

This Instrument Prepared By and Return To:
Jose J. Leonardo, Esq.
12515 North Kendall Drive, Suite 222
Miami, Florida 33186

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**DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR COSTA BONITA**

This Declaration is made this ____ day of November, 1999 by Century/Savannah Builders, LTD., a Florida Limited Partnership, its successors and/or assigns (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of land situated in Miami-Dade County, Florida, and legally described as follows:

(see exhibit "A")

(Hereinafter referred to as the "Property").

WHEREAS, the Property has been subdivided into lots (the "Lots") pursuant to that certain plat for COSTA BONITA, (the "Plat") which creates the COSTA BONITA community (the "Community").

WHEREAS, the Developer wishes to impose certain restrictions on the Property to maximize the quality of life in the Community.

NOW, THEREFORE, Developer does by these presents make, declare, and impose upon the Property the following agreements, conditions, restrictions, limitations, and easements that shall be and constitute covenants running with the land and shall be binding upon and for the benefit of the undersigned, its successors and assigns, as well as upon all persons claiming under it, and each and all subsequent purchasers, their heirs, personal representative, successors and assigns, of said Property or any part, parcel, or portion thereof, subject to the provisions below, to wit:

ARTICLE I
The Association

1. **MEMBERSHIP:** All owners of Lots shall be members of the COSTA BONITA HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Florida not for profit corporation, by virtue of their ownership of Lot. Membership in the Association shall terminate upon conveyance of that ownership interest.

2. **VOTING:** The Association shall have two (2) classes of voting membership:

Class "A". Class "A" Members shall be all those Owners as defined in Section 1 of this Article with the exception of the Developer (as long as the Class "B" Membership shall exist, and thereafter, the Developer shall be a Class "A" Member, to the extent it would otherwise qualify). Except as provided below, Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1 of this Article. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine. Except only as provided in the following subparagraph with respect to the Developer, in no event shall more than one (1) vote be cast with respect to any such Lot.

Class "B". The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by Class "A" Members. The Class "B" membership shall cease and terminate one (1) year after the last Lot within the Property has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class "A" Members shall be obligated to elect the Board and assume control of the Association).

3. **PURPOSE:** The purpose of the Association is to maintain and repair the private roads, drainage system, tot lot, if any, entrance to the property, provide television cable service, and paint the exterior walls to the Units. The Association shall also maintain all other common areas in the Community, if any.

4. **ASSESSMENTS:** The Developer, for each Lot within the Property hereby covenants, and each Lot owner (by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or conveyance) including any purchaser at a judicial sale, is deemed to covenant and agree to pay to the Association any annual and/or special assessments as determined by the Association. The Association may assess against each Lot as it deems necessary to fulfill its functions. The initial assessment for each Lot owner that purchases from the Developer, as an initial capital contribution, shall be One Hundred (\$100.00) Dollars. Thereafter, the Association may establish reasonable monthly, quarterly or annual assessment amounts against each Lot, other than those owned by the Developer, in order to fulfill its obligations and establish reserves necessary for capital improvements and expenses. No owner may waive or otherwise escape liability for any assessment levied by the Association for any reason whatsoever. The assessments, together with a late fee of \$15.00 due on any payment received more than fifteen (15) days from the date that it is due, costs and reasonable attorneys' fees incurred in collection thereof shall be secured by a continuing lien upon the Lot against which each such assessment is made. The association may suspend the voting rights of any lot owner whose assessment payment is more than sixty (60) days overdue. Each Lot owner is personally liable for all assessments coming due for its Lot while an owner of such Lot.

5. **ASSOCIATION LIEN:** Upon failure of a Lot owner to pay an assessment within thirty (30) days of the day it is due, the Association shall be entitled to file an action to foreclose its lien on such Lot. In any such action, the Association shall be entitled to recover costs and attorneys' fees for collection of the assessment, including, without limitation, filing of the action and any appeals thereof. The liens herein provided shall be subordinate to tax liens and the lien of any mortgage encumbering any Lot to any institutional lender; provided, however, that any such mortgagee, when in title, and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or

purchaser, shall hold title subject to the obligations and liens which accrue and arise after the date the mortgagee or purchaser acquired title to the Lot, as herein provided. Such assessments shall be a lien superior to all other liens save the except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years.

6. **LENDER'S RIGHTS:** In the event Ocean Bank, a State banking corporation, (or any successor or assign of Ocean Bank) obtains title to any of the Lots as a result of the foreclosure of the mortgage on those Lots granted it by the Developer or its accepting a deed-in-lieu thereof, Ocean Bank shall have the right to become the Developer or to succeed to any of the rights of the Developer by written election to do so recorded in the Public Records of Miami-Dade County, Florida and shall also have the right to appoint as the Developer hereunder any third party who acquires title to all or any portion of those Lots by written appointment recorded in the Public Records of said County. In any event, neither Ocean Bank nor any other person becoming a Developer pursuant to the immediately preceding sentence shall have any liability for any actions or defaults of, or obligations incurred by any prior Developer (except as such liability may be expressly assumed by it).

ARTICLE II

Residential Area Covenants

7. **USE RESTRICTIONS:** Each and all of the Lots in the Community, are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residency may be built on each Lot. Buildings, so long as in compliance with local zoning ordinances and laws, accessory to the use of single family living may be erected provided they do not furnish accommodations for an additional family. A construction shed may be placed on a Lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers or tents or shacks or barns may be placed on a Lot. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted to Developer for as long as Developer owns any portion of the Property.

8. **DWELLING SIZE:** Each dwelling on a Lot shall have a floor area of not less than 800 square feet under roof.

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9. **BUILDING LOCATION:** No building shall be located on any Lot nearer than 20 feet to the front of the property Lot line. It is the intention of this paragraph to maintain standards equivalent to those imposed by Zoning Code of Metropolitan Dade County (the "Code"). Therefore, where a variance as to building location has been granted by the appropriate authority under the Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location shall constitute an amendment of this paragraph.

10. **LOT AREA AND WIDTH:** A dwelling may be constructed on any Lot as shown on the Plat. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Code. Therefore, where a variance as to lot area and width has been granted by the appropriate authority designated to do so under the Code, said variance is hereby adopted as an amendment to this paragraph and any future variances as to lot area and width shall constitute an amendment to this paragraph.

11. **CHAIN LINK FENCES:** No fence, wall, or other enclosure shall be erected, placed, or altered within 20 feet of the front property line of each Lot.

12. **CLOTHES LINES:** No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any Lot between the two side lines of the dwelling thereon as extended to the front Lot line.

13. **CARPORT:** No owner of a Lot shall install or maintain, or permit to be installed and maintained, any awning carport, or detached carport/garage structure of any type or nature on any Lot.

14. **ROOFS:** All buildings shall have tiled roofs. Owners may repair or replace the roofs of their dwelling, as long as they repair or replace the roof with the same tile type and color as the other Lots.

15. **EASEMENTS:** Easements for installation and maintenance of utilities and for installation and maintenance of drainage facilities are reserved as shown on the Plat. Within these easements, no structures, plants or other materials shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements; provided, however, fences that otherwise comply with these restrictions and having Developer's approval may be constructed within such easements. The easement area of each Lot, and all improvements in it shall be maintained continuously by the owner of the Lot, except for installations for which a public authority or utility company is responsible. Miami-Dade Water and Sewer Authority, Florida Power and Light Company, Cable Company assigned to service said area by Metropolitan Dade County, Southern Bell Telephone and Telegraph Company and the Developer and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cable and conduits under and through the utility easements as shown on the Plat. Any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility company or entity whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights of ways or utility easements, shall be installed and maintained underground.

16. **NUISANCES:** No noxious, toxic or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

18. SIGNS: No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 8" x 12" inches used to indicate the name of the resident, and one sign of not more than three (3) square feet advertising the property for sale or for rent, and signs used by the Developer to advertise the property during the construction and sales period.

19. PETS, LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Each lot owner shall only be permitted to have two household pets per Lot.

20. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any Lot, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

21. WATER SUPPLY: No individual water supply system shall be permitted on any Lot, except for use in air conditioners, swimming pools and sprinkler systems; provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

22. ARCHITECTURAL CONTROL: No building, wall or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the governmental authorities having jurisdiction and the Developer. Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the Property only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of Developer seems sufficient. Any change in the exterior appearance of any building, wall, other structure or improvement, and any change in the finished ground elevation, shall be deemed an alteration requiring approval. The Developer shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

23. LIABILITY: The Developer shall not be liable in damages to anyone submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of its agents or employees, arising out of or in connection with the approval or disapproval or failure to approval, by the submitting of such plans, and any owner by acquiring title to any of the property covered by this declaration agrees that such person will not bring any action or claim of any such damages against the Developer and its agents and employees.

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24. COMMERCIAL TRUCKS, TRAILERS, BOATS, AND NONOPERATING VEHICLES: In order to maintain the high standards of the Community with respect to residential appearance, no trucks or commercial vehicles, house trailers, recreation vehicles, boats and trailers of every other description, shall be permitted to be parked or to be stored at any place on any Lot in the Community or common area, except in a garage or, except during periods of approved construction on said Lot. Notwithstanding anything herein to the contrary, nothing herein shall prohibit truck type vehicles (i.e. pick-up, 4 wheel drive or sport utility vehicle) that are used by residents of the Community solely for personal transportation. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. No vehicle which cannot operate on its own power shall remain in the Community more than twenty-four (24) hours, and no repair of vehicles shall be made therein.

25. GARBAGE AND TRASH DISPOSAL: No garbage, refuse or rubbish shall be deposited or kept on any Lot except in a suitable container. Such container shall be placed in an underground receptacle or shall be shielded by a garbage bin so that the container is not visible from any point on the front Lot line of said Lot; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection by the Miami-Dade County Waste Division shall be complied with. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

26. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each Lot shall be maintained in a neat and attractive manner. Upon the owner's failure to do so, Developer or the Association may, at its option, after giving the owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any Lot, and re-sod any Lot, and replace any landscaping at Developer or the Association's option. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Developer or the Association may, at their option, after giving the owner thirty (30) days written notice sent to the last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of such Lot shall reimburse the Developer or the Association for the cost of any work as above required, and to secure such reimbursement, the Developer or the Association as the case may be, shall have a lien upon such Lot enforceable as herein provided. Upon performing the work herein provided, the Developer or the Association shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this declaration. Said notice shall state the cost of said work and shall contain a description of the Property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at the rate of sixteen (16%) percent per annum from the date of recording said notice of lien, and in any action to enforce payment Developer or Association as the case may be, shall be entitled to recover costs and attorney's fees for filing the lien claim, and for any action to enforce the same, including without limitation, appeals. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any Lot to any institutional lender; provided, however, that any such mortgagee when in title and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens which accrued and arise after the date the mortgagee or purchaser acquired title to the Lot, as herein provided.

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27. UNIT AIR CONDITIONERS AND REFLECTIVE MATERIALS: No air conditioning units may be mounted throughout windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as may be approved by the Developer or the Association for energy conservation purposes.

28. TELEPHONE AND ELECTRIC UNDERGROUND SERVICE: All buildings on all Lots must be served underground by telephone, electric power to the extent such services are provided.

29. DRAINAGE: No changes in elevation of the land shall be made which will cause undue hardship to adjoining property in connection with surface water drainage.

30. LANDSCAPING: The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the owners as originally installed by the Developer, unless the prior approval, in writing, of any change is obtained from the Developer or the Association. Such approval shall not be unreasonably withheld with regard to any minor changes proposed.

31. PAINTING: All buildings on Lots shall be painted in light pastel colors coordination that generally conform to and comply with the original colors and aesthetics of the residences built at the Community. The Association shall maintain and upkeep the painting of each Lot and Unit thereon. No individual Owners, except Developer, shall be permitted to paint their unit, without the prior written consent of the Association, which the Association may unreasonably withhold.

32. ILLEGAL AND COMMERCIAL ACTIVITIES PROHIBITED: No illegal or commercial activity shall be carried on or conducted upon any Lot, unless an occupational license is obtained and approved by the appropriate governmental agency of Miami-Dade County.

ARTICLE III **General Provisions**

33. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by then owners of a majority of the Lots, has been recorded, agreeing to change said covenants in whole or in part. However, no such change effecting the common area maintenance or association liens shall be effective without the written consent of the Miami-Dade County.

34. ENFORCEMENT: The Association shall be entitled to apply penalty, to any Lot, for failure to comply with any rules and regulations, after ten days notice to remedy the violation, if the violation has not been remedied. The amount of the penalty shall be set by the Association in the rules and regulations. The amount of the penalty shall be added to any lien that is filed on the Lot. Enforcement shall be by proceedings in court at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, which shall include costs and attorneys' fees in the enforcement hereof. The covenants may be enforced by the Developer or its successor, or by any owner of a Lot.

35. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

36. **NOTICES:** Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as owner in the public records at the time of such mailing.

37. **DEVELOPER DUTIES:** Any obligation of Developer to perform any duties under this Declaration, shall terminate, and such obligation turned over to the Association, upon Developer ceasing to own a Lot on the property.

38. **AMENDMENT:** In addition to any other manner therein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval, at a meeting of the Association, provided, that so long as the Developer is the owner of any Lot affected by this Declaration, the Developer's consent must be obtained if the amendment, in the sole opinion of the Developer, affects its interest.

39. **WAIVER:** The Developer may waive, upon application being made to it, any one or more of the foregoing conditions, restrictions, limitations, or agreements, with respect to any designated Lot or Lots, upon finding such waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation, or agreement with respect to any other Lot. Notwithstanding the foregoing, no such waiver shall apply with respect to the obligation for common area maintenance or association liens to enforce the common area maintenance.

40. **CUMULATIVE EFFECT:** All the provisions of this Declaration of Restrictions shall be deemed cumulative.

41. **WITHDRAWAL:** Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property from the provisions of this Declaration. Except that such withdrawal shall not be effective unless and until all then existing common area obligations shall have been satisfied in full with respect to any Property thought to be withdrawn.

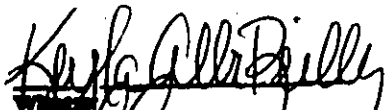

42. **PARKS, PLAYGROUND, VACANT LAND:** Certain land, and/or lakes, if any, as reflected in the Plat of "COSTA BONITA", Recorded in Plat Book _____, at Page _____, of the Public Records of Miami-Dade County, Florida, is reflected as vacant land/common areas and its future use will be determined by the residents who will be given perpetual access to same. As such, the costs for maintaining said land, regardless of where located and whether developed as a park/playground or not, shall be borne by the homeowners association.

IN WITNESS WHEREOF, Century/Savannah Builders, Ltd. has caused this instrument to be executed as of the 22 day of December, 1999.

Signed in the presence of:

CENTURY/SAVANNAH BUILDERS, LTD.
a Florida Limited Partnership
Address: 1270 N.W. 12th St Box 410
Miami, Florida 33126

CBG Management Group, Inc.
a Florida Corporation
General Partner


Witness:

Witness:

By: Luis Ramirez
His: President

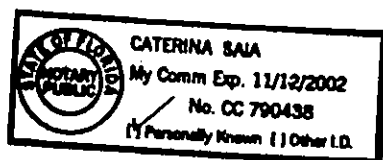
(SEAL)




STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, this 22 day of December, 1999, by Luis Ramirez, President of CBG Management, Inc., a Florida Corporation, General Partner of Century/Savannah Builders, Ltd., a Florida Limited Partnership, on behalf of the partnership. He is personally known to me or has produced a Florida Driver's License as identification and did not take an oath.




Print Name
Notary Public, State of Florida

My commission ends:

JOINDER OF MORTGAGEE

The undersigned Commercebank, N.A. being that holder of that certain first mortgage executed by Century/Savannah Builders, Ltd., a Florida Limited partnership, on January 14, 1999, filed of record in Official Records Book 18442, Page 2530 of the Public Records of Dade County, Florida, in the original amount of \$4,300,050.00, covering all/or a portion of the property described in the foregoing agreement, does hereby consent to the terms of this agreement, which consent shall not affect the rights and remedies of Commercebank, N.A., as set forth in the aforescribed mortgage.

Commercebank, N.A. does not assume and shall not be responsible for any of the obligations nor liabilities of Century/Savannah Builders, Ltd. contained in any documents issued in connection with the this Joinder of Mortgagee.

In WITNESS WHEREOF, these presents have been executed this 16th day of, DECEMBER 1999.

Witnesses:

Commercebank, N.A.

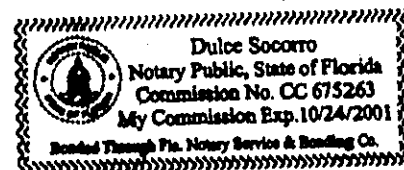
Peter D. Graham
Print Name: PETER D. GRAHAM
Maria Calderon
Print Name: Maria Calderon

By: Sonia Olarte
Print Name: SONIA OLARTE
Title: SR. Vice President

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 16th day of December 1999, by SONIA OLARTE as SR. Vice Pres of Commercebank, N.A., Who is personally known to be or who has produced Florida Driver's License, as identification, as _____.

Dulce Socorro
Print Name: DOLCE SOCORRO
Notary Public



OFF. REC. 19204PC3506

Exhibit "A"

LEGAL DESCRIPTION:

Tract 34, less the West 35.00 fee thereof, of FLORIDA FRUIT LAND COMPANY'S
SUBDIVISION NO. 1, in Section 19, Township 53 South, Range 40 East, according to
the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of
Miami-Dade County, Florida.

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