reasonable salaries or compensation to such of its officers as it deems proper from time to time.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act.

ARTICLE IV.  
M E M B E R S

The qualification of members, the manner of their admission to membership and termination of such membership and voting by such members shall be as follows:

1. All Unit Owners shall be members of the Association.

2. Membership in the Association shall be established by recording in the Public Records of Dade County, Florida, an instrument or deed establishing a fee simple interest in a Condominium Parcel or evidencing a change of record title to a Condominium Parcel in the Condominium and the notification in writing to the Association of the recording information. The new record owner designated by such instrument thereby becomes a member of the Association if his purchase was in compliance with the Declaration of Condominium. The membership of the prior owner shall thereby terminate. The Developer, to the extent of its ownership of Condominium Parcels comprising the Condominium, is a member of the Association, holding memberships equal to the number of unsold parcels it holds in the Condominium.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Unit.

4. Members of the Association shall be entitled to one (1) vote for each Condominium Unit owned by such member. If the Unit is jointly owned by two or more persons (or by a corporation), the joint owners or the corporation, as the case may be, shall designate one person who shall exercise the right to vote permitted for each Unit so owned in the manner as provided in the Bylaws. Voting rights will be exercised in the manner provided by the Bylaws of the Association.

5. The Bylaws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE V.  
DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the Bylaws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association or owners of Units in the Condominium.

2. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners, Institutional Mortgagees or the Developer when such approval is specifically required.

3. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies in the Board of Directors shall be filled in the manner provided by the Bylaws.

4. The Developer of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the period described in the Bylaws.

5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jim Reynolds	100 N. Biscayne Blvd., #2111 Miami, Florida 33132
Jose Fernandez	100 N. Biscayne Blvd., #2111 Miami, Florida 33132
Gus Campano	100 N. Biscayne Blvd., #2111 Miami, Florida 33132

## ARTICLE VI.

O F F I C E R S

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at the first meeting following the annual meeting of the members of the association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
Jim Reynolds	100 N. Biscayne Blvd., #2111 Miami, Fla. 33132	President
Jose Fernandez	100 N. Biscayne Blvd., #2111 Miami, Fla. 33132	Secretary/ Treasurer
Gus Campano	100 N. Biscayne Blvd., #2111 Miami, Fla. 33132	Vice President/ Assistant Secretary

## ARTICLE VII.

I N D E M N I F I C A T I O N

1.. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgement, order, settlement, conviction or

upon a plea of nolo contendere or its equivalent shall not, of itself, create presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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

3. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent

of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII.

BY LAWS

The first Bylaws of the Association shall be those Bylaws appended to the Declaration of Condominium and may be altered, amended or rescinded in the manner provided by said Bylaws.

ARTICLE IX.

AMENDMENTS

1. Until such time as the Developer has completed and closed the sales of all of the condominium units in the Condominium for which this Association will operate, these Articles of Incorporation may be amended as to any of the particulars contained herein by the Developer, in its sole discretion, and in addition thereto, the proceedings of all meetings of the Association shall have no effect unless approved by the Developer as to the amendment of the condominium documents. This right is subject, however, to the provision that the Developer cannot make any substantial change in the purpose of the Association.

2. Subject to Section 1 of this Article, these Articles of Incorporation may also be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either a majority of the Board of Directors or by one-third (1/3rd) of the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of a majority of the votes of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3rds) of the members of the Board of Directors.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 3, 4, and 5 of

Article III, entitled "Powers" without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment.

ARTICLE X.

T E R M

The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XI.

I N C O R P O R A T O R

The name and residence of the Incorporator to these Articles of Incorporation is:

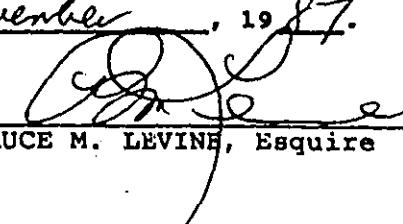
Bruce M. Levine, Esquire      4901 NW 17th Way  
Suite 504  
Ft. Lauderdale, FL 33309

ARTICLE XII.

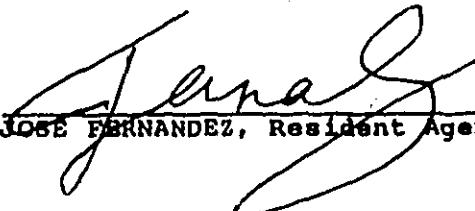
R E S I D E N T   A G E N T

The Resident Agent of the Association for purposes of accepting service of process shall be Jose Fernandez having offices at Suite 2111, 100 North Biscayne Boulevard, Miami, Florida 33132.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 1942 day of November, 1987.

  
BRUCE M. LEVINE, Esquire

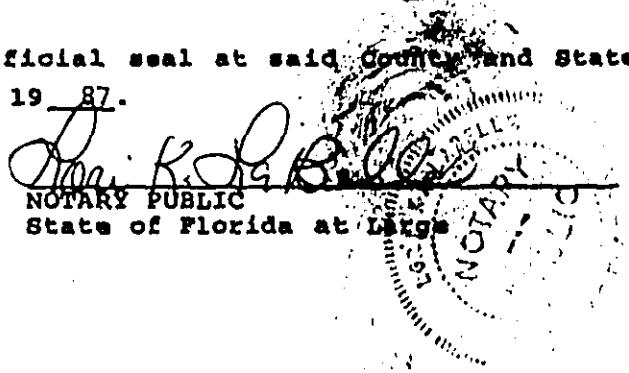
Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.

  
JOSE FERNANDEZ, Resident Agent

STATE OF FLORIDA )  
COUNTY OF Dade ) ISS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared Bruce M. Levine, Esquire to me known to be the Incorporator to the Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said Court and State this 19 day of November, 19 87.

  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Notary Public; State of Florida at Large  
My Commission Expires July 1, 1991  
Bonded thru Agent's Notary Brokerage

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030887

OFF REC 13490 PG 227

EXHIBIT "F" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
RULES AND REGULATIONS OF  
THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
\*\*\*\*\*

10118

## RULES AND REGULATIONS

OF

## THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

It is the purpose of the Association to maintain luxurious, but economically well-managed, condominium improvements and common elements and it is believed that these rules will aid in this purpose.

Your Board of Directors will welcome the assistance of all owners in the enforcement of these regulations. The below described rules and regulations are based upon the experiences gained from a number of condominium associations.

1. RULES AND REGULATIONS. These rules and regulations will be enforced as follows:

(a) Violations should be reported to the offices of THE GABLES II TOWNHOMES CONDOMINIUM ASSOCIATION, INC., in writing, and not to the Board of Directors or to officers of the Association.

(b) Violations will be called to the attention of the violating owner and the Board of Directors of the Association, or any committee created by the Association for receiving such complaints.

(c) Disagreements concerning violations will be presented to and judged by the Board of Directors which will thereafter take appropriate action.

(d) Owners are responsible for compliance by their guests and lessees with these rules and regulations.

2. FACILITIES. The facilities of the Condominium property are for the exclusive use of Association members and their immediate families, tenants, resident house guests, and guests accompanied by a member. Certain non-exclusively available facilities, including portions of parking and vehicular access road areas and planned recreational facilities, are governed by the provisions of the Master Declaration for Coral Lakes (the "Master Declaration") and under the jurisdiction of the Coral Lakes Master Association, Inc. (the "Master Association").

3. USE.

(a) No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, the lands subject to the Master Declaration, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(b) Each Unit Owner and Member shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

(c) No person shall use the Common Elements or any part thereof, or a Unit, or the lands subject to the Master Declaration, or any part thereof, in any manner contrary to or not sanctioned by these Rules and Regulations, or amendments thereto as may be from time to time adopted by the Board of Directors of the Association.

(d) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Units occupied by the Developer) without the prior written consent of the Association, which approval may be arbitrarily withheld. The Association shall possess additional authority to promulgate Rules and Regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.

(e) Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items.

4. PETS. There are no restrictions upon the keeping of pets as hereinafter defined within the condominium units, subject, however, to the following regulations. "Pets" as heretofore referred to means and refers to aquarium fish, dogs, cats or birds that weigh less than twenty-five (25) pounds. No other or larger pets are permitted except upon prior written approval of the Board of Directors and the Developer. No permitted pets shall be allowed to commit a nuisance upon the common elements or the Coral Lakes Complex. No pet shall be left unattended upon the balcony or terrace areas of the unit. No animals of any kind are permitted at any recreational areas or other lands designated as, or planned for designation as a class of Common Properties under the Master Declaration. Pets shall only be walked upon or about the common elements while controlled by a leash; otherwise, such pets shall be carried by the party supervising the same. Wastes deposited by such pets shall promptly be removed by the owner thereof.

#### 5. APPARATUS AND ALTERATIONS.

(a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.

(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, fences, loggia, balconies, terraces, patios, slabs, porches, or windows of a Unit except with the prior written

consent of the Board of Directors of the Association, and further, when approved, subject to the conditions designated and adopted by the Board of Directors. All screening, window and exterior glass door coverings and drape linings shall be approved in writing by the Association and in the colors specified by it.

(c) No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including, but not limited to, walls, screening, fencing and fence gates enclosing any patio, balcony, loggia, terrace, slab, porch, or painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennae or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearances of any portion of the buildings from that as originally provided without the prior written consent of the Association.

(d) Television, radios, musical instruments and other instrumentalities of sound reproduction or amplification must be used at such times as will provide a minimum disturbance to other Unit Owners.

(e) No garbage cans, supplies, milk bottles or other articles shall be placed in the pathways, halls, stairways, walkways, or parking areas and all garbage shall be properly bagged in plastic containers intended for such purposes and deposited in the facilities provided.

(f) No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit nor in any way allow any signs to be visible to the general public from within his Unit.

6. CHILDREN. Children shall not be permitted to play in the walks, parking areas, stairways, storage areas, pathways or corridors of the Condominium Property.

7. ASSOCIATION.

(a) No Unit Owner or occupant shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees on private business of such Unit Owner, or resident, such employees to be directed only by officers of the Association or the management personnel engaged by the Association.

(b) The use of all Common Elements shall be governed by these rules and regulations, as they may be amended from time to time by the Association, and shall be governed by such other Rules and Regulations as may be posted from time to time in or about such Common Elements by the Association.

(c) The Association, through its officers or designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the

event of emergency, such as fire, leakage, etc. No Unit Owner or occupant shall alter any lock or install a new lock in any door of his premises without the written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit.

8. PARKING.

(a) Guests should park their motor vehicles only in unassigned parking spaces or on the streets available for such usage. No recreational vehicles, motorcycles, motorbikes, boats or boat trailers, or trucks shall use any parking area except for purposes of making deliveries.

(b) No vehicles in an inoperable condition shall be parked or stored in any parking area. No repairs or cleaning of any vehicle shall be performed in any parking area except on occasion of emergency or unanticipated breakdown.

(c) No parking area or any other part of the Condominium Property shall be used as a storage area for any boat, recreational vehicle, camper, trailer, truck or other item, except a motor vehicle as noted above in daily operation, without the express written consent of the Association.

(d) All parking and the operation of vehicles upon portions of the Coral Lakes Complex designated, or planned for designation as a class of Common Properties available for Unit Owners of this Condominium shall be in strict accordance with the provisions of the Master Declaration and such rules as may from time to time be established by the Master Association.

9. PLUMBING. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them.

10. RESPONSIBILITY FOR DELIVERIES. Unit owners shall be liable for damages to the condominium property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective condominium units.

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

12. OPEN DOORS. No occupant shall allow the front entrance door to his or her condominium unit to remain open for any purpose other than immediate ingress and egress.

13. FOOD AND BEVERAGES. Food and beverages may only be consumed in common facilities improved for such purposes, unless specifically authorized in writing by at least one of the officers of the Association.

14. HURRICANE PREPARATIONS. Each occupant who plans to be absent from his condominium unit during any portion of the hurricane season must prepare such condominium unit prior to departure by:

(a) Removing all furniture, plants and other personality from his unit's courtyard, patio and balcony.

(b) Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage. Each occupant shall furnish to the secretary of the Association the name of such firm or individual.

15. ODORS. No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to other owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

16. STORM SHUTTERS. Any unit owner or occupant desirous of installing storm shutters must have the same approved by the Association, prior to installation thereof, with regard to type, style, size, material and color of said storm shutters.

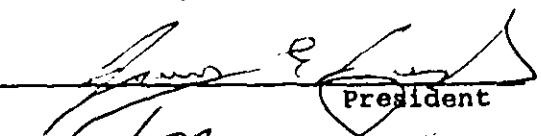
17. COMPLIANCE BY UNIT OWNERS. Unit owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations which may from time to time be adopted by the Board of Directors. Failure of a unit owner or occupant to comply with the foregoing shall subject same to legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof.

18. COMPLIANCE BY DEVELOPER. Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors or to units owned by the Developer.

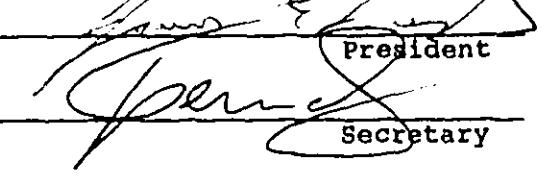
19. RELIEF. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more unit owners under the particular circumstances involved from the provisions of specific restrictions contained in the rules and regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.

THE GABLES II TOWNHOMES CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_

  
President

Attest: \_\_\_\_\_

  
Secretary

10119  
030887

OFF REC 13490 FG 233

EXHIBIT "G" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
LEGAL DESCRIPTION OF CORAL LAKES COMPLEX LANDS  
\*\*\*\*\*

10118

E. R. Brownell & Associates, Inc.  
Engineers - Land Surveyors

LEGAL DESCRIPTION FOR CORAL LAKES COMPLEX  
IS NORTH PARCEL TOGETHER WITH SOUTH PARCEL

3152 Coral Way  
Miami, Florida 33185

November 7, 1985

LEGAL DESCRIPTION  
NORTH PARCEL

Commence at the Northwest corner of Section 3, Township 54 South, Range 40 East, Dade County, Florida; thence North 89°49'39" East along the North line of said Section 3, for 40.00 feet to a point; thence run South 00°34'49" East along a line 40.00 feet East of and parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 3, for a distance of 65.18 feet to the Point of Beginning; thence continue South 00°34'49" East along a line 40.00 feet East of and parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 3, for a distance of 1085.10 feet to a point of curvature of a circular curve concave to the Northeast, having a radius of 25.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence run North 89°25'11" East along the proposed Northerly right-of-way line of Flagler Park Boulevard for a distance of 335.00 feet to a point of curvature of a circular curve concave to the South, having a radius of 434.68 feet; thence run Easterly along the proposed Northerly right-of-way line of Flagler Park Boulevard and along the arc of said curve through a central angle of 32°34'49" for an arc distance of 247.17 feet to a point of tangency; thence run South 58°00'00" East along the proposed Northerly right-of-way line of Flagler Park Boulevard for a distance of 782.85 feet to a point; thence run North 32°00'00" East for a distance of 390.17 feet to a point; thence run North 61°15'20" West for a distance of 43.43 feet to a point; thence run North 00°10'21" West for a distance of 320.00 feet to a point; thence run South 89°49'39" West for a distance of 510.00 feet to a point; thence run North 00°10'21" West for a distance of 945.00 feet to a point on a line 40 feet South of and parallel with the North line of the Northwest  $\frac{1}{4}$  of said Section 3; thence run South 89°49'39" West along a line 40.00 feet South of and parallel with the North line of the Northwest  $\frac{1}{4}$  of said Section 3, for a distance of 899.82 feet to a point of curvature of a circular curve concave to the Southeast, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 90°24'28" for an arc distance of 39.45 feet to a point of tangency with a line 40.00 feet East of and parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 3, said point of tangency being the Point of Beginning; containing 31.844 Acres, more or less.

TOGETHER WITH SOUTH PARCEL TO WIT:

*E. R. Brownell & Associates, Inc.*  
*Engineers - Land Surveyors*

*3152 Canal Way  
Miami, Florida 33145*

November 7, 1985

LEGAL DESCRIPTION  
SOUTH PARCEL

Commence at the Northwest corner of Section 3, Township 54 South, Range 40 East, Dade County, Florida; thence North  $89^{\circ}49'39''$  East along the North line of said Section 3, for 40.00 feet to a point; thence run South  $00^{\circ}34'49''$  East along a line 40.00 feet East of and parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 3, for a distance of 1310.28 feet to the Point of Beginning; thence continue South  $00^{\circ}34'49''$  East along a line parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 3, for a distance of 1185.70 feet to a point on a line 65.00 feet North of and parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 3; thence due East along a line 65.00 feet North of and parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 3, for a distance of 1238.19 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve through a central angle of  $90^{\circ}00'00''$  for an arc distance of 39.27 feet to a point of compound curvature of a circular curve concave to the Southwest having a radius of 360.00 feet; thence Northwesterly along the proposed Westerly right-of-way line of N.W. 84 Avenue and along the arc of said curve, through a central angle of  $29^{\circ}30'00''$  for an arc distance of 185.35 feet to a point of tangency; thence run North  $29^{\circ}30'00''$  West along the proposed Westerly right-of-way line of N.W. 84 Avenue for a distance of 205.80 feet to a point of curvature of a circular curve concave to the East having a radius of 310.00 feet; thence Northerly along the proposed Westerly right-of-way line of N.W. 84 Avenue and along the arc of said curve through a central angle of  $61^{\circ}30'00''$  for an arc distance of 332.75 feet to a point of tangency; thence run North  $32^{\circ}00'00''$  East along the proposed Westerly right-of-way line of N.W. 84 Avenue for a distance of 83.30 feet to a point of curvature of a circular curve concave to the West having a radius of 25.00 feet; thence run Northerly along the arc of said curve through a central angle of  $90^{\circ}00'00''$  for an arc distance of 39.27 feet to a point of tangency; thence run North  $58^{\circ}00'00''$  West along the proposed Southerly right-of-way line of Flagler Park Boulevard for a distance of 627.64 feet to a point of curvature with a circular curve concave to the South, having a radius of 515.32 feet; thence run Westerly along the proposed Southerly right-of-way line of Flagler Park Boulevard and along the arc of said curve through a central angle of  $32^{\circ}34'49''$  for an arc distance of 293.03 feet to

LEGAL DESCRIPTION - SOUTH PARCEL

November 7, 1985

Page 2

a point of tangency; thence run South  $89^{\circ}25'11''$  West along the proposed Southerly right-of-way line of Flagler Park Boulevard for a distance of 335.00 feet to a point of curvature of a circular curve concava to the Southeast having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve through a central angle of  $90^{\circ}00'00''$  for an arc distance of 39.27 feet to a point of tangency with a line 40 feet East of and parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 3; said point of tangency being the Point of Beginning; containing 29.230 Acres, more or less.

OFF REC 13490 PG 237

EXHIBIT "H" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
FORM OF MAINTENANCE GUARANTEE  
\*\*\*\*\*

10118

## THE GABLES II TOWNHOMES, A CONDOMINIUM

MAINTENANCE GUARANTEE

In accordance with Section 718.116(8)(b), Florida Statutes, INTERDEVCO PROPERTIES, INC., a Florida corporation, acting as the Developer (hereinafter referred to as the "Developer"), of THE GABLES II TOWNHOMES, A CONDOMINIUM (hereinafter referred to as the "Condominium") pursuant to agreement with 1st Nationwide Network Mortgage Company, a California corporation, the record title interest holder of the lands of the Condominium, does hereby guarantee to each of the Unit Owners in the Condominium that the assessment for Common Expenses of the Association in respect to the Units of the Condominium shall not be increased in excess of the following:

	<u>Phase I</u> <u>58 Units</u>		<u>Phases I &amp; II</u> <u>106 Units</u>	
	<u>Monthly</u>	<u>Annual</u>	<u>Monthly</u>	<u>Annual</u>
Models A; AR			\$ 44.03	\$ 528.36
Models B; BR	\$ 55.30	\$ 663.60	\$ 54.37	\$ 652.44
Models C; CR			\$ 68.84	\$ 826.08
Models D; DR	\$ 57.77	\$ 693.24	\$ 56.80	\$ 681.60
Models E; ER			\$ 69.13	\$ 829.56

This type of Guarantee shall be in full force and effect for a term commencing on the date of recordation of the Declaration of Condominium for the Condominium and ending on the earlier of (i) a date two years thereafter; or (ii) the date of turnover of control of the Association (the "Guarantee Period"). Assessments per dwelling unit required to be paid pursuant to the Master Declaration are not guaranteed and such sums must be paid in addition to the guaranteed assessments set forth above.

The Developer does hereby obligate itself to pay any amount of Common Expenses for the Association incurred during the Guarantee Period that are not produced by assessments at the guaranteed level above receivable from all Unit Owners other than the Developer.

INTERDEVCO PROPERTIES, INC.,  
a Florida corporation

(Developer)

By: \_\_\_\_\_

10117  
030987

OFF REC 13490 PG 239

EXHIBIT "I" TO DECLARATION OF CONDOMINIUM

FOR

THE GABLES II TOWNHOMES, A CONDOMINIUM

\*\*\*\*\*  
PLOT PLAN, SURVEY AND GRAPHIC  
DESCRIPTION FOR PHASE II LANDS  
\*\*\*\*\*

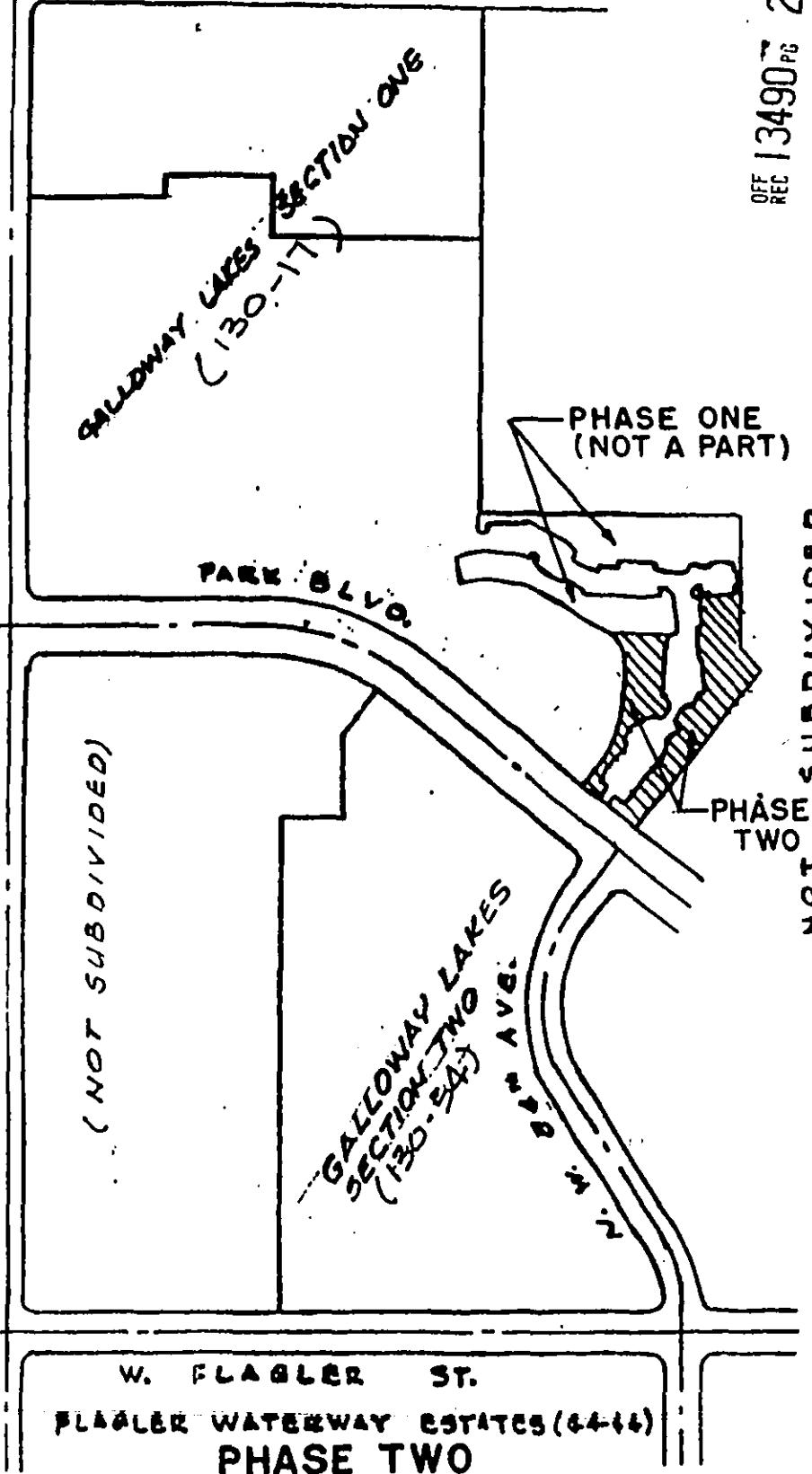
10118

WEST MIAMI ESTATES (47-81)

N.W. 7<sup>th</sup> ST.

FOUNTAINBLEAU PARK SUB. (SEC. 8-94-1)  
N.W. 87<sup>th</sup> AVE.

THE PECNWOODS SUB. (97-81)



W. FLAGLER ST.  
FLAGLER WATERWAY ESTATES (44-66)  
**PHASE TWO**

EXHIBIT "H", PAGE 1  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM

THIS DAY OF 1986

THE GABLES II TOWNHOMES,  
A CONDOMINIUM

PREPARED BY:

E.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
3152 CORAL WAY, MIAMI, FL 33148

## EXHIBIT "H", PAGE 2

REAL PROPERTY BEING SUBMITTED TO  
CONDOMINIUM OWNERSHIPTHE GABLES II TOWNHOMES  
A CONDOMINIUM  
PHASE TWO

Begin at the Southeast corner of Tract "A", GALLOWAY LAKES SECTION ONE, according to the plat thereof recorded in Plat Book 130 at Page 17 of the Public Records of Dade County, Florida; thence North 32°00'00" East for a distance of 390.17 feet; thence North 61°15'20" West for a distance of 43.43 feet; thence North 00°10'21" West for a distance of 194.00 feet; (the last three courses being coincident with the East line of said Tract "A"); thence leaving said East line South 89°49'39" West for a distance of 5.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears South 44°49'39" West to its point of tangency; thence South 00°10'21" East for a distance of 14.00 feet; thence South 89°49'39" West for a distance of 54.00 feet; thence North 00°10'21" West for a distance of 4.00 feet; thence South 89°49'39" West for a distance of 22.50 feet; thence North 00°10'21" West for a distance of 9.50 feet to a point of curvature; thence along a curve to the left having a radius of 5.50 feet, a central angle of 90°00'00", an arc length of 8.64 feet, and a chord which bears North 45°10'21" West to a point of compound curvature; thence along a curve to the left having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord which bears South 44°49'39" West to its point of tangency; thence South 00°10'21" East for a distance of 11.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears South 45°10'21" East to its point of tangency; thence North 89°49'39" East for a distance of 14.00 feet; thence South 00°10'21" East for a distance of 54.00 feet; thence South 89°49'39" West for a distance of 4.00 feet; thence South 00°10'21" East for a distance of 40.00 feet; thence North 89°49'39" East for a distance of 4.00 feet; thence South 00°10'21" East for a distance of 63.00 feet; thence South 89°49'39" West for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears South 44°49'39" West to its point of tangency; thence South 00°10'21" East for a distance of 5.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet, and a chord which bears South 45°10'21" East to its point of tangency; thence North 89°49'39" East for a distance of 14.00 feet; thence South 00°10'21" East for a distance of 10.26 feet to a point of curvature; thence along a curve to the right having a radius of 181.00 feet, a central angle of 12°17'12", an arc length of 38.81 feet, and a chord which bears South 05°58'15" West to a point on a line; thence North 77°53'09" West for a distance of 4.00 feet to a point on a curve; thence

EXHIBIT "H", PAGE 3

THE GABLES II TOWNHOMES, A CONDOMINIUM - PHASE TWO

along a curve to the right having a radius of 177.00 feet, a central angle of  $12^{\circ}22'43''$ , an arc length of 38.24 feet, and a chord which bears South  $18^{\circ}18'12''$  West to a point on a line; thence North  $65^{\circ}30'26''$  West for a distance of 10.07 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $88^{\circ}17'03''$ , an arc length of 7.70 feet, and a chord which bears South  $70^{\circ}21'02''$  West to a point of reverse curvature; thence along a curve to the right having a radius of 162.00 feet, a central angle of  $12^{\circ}36'10''$ , an arc length of 35.63 feet, and a chord which bears South  $32^{\circ}30'35''$  West to a point of reverse curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $88^{\circ}17'03''$ , an arc length of 7.70 feet, and a chord which bears South  $05^{\circ}19'52''$  East to its point of tangency; thence South  $49^{\circ}28'23''$  East for a distance of 10.07 feet to a point on a curve; thence along a curve to the right having a radius of 177.00 feet, a central angle of  $01^{\circ}42'33''$ , an arc length of 5.28 feet, and a chord which bears South  $41^{\circ}22'53''$  West to a point of reverse curvature; thence along a curve to the left having a radius of 123.00 feet, a central angle of  $10^{\circ}14'10''$ , an arc length of 21.97 feet, and a chord which bears South  $37^{\circ}07'06''$  West to its point of tangency; thence South  $32^{\circ}00'00''$  West for a distance of 2.75 feet; thence South  $58^{\circ}00'00''$  East for a distance of 4.00 feet; thence South  $32^{\circ}00'00''$  West for a distance of 154.00 feet; thence North  $58^{\circ}00'00''$  West for a distance of 14.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears South  $77^{\circ}00'00''$  West to its point of tangency; thence South  $32^{\circ}00'00''$  West for a distance of 20.00 feet to a point on the Southerly line of said Tract "A"; thence South  $58^{\circ}00'00''$  East along the Southerly line of said Tract "A", for a distance of 102.00 feet to the Point of Beginning; containing 1.145 Acres, more or less;

AND;

Commence at the Southeast corner of Tract "A", GALLOWAY LAKES SECTION ONE, according to the plat thereof recorded in Plat Book 130 at Page 17 of the Public Records of Dade County, Florida; thence North  $32^{\circ}00'00''$  East for a distance of 390.17 feet; thence North  $61^{\circ}15'20''$  West for a distance of 43.43 feet; thence North  $00^{\circ}10'21''$  West for a distance of 194.00 feet (the last three courses being coincident with the East line of said Tract "A"); thence leaving said East line South  $89^{\circ}49'39''$  West for a distance of 126.00 feet; thence South  $00^{\circ}10'21''$  East for a distance of 92.26 feet; thence South  $89^{\circ}49'39''$  West for a distance of 19.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue South  $89^{\circ}49'39''$  West for a distance of 169.53 feet; thence South  $60^{\circ}00'00''$  East for a distance of 66.69 feet to a point of curve; thence along a curve to the right having a radius of 50.00 feet, a central angle of  $59^{\circ}49'39''$ , an arc length of 52.21 feet, and a chord which bears South  $30^{\circ}05'11''$  East to its point of tangency;

EXHIBIT "H", PAGE 4

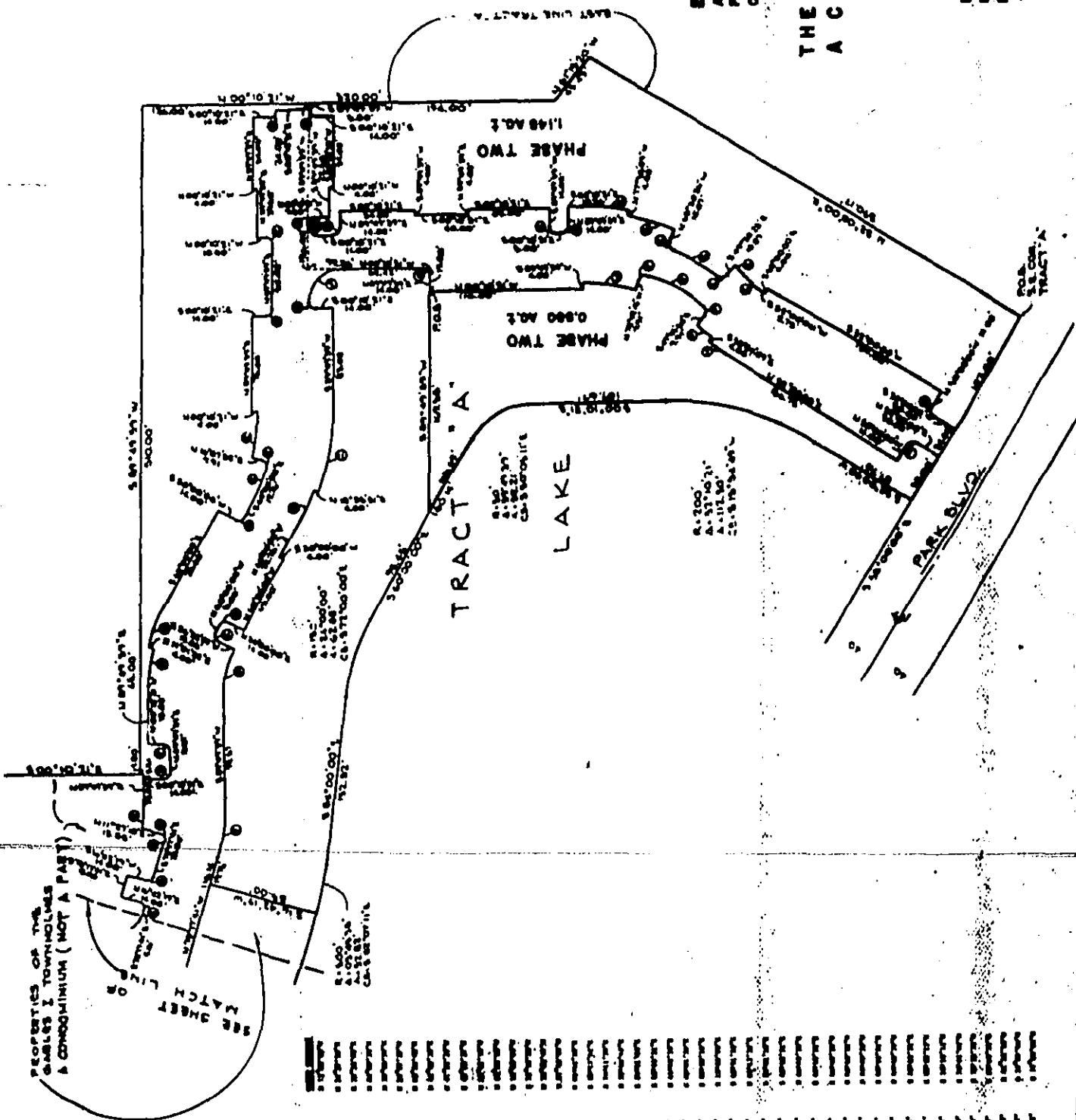
THE CABLES II TOWNHOMES, A CONDOMINIUM - PHASE TWO

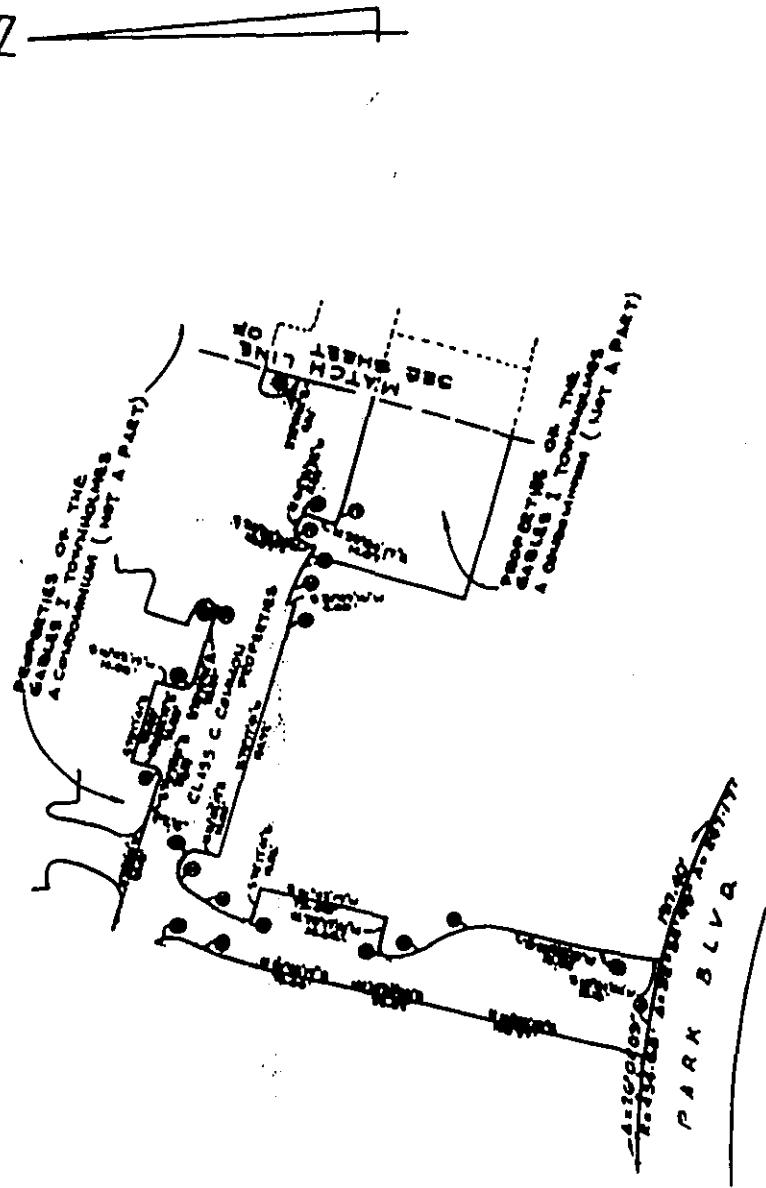
thence South  $00^{\circ}10'21''$  East for a distance of 107.67 feet to a point of curve; thence along a curve to the right having a radius of 200.00 feet, a central angle of  $32^{\circ}10'21''$ , an arc length of 112.30 feet, and a chord which bears South  $15^{\circ}54'49''$  West to its point of tangency; thence South  $32^{\circ}00'00''$  West for a distance of 87.70 feet to a point on the Southerly line of said Tract "A"; thence South  $58^{\circ}00'00''$  East along the Southerly line of said Tract "A", for a distance of 39.00 feet, thence North  $32^{\circ}00'00''$  East for a distance of 20.00 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $90^{\circ}00'00''$ , an arc length of 7.85 feet, and a chord which bears North  $13^{\circ}00'00''$  West to its point of tangency; thence North  $58^{\circ}00'00''$  West for a distance of 14.00 feet; thence North  $32^{\circ}00'00''$  East for a distance of 156.75 feet to a point of curvature; thence along a curve to the right having a radius of 181.00 feet, a central angle of  $04^{\circ}55'51''$ , an arc length of 15.58 feet, and a chord which bears North  $34^{\circ}27'56''$  East to a point on a line; thence South  $53^{\circ}04'09''$  East for a distance of 4.00 feet to a point on a curve; thence along a curve to the right having a radius of 177.00 feet, a central angle of  $05^{\circ}18'19''$ , an arc length of 16.39 feet, and a chord which bears North  $39^{\circ}35'00''$  East to a point on a line; thence South  $47^{\circ}45'50''$  East for a distance of 9.91 feet to a point of curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $92^{\circ}09'16''$ , an arc length of 8.04 feet, and a chord which bears North  $86^{\circ}09'32''$  East to a point of compound curvature; thence along a curve to the left having a radius of 138.00 feet, a central angle of  $20^{\circ}37'52''$ , an arc length of 49.69 feet, and a chord which bears North  $29^{\circ}45'57''$  East to a point of compound curvature; thence along a curve to the left having a radius of 5.00 feet, a central angle of  $92^{\circ}09'16''$ , an arc length of 8.04 feet, and a chord which bears North  $26^{\circ}37'37''$  West to its point of tangency; thence North  $72^{\circ}42'15''$  West for a distance of 9.91 feet to a point on a curve; thence along a curve to the left having a radius of 123.00 feet, a central angle of  $17^{\circ}28'06''$ , an arc length of 37.50 feet, and a chord which bears North  $08^{\circ}33'42''$  East to a point on a line; thence South  $89^{\circ}49'39''$  West for a distance of 4.00 feet; thence North  $00^{\circ}10'21''$  West for a distance of 116.00 feet to the Point of Beginning, containing 0.580 Acres, more or less.

PHASE TWO

EXHIBIT "H", PAGE 5  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM  
THIS DAY OF 1987  
**THE SABLES II TOWNHOMES,  
A CONDOMINIUM**

PREPARED BY:  
F.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
116 CORAL WAY MIAMI, FL 33189





PHASE TWO

EXHIBIT "H", PAGE 6  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM

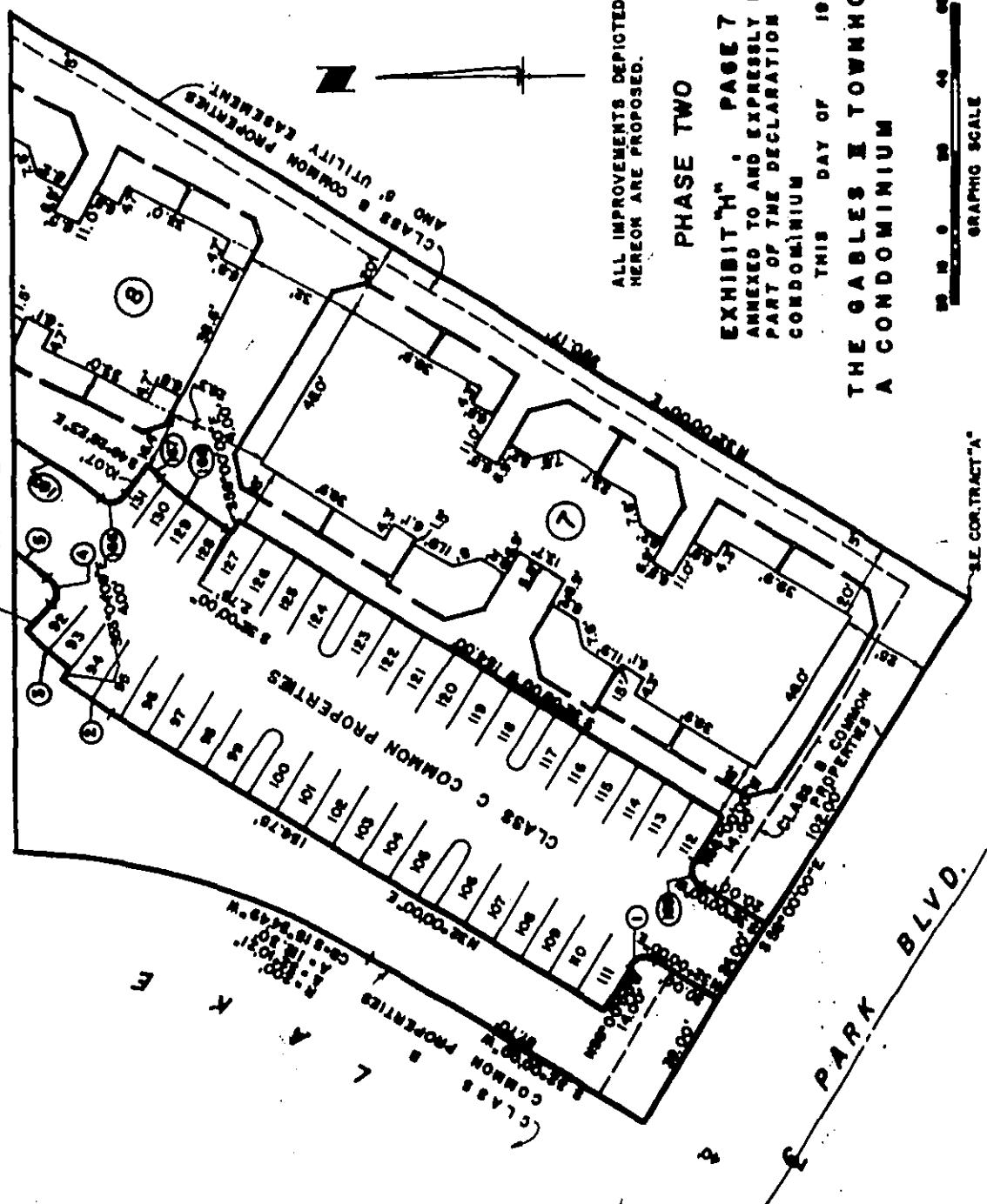
THIS DAY OF 1987

THE CABLES II TOWNHOMES,  
A CONDOMINIUM

PREPARED BY:

E.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS-CONSULTING  
ENGINEERS  
212 CORAL WAY MIAMI, FL 33146

547-45-507 MATCH LINE SEE SHEET OF 9.9f/7



ALL IMPROVEMENTS DEPICTED  
HEREON ARE PROPOSED.

PHASE TWO

**EXHIBIT "H" PAGE 7**  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM

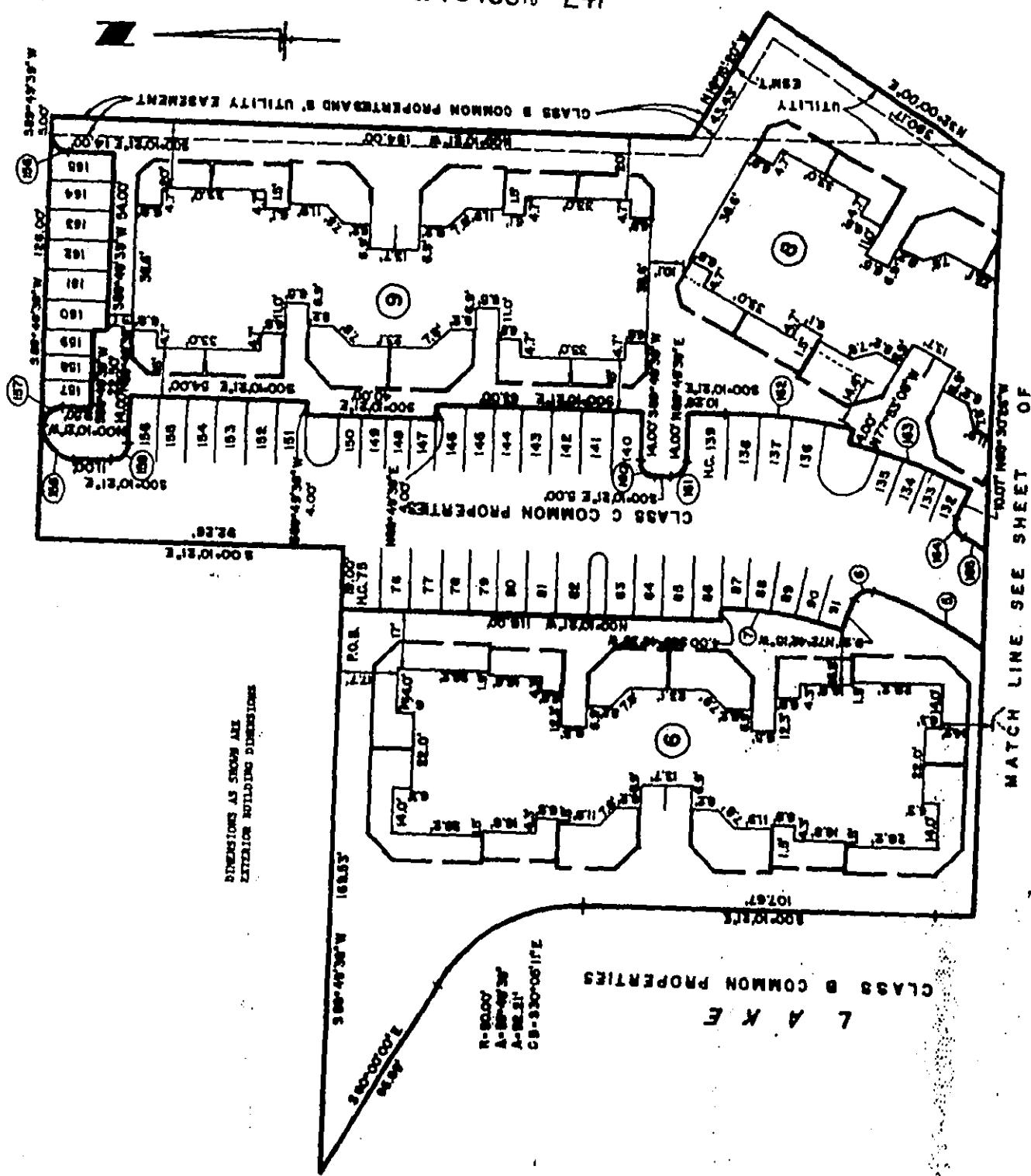
TYMEIS DAY OR 1007

# THE GABLES II TOWNHOMES, A CONDOMINIUM

### GRAPHIC SCALE

**PREPARED BY:**  
**E. R. BROWNELL AND ASSOC., INC.**  
**LAND SURVEYORS - CONSULTING**  
**ENGINEERS**  
**2102 CORAL WAY MIAMI, FL 33146**

ESTATE PLANNING



CENTRAL AMERICA	LATITUDE	EQUATORIAL	
		WINDS	WAVES
3	130° 50' S.	10 37 35"	49 46"
4	128 " "	92 09 15"	50 46"
5	123 40"	177 29 45"	37 56"
6	116 "	106 00 00"	7 63"
7	113 " "	104 00 00"	8 64"
8	110 50' S.	102 00 00"	12 71"
9	108 50' S.	100 00 00"	7 63"
10	106 50' S.	98 00 00"	8 64"
11	104 50' S.	96 00 00"	7 63"
12	102 50' S.	94 00 00"	7 63"
13	100 50' S.	92 00 00"	7 63"
14	98 50' S.	90 00 00"	7 63"
15	96 50' S.	88 00 00"	7 63"
16	94 50' S.	86 00 00"	7 63"
17	92 50' S.	84 00 00"	7 63"
18	90 50' S.	82 00 00"	7 63"
19	88 50' S.	80 00 00"	7 63"
20	86 50' S.	78 00 00"	7 63"
21	84 50' S.	76 00 00"	7 63"
22	82 50' S.	74 00 00"	7 63"
23	80 50' S.	72 00 00"	7 63"
24	78 50' S.	70 00 00"	7 63"
25	76 50' S.	68 00 00"	7 63"
26	74 50' S.	66 00 00"	7 63"
27	72 50' S.	64 00 00"	7 63"
28	70 50' S.	62 00 00"	7 63"
29	68 50' S.	60 00 00"	7 63"
30	66 50' S.	58 00 00"	7 63"
31	64 50' S.	56 00 00"	7 63"
32	62 50' S.	54 00 00"	7 63"
33	60 50' S.	52 00 00"	7 63"
34	58 50' S.	50 00 00"	7 63"
35	56 50' S.	48 00 00"	7 63"
36	54 50' S.	46 00 00"	7 63"
37	52 50' S.	44 00 00"	7 63"
38	50 50' S.	42 00 00"	7 63"
39	48 50' S.	40 00 00"	7 63"
40	46 50' S.	38 00 00"	7 63"
41	44 50' S.	36 00 00"	7 63"
42	42 50' S.	34 00 00"	7 63"
43	40 50' S.	32 00 00"	7 63"
44	38 50' S.	30 00 00"	7 63"
45	36 50' S.	28 00 00"	7 63"
46	34 50' S.	26 00 00"	7 63"
47	32 50' S.	24 00 00"	7 63"
48	30 50' S.	22 00 00"	7 63"
49	28 50' S.	20 00 00"	7 63"
50	26 50' S.	18 00 00"	7 63"
51	24 50' S.	16 00 00"	7 63"
52	22 50' S.	14 00 00"	7 63"
53	20 50' S.	12 00 00"	7 63"
54	18 50' S.	10 00 00"	7 63"
55	16 50' S.	8 00 00"	7 63"
56	14 50' S.	6 00 00"	7 63"
57	12 50' S.	4 00 00"	7 63"
58	10 50' S.	2 00 00"	7 63"
59	8 50' S.	0 00 00"	7 63"

ALL IMPROVEMENTS DIRECTED  
THEREON ARE PROTECTED

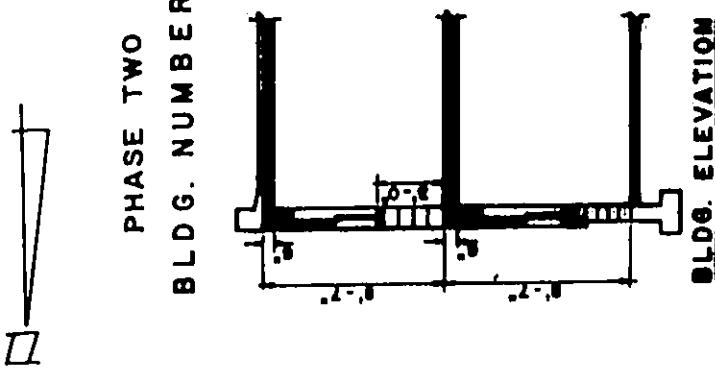
PHASE TWO

**EXHIBIT "H"**, **PAGE 8**  
AFFIXED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
CONDOMINIUM  
THIS DAY OF **1987**  
**CONDO SABLES II TOWNHOMES**

**THE SABLES II TOWNHOMES,  
A CONDOMINIUM**

SHADING SCALE

**PREPARED BY:**  
**E.R. BROWNELL AND ASSOCIATES**  
**LAND SURVEYORS - CONSTRUCTION**  
**ENGINEERS**  
**BIGE CORAL WAY**

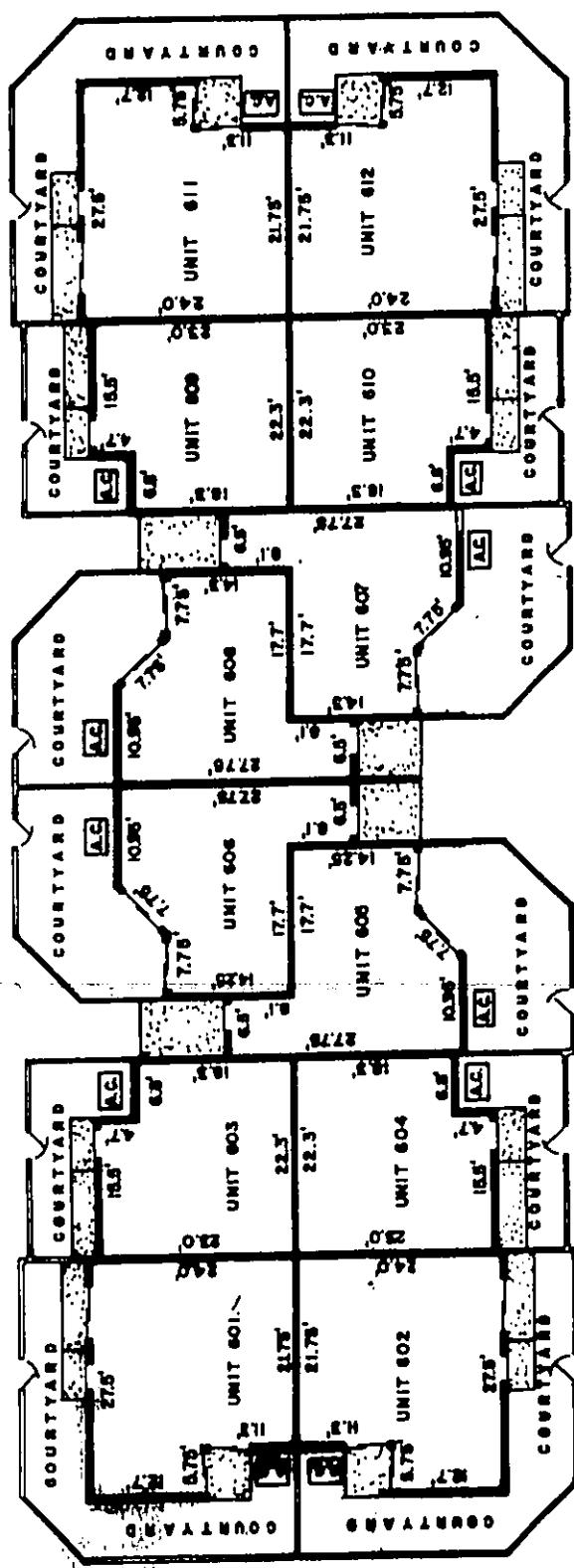
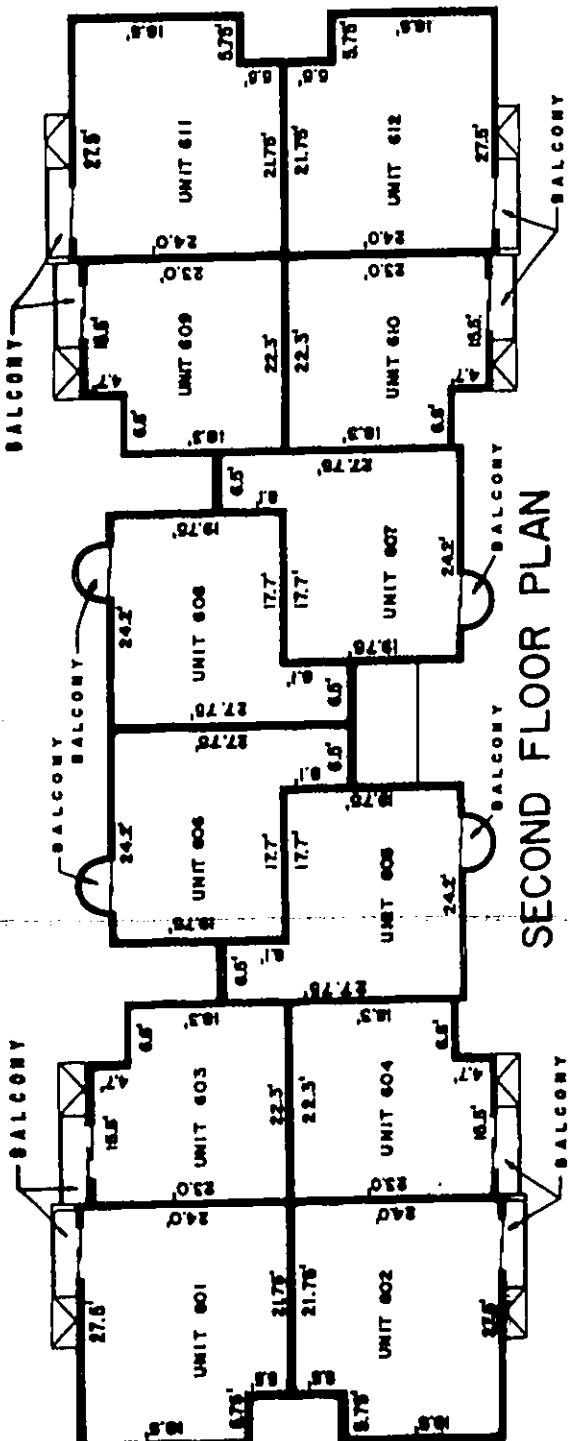
PHASE TWO  
BLDG. NUMBER 6

BLDG. ELEVATION

**EXHIBIT "H". PAGE 9**  
 ANNEXED TO AND EXPRESSLY MADE A  
 PART OF THE DECLARATION OF  
 CONDOMINIUM  
 THIS DAY OF 1986  
**THE CABLES II TOWNHOMES,**  
**A CONDOMINIUM**

PREPARED BY:

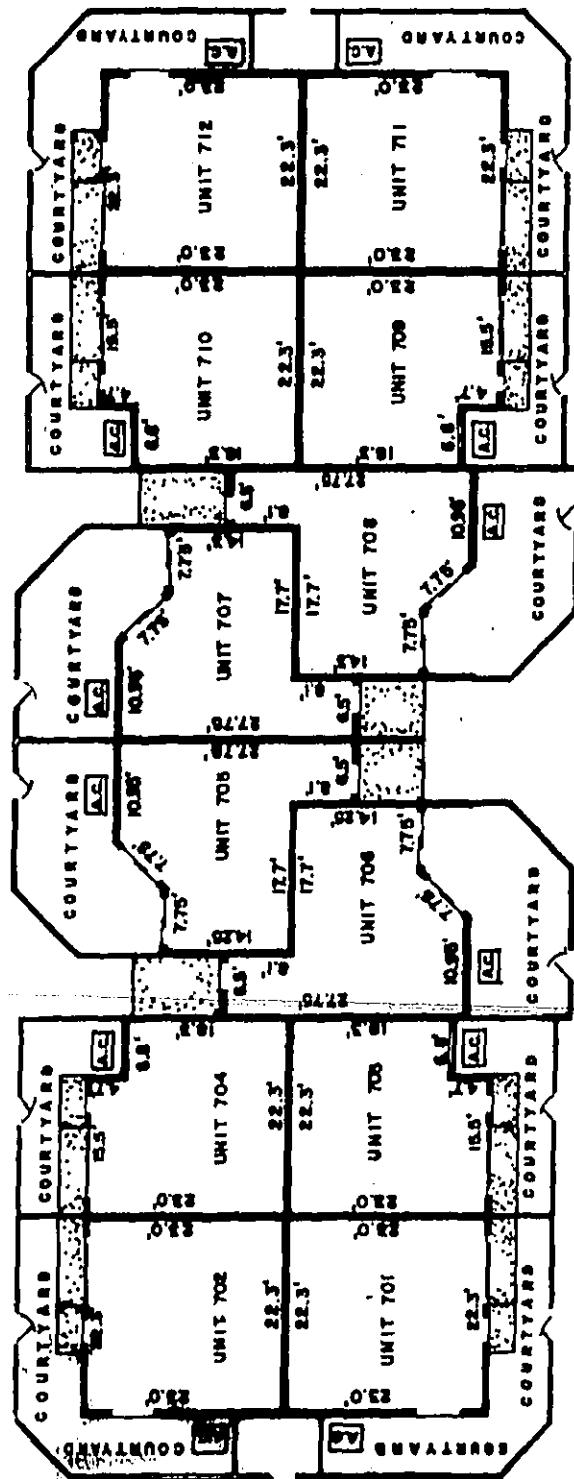
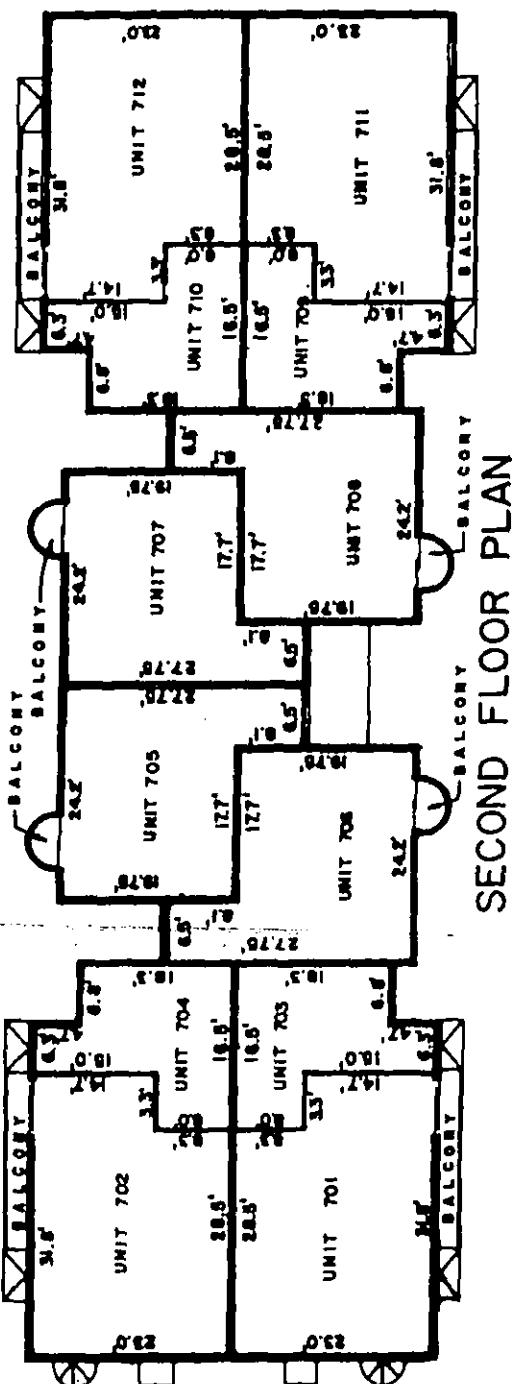
E.R. BROWNELL AND ASSOC., INC.  
 LAND SURVEYORS - CONSULTING  
 ENGINEERS  
 3182 CORAL WAY MIAMI, FL 33148  
 LSC-1025



ALL IMPROVEMENTS DEPICTED  
 HEREON ARE PROPOSED  
 DIMENSIONS AS SHOWN ARE TO THE UNFINISHED INTERIOR  
 WALLS OF THE UNIT  
 A.C. SLABS, COURTYARDS AND BALCONIES ARE LIMITED  
 CONSTRUCTION ELEMENTS

**GRAPHIC SCALE**

PHASE TWO  
BLDG. NUMBER 7



**EXHIBIT "H"**, PAGE 10  
ATTACHED TO AND EXPRESSLY MADE A  
PART OF THE DECLARATION OF  
COMMONS  
THIS DAY OF 1981  
**THE CABLES II TOWNHOMES,  
A CONDOMINIUM**

PREPARED BY:

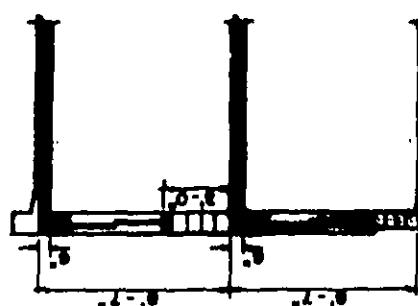
E.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS - CONSULTING  
ENGINEERS  
8125 CORAL WAY MIAMI, FL 33148  
LSC-1025

ALL IMPROVEMENTS DEPICTED  
HEREON ARE PROPOSED  
DIMENSIONS AS SHOWN ARE TO THE UNPUBLISHED INTERIOR  
WALLS OF THE BUILDING  
A.C. SLABS, COURTYARDS AND BALCONIES ARE UNLISTED  
COMING PROPERTY

GRAPHIC SCALE

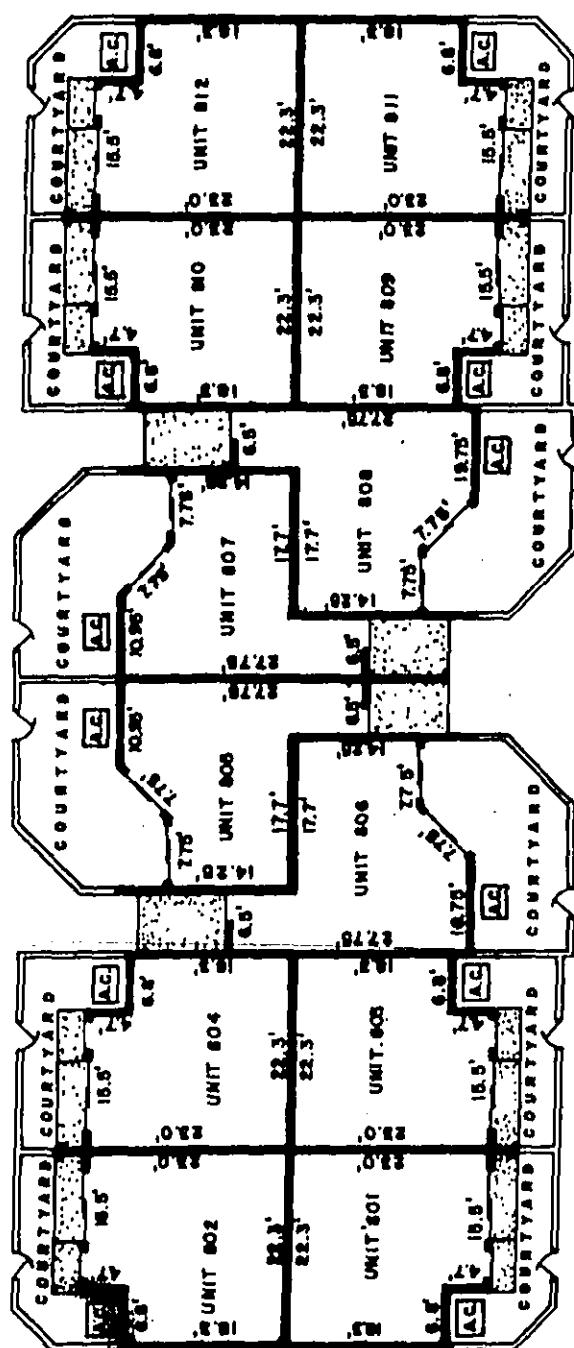
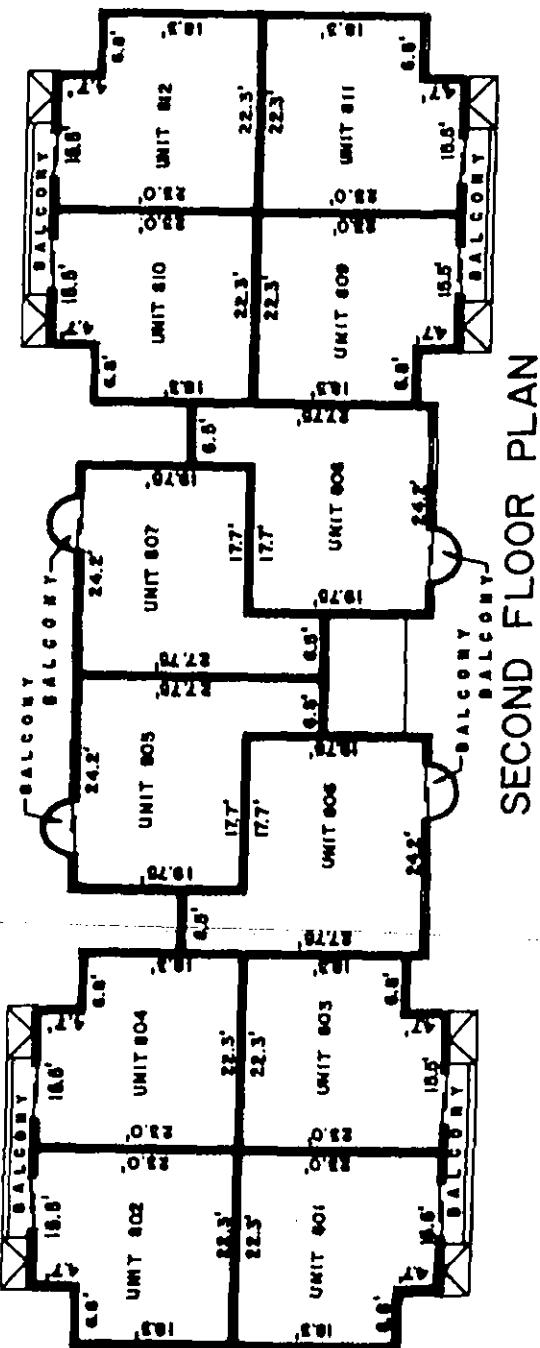
10 20 30 40 50 60 70 80 90 100

**PHASE TWO**  
**BLDG. NUMBER 8**



**BLDG. ELEVATION**

**EXHIBIT "H", PAGE II**  
 ANNEXED TO AND EXPRESSLY MADE  
 PART OF THE DECLARATION OF  
 CONDOMINIUM  
 THIS DAY OF 1988  
**THE GABLES II TOWNHOMES,  
 A CONDOMINIUM**

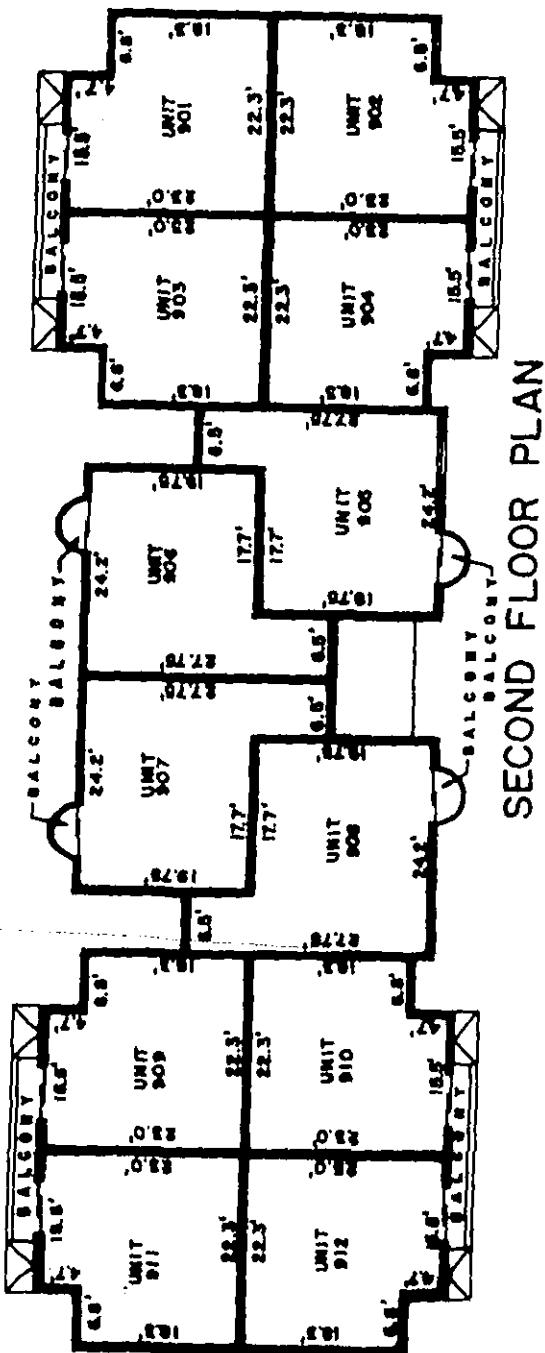


**GRAPHIC SCALE**

ALL IMPROVEMENTS DEPICTED  
 HEREON ARE PROPOSED  
 DIMENSIONS AS SHOWN ARE TO THE UNFINISHED INTERIOR  
 WALLS OF THE UNIT  
 A.C. STAIRS, CORTIERS AND BALCONIES ARE LINED  
 COMMON ELEMENTS

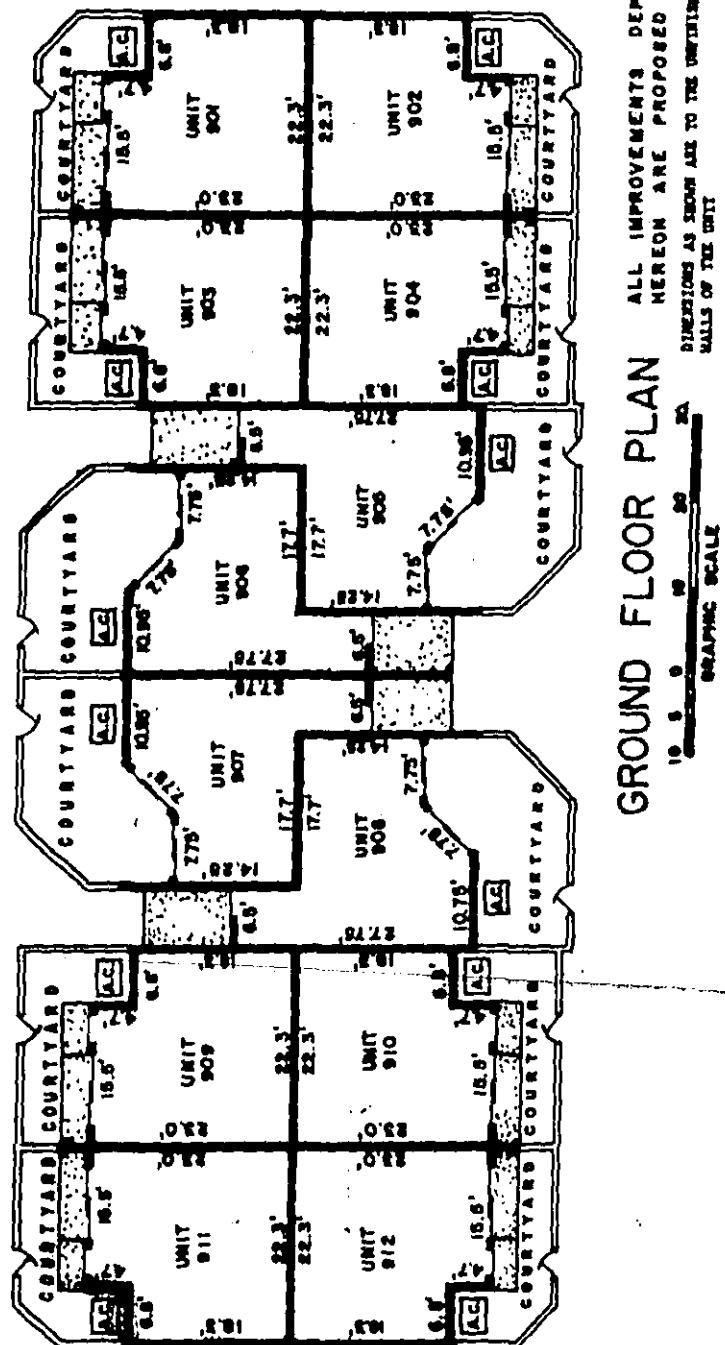
**PREPARED BY:**  
**E.R. BROWNELL AND ASSOC., INC.**  
**LAND SURVEYORS-CONSULTING**  
**ENGINEERS**  
**3162 CORAL WAY MIAMI, FL 33148**  
**LSC - 1025**

PHASE TWO  
BLDG. NUMBER 9



## BLDG. ELEVATION

EXHIBIT "H", PAGE 12  
ANNEXED TO AND EXPRESSLY MADE  
PART OF THE DECLARATION OF  
CONDOMINIUM  
THIS DAY OF 1986  
THE GABLES II TOWNHOMES,  
A CONDOMINIUM



ALL IMPROVEMENTS DEPICTED  
HEREON ARE PROPOSED  
DIMENSIONS AS SHOWN ARE TO THE OUTSIDE OF  
WALLS OF THE UNIT  
A.C. STARS, COURTYARDS AND BALCONIES ARE LIMITED  
COMPLEX ELEMENTS

PREPARED BY:  
E.R. BROWNELL AND ASSOC., INC.  
LAND SURVEYORS-CONSULTING  
ENGINEERS  
B102 CORAL WAY MIAMI, FL 33148  
LSC - 1025

OFF REC 13490 PG 252

EXHIBIT "J" TO DECLARATION OF CONDOMINIUM

POR

THE GABLES II TOWNHOMES, A CONDOMINIUM

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UNIT OWNERS' PERCENTAGES OF COMMON  
ELEMENTS, COMMON SURPLUS AND SHARING OF COMMON  
EXPENSES UPON INCLUSION OF PHASE II

\*\*\*\*\*

10118

UNIT OWNERS PERCENTAGES UPON INCLUSION OF PHASE II

<u>BUILDING NO. 3</u>	<u>PERCENT</u>	<u>BUILDING NO. 4</u>	<u>PERCENT</u>	<u>BUILDING NO. 5</u>	<u>PERCENT</u>
301	0.921986%	401	0.921986%	501	0.921986%
302	0.921986%	402	0.921986%	502	0.921986%
303	0.921986%	403	0.921986%	503	0.921986%
304	0.921986%	404	0.921986%	504	0.921986%
305	0.963197%	405	0.963197%	505	0.921986%
306	0.963197%	406	0.963197%	506	0.921986%
307	0.963197%	407	0.963197%	507	0.921986%
308	0.963197%	408	0.963197%	508	0.921986%
309	0.921986%	409	0.921986%	509	0.921986%
310	0.921986%	410	0.921986%	510	0.921986%
		411	0.921986%	511	0.921986%
		412	0.921986%	512	0.921986%

<u>BUILDING NO. 6</u>	<u>PERCENT</u>	<u>BUILDING NO. 7</u>	<u>PERCENT</u>	<u>BUILDING NO. 8</u>	<u>PERCENT</u>
601	1.172129%	701	1.167337%	801	0.921986%
602	1.172129%	702	1.167337%	802	0.921986%
603	0.921986%	703	0.746597%	803	0.921986%
604	0.921986%	704	0.746597%	804	0.921986%
605	0.963197%	705	0.963197%	805	0.963197%
606	0.963197%	706	0.963197%	806	0.963197%
607	0.963197%	707	0.963197%	807	0.963197%
608	0.963197%	708	0.963197%	808	0.963197%
609	0.921986%	709	0.746597%	809	0.921986%
610	0.921986%	710	0.746597%	810	0.921986%
611	1.172129%	711	1.167337%	811	0.921986%
612	1.172129%	712	1.167337%	812	0.921986%

<u>BUILDING NO. 9</u>	<u>PERCENT</u>	<u>BUILDING NO. 10</u>	<u>PERCENT</u>	<u>BUILDING NO. 11</u>	<u>PERCENT</u>
901	0.921986%	1001	0.921986%	1101	0.921986%
902	0.921986%	1002	0.921986%	1102	0.921986%
903	0.921986%	1003	0.921986%	1103	0.921986%
904	0.921986%	1004	0.921986%	1104	0.921986%
905	0.963197%	1005	0.921986%	1105	0.921986%
906	0.963197%	1006	0.921986%	1106	0.921986%
907	0.963197%	1007	0.921986%	1107	0.921986%
908	0.963197%	1008	0.921986%	1108	0.921986%
909	0.921986%	1009	0.921986%	1109	0.921986%
910	0.921986%	1010	0.921986%	1110	0.921986%
911	0.921986%	1011	0.921986%	1111	0.921986%
912	0.921986%	1012	0.921986%	1112	0.921986%

10129  
012087RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.

RECORD VERIFIED

RICHARD P. BRINKER  
CLERK CIRCUIT COURTCLERK NOTE: SEE OFFICIAL PLANS FOR CONDOMINIUM RECORDS D.C.  
RICHARD P. BRINKER, CLERK  
CIRCUIT & COUNTY COURT  
10129  
012087BY  
RICHARD P. BRINKER  
CLERK CIRCUIT & COUNTY COURT  
10129  
012087