RECORDED 08/06/2010 14:36:57 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED UNDER THE DIRECTION OF (RETURN TO): Lilliana M. Farinas-Sabogal, Esq. BECKER & POLIAKOFF, P.A. 121 Alhambra Plaza, 10th Floor Coral Gables, FL 33134

NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is Fox Chase Property Owners Association, Inc. (the "Association"), a Florida corporation, not-for-profit, c/o Board of Directors, Fox Chase Property Owners Association, Inc. (8605 NW 8th Street, Miami, FL 33126), the Articles of Incorporation of which were originally filed in the office of the Secretary of State on August 13, 1980 the Association having been organized for the purpose of operating and administering the Fox Chase community, pursuant to the recorded covenants pertaining thereto which were filed of record in the Official Records for Miami-Dade County, Florida, as follows:

<u>Name</u> Recording Date OR Book/Page # **DECLARATION OF COVENANTS** 08/20/1980 -10845/1694 AND RESTRICTIONS

- The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association as composite EXHIBIT "A".
- 3. The lands affected by this Notice are depicted and legally described as follows:

Lot 2 of Block 1 of SUMMIT CHASE, according to the Plat thereof, as recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida; and

- The real property interest claimed under this Notice is the right to preserve those certain use restrictions, covenants, and agreements set forth in the:
 - a. Declaration of Covenants and Restrictions for Fox Chase recorded on August 20, 1980 in Official Records Book 10845 at Page 1694, et. seq. Public Records of Miami-Dade County, Florida

all as same have been or may be amended from time to time.

A complete list of the property owners affected by this Notice of Preservation of Use Restrictions is attached hereto as EXHIBIT "B".

Dated this 14 th day of

BY:

FOX CHASE PROPERTY OWNERS

ASSOCIATION, INC.

gelina Commo.

Jorge Daniel, President

Qell

Carred)	
Witness Signature Elios	, Secretary
Printed Name	\$3001AT10N
Corporate Seal	Aguer C
STATE OF FLORIDA } COUNTY OF MIAMI-DADE }	900 Mg 300 Mg
The foregoing instrument was acknowledged by July, 2010, by JORGE DANIEL as President	—
OWNERS ASSOCIATION, INC., a Florida corporation, on	
personally known to me or has produced	
identification is indicated, the above-named person is personal	ly known to me.
JOSE ROMERO MY COMMISSION # DD563213 Notary Public	
EXPIRES: August 31, 2010 800-3-NOTARY FL Notary Discount Assoc. Co. Printed Name	JOSE ROMERO
State of Florida My Commission Expires:	
STATE OF FLORIDA } COUNTY OF MIAMI-DADE }	
The foregoing instrument was acknowledged 7.010, by GUIARDINU, IELIAS PROPERTY OWNERS ASSOCIATION, INC., a Florid	as Secretary of FOX CHASE
corporation. He/She is personally known to me or has	
identification. If no type of identification is indicated, the above	
to me.	7 (PPPM) 4 5-
Notary Public	
Printed Name	OSE ROMERO
State of Florida My Commission Expires: ACTIVE: F00755/204026:3004953_1	
JOSE ROMERO MY COMMISSION # DD568213 EXPIRES: August 31, 2010 1-800-3-NOTARY FL Notary Discount Assoc. Co.	

AFFIDAVIT OF MAILING OR HAND DELIVERING OF STATEMENT OF MARKETABLE TITLE ACTION TO OWNERS

STATE OF FLORIDA	
COUNTY OF MIAMI DADE	1

COUNTY OF MIAMI DADE	
	21 1 2
BEFORE ME, personally a	ppeared scloric fain, who after being
duly sworn, deposes and says that	the Statement of Marketable Title Action approved at the
special meeting of the Board of Di	rectors of Fox Chase Property Owners Association, Inc. for
preservation of use restrictions und	er Marketable Record Title Act held July ,
2010, at <u>7. 30</u> .M. at	Curtaines, was mailed or hand delivered in
accordance with the Bylaws and ap	pplicable law. The notice was mailed or hand delivered to
each owner at the address last furnis	shed to the Association, as such address appears on the books
of the Association, on	, 2010.
J	
	FOX CHASE PROPERTY OWNERS
	ASSOCIATION, INC.
	$\mathcal{O}[0]$.
	By: Huew
	<i>D</i> J.
The foregoing instrumen	t was acknowledged before me this
-Tuly.	2010, by Thatoria Para as
Emplayee	of Fox Chase Property Owners Association, Inc., a Florida
not-for-profit corporation, on behal	f of the corporation. He/she is personally known to me, or
has produced FD1-P256-86	6-58-5 as identification and did take an oath. If no type of
identification is indicated, the above	e-named person is personally known to me.
	Jonns
	(Signature)
JOSE ROMERO	JOSE ROMERO
MY COMMISSION # DD563213 EXPIRES: August 31, 2010	JUSE HOME
1-800-3-NOTARY FL Notary Discount Assoc. Co.	
PL Notary Discount Assoc. Co.	(Print Name)
FL Notary Discount Assoc. Co.	(Print Name)
FL Notary Discount Assoc. Co.	
FL Notary Discount Assoc. Co.	(Print Name)
FL Notary Discount Assoc. Co.	(Print Name)
PL Notary Discount Assoc. Co.	(Print Name)
FL Notary Discount Assoc. Co.	(Print Name)
PL Notary Discount Assoc. Co.	(Print Name) Notary Public, State of Florida at Large.
PL Notary Discount Assoc. Co.	(Print Name) Notary Public, State of Florida at Large.
FL Notary Discount Assoc. Co.	(Print Name)

Date: Tuly 14, 2010

ATTENTION MEMBERS:

STATEMENT OF MARKETABLE TITLE ACTION

On Lucy 14, 2010, at the Special Board Meeting for which proper notice was furnished by U.S. Mail and/or hand delivery to all members, the Board of Directors of Fox Chase Property Owners Association, Inc. (the "Association") voted to ensure that the Declaration of Covenants and Restrictions enforced by Fox Chase Property Owners Association, Inc. currently burdening the property of the members of the Association in the Fox Chase community, retains its status as the source of marketable title with regard to the transfer of a member's residence in this community. Said Declaration is recorded as follows:

Declaration of Covenants and Restrictions for Fox Chase recorded on August 20, 1980, in Official Records Book 10845 at Page 1694, et. seq. of the Public Records of Miami-Dade, County, Florida.

This document has been or may be amended from time to time.

To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Miami-Dade County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

By:

Jørge Daniel, President

Attest:

Margarita Iannelli, Secretary

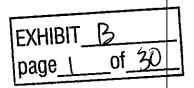
Elios Guiordnú

EXHIBIT A page 2 of 2

PAGE :

FOX CHASE CONDO.#1 ASSOC., INC MEMBERSHIP ROSTER - NUMERIC AS OF 07/01/2010

	A5 OF 07/01/2010		
	OWNER / BILLING ADDRESS		ADDRESS/LAST CHANGE
	IRAIDA AND GERRARDO GUZMAN 8615 NW 8 STREET #101 MIAMI, FL 33126	8615 N.W.	8 ST. #101 03/30/2000
	LOURDES Z. MENESES 105 SW 96TH COURT MIAMI, FL 33174	8615 N.W. R	
	Isabely De La Mota 8615 NW 8th ST # 103 MIAMI, FL 33126	8615 N.W.	8 ST. #103 08/28/2009
	ADA L. RODRIGUEZ 8615 N.W. 8 ST. #104 MIAMI, FL 33126	8615 N.W.	8 ST. #104 11/07/1994
-	GERARDO & IRAIDA GUZMAN 8615 NW 8 STREET # 101 MIAMI, FL 33126	8615 N.W.	8 ST. #105 12/18/2002
	JULIO & ROSA MENDEZ 3429 EAST LANDIS AVENUE VINELAND, NJ 08361 -3058	R	8 ST. #106
	mUKESH JAIN/RASHI MEHTA 3953 sw 139 ave davie, FL 33330	8615 N.W. 4	S ST. #107 12/30/2009
	ANA DE LA MOTA 8615 N.W. 8 ST. #108 MIAMI, FL 33126	8615 N.W. (ST. #108 02/23/1993
	EMILIO & NOIDA ALVAREZ 8615 N.W. 8 ST. #109 MIAMI, FL 33126	8615 N.W. 8	ST. #109
	MIGUEL NEBOT	8615 N.W. 8	ST. #110



07/10/1996

8615 N.W. 8 ST. #110

MIAMI, FL 33126

OWNER / BILLING ADDRESS

PROPERTY ADDRESS/LAST CHANGE

JESUS & MYRNA FUENTES 8615 N.W. 8 ST. #111 MIAMI, FL 33126 8615 N.W. 8 ST. #111 04/26/1996

MARTIN9891@BELLSOUTH.NET

JULIO R. ACOSTA & M.E. CRUZ 1300 WESTWARD DRIVE MIAMI SPRINGS, FL 33166 8615 N.W. 8 ST. #112 R 04/26/1993

JUAN F FAROY 8615 N.W. 8 ST. #113 MIAMI, FL 33126 8615 N.W. 8 ST. #113 12/04/2009

LYDIA SUAREZ 8615 N.W. 8 ST. #114 MIAMI, FL 33126

8615 N.W. 8 ST. #114 06/04/2003

NEW CENTURY MORTGAGE CORP 3351 MICHELSON DR STE 400 IRVINE, CA 92612-8886

8615 N.W. 8 ST #115 R 12/19/2007

RUTH ZEGARA 8615 N.W. 8 ST., #116 MIAMI, FL 33126

8615 N.W. 8 ST. #116 06/22/2006

NELA RODRIGUEZ 8615 N.W. 8 ST. #117 MIAMI, FL 33186 8615 N.W. 8 ST. #117 09/10/1998

HUMBERTO REYES AND HUMBERTO R. REYES 8615 N.W. 8 ST. #118 MIAMI, FL 33126 8615 N.W. 8 ST. #118 04/26/2000

JOSE RAMON & CARMEN TORRES 8615 N.W. 8 ST. #119 MIAMI, FL 33126

8615 N.W. 8 ST. #119 08/27/1997

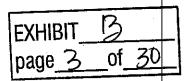
MS. ISIS LOPEZ 5601 BOULEVARD EAST-APT. 13C WEST NEW YORK, NJ 07093 8615 N.W. 8 ST. #120 R 12/06/1990

EXHIBIT D page of 30

PAGE 3

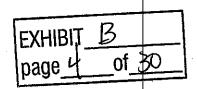
FOX CHASE CONDO.#1 ASSOC., INC MEMBERSHIP ROSTER - NUMERIC AS OF 07/01/2010

OWNER / BILLING ADDRESS PROPERTY ADDRESS/LAST CHANGE JOSE & ROSA LARA 8615 N.W. 8 ST. #121 8615 N.W. 8 ST. #121 MIAMI, PL 33126 LUISA PEREZ 8615 N.W. 8 ST. #122 8615 N.W. 8 ST. #122 03/15/2000 MIAMI, FL 33126 BERTHA GONZALEZ 8615 N.W. 8 ST. #123 8615 N.W. 8 ST. #123 MIAMI, FL 33126 JULIO R. ACOSTA & M.ELENA CRUZ 8615 N.W. 8 ST. #124 1300 WESTWARD DRIVE 02/17/1998 MIAMI SPRINGS, FL 33166 8615 N.W. 8 ST. #201 HIREN N. & BHAVNA DAVE 8615 N.W. 8 ST. #201 06/28/2001 MIAMI, FL 33126 DAVID LESLIE 8615 N.W. 8 ST. #202 8615 N.W. 8 ST. #202 MIAMI, FL 33126 CARMEN RICCI 8615 N.W. 8 ST. #203 8615 N.W. 8 STREET, #203 07/13/2000 MIAMI, FL 33126 : LUZ M. MUNERA 8615 N.W. 8 ST. #204 8615 N.W. 8 ST. #204 12/19/2003 MIAMI, FL 33126 MARINA GONZALEZ DE PUJOL 8615 N.W. 8 ST. #205 8615 N.W. 8 ST. #205 05/15/2009 MIAMI, FL 33126 MIRTHA E. GONZALEZ & A.OROZCO 8615 N.W. 8 ST. #206 8615 N.W. 8 ST. #206



MIAMI, FL 33126

01 0.70172010		
OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
ROBERTO O. PEREZ 189 N.W. 100 ST. MIAMI SHORES, FL 33150	8615 N.W.	8 ST. #207 02/16/2009
ROLANDO JIMENEZ 8615 N.W. 8 ST. #208 MIAMI, FL 33126	8615 N.W.	8 ST. #208 04/23/2002
JORGE A BIRD 8615 N.W. 8 ST. #209 MIAMI, FL 33126	8615 N.W.	8 ST. #209 07/31/2001
GERARDO GUZMAN 8615 N.W. 8 STREET #101 MIAMI, FL 33126	8615 N.W.	8 ST. #210 03/06/2000
MARISELA RODRIGUEZ & M. ALONSO 6350 N.W. 19 TERRACE MIAMI, FL 33155		8 ST. #211 R 02/02/2006
LAZARO R. & BEATRIZ M. ARANGO 3700 SW 139 PLACE MIAMI, FL 33175		8 ST. #212 R 06/19/2000
FRANCISCO & NORA PADURA 9254 SW 10 TER MIAMI, FL 33174		8 ST. #213 R 04/23/2004
ELIAS J. & NATALIA GUIARDINU 8615 N.W. 8 ST. #214 MIAMI, FL 33126	8615 N.W.	8 ST. #214 09/21/1992
RUBEN D. BENITEZ 2723 S.W. 22 AVENUE MIAMI, FL 33133	8615 N.W.	8 ST. #215 R 01/11/2001
•		



ROBERTO & ANA FENTON 9450 S.W. 78 STREET

MIAMI, FL 33172

8615 N.W. 8 ST. #216

02/02/1996

OWNER / BILLING ADDRESS

PROPERTY ADDRESS/LAST CHANGE

JORGE L. PLANA & IVIS SARDINAS 8615 N.W. 8 ST. #217 5245 S.W. 89 COURT R 11/08/1994 MIAMI, FL 33165

DRAGOMIR D. KUBAT 8615 NW 8 STREET #218 MIAMI, FL 33126 8615 N.W. 8 ST. #218 01/22/2003

PATRICIA CASIELLES 199 S.W. 12 AVENUE, SUITE 11 MIAMI, FL 33130

8615 N.W. 8 ST. #219 R 01/25/1996

DAMARIȘ CRUZ 6086 SW 191 AVE PEMBROKE PINES, FL 33332

8615 N.W. 8 ST. #220 R 10/02/2003

EDUARDO FUENTES JOSEFINA MILIAN 8615 NW 8TH ST APT 221 MIAMI, FL 33126

8615 N.W. 8 ST. #221 R 01/11/2010

ADYS B. AGUILERA 8615 N.W. 8 ST. #222 MIAMI, FL 33126 8615 N.W. 8 ST. #222 12/10/1993

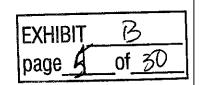
IRMA S. TEALDO 8615 N.W. 8 ST. #223 MIAMI, FL 33126 8615 N.W. 8 ST. #223

CARLOS A. CALLE AND SANDRA C. VARGAS 8615 N.W. 8th STREET #224 MIAMI, FL 33126

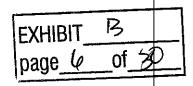
8615 N.W. 8 ST. #224 02/26/2001

ROXANA BOLIVAR 4207 W. NORTH A ST. # 6 TAMPA, FL 33609 -2237 8615 N.W. 8 ST. #301 R 02/05/2009

JULIO & BLVIRA ESCRIBANO 1700 GRANADA BLVD. CORAL GABLES, FL 33134 8615 N.W. 8 ST. #302 03/12/2009



OWNER / BILLING ADDRESS	PROPERTY ADDRESS/LAST CHANGE
MILADIS VILLANUEVA 8615 NW 8 STREET #303 MIAMI, FL 33126	8615 N.W. 8 ST. #303 12/19/2005
ERICK MARTINEZ & LUIS CRESPO 8615 N.W. 8 ST. #304 MIAMI, FL 33126	8615 N.W. 8 ST. #304 01/26/2006
INES SHERON 19 ANTILLA AVE. CORAL GABLES, FL 33143	8615 N.W. 8 ST. #305 R 10/21/2008
RAFAEL GUTIERREZ 8615 N.W. 8 STREET #306 MIAMI, FL 33126	8615 N.W. 8 ST. #306 07/03/2002
MARIA L. OLIVEROS 2128 N.W. 18 Ave CAPE CORAL, FL 33993	8615 N.W. 8 ST. #307 R 02/14/2007
DENNIS SEIGLIE 8615 N.W. 8 ST. #308 MIAMI, FL 33144	8615 N.W. 8 ST. #308 03/24/1997
SILVIA PEREIRA 12367 SW 122 ST MIAMI, FL 33186	8615 N.W. 8 ST. #309 R 11/29/2006
ANDRES AND GRECIA PAZOS 1518 BLUE ROAD CORAL GABLES, FL 33146	8615 N.W. 8 ST. #310
JESUS B. & DULCE M. PENA 8615 N.W. 8 ST. #311 MIAMI, FL 33126	8615 N.W. 8 ST. #311
MARIA CRISTINA GRILLE 8615 N.W. 8 ST. #312 MIAMI, FL 33126	8615 N.W. 8 ST. #312 12/21/1999



OWNER / BILLING ADDRESS

PROPERTY ADDRESS/LAST CHANGE

. MIGUEL A. BARBRENA 1905 IVISA AVE. NAPLES, FL 34117

8615 N.W. 8 ST. #313 02/16/2009

SEVERLY BEAUMONT & A. KENNEDY 8615 N.W. 8 ST. #314

OLGA SOSA COMAS 8615 N W 8 ST #315 MIAMI, FL 33126

8615 N.W. 8 ST. #314 MIAMI, FL 33126

> 8615 N.W. 8 ST. #315 02/03/2004

ELISA E. SANCHEZ 8615 N.W. 8 ST. #316 MIAMI, FL 33126

8615 N.W. 8 ST. #316

JOSEFINA TOLL 8615 N.W. 8 ST. #317 MIAMI, FL 33126

8615 N.W. 8 ST. #317 12/29/1992

MARIA RAPOSO & AWILDA MORETA 8615 N.W. 8 ST. #318 8615 N.W. 8 ST. #318 MIAMI, FL 33126

01/08/1993

Jose Luis Vargas 5880 S.W. 14 Street MIAMI, FL 33144

8615 N.W. 8 ST. #319 06/27/2007

GUSTAVO & ESTHER CASTANEDA 8615 N.W. 8 ST. #320 MIAMI, FL 33126

8615 N.W. 8 ST. #320 09/18/1998

TERESA D. LEON 3931 SW 154 Ct MIAMI, FL 33185

8615 N.W. 8 ST. #321 01/17/2007

MANUEL BATISTA 8615 N.W. 8 ST. #322 MIAMI, FL 33126

8615 N.W. 8 ST. #322 08/08/1991

EXHIBIT 13 page

OWNER / BILLING ADDRESS	PROPERTY ADDRESS/LAST CHANG
MUKESH JAIN & RASHI MEHTA 3953 sw 139 ave davie, FL 33330	8615 N.W. 8 ST. #323 12/30/2009
ANTONIO GONZALEZ 8615 N.W. 8 ST. #324 MIAMI, FL 33126	8615 N.W. 8 ST. #324 10/02/1996
BENINGNO RODRIGUEZ & MABEL HERREIRA 8615 NW 8 ST. #401 MIAMI, FL 33126	8615 N.W. 8 ST. #401 R 10/21/2008
ROBERTO GUERRA 8615 NW 8TH STREET #402 MIAMI, FL 33126 -5930	8615 N.W. 8 ST. #402 R 01/06/2005
JOSE VILLA 9221 S.W 76 TRR MIAMI, FL 33173	8615 N.W. 8 ST. #403 R 04/07/1999
OBERT JERRY BARAN & M.V.PENI 6795 ORCHID DRIVE MIAMI LAKES, FL 33014	8 8615 N.W. 8 ST. #404 R
SONIA M. RODRIGUEZ 8295 S.W. 2 STREET MIAMI, FL 33144	8615 N.W. 8 ST. #405 R 12/14/1990
WILLIAM M. RIVERA 10881 N.W. 7 ST. MIAMI, FL 33172	8615 N.W. 8 ST. #406 R 11/28/2006
LOUIS DE SOUZA RAMONA LOPEZ 8615 N.W. 8 ST. #407 MIAMI, FL 33126	8615 N.W. 8 ST. #407 12/05/1995
SILVIA CALLEJAS 6422 COLLINS AVE. #502 MIAMI BEACH, FL 33141	8615 N.W. 8 ST. #408 R 01/15/2004

EXHIBIT /3 page of 30

_	OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
	LILLIAM PAEZ 4767 CLINTON AVENUE LAKE WORTH, FL 33463-2234		8 ST. #409 R 07/31/2007
	RAFAEL & MONICA SANTANA 15066 SW 108 TERRACE MIAMI, FL 33196		8 ST. #410 R 11/02/2004
	RODOLFO ALVAREZ 8615 N.W. 8 ST. #411 MIAMI, FL 33126	8615 N.W.	8 ST. #411 04/22/1992
	ROMELIO GONZALEZ & MARTHA CASTANO 8615 NW 8 STREET #412 MIAMI, FL 33126	8615 N.W.	8 ST. #412 08/05/2002
	BENITEZ QUESADA 8615 N.W. 8 ST. #413 MIAMI, FL 33126	8615 N.W.	8 ST. #413
	WILLIAM & ANA BAUTISTA 8615 N.W. 8 ST. #414 MIAMI, FL 33126	8615 N.W.	8 ST. #414 06/15/1992
	MARITZA ESTABIL A-65 CALLE LIRIO GUAYANILLA, PR 00656		8 ST. #415 R 12/19/2006
	JAMES C. & CRISTINA SLACK 15610 WOODWAY DRIVE TAMPA, FL 33613		8 ST. #416 R 01/13/2009
	ANDY FORNAGUERA 1209 VENETIA TERRACE CORAL GABLES, FL 33134	8615 N.W.	8 ST. #417 R 05/14/1991
	RAMON ORTEGA & DIANA A. AYALA 8615 NW 8 ST #418 MIAMI. Ft. 33126	8615 N.W.	8 ST. #418 07/16/2001

EXHIBIT 13 page 9 of 30

MIAMI, FL 33126

PAGE 10

FOX CHASE CONDO.#1 ASSOC., INC MEMBERSHIP ROSTER - NUMERIC AS OF 07/01/2010

OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
IGNACIO F. & NOELIA GARCIA 8615 N.W. 8 ST. #419 MIAMI, FL 33126	8615 N.W.	8 ST. #419 08/31/1992
MARIA A. JIMENEZ 8615 N.W. 8 ST. #420 MIAMI, FL 33126	8615 N.W.	8 ST. #420 04/05/2004
CARLOS FIDALGO & C. SLACK 15610 WOODWAY DRIVE TAMPA, FL 33613	8615 N.W.	8 ST. #421 R 01/13/2009
ARNALDO ALVAREZ 8615 N.W. 8 ST. #422 MIAMI, FL 33126	8615 N.W.	8 ST. #422
OSMAR RIVERA 8615 N.W. 8 ST. #423 MIAMI, FL 33126	8615 N.W.	8 ST. #423 12/11/1995
HECTOR J. QUINTELA AND CLARA QUINTELA 8615 N W 9 CTREET #424	8615 N.W.	8 ST. #424 09/27/2000

8615 N.W. 8 STREET #424

MIAMI, FL 33126

OWNER	/	BILLING	ADDRESS
-------	---	---------	---------

PROPERTY ADDRESS/LAST CHANGE

CASSANDRA B. RODRIGUEZ CASSEL REALTY, INC. 814 PONCE DE LEON BLVD # 319 CORAL GABLES, FL 33134

8625 N.W. 8 ST. #101 R 11/13/2007

8625 N.W. 8 ST. #102

JUAN REYES 8625 N.W. 8 ST. #102 MIAMI, FL 33126

01/10/2007

NABIL GHALI 1388 ALLEGHENY LANE NORTH PORT, FL 34286

8625 N.W. 8 ST. #103 12/15/2008

MIRIAM LEDON PENA 8625 N.W. 8 ST. #104 MIAMI, FL 33126

8625 N.W. 8 ST. #104

: ANTHONY & SARAH ROIG 8625 N.W. 8 ST. #105 MIAMI, FL 33126

8625 N.W. 8 ST. #105

JULIA FLORENTINA ACEVEDO 6030 NW 99 AVE #0403 MIAMI, FL 33178

8625 N.W. 8 ST. #106 R 06/17/2010

ALDA N. & CARLOS MONMANY 4312 Diamond Pointe Lane WESTON, FL 33331

8625 N.W. 8 ST. #107 06/13/2006

ESTHER BELTRAN & Rosa Marquez 8625 N.W. 8 ST. #108 8625 ZNw 8 St # 108 MIAMI, FL 33126

08/09/2007

RAFAEL S. PEREZ 8625 NW 8 ST #109 MIAMI, FL 33126

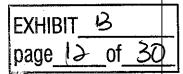
8625 N.W. 8 ST. #109 11/18/2004

. MARK & MONICA ARMERO 14474 S.W. 58 TERRACE MIAMI, FL 33183

8625 N.W. 8 ST. #110 03/27/1997

EXHIBIT B of 30 page II

OWNER / BILLING ADDRESS	PROPERTY ADDRESS/LAST CHANGE
GERARDO JOSE FERRER & CARMEN RITA CASTILLO 8625 NW 8 STREET #111 MIAMI, FL 33126	8625 N.W. 8 ST. #111 03/15/2004
IDALIA, ANA, JAIRO FARINAS 8625 N.W. 8 ST. #112 MIAMI, FL 33126	8625 N.W. 8 ST. #112 09/16/1993
ANTONIO VALDEZ-MIRANDA 8625 NW 8 STREET APT# 113 MIAMI, FL 33126	8625 N.W. B ST. #113 07/26/2001
LETICIA BELLO-REJON 414 SW 89 PLACE MIAMI, FL 33174	8625 N.W. 8 ST. #114 R 02/06/2008
ANGEL O. AND ILDA M. CASTILLO 540 S.W. 89 COURT MIAMI, FL 33174	8625 N.W. 8 ST. #115 R
FRANCISCO J. MORERA 8625 N.W. 8 ST. #116 MIAMI, FL 33126	8625 N.W. 8 ST. #116 07/18/1996
LOURDES OTERO 8625 N.W. 8 ST. #117 MIAMI, FL 33126	8625 N.W. 8 ST, #117 05/27/1992
JULIO & ANA CASTRO 8625 N.W. 8 ST. #118 MIAMI, FL 33126	8625 N.W. 8 ST. #118
ALCIRA MENDEZ 11529 NW 84 TERR MIAMI, FL 33178	8625 N.W. 8 ST. #119 R 04/12/2010
ALFONSO IGLESIAS YIRAL CARDONA 15400 S.W. 57 TERRRAS MIAMI, FL 33193	8625 N.W. 8 ST. #120 R 01/08/2007



OWNER / BILLING ADDRESS PROPERTY ADDRESS/LAST CHANGE LEONOR VILLAR 8625 N.W. 8 ST. #121 8974 SW 25 STREET R 11/22/2004 MIAMI, FL 33165 ISMAEL & CARIDAD MESA 8625 N.W. 8 ST. #122 SARAH ROIG 05/15/2002 8900 BLVD EAST 3-C-N NORTH BERGEN, NJ 07047 FRANCISCO & MARISELA MONJARREZ 8625 N.W. 8 ST. #123 8625 N.W. 8 ST. #123 02/13/1998 MIAMI, FL 33126 VERONICA XAVIER 8625 N.W. 8 ST. #124 15260 SW. 138 PLACE 06/05/2007 MIAMI, FL 33177 MANUEL I. ESCOBAR 8625 N.W. 8 ST. #201 6092 ₩ 26 CT 10/17/2005 HIALEAH, FL 33016 JOSE & ODALYS ROMERO 8625 N.W. 8 ST. #202 5853 S.W. 147 PLACE 11/09/2004 R MIAMI, FL 33193 JULIA GONZALEZ 8625 N.W. 8 ST. #203 4470 S.W. 13 STREET MIAMI, FL 33134 FELIX C. & ALICIA DOMINGUEZ 8625 N.W. 8 ST. #204 8625 N.W. 8 ST. #204 01/09/1997 MIAMI, FL 33126 HILDA-305-206-8776 NATASHA AHUJA 8625 N.W. B ST. #205 2040 Redfern RD R 09/01/2009 Venice, FL 34293

EXHIBIT 3
page 13 of 30

8625 N.W. B ST. #206

cpbubbles@hotmail.com

05/05/2006

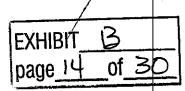
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FLORENTINA ESTRELLA

825 VIA DEL SOL DR.

DAVENPORT, FL 33896

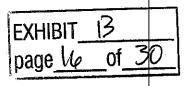
AS OF 07/01/2010	MOMPRIC	
OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
MARLENE MONCAYO 5600 NW 107 AVE # 1407 MIAMI, FL 33178		8 ST. #207 R 04/21/2010
MIRTHA CASTRO FERNANDEZ 8625 N.W. 8 ST. #208 MIAMI, FL 33126	8625 N.W.	8 ST. #208 12/11/1999
FRANCES C. RAMIREZ 8625 N.W. 8 ST. #209 MIAMI, FL 33126	8625 N.W.	8 ST. #209
FERNANDO & MARIA ROA 8625 N.W. 8 ST. #210 MIAMI, FL 33126	8625 N.W.	8 ST. #210 01/10/2007
DR. ADA DE GONGORA P.O.BOX 510743 KEY COLONY BEACH, FL 33051		8 ST. #211 08/24/2004
WILLIAM TAYLOR/SANDRA BELLMAS 8625 N.W. 8 ST. #212 MIAMI, FL 33126		8 ST. #212 12/29/2003 AKA@COMCAST,NET
DONNA RUTH STONE 8625 N.W. 8 ST. #213 MIAMI, FL 33126	8625 N.W.	8 ST. #213
LYDIA P.SUAREZ 8625 NW 8 STREET # 214 MIAMI, FL 33126	8625 N.W.	8 ST. #214 10/09/2006
GILBERTO GONZALEZ 8625 N.W. 8 ST. #215 MIAMI, FL 33126	8625 N.W.	8 ST. #215 07/20/2005
LINA M. CRUZ 8625 N.W. 8 ST. #216 MIAMI, FL 33126	8625 N.W.	3 ST. #216



OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
HENRY PEREZ 8625 NW 8 STREET #217 MIAMI, FL 33126	8625 N.W.	8 ST. #217 01/15/2002
JOSE PINEIRO & CARMEN PEREZ 8625 N.W. 8 ST. #218 MIAMI, FL 33126	8625 N.W.	8 ST. #218 09/06/2002
KAMRAM KHURSHID ALAM 3416 PRIMROSE COURT # 214 PALM BEACH GARDENS, FL 33410	8625 N.W.	8 ST. #219 R 12/18/2006
KRIMARKA ENTERPRISES INC. 8625 NW 8TH ST #220 MIAMI, FL 33126	8625 N.W.	8 ST. #220 01/15/2004
JOSE R. LOPEZ 1300 SW 122 AVE #322 MIAMI, FL 33184	8625 N.W.	8 ST. #221 01/06/2010
YONEL MORENO 8625 N.W. 8 ST. #222 MIAMI, FL 33126	8625 N.W.	8 ST. #222 06/03/1999
B.G. INTL REAL ESTATE INC 888 BRICKELL AVE. 5TH FLOOR MIAMI, FL 33131	8625 N.W.	8 ST. #223 R 11/25/2002
GABRIEL MILIAN 8625 N.W. 8 ST #224 MIAMI, FL 33126	8625 N.W.	8 ST. #224 12/05/2002
ALBERTO LUENGO 8625 NW 8 STREET UNIT 301 MIAMI, FL 33126	8625 N.W.	8 ST. #301 07/18/2005
ERICK J. ALONSO 8986 WEST FLAGER ST. BLDG. #4 MIAMI, FL 33174	8625 N.W.	8 ST. #302 02/28/2006

EXHIBIT_(3 page_15 of 30

OWNER / BILLING ADDRESS PROPERTY ADDRESS/LAST CHANGE MARY L RODRIGUEZ 8625 N.W. 8 ST. #303 8625 N.W. 8 STREET #303 09/04/2001 MIAMI, FL 33126 ALFONSO IGLESIAS 8625 N.W. 8 ST. #304 15400 S.W. 57 TERRAS 01/08/2007 MIAMI, FL 33193 DELIA SANCHEZ 8625 N.W. 8 ST. #305 8625 N.W. 8 STREET #305 04/10/1997 MIAMI, FL 33126 CANDELARIO M. GARCIA 8625 S.W. 8 ST. #306 8625 SW 8 STREET #306 03/15/2004 MIAMI, FL 33126 HUMBERTO A. & LIVIA LOPEZ 8625 N.W. 8 ST. #307 8625 N.W. 8 ST. #307 MIAMI, FL 33126 DONNA THOMAS & STEPHEN THOMAS 8625 N.W. 8 ST. #308 8625 N.W. 8 ST. #308 12/22/2008 MTAMI, FL 33126 MAGELYS DIAZ 8625 N.W. 8 ST. #309 4515 SW 117 AVENUE 07/23/2004 MIAMI, FL 33175 GILDA M PADILLA 8625 N.W. 8 ST. #310 8625 NW 8 ST #310 07/12/2001 MIAMI, FL 33126 JOHN & ANNETTE MONTAGUE 8625 N.W. 8 ST. #311 5725 BURKE TOWNE COURT 06/24/1991 BURKE, VA 22015 GLORIA M. PIEDRA 8625 N.W. 8 ST. #312



03/18/2010

8625 NW 8 ST #312

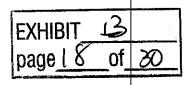
MIAMI, FL 33126

, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•
OWNER / BILLING ADDRESS	PROPERTY ADDRESS/LAST CHANGE
PARK PLAZA ENTERPRISES, INC. P.O. BOX 141026 CORAL GABLES, FL 33114	8625 N.W. 8 ST. #313 R 01/22/1992
MANUEL & GLADYS GAYOL 13048 NORDLAND DRIVE CORONA, CA 92880	8625 N.W. 8 ST. #314 R 07/29/2008
FRANCISCO J./ROSEMARIE RONDON 8625 NW. 8 ST. #315 MIAMI, FL 33126	8625 N.W. 8 ST. #315 08/11/2006
SONIA BERMUDEZ 8625 N.W. 8 ST. #316 MIAMI, FL 33126	8625 N.W. 8 ST. #316 11/09/1999
ELIZABETH URIBE 8625 N.W. 8 ST. #317 MIAMI, FL 33126	8625 N.W. 8 ST. #317 01/26/2006
JOHN FIGUEROA 8625 N.W. 8 ST. #318 MIAMI, FL 33126	8625 N.W. 8 ST. #318 09/17/1998
LINA CRUZ 8625 N.W. 8 ST. #319 MIAMI, FL 33126	8625 N.W. 8 ST. #319 09/23/1991
FERMIN & ANGELA IGLESIAS 14326 S.W. 175 TERRACE MIAMI, FL 33177	8625 N.W. 8 ST. #320 R 10/13/2003
MARIA DEL CARMEN PALACIO 6708 West Sample RD Coral Springs, FL 33067	8625 N.W. 8 ST. #321 R 10/16/2009
MANUEL LEON 536 SW 88 CT MIAMI, FL 33174	8625 N.W. 8 ST. #322 01/23/2006

EXHIBIT 3 page 17 of 30

MIAMI, FL 33174

OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
NILDA DE ARELLANO 8625 N.W. 8 ST. #323 MIAMI, FL 33126	8625 N.W.	8 ST. #323
DAVID HICKSON 8625 N.W. 8 ST. #324 MIAMI, FL 33126	8625 N.W.	8 ST. #324
GENOVEVA QUINTANA 8625 N.W. 8 ST. #401 MIAMI, FL 33126	8625 N.W.	8 ST. #401
CARLOS M MONMANY & AIDA M. 4312 DIAMOND POINTE LANE WESTON, FL 33331		8 ST. #402 09/07/2004
FIDEL M. ALVAREZ 15019 SW 90 TERRACE MIAMI, FL 33196		8 ST. #403 09/13/1999
ROXANA CHIGIN 11100 S.W. 128 STREET MIAMI, FL 33176		8 ST. #404 01/09/1995
NICOLAS ALVAREZ MARIA HURTADO DE MENDOZA 8862 S.W. 4 LANE MIAMI, FL 33126		8 ST. #40 5 01/06/2000
PATRICIO ROBERTO VALLEJOS 8625 N.W. 8 ST. #406 MIAMI, FL 33126	8625 N.W.	8 ST. #406 06/15/1992
RODOLFO B. PEREZ NORMA E. GRACIANO 8625 N.W 8TH ST. #407 MIAMI, FL 33102 -5261	8625 N.W.	8 ST. #407 03/31/2006
FARIBORZ AZIMA MR. KAUEH P.O. BOX 6885 LEAWOOD, KS 66206	8625 N.W.	8 ST. #408



OWNER / BILLING ADDRESS PROPERTY ADDRESS/LAST CHANGE SUSAN S.HERNANDEZ 8625 N.W. 8 ST. #409 8625 N.W. 8 ST. #409 MIAMI, FL 33126 JUAN & MARIA VALDEZ 8625 N.W. 8 ST. #410 9731 N.W. 41 STREET 09/13/1995 MIAMI, FL 33178 CARLOS & AIDA MONMANY 8625 N.W. 8 ST. #411 4312 Diamond Point Lane 05/12/2009 Weston, FL 33331 ANA & FERNANDO LEZA 8625 N.W. 8 ST. #412 8625 NW 8 STREET #412 07/09/2002 MIAMI, FL 33126 Silvana E. Bragagnini 8625 N.W. 8TH STREET #413 CASSEL REALTY 11/13/2007 814 PONCE DE LEON BLVD # 319 CORAL GABLES, FL 33134 JULIA N. & TERESITA L. OLIVERA 8625 N.W. 8 ST. #414 8625 N.W. 8 ST. #414 07/26/1993 MIAMI, FL 33126 JAIRO G. ARZT 8625 N.W. 8 ST. #415 32 West 40th Street 9-D 01/14/2010 New York, NY 10018 VINCENT PANETTA 8625 N.W. 8 ST. #416 8625 N.W. 8 ST. #416 MIAMI, FL 33126 CARMEN ELIZABETH SANCHEZ 8625 N.W. 8 ST. #417 9187 FONTAINE BLEAU BLVD #22 02/28/2001

VICTORIA V. PEREZ 8625 N.W. 8 ST. #418 MIAMI, PL 33126

MIAMI, FL 33172

8625 N.W. 8 ST. #418 05/03/1994

mmoflo3@adl.com

EXHIBIT B page 9 of 30

PAGE 10

FOX CHASE CONDO.#2 ASSOC., INC MEMBERSHIP ROSTER - NUMERIC AS OF 07/01/2010

OWNER / BILLING ADDRESS

PROPERTY ADDRESS/LAST CHANGE

MARIA AMBRON & MAGDA MARTIN 7710 TARA CIRCLE NAPLES, PL 34104

8625 N.W 8 ST. #419

R 03/12/2010

REINALDO VINAS 8625 N.W. 8 ST. #420 MIAMI, FL 33126

8625 N.W. 8 ST. #420

07/18/2005

GRACIELA DONOSO 8625 N.W. 8 ST. #421 MIAMI, FL 33126

8625 N.W. 8 ST. #421 01/08/1999

MUKESH K. JAIN & RASHI MEHTA 8625 NW 8 STREET #422 MIAMI, FL 33126

8625 N.W. 8 ST. #422 06/26/2000

: FERNANDO L. MIJARES & AMERICA MIJARES 8625 N.W. 8 ST. #423 MIAMI, FL 33126

8625 N.W. 8 ST. #423

06/16/1993

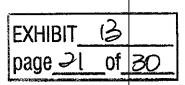
VERONICA XAVIER 15260 SW 138 PLACE MIAMI, FL 33177

8625 N.W. 8 ST. #424

06/05/2007

125 01 01/81/2010		
OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
HIRAM GONZALEZ & ANA AGUILAR 8635 N.W. 8 ST. #101 MIAMI, FL 33126	8635 N.W.	8 ST. #101 02/23/2007
JENNIFER J.& MARLENE GAMBOA 8635 N.W. 8 ST. #102 MIAMI, FL 33126	8635 N.W.	8 ST. #102 01/17/2005
JULIO E. VALERA 8635 N.W. 8 ST. #103 MIAMI, FL 33126	8635 N.W.	8 ST. #103 12/11/2007
GERARDO GUZMAN 8615 NW 8 ST #101 MIAMI, FL 33126		8 ST. #104 2 12/18/2002
FRANCISCO & CARMEN O. NAVARRO 8635 N.W. 8 STREET UNIT 105 MIAMI, FL 33126	8635 N.W.	8 ST. #105 01/29/1999
EDILIO & NIEVES PANTOJA 8635 N.W. 8 STREET #106 MIAMI, FL 33126	8635 N.W.	8 ST. #106 12/04/2008
TRUDY (RAMOS) KRASOVIC 8635 N.W. 8 ST. #107 MIAMI, FL 33126	8635 N.W.	8 ST. #107
E.LAWRENCE & JULIANNE NIENABER 6435 S. MITCHELL MANOR CIRCLE MIAMI, FL 33156	8635 N.W.	
BARBARA TORRES 7115 SW 153 COURT MIAMI, FL 33193	8635 N.W.	8 ST. #109 12/02/2003

! FRANK PENA & SARA QUINTANA 8635 N.W. 8 ST. #110 MIAMI, FL 33126 8635 N.W. 8 ST. #110 10/31/2002



OWNER / BILLING ADDRESS

PROPERTY ADDRESS/LAST CHANGE

PEDRO HINOJOSA & MARISOL MATOS 8635 N.W 8 ST. #111 1615 SW 4TH STREET #4 MIAMI, FL 33135

08/28/2003

' MIRNA M. BANEGAS 8635 N.W. 8 STREET #112

MIAMI, FL 33126

8635 N.W. 8 ST. #112

12/16/2008

DALVIS VELASCO 16011 SW 147 LANE MIAMI, FL 33196

8635 N.W. 8 ST. #113

R

R 04/17/2002

LUIS A GAYOL & MARVELIS MARTINEZ 8635 NW 8 STRBET #114 8635 N.W. 8 ST. #114

07/10/2002

MIAMI, FL 33126 ROMAN CABRERA &

ONETTI G. SOSA CEBALLOS

8635 N.W. 8 ST. #115

12/22/2008

13014 S.W. 119 TERRACE MIAMI, FL 33186

8635 N.W. 8 ST. #116

01/10/2008

JUAN MIGUEL OVALLE 8635 NW 8TH STREET # 116 MIAMI, FL 33126

RAMONA O. GUZMAN

8635 N.W. 8 STREET #117 MIAMI, FL 33126

8635 N.W. 8 ST. #117

12/11/1999

REBECA VILLANUEVA & MARGARITA RODRIGUEZ 8635 NW 8 STREET #118

MIAMI, FL 33126

8635 N.W. 8 ST. #118

10/04/2002

MARIA T. MORERA

8635 N.W. 8 ST. #119

MIAMI, FL 33126

8635 N.W. 8 ST. #119

05/03/2004

FRANCISCO RIVAS CARDENAS

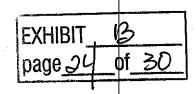
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MIAMI, FL 33126

8635 N.W. 8 ST. #120

10/28/1999

OWNER / BILLING ADDRESS	PROPERTY ADDR	ESS/LAST CHANGE
RUTH R. KUHL 8635 N.W. 8 ST. #207 MIAMI, FL 33126	8635 N.W. 8 ST	. #207
CYNTHIA ANE OMOZ 8635 NW 8 STREET #208 MIAMI, FL 33186	8635 N.W. 8 ST	. #208 06/13/2006
ENRIQUE ISOBA 8635 N.W. 8 ST. #209 MIAMI, FL 33126	8635 N.W. 8 ST	. #209 05/15/2003
MARIELENA RODRIGUEZ 8635 N.W. 8 ST. #210 MIAMI, FL 33126	8635 N.W. 8 ST	. #210 11/17/1992
GUILLERMO PEREZ 2645 OAK DRIVE PALM BEACH GARDENS, FL 33410	8635 N.W. 8 ST.	. #211 11/26/2007
ANTONIO & CORA CALLEJA 7480 N.W. 52 STREET MIAMI, FL 33166	8635 N.W. 8 ST.	#212
JUANA & EINAR OJITO 19201 COLLINS AVENUE SUNNY ISLES BCH, FL 33160	8635 N.W. 8 ST.	#213 01/31/2005
LETICIA R. GARCIA & E. CAMPOS 8635 N.W. 8 ST. #214 MIAMI, FL 33126	8635 N.W. 8 ST.	#214
NILDA PADRON & HENRY PEREZ 601 S.W. 141 AVENUE APT 311-P PEMBROKE PINES, FL 33027		#215 05/24/2007
HENRY & SONIA PEREZ 8625 NW 8TH STREET # 217 MIAMI, FL 33126	8635 N.W. 8 ST.	#216 01/23/2002

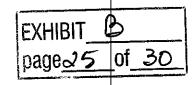


OWNER / BILLING ADDRESS PROPERTY ADDRESS/LAST CHANGE HENRY & SONIA PEREZ 8635 N.W. 8 ST. #217 8625 NW 8TH STREET APT#217 06/29/2001 MIAMI, FL 33126 MYRIAM L. LAPORTE 8635 N.W. 8 ST. #218 8635 N.W. 8 ST. #218 08/01/1994 MIAMI, FL 33126 JORGE A. DANIEL 8635 N.W. 8 ST. #219 10569 SW 73 TERRRACE 12/04/2000 MIAMI, FL 33173 JULISSA PEREZ & MARIO DEJESUS 8635 N.W. 8 ST. #220 1153 N.W. 123 COURT 12/22/2008 MIAMI, FL 33182 JPEREZ7987@AOL.COM JUAN E. PRIETO 8635 N.W. 8 ST. #221 8635 N.W. 8 ST. #221 07/07/2005 MIAMI, FL 33126 AUGUSTO RODRIGUEZ & 8635 N.W. 8 ST. #222 ILCIA URTATE 01/17/2007 4032 SW 136 AVE MIAMI, FL 33175 ALIBEY AMUDE 8635 N.W. 8 ST. #223 8635 NW 8 STREET # 223 05/06/2002 MIAMI, FL 33126 LOURDES NORIEGA 8635 N.W. 8 ST. #224 8635 NW 8 STREET #224 11/15/2002 MIAMI, FL 33126 VIOLETA O'CONNOR 8635 N.W. 8 ST. #301 EVA FALZONE 8635 N.W. 8 ST. #301 MIAMI, FL 33126

REYNALDO COLON

MIAMI, FL 33126

8635 N.W. 8 ST. #302



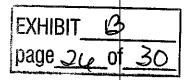
8635 N.W. 8 ST. #302

12/10/1993

	AS OF 07/01/2010		
	OWNER / BILLING ADDRESS	PROPERTY	ADDRESS/LAST CHANGE
•	CIRA & ALBERT MAURY 8635 N.W. 8 ST. #303 MIAMI, FL 33126	8635 N.W.	8 ST. #303
	EDILIA V. WEST 8635 NW 8 STREET #304 MIAMI, FL 33175	8635 N.W.	8 ST. #304 07/29/1999
	WILLIAM ESPINOSA/AURA SANDOVAL 8635 N.W. 8 ST. #305 MIAMI, FL 33126	8635 N.W.	8 ST. #305 11/24/1999
	CARLOS L. PATINO ADIS M. UGARTE 8635 N.W. 8 ST. #306 MIAMI, FL 33126	8635 N.W.	8 ST. #306 08/27/1996
	LAJWANTI HARJANI 8635 N.W. 8 ST. #307 MIAMI, FL 33126	8635 N.W.	8 ST. #307 10/28/1996
	ANGEL SANTOS 8320 NW 8TH STREET #308 MIAMI, FL 33126		8 ST. #308 R 08/27/2003
	LUIS E. PANESSO 8635 N.W. 8 ST. #309 MIAMI, FL 33126	8635 N.W.	8 ST. #309 03/13/2007
	IRMA AREAN 880 SW 22 ROAD MIAMI, FL 33129		8 ST. #310 R 01/29/2004 701 HOME
	LIZA N. SOTO 8635 N.W. 8 ST. #311 MIAMI, FL 33126		8 ST. #311 R 06/09/2010

Jaise Mursuli-Diaz 3165 West 73 Pl

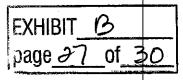
Hialeah, FL 33018



8635 N.W. 8 ST. #312

06/24/2009

OWNER / BILLING ADDRESS	PROPERTY ADDRESS/LAST CHANGE
GLADYS L. ESENARRO 8635 N.W. 8 ST. #313 MIAMI, FL 33126	8635 N.W. 8 ST. #313 10/23/2000
JULIO P. & IMELDA C. LOPEZ 386 FOREST AVE GLEN ELLYN, IL 60137	8635 N.W. 8 ST. #314 R 02/13/2007
ESPERANZA VILAFANTE 8635 N.W. 8 ST. #315 MIAMI, FL 33126	8635 N.W. 8 ST. #315 11/06/2001
ADRIANA A. VALLEJOS MICHELLE JAYME 8625 NW 8 STREET #406 MIAMI, FL 33126	8635 N.W. 8 ST. #316 R 03/28/2008
LUIS A. MORENO 8635 N.W. 8 ST. #317 MIAMI, FL 33126	8635 N.W. 8 ST. #317
JANETTE VIDAL 16222 S.W. 44 TER. MIAMI, FL 33185	8635 N.W. 8 ST. #318 R 01/28/2009
MAYLIN C. ALEGRIA ROBERTO HERNANDEZ 8635 N.W. 8 ST. #319 MIAMI, FL 33126	8635 N.W. 8 ST. #319 08/11/1995
EMILIO PEREZ & ENRIQUE SABIDO 8635 N.W. 8 ST. #320 MIAMI, FL 33126	8635 N.W. 8 ST. #320 11/09/1992
MIGUEL & MARIA GARCIA 8635 NW 8 ST. 3321 MIAMI, FL 33126	8635 N.W. 8 ST, #321 01/17/2005
ERIC DIAZ 8635 N.W. 8 ST. #322 MIAMI, FL 33126	8635 N.W. 8 ST. #322 12/19/2005



OWNER / BILLING ADDRESS

PROPERTY ADDRESS/LAST CHANGE

JORGE A. ALVAREZ MARIA DEL CARMEN ALVAREZ 10215 S.W. 9 TERRACE MIAMI, FL 33174

8635 N.W. 8 ST. #323 R 03/09/2000

/ MARTA ALFONSO 9822 SW 27 TERRACE MIAMI, FL 33165

8635 N.W. 8 ST. #324 R 08/12/2003

Octavio Fernandez & Aida 8635 N.W. 8 ST. #401 Stocking 8635 NW 8 St Unit 401 MIAMI, FL 33126

08/16/2007 ofernandez1943@yahoo.com

PABLO O. CASTRO AMARILIS LEYVA 8635 N.W. 8 ST. #402 MIAMI, FL 33126

8635 N.W. 8 ST. #402 02/12/1999

AMADA ROQUE 1235 SW 78 COURT MIAMI, FL 33144

8635 N.W. 8 ST. #403 R 03/12/2002

ABEL MENENDEZ 8635 N.W. 8 ST. #404 MIAMI, FL 33126

8365 N.W. 8 ST. #404 04/04/2000

MR. GERARDO EIRES 8635 N.W. 8 ST. #405 MIAMI, FL 33126

8635 N.W. 8 ST. #405 03/01/1995

PEDRO DIAZ 8635 NW. 8 STREET #406 MIAMI, FL 33126

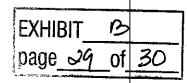
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CARMEN BORRAS 8635 N.W. 8 ST #407 MIAMI, FL 33126

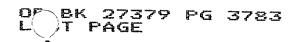
8635 N.W. 8 ST. #407 04/11/2002

DOMINGO J. AND ELSA V. ACOSTA 8635 N.W. 8 ST. #408 3950 S.W. 2 STREET R 09/27/2000 MIAMI, FL 33134

2.0 OF 0770172010	
OWNER / BILLING ADDRESS	PROPERTY ADDRESS/LAST CHANGE
JESUS LAZARO 8635 N.W. 8th STREET A 409 HIALEAH, FL 33126	8635 N.W. 8 ST. #409 01/29/2001
MANUEL BENITEZ, JR. 10331 S.W. 52 TERRACE MIAMI, FL 33165	8635 N.W. 8 ST. #410 R 01/29/1994
LORENZO BERGAMO JR. 8635 N.W. 8 ST. #411 MIAMI, FL 33126	8635 N.W. 8 ST. #411 12/10/1993 YVESAN@BELLSOUTH.NET
JORGE/NORMA MARTINEZ-FORTUN 4242 NW 2ND ST., APT 1203 MIAMI, FL 33126-5485	8635 N.W. 8 ST. #412 R 12/17/2007
ALBERTO & CYNTHIA PANIAGUA 8635 N.W. 8 ST. #413 MIAMI, FL 33126	8635 N.W. 8 ST. #413 03/25/1994
CHARLES LIVERMORE 8635 N.W. 8 ST. #414 MIAMI, FL 33126	8635 N.W. 8 ST. #414 01/10/2007
JHON A. BARCELO 8635 NW. 8 ST.UNIT.#415 MIAMI, FL 33126	8635 N.W. 8 ST. #415 12/11/2002
AMARILYS PERDOMO 10844 S.W. 228 TERRACE MIAMI, FL 33170	8635 N.W. 8 ST. #416 R 12/07/2009
CARMEN SLATER 15040 CAMELLIA LN. MONTCLAIRE, VA 22025	8635 N.W. 8 ST. #417 R 02/18/2009
RICARDO CRISONINO	8635 N.W. 8 ST. #418



2534 S.W. 6 STREET MIAMI, FL 33135



PAGE 10

12/05/2002

FOX CHASE CONDO.#3 ASSOC., INC MEMBERSHIP ROSTER - NUMERIC AS OF 07/01/2010

OWNER / BILLING ADDRESS	PROPERTY ADDRESS/LAST CHANGE
GRACE AMARANTE 8635 NW 8 STREET #419 MIAMI, FL 33126	8635 N.W. 8 ST. #419 02/18/2004
AIDA STOCKING 8635 N.W. 8 STREET #420 MIAMI, FL 33126	8635 N.W. 8 ST. #420 01/19/2000
LOURDES NORIEGA 8635 NW 8TH STREET #224 MIAMI, FL 33126	8635 N.W. 8 ST. #421 02/19/2010
VERA BLEL 8635 N.W. 8 ST. #422 MIAMI, FL 33126	8635 N.W. 8 ST. #422 06/15/1992
FRANCISCO RIVAS CARDENAS 8635 NW 8ST # 120 MIAMI, FL 33126	8635 N.W. 8 ST. #423 R 01/15/2001

LUCILA GONZALEZ&LUCIA CARDENAS 8635 N.W. 8 ST. #424

8635 N.W. 8 ST. #424

MIAMI, FL 33126

EXHIBIT 3
page 30 of 30

SOR 265493 | 10894 PG | 465 | 1980 OCT -9 PH 12: 51

SECOND AMENDMENT TO THE DELCARATION OF COVENANTS AND RESTRICTIONS (to the "Declaration") for FOX CHASE, RECORDED AUGUST 20, 1980, UNDER CLERK'S FILE NO. 80R218114, IN OFFICIAL RECORDS BOOK 10845, AT PAGE 1694, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

F & R BUILDERS, INC., a Florida corporation, the Developer of the FOX CHASE project and fee owner of all the units therein, hereby amended the Declaration in the following manner:

1. Paragraph III, subparagraph F, Page 2, add the following:

"F. Notwithstanding anything to the contrary set forth herein, each owner of a Unit shall have an easement for access to and from his Unit to a public right-of-way over a paved common driveway. Developer has an absolute obligation to construct all portions of the common driveway necessary to afford all Unit Owners said access."

The foregoing Amendment was unanimously adopted by all Unit
Owners at a special meeti. duly conveyed in accordance with the ByLaws of the Association.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its proper officer and its corporate seal affixed this 94 day of OCTOBER, 1980.

Signed, Scaled and Delivered in the Presence of:

Zava Connorly

BY: W-C-Prosident:

Assistant

Attest: ILV

STATE OF FLORIDA

COUNTY OF DADE

) }SS:

The foregoing instrument was acknowledged before me this 14 day of OCTOBER, 1980 by M. E. SALEDA, Vice-President and MORRIS J. WATSKY, Assistant Secretary, respectively of F & R BUILDERS, INC., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Inc. 30, 1987 anided by American Fin & County Congress

THIS INSTRUMENT PREPARED BY:
MORRIS J. WATSKY, ESQ.
9555 North Kendall Drive,
"15-11, Fl. 13-1, 22176.

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(44104)

OFF 10894 51466

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation Not For Profit, does hereby signify their approval of the foregoing Second

Signed, Sealed & Delivered
in the Presence of:

FOX CHASE PROPERTY OWNERS

Plorjda corporați**c**ă

Attest:

COUNTY OF DADE

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this day of OCTOBER, 1980 by ROTERT C. BIGHAM as President and OCHN'T. LANE as Secretary of FOX CHASE 1807 LATY OWNERS ASSOCIATION, INC. 18 Florida corporation, on behalf of said corporation.

(Seal)

My Commission Expires:

Motary Public, State of Florida at Large My Commission Expires Jan. 30, 1982 Bonded by American Fee & Casualty Company

PEONE ASSISTED RICHARD P. BRINKER FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS (to the "Declaration") for FOX AUGUST 20, 1980, UNDER CLERK'S FILE NO. 80R218114 IN OFFICIAL RECORDS BOOK 10845, DADE COUNTY, FLORIDA

F & R BUILDERS, INC., a Florida corporation, the Developer of the FOX CHASE project and fee owner of all the units therein, hereby amends the Declaration in the following respects:

1. Article III, Section 2, is amended to read as follows:

"At such time as developer conveys title to ninety percent (90%) of the units that ultimately will be operated by the Association or two years from the date of filing the Declaration of Covenants and Restrictions, whichever date shall first occur, or such earlier time as Developer elects, Developer shall convey title to the recreation parcel, the common driveway and parking areas (including all assigned and unassigned parking spaces) and the green/open areas to the Association, which shall be obligated to accept such conveyance."

2. Article V of the Articles of Incorporation of FOX CHASE PROPERTY OWNERS ASSOCIATION, INC. which is Exhibit "B" to the Declaration is hereby amended to read as follows:

"V VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. In the case of the Developer it shall also have one vote for each of the possible 288 units which may be constructed on the Undeveloped Parcel. Until the Class B member no longer is a member of the Association, or as provided in paragraph "B" below, whichever first occur; the Class A members shall have no right to vote at membership meetings. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be east with respect to any Unit. Except where otherwise required unler the provisions of there Articles, the Declaration of Covenants and Restriction of there Articles, the law, the affirmative vote of the Cuners of a majority of Units represented at any meeting of the members duly called and at which a quorum is prepent, shall be binding upon the members.

THIS INSTRUMENT PREPARED BY: WORRIS J. WATSKY, ESQ. 9555 North Kendall Drive Wiami, Florida 33176

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RE 10859 1571

B. When unit owners other than F & R Builders, Inc., a Florida corporation (the "Developer") own fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than vided in the By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be proton the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be proton the Board of Directors three (3) years after sales by the Developer cent (90%), of the Units that will be operated ultimately by the Association, or when sales have closed by the Developer of ninety percent (90%) of the Units that ultimately be operated by the Association or when all of the Units that ultimately be operated by the Association have been completed, and some have been sold and none of the others have been completed, and some have been sold and none of the others have been completed, and some have been sold and none of the others have been offered for sale by the Developer in the ordinary course of business, or August 20, 1982, whichever shall first occur. The Developer shall haw the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which Unit owners other than holds for sale in the ordinary course of business and Units in the Condominium and the Evveloper shall be entitled to elect not less than one (1) member of the Poard of Directors as long as the Developer holds for sale in the ordinary course of business at the East five percent (5%) of the Units in the Condominium. Notwith—standing the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and therefore to vote in elections for mem'res of the Board of Directors in the same manner as any other her of the Association Leld or cantiolled by the Ewveloper. The Poveloper shall be under no colligation to manage

The foregoing Amendment was unanimously adopted by all Unit Owners at a special meeting duly convened in accordance with the By-Laws of the Association.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its proper officer and its corporate seal affixed this 4th day of SEPTEMBER , 1980.

Signed, Sealed & Delivered in the Presence of:

Wagart & Potts

F & R BUILDERS. INC

BY:

Vice-Presiden

Attest:_____

Assistent Secretary

ii. 108\$9 ≈1572

STATE OF FLORIDA COUNTY OF DADE

The foregoing instrument was acknowledged before me this 4th SEPTEMBER, 1980 by M. E. SALEDA, Vice President and MORRIS J. WATSKY, Assistant Secretary, respectively of F & R
BUILDERS, INC., a Florida corporation, on behalf of the corporation

Edua Como Oct Notary Public, State of From

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires Jan. 30, 1982.
Bonded by American Fun & Casselly Company

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation Not For Profit, do hereby signify their approval of the foregoing First Amendment.

Signed, Sealed & Delivered in the Presence of:

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER , 1980, by ROBERT C. BIGHAM as President and JOHN T. LANE, as Secretary of FOX CHASE CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Jan. 30, 1982

> RECORDED IN OFFICIAL REC OF DADE COUNTY, FLORIGI RECORD VERIFIED RICHARD P. BRINKER.

DEC AUG 20 PH, 1: 14

RE 10845 PG 1694

80R218114

THIS DECLARATION, made this 19th day of AUGUST, 1980, by F & R BUILDERS, INC., (the "Developer"), a Florida corporation, which hereby declares that the real property described (hereinafter referred to as "FOX CHASE") is and shall be held, transferred, covenants, conveyed and occupied subject to the easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to Fox Chase Property Owners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibits "B" and "C", respectively.
- B. "Developer" shall mean and refer Florida corporation, and its successors or assign acquires the Undeveloped Parcel of Fox Chase from the Developer for the purpose of development and is designated as such by F & R Builders, Inc.
- C. Fox Chase or "Property" shall mean and refer to all such existing properties and additions thereto or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in Exhibit "A".
- D. "Unit" shall mean and refer to any residential living unit in Fox Chase either presently existing or hereafter constructed, regardless of the form of existing ownership thereof.
- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.
- F. "Recreation Parcels" shall mean property, described in Exhibit "A-1" here to. (which is a portion of the property described in Exhibit "A"), together with improvements owned by the Developer (and Association) and shall be used for the common benefit and enjoyment of the members of the Association.
- G. "Common Driveway and Parking Area" shall mean and refer to that part of the Property now or hereafter actually used and paved for vehicular access and striped and designated for parking for the owners of Units in Fox Chase and said parking area is defined to mean all assigned or unassigned parking spaces. "Common Drive" is legally described in Exhibit "D" attached hereto and made a part hereof.
- H. "Undeveloped Parcel" shall mean and refer to the real property described in Exhibit "A-2" hereto; which is presently an unimproved parcel of land situated in Fox Chase (and is a portion of the Property described in Exhibit "A") which Developer may develop, but is not obligated to, develop for residential use in the future.
- I. "Green/open areas" shall mean and refer to that part of the Property now or hereafter actually used and designated as the green and open areas for the owners of units in Fox Chase condominium project and which will contain grass, shrubbery, trees and other structures, for the benefit, use and enjoyment of the members of the Association. Said "Green/open areas" is legally described on Exhibit "A-3" attached hereto and by this reference made a part hereof.

THIS INSTRUMENT PREPARED BY: MCRRIS J. WATSKY, ESQ. 9555 North Kendall Drive Miami, Florida 33176 II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO; DELETIONS THEREFROM CFF 10845 PC 1695

Section 1. <u>Legal Description</u>. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described in Exhibit "A" hereto.

Section 2. Restrictions and Amendments. The Developer shall be entitled at any time, and from time to time, to plat and/or replat and/or to submit to condominium all or any part of the Property and to file restrictions and/or amendments of the Property not yet developed and/or submitted to Condominium.

III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Subject to the provisions below every Owner shall have a right of use and an easement of enjoyment in and to the recreational parcels, and the presently improved parts of the common driveway and parking areas (and all parts of the common driveway and parking areas and green/open areas which are hereafter improved) together with an easement for access to and from the recreation parcels and over and across the green/open areas which shall be appurtenant to and shall pass with the title to the property owned by such Owner, including Units, subject to the following:

- A. The right of the Association to take reasonably necessary to protect the recreation parcels, the common dirveway and parking area, and the green/open areas against foreclosure;
- B. All provisions of this Declaration and the Articles and By-Laws of the Association;
- C. Rules and regulations governing use and enjoyment of the recreation parcels, the common driveway and parking area, and the green/open areas adopted by the Association; and
- D. Restrictions contained on any and all plats of all or any part of the recreation parcels, the common driveway and parking area, and the green/open areas or filed separately with respect to all or any part or parts of the Property.
- E. The rights of the Developer, the Association or any condominium association created to manage any part of the land in Exhibit A hereafter submitted to condominium to designate the recreational parcels, common driveway and parking area and green/open area for exclusive use by Owners of Units in Fox Chase for purposes of vehicular parking.

F. Paragraph added by 10/0/80 AMD

Section 2. Recreation Parcels, Common Driveway and Parking Area, and Green/Open Areas. At such time as Developer conveys title to the last unit developed on the Property by Developer and subject to the provisions hereof, or such earlier time as Developer elects, Developer shall convey title to the recreation parcel, the common driveway and parking areas (including all assigned and unassigned parking spaces) and the green/open areas to the Association, which shall be obligated to accept such conveyance.

) See AMD 1914/80 IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Unit, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation The Developer, for each Unit owned by it Section 1. of Assessments. within Fox Chase (including Units the Developer may construct upon the Unimproved Parcel in the future) hereby covenants, and each Owner of any Unit (by acceptance of a deed therefor, whether or not is shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Unit(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Recreation Parcel and/or of the Common Driveway and Parking Area or by abandonment. Notice of a Unit Owner's default in obligations to the Association shall be given by the Association to the first Mortgagee of that Unit. Fox Chase Condominium No. 1 shall be responsible for 96/288 of the total cost of maintaining the recreation parcel and common driveway. The units located within Fox Chase Condominium No. 1 will be assessed on the basis of the percentage interest as more particularly described in Exhibit 4 to the Declaration of Condominium for Fox Chase Condominium No. 1. Subsequent phases (proposed Fox Chase Condominium No. 2 and Fox Chase Condominium No. 3) shall be responsible for their respective interests based on a fraction, the numerator which shall be the number of units in said phase

and the denominator of which shall be 288 units. Thus, if all three (3) phases of the Fox Chase Condominium Project are developed by Developer, then Fox Chase Condominium Project are responsible for 96/288 of the total cost of maintaining the recreation parcel and common driveway, Fox Chase Condominium No. 3 shall be responsible for 96/288 of said costs. Each unit in each phase shall be responsible for its percentage of its respective phase's cost as more particularly described in the Declaration of Condominium for that phase with said percent interest being set forth in Exhibit 4 to said Declaration. Until such time as Developer shall construct units on the Undeveloped Parcel or any part thereof and waives its rights to remove them from the effect hereof only the number of existing units on the property (to-wit: 96) will be assessed and used as a basis therefor for the cost of maintaining the Recreation Parcel and Common Driveway and Parking Areas. At such time as units are actually constructed on the Undeveloped Parcel, and Developer waives its rights to withdraw them from the effect hereof, the actual number thereof shall be used for such purposes. There shall not be more than 288 units nor less than 96 units subject to the rights and obligations hereunder.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Fox Chase and in particular for the improvement, maintenance and lighting of the recreation parcel, common driveway and parking area, and green/open areas, and the lawn sprinkler systems throughout the Property subject hereto, and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Recreation Parcels, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Developers Assessment Guaranty. the annual assessment, excluding any special assessment for capital improvements or major repair, is hereby guaranteed to all Unit Owners by the Developer not to exceed \$30.89 for a Model 1 unit per month, \$23.20 for a Model 2 unit per month and \$32.98 for a Model 3 unit per month, for the first conveyance of title to a Unit in the Property and that thereafter it will not exceed 115% of the amount assessed to such Unit during the prior year each calendar year thereafter. This guaranty shall be in force only until the earlier (i) the date upon which a majority of the Board of Directors of the Association are elected by unit owners other than the Developer or (ii) such earlier date as Developer elects to terminate this guaranty and pay its proportional of the Association based upon the number of units owned by Developer. During the period of time this guaranty is in force and effect the Developer, as owner of such units, as are owned by it, shall be relieved from the obligation of paying its prorata share of assessments for expenses of the Association, but instead shall be obligated to pay to the Association all sums in excess of sums due from all unit owners other than the Developer which are necessary to pay the actual expenses of the Association. The Board of Directors of the Association (the "Board") shall fix the assessments, subject to the aforcsaid which shall be in amounts determined in accordance with the projected financial needs of of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at the uniform rate for each condominium in Fox Chase (i.e., Fox Chase Condominium No. 1, Fox Chase Condominium No. 2 and Fox Chase Condominium No. 3) based upon a fraction, the numerator of which is 1 and the denominator of which is the total number of units subject to assessments, the maximum of which will be 288.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

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Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each unit, and other portions of the Property, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association.

The lien of the Association shall be effective from and after recording, in the Public Records of Dade County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of liem is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. 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.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the rate of ten percent (10%) per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Unit(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lienof the assessments for which provision is herein made, as well
as in any other Article of this Declaration, shall be
subordinate to the lien of any first mortgage to a federal or
state chartered bank, mortgage company,
federal or state savings and loan association or real estate
investment trust which is perfected by recording prior to the
recording of a claim of lien for any such unpaid assessments by
the Association. Such subordination shall apply only to the
assessments which have become due and payable prior to a sale
or transfer of such Unit by deed in lieu of foreclosure of such
Unit or pursuant to a decree of foreclosure, and in any other
proceeding in lieu of foreclosure of such mortgage, provided
however, any such unit shall be liable, following such sale,
for a pro rata share of any unpaid assessments against such
unit accruing prior to such sale, in common with all other
Property. No sale or other transfer shall relieve any Unit
from liability for any assessments thereafter becoming due, nor
from the lien of any such subsequent assessment. The written
opinion of either the Developer or the association that the
lien is subordinate to a mortgage shall be dispositive of any
question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All of the Recreation Parcels and/or Common Driveway and Parking Area as defined in Article I hereof and not designated for vehicular parking appur tenant to a particular Unit.
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or lien.

Association shall actively undertake to responsibilities herein assigned to it to the Recreation Parcels, common driveway and parking area and green/open areas. Developer shall perform necessary maintenance functions therefor. Accordingly, so long as Developer in lieu of the Association, is performing such enforcement, rights and lien rights hereunder shall be held by Developer.

VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the recreation parcels, common driveway and parking area and green/open areas, the Association may provide upon any Unit(s) and/or residential building(s) containing such Unit(s) and/or residential building(s) containing such Unit(s) and/or residential building(s) containing such Unit(s) requiring same, when necessary in the Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Unit(s) within the residential building(s) upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Units involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Units in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Unit(s) and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit(s) or residential building(s) at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at anytime with only such notice as, under the circumstances, is practically affordable.

Section 1. Residential Uses. The property subject to these Covenants and Restrictions may be used for recreation, vehicular access and parking and related residential purposes, and for no other purpose. No business or commercial building may be erected and no business may be conducted on any part thereof.

Section 2. Common Driveway and Parking Areas and Green/Open Areas. As set forth in Section 1 hereof the 'common driveway and parking areas may be used for vehicular access and parking and related residential purposes, and for no other purposes; and the Property Owners Association shall have the exclusive jurisdiction over the assignment of parking spaces to the owners of Units in TheFox Chase Condominium Project. Similarly, the green/open areas may be used for recreation, access to and from one condominium to another and from one condominium to the recreation parcels, and other related residential purposes (which will be improved by the planting of grass, shrubbery and trees), The Property Owners Association may not reassign a previously assigned parking space without the consent of the unit owner who has been assigned said space and said unit owner's consent will not be unreasonably withheld. Since the common driveway and parking areas (which include assigned and unassigned parking spaces) and the green/open spaces are for the common benefit, use and enjoyment of all residents of The Fox Chase Condominium Project, the Property Owners Association may not convey, mortgage, pledge, assign, hypothecate or transfer in any manner the interests of the Property Association, in whole or in part, in said common driveway and parking areas and green/open areas unless 75% of the 288 units which may be members of this Association consent thereto.

Section 3. Rules and Regulations. The Association may, from time to time and at any time, promulgate such rules and regulations for the use of the Property as it may deem beneficial to the members of the Association.

Section 4. Nuisances. Nothing shall be done or maintained on any Unit which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

VIII APPROVAL OF MEMBERS, OTHER THAN DEVELOPER

Notwithstanding anything to the contrary set forth herein, the Association may not take the following actions without the prior written approval of two-thirds (2/3rds) of the members of the Association, other than the Developer:

- A. By act or omission, seek to abandon or terminate the Association, or the property.
- B. Change the prorata interest or obligations of any individual member for the purpose of:
 1 levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; or determining the prorata share of ownership of each member in Association property.
- C. Uze hazard insurance proceeds or losses to any Association property for other than repair, replacement or reconstruction of such Association property.
- D. Convey, mortgage, pledge, assign, hypothecate or transfer in any manner, the interests of the Association in whole or in part in the common driveways, parking areas, green/open areas and recreational facilities.

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IX. GENERAL PROVISIONS

Section 1. Duration and Remedies for Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, legal representatives, heirs, successors and assigns, for the lesser of (i) the period of time the improvements now located on the Property continue to exist thereon in substantially the same configuration now existing and are used for residential and related purposes, without a complete casualty or (ii) a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Units has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of expense of such litigation shall be borne of the subject property, provided results in a finding that such Owner was in violation of said include reasonable attorney's fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Dade County, Florida at the time of such mailing.

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. Except for Ar ticle VIII, Section 2, of this Declaration, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not of the voting interests of the membership, provided that so long as Developer is the owner of any Unit, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of this Association, no amendment will be effective without Developer's express written joinder and consent.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Dade County, Florida.

10845 pc 1702

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

COSCILLA

F & R BUILDERS, INC.

y: M. Saleta

ATTEST:

Assistant Secretary.

STATE OF FLORIDA) SS.

The foregoing Declaration of Covenants and Restrictions for Fox Chase was acknowledged before me this 19th day AUGUST, 1980, by M. E. SALEDA , Vice President and Assistant Secretary, respectively, of F & R BUILDERS, INC., a Florida corporation, on behalf of the corporation.

(Notarial Seal)

Notary Public State of Florada at 1000

My Commission Empires:
Notary Public, State of Florida at Line 7 VIV
My Commission Expires Inn. 30, 1982

fonded by American fire & Casualty Company

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2 of Block 1 of SUMMIT CHASE, according to the Plat thereof, as recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida.

EXHIBIT "A-1"

REE 10845 PG 1704

FOX CHASE

RECREATION THACT

LEGAL DESCRIPTION

A portion of Lot 2. Block 1, SUMMIT CHASE, according to the plat thereof recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of said Lot 2; thence S00°04'12"E along the East line of said Lot 2 for 159.21 feet; thence S89°55'48"W for 46.00 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning run S00°04'12"E for 74.44 feet; thence S89°55'48"W for 20.00 feet; thence S00°04'12"E for 76.96 feet; thence due West for 82.36 feet; thence N30°00'00"W for 16.74 feet; thence due West for 110.00 feet; thence due North for 122.90 feet; thence N86°21'41"E for 220.99 feet to the Point of Beginning.

The above described property contains 0.6581 acres of land, more or less.

Prepared for: F & R Builders, Inc. July 17, 1979
Job No. 76-5041

Prepared by:
Jack Mueller & Associates, Inc.
Civil Engineers & Land Surveyors
9450 Sunset Drive, Suite 200
Miami, Florida 33173

RE 10845 pc 1705

FOX CHASE

CONDOMINIUM NO. 2

LEGAL DESCRIPTION

A portion of Lot 2, Block 1, SUMMIT CHASE, according to the plat thereof recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of said Lot 2; thence S00°04°12"E along the East line of said Lot 2 for 505.52 feet; thence due West for 52.47 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning continue West for 92.33 feet; thence South for 92.00 feet; thence West for 92.33 feet; thence North for 92.00 feet; thence East for 92.33 feet; thence North for 100.00 feet; thence East for 92.33 feet; thence South for 92.00 feet; thence East for 92.33 feet; thence South for 92.00 feet; thence East for 92.33 feet; thence South for 92.00 feet; thence South for 92.00 feet; thence South for 92.00 feet; thence South for 69.00 feet; thence West for 12.00 feet; thence South for 15.50 feet to the Point of Beginning.

The above described property contains 1.0949 acres of land, more or less.

Prepared for: F & R Builders, Inc. July 10, 1979
Job No. 76-5041

Prepared by:
Jack Mueller & Associates, Inc.
Civil Engineers & Land Surveyors
9450 Sunset Drive, Suite 200
Miami, Florida 33173

PAGE 1 OF 2 PAGES

REC 10845, PG 1706

FOX CHASE

CONDOMINIUM NO. 3

LEGAL DESCRIPTION

A portion of Lot 2, Block 1, SUMMIT CHASE, according to the plat thereof recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northwest corner of said Lot 2; thence due South along the West line of said Lot 2 for 37.88 feet; thence S03°29'00"W along the said West line of Lot 2 for 148.14 feet; thence due South along the said West line of Lot 2 for 296.47 feet; thence due East for 72.00 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning continue due East for 92.00 feet; thence North for 92.33 feet; thence East for 100.00 feet; thence South for 92.33 feet; thence West for 92.00 feet; thence South for 100.00 feet; thence West for 15.50 feet; thence South for 12.00 feet; thence West for 69.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 92.00 feet

The above described property contains 1.0949 acres of land, more or less.

Prepared for: F & R Builders, Inc. July 10, 1979
Job No. 76-5041

Prepared by:
Jack Mueller & Associates, Inc.
Civil Engineers & Land Surveyors
9450 Sunset Drive, Suite 200
Miami, Florida 33173

PAGE 2 OF 2 PAGES

10845 pc 1707

All of Lot 2 of Block 1 of SUMMIT CHASE, according to the Plat thereof, as recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida, less and except the following described parcels:

1. A portion of Lot 2, Block 1, SUMMIT CHASE, according to the plat thereof recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northwest corner of said Lot 2; thence due South along the West line of said Lot 2 for 37.88 feet; thence S03° 29'00"W along the said West line of Lot 2 for 129.91 feet; thence due East for 70.89 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning continue East for 92.00 feet; thence North for 92.33 feet; thence East for 15.50 feet; thence North for 12.00 feet; thence East for 69.00 feet; thence South for 92.33 feet; thence East for 92.00 feet; thence South for 100.00 feet; thence West for 92.00 feet; thence South for 92.33 feet; thence West for 92.00 feet; thence South for 92.33 feet; thence West for 92.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 100.00 feet to the Point of Beginning.

-2. A portion of Lot 2, Block 1, SUMMIT CHASE, according to the plat thereof recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of said Lot 2; thence S00°04'12"E along the East line of said Lot 2 for 505.52 feet; thence due West for 52.47 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning continue West for 92.33 feet; thence South for 92.00 feet; thence West for 92.33 feet; thence North for 92.00 feet; thence East for 92.33 feet; thence North for 92.00 feet; thence East for 100.00 feet; thence South for 92.00 feet; thence East for 92.33 feet; thence South for 92.00 feet; thence East for 92.33 feet; thence South for 15.50 feet; thence East for 92.33 feet; thence thence South for 15.50 feet; thence South for 15.50 feet to the Point of Beginning.

3. A portion of Lot 2, Block 1, SUMMIT CHASE, according to the plat thereof recorded in Plat Book 106, at Page 82, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Northwest corner of said Lot 2; thence due South along the West line of said Lot 2 for 37.88 feet; thence \$03°29'00"W along the said West line of Lot 2 for 148.14 feet; thence due South along the said West line of Lot 2 for 296.47 feet; thence due East for 72.00 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning continue due East for 92.00 feet; thence North for 92.33 feet; thence East for 100.00 feet; thence South for 92.33 feet; thence East for 92.00 feet; thence South for 92.33 feet; thence West for 92.00 feet; thence West for 15.50 feet; thence North for 12.00 feet; thence West for 69.00 feet; thence North for 92.33 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 100.00 feet



Department of State

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

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

filed on the 13th day of August, A.D., 1980

The Charter Number is 753744.

Given under my hand and the Great Beal of the State of Florida, at Callahannee, the Capital, this the

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Secretary of State

CFR 101

FLORIDA - STATE OF THE ARTS

EXHIBIT "B"

ARTICLES OF INCORPORATION

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FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

I NAME

The name of this Corporation shall be FOX CHASE PROPERTY OWNERS ASSOCIATION, INC., sometimes hereinafter referred to as the "Association".

II PURPOSES

The general nature, objects and purposes of the Association are as follows:

- A. To promote the health, safety and social welfard of the owners of property within that residential area referred to as Fox Chase and described in the Declaration of Covenants and Restrictions for Fox Chase executed contemporaneously herewith by F & R Builders, Inc., and to be recorded in the Public Records of Dade County, Florida.
- B. To own and hold title to and maintain, repair and replace the improvements on the Recreation Parcels located in Fox Chase for which the obligation to maintain and repair has been delegated and accepted.
- C. To own and hold title to and to provide, improve, maintain, repair and/or replace the paving, street lights and other structures of the common driveway and parking areas and the grass, shrubbery and trees and other structures of the green/open areas in Fox Chase for the health, safety, convenience and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.
- O. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association and the capital improvements and equipment related thereto, in the recreational parcels, in the common driveway and parking areas and in the green/open areas of Fox Chase.
- E. To operate without profit for the sole and exclusive benefit of its members.
- F. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described; including, but not limited to, the promulgation of rules and regulations governing the use of the recreational parcels, the common driveway and parking areas, the green/open areas and the other residential areas of Fox Chase.

III GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

- B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the ourposes for which the Association is organized, including the enforcement of the aforesaid Declaration Of Restrictions and Covenants.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- Otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and main tenance of the condominium property and to authorize a management agent to assist the association in carrying out by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the association
- E. To fix assessments to be levied against the property subject to the Declaration of Covenants and Restrictions to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.
- F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.
- G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- A. Upon such affirmative vote as is required to do so under the laws of Florida to be merged with any condominium association subsequently formed to manage any condominium existing on any part of Fox Chase Project and act as and become a condominium association therefor.
- I. To accept and perform any functions of a condominium association existing within Fox Chase.
- J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

IV MEMBERS

- A. The members shall consist of the Property Owners in Fox Chase and all such Property Owners shall be members of the Association. There shall be two (2) classes of members, as follows:
 - 1. Class A Members. Class A members shall be all property Owners other than the Class B Member. Owners of Property shall automatically become Class A Members upon purchase of such Property.

its designee, successor or assignee as Developer of Fox Chase who shall remain a member so long as it owns property subject to the Declaration of Covenants and Restrictions for Fox Chase.

8. "Developer", "Owner", "Unit", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Fox Chase.

V VOTING AND ASSESSMENTS See AND 914 80.

- A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. In the case of the Developer it shall also have one vote for each of the possible 288 units which may be constructed on the Undeveloped Parcel. Until the Class B member no longer is a member of the Association, the Class A members shall have no right to vote at membership meetings. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Fox Chase or by law, the affirmative vote of the Owners of a majority of Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.
 - B. When unit owners other than F & R
 Builders, Inc., a Florida corporation (the "Developer") own fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than nor more than one third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than nor more than a majority of the Board of Directors three (3) years after sales by the Developer have been closed of fifty percent (50%) but less than ninety percent (90%), of the Units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately be operated by the Association have been completed, and some have been sold and none of the others completed, and some have been sold and none of the others have been offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which that the provider are Directors which Unit owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium and the Developer shall be entitled to elect not less than 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 percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association. After unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer. The Developer shall be under no obligation to manage or appoint its representatives to the Board of Directors, and may, at any time, relinquish any rights it has to do so and have its representatives on the Board resign.

Directors, Develor r may appoint advisory Directors from the Class A membership who shall participate in the affairs of the Board of Directors, but shall have no vote.

C. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for the Articles and By-Laws of the Association relating thereto.

VI BOARD OF DIRECTORS

12 The affairs of the Association shall be managed by a Board of Directors consisting of not more than (3) Directors. So long as Developer shall have the right to appoint the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by the Class B member so long as the Class B member has the right to appoint the Board of Directors. After the Class B member's right to appoint the Roard of Directors terminates, there shall be elected by the Class A members a board of Directors consisting of a number determined based upon the number of units in Fox Chase which are subject to the provisions of the Declaration of Covenants and Restrictions. The Owners of Units in each separate phase (each phase being either a separately submitted condominium regime or separately owned non-condominium parcel of Fox Chase project) of the property subject to the Declaration of Covenants and Restrictions shall elect at least one member of the Board of Directors. Any such phase with more than 98 units shall elect two such directors. Any such phase with more than 196 units shall elect three such directors. For any phase with For any phase with more than 288 units an additional director shall be elected by its members for each group of 98 units in excess of 288 units. Each director elected by Class A members shall serve for a term from the date of the meeting where he is elected until the next annual meeting. In no event can a Board member be appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any from office, and a successo time by the Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1980 and until their successors are elected or appointed and have qualified, are as follows:

Robert C. Bigham 9555 N. Kendall Drive Miami, Fla. 33156

Eileen Halloran 9555 N. Kendall Drive Miami, Fla. 33156

John T. Lane 9555 N. Kendall Drive Miami, Fla. 33156

VII OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1981 and until their successors are duly elected and qualified are:

President:
Vice President:
Secretary/Treasurer

Robert C. Bigham Eileen Halloran John T. Lane

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VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX. BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting & R Builders, Inc., a Florida corporation, or its successors or assigns as Developer of Fox Chase (as the same is defined in the Declaration of Covenants Fox Chase) shall be effective without written consent of said & & R Builders, or its successors or assigns, as Developer.

XI SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Robert C. Bigham 9555 N. Kendall Drive Miami, Fla. 33156

Eileen Halloran 9555 N. Kendall Drive Miami, Fla. 33156

John T. Lane 9555 N. Kendall Drive Miami, Fla. 33156

XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

- A. The Association hereby indemnifies any Director of officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:
- l. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful.

The termination of any such action, suit or proceeding by judgment, order, settlement, conviction of upon a plea of nolo contenders or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

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- 2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been quilty of gross neglicence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.
- B. The Board of Directors shall determine whether amounts for which a Director or officer were properly incurred and whether such acted in good faith and in a manner he casonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the majority vote of a quorum consisting of Directors by a Directors who were not parties to such action, suit or proceeding.
- C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.
- D. In no way shall this Paragraph relieve either the officers or members of the Board of Directors of the Association of their fiduciary responsibilities and relationship to the Association and its members in the event of improper action on their part.

XIII TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors of officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV DISSOLUTION OF THE ASSOCIATION

- A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:
 - 1. Real property contributed to the Association without the receipt of other than nominal consideration by the class B Member (or its predecessor in Interest), but excluding therefrom the Recreation Parcel which it is intended shall be distributed in the manner provided in 2 below, shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the part).
 - Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.
- B. The Association may be dissolved upon a resolution to that effect being recommended by three-forths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this lith day of AUGUST, 1980.

Signed, sealed and delivered in the presence of:

Margaret & Potts

Ma Consoly Yelangue K. Fotto

Edua Consolly
Edua Consolly

Robert C. Bignam

Elen Halloran

Eileen Halloran

John T. Lune

STATE OF FLORIDA COUNTY OF DADE

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The foregoing instrument was acknowledged before me thing the state of August 1980, by Robert C. Bigham, Eileen Halloran and John T. Lane

(SEAL)

Consolic State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires Jan. 30, 1982 Bonded by American Fire & County Company

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THAT, FOX CHASE PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal offices at 9555 North Kendall Drive, Miami, Florida, has named MORRIS J. WATSKY whose office is located at 9555 North Kendall Drive, Miami, Florida, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

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.

MORRIS J. WATSKY

OF

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

I DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for FOX CHASE executed contemporaneously herewith shall be used herein with the same meanings as in said Declaration.

II LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 9555 N. Kendall Drive, Miami Fla., or at such other place as may be established by resolution by the Board of Directors of the Association.

III VOTING RIGHTS AND ASSESSMENTS

- l. Every person or entity who is a record fee simple owner of a Unit, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit or other property which is subject to assessment.
- 2. Assessments and installments the eon not paid when due shall bear interest from the date when the rate set forth in the Declaration of Covenants and Restrictions for Fox Chase and shall result in the suspension of voting privileges during any period of such non-payment.

IV BOARD OF DIRECTORS

- 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.
- 2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

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EXHIBIT "C."

V ELECTION OF DIRECTORS:

- l. Nominations for the election of Board members may be made by a Nominating Committee if one is appointed by the
- 2. Director positions to be filled by Class A members shall be assigned to each phase of Fox Chase project and filled by vote of a majority vote of the owners of units in such phase present at a meeting for such purpose, assuming a quorum is present. The number of positions assigned to each phase is set forth in the Articles of Incorporation.
- 3. Petitions for nominees to Class A directorships shall be made from the floor by any Class A member and duly seconded by any other Class A member. Class A members shall only be entitled to vote for the director positions assigned to the particular phase within Fox Chase in which they own a unit and further have no right to vote upon, approve or disapprove the appointment of directors by the Class B members whose designation thereof shall constitute their appointment and election.
- 4. All elections to the Board of Directors, other than appointment by the Class B member, shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy. Each member may, in respect to each vacancy on the Board for which he is permitted to vote, cast one vote. Directorships shall be filled by a majority vote of the persons casting votes for the particular directorship.
- 5. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 1. The Board of Directors shall have power:
 - A. To call meetings of the members.
 - B. To appoint, remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing tontained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
 - C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
 - D. To appoint committees, adopt and publish rules and regulations governing the use of the Recreational Parcels, the Common Driveway, the Parking Area and Parking Spaces, and the Green/Open Areas or any portion thereof and the personal

conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

- enter into contracts for the maintenance of the condominium property and to authorize a management agent Association in carrying out it by performing such functions proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, common elements with funds as shall be made available by the association and its officers retain at all times the power by the condominium documents Act, including but not limited assessments, promulgation of fontracts on behalf of the association.
- f. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Covenants and Restrictions for Fox Chase Articles of Incorporation of the Association.
- 2. It shall be the duty of the Board of Directors:
 - A. To cause to be kept a complete record of all its acts and corporate affairs.
 - B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
 - C. With reference to assessments of the Association:
 - (1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
 - (2) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
 - (3) To send written notice of each assessment to every member subject thereto.
 - D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

VII DIRECTORS AND MEETINGS

- 1. The annual meeting of the Association small be held at 7:00 P.M. on the second Tuesday in June of each year at the principal office of the Association, unless some other time and/or place is designated by the Board commencing in 1981. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.
- 2. Notice of all meetings shall be given by the Secretary or other officer of the Association to each member (unless waived in writing). Each notice shall be written or

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printed and shall state the time and place of and purpose for which the meeting is called, and shall be delivered or mailed to each member not less than 14 days nor more than 60 days prior to the date set for the meeting. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not aholiday.

- 3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any two (2) Directors after not less than three (3) days notice to each Director. Special meetings of the Association may be called by the same persons who may call a meeting of the Board of Directors or by written request of persons holding thirty percent (30%) of the membership votes in the Association.
- 4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding os such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.
- 5. At any meeting of the Association a quorum shall consist of persons entitled to cast a majority of votes of the entire membership within the fox Chase Project and as to voting by the membership of a particular phase a quorum shall be persons entitled to cast a majority of votes within such phase.

VIII OFFICERS

- 1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.
- 2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.
- 3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.
- 4. All officers shall hold office at the pleasure of the Board of Directors.
- 5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

- 6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.
- 7. The Secretary shall be ex officion the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.
- 8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.
- 9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

IX BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member.

X' SEAL

The Association shall have a seal in circular form having within its circumference the words: FOX CHASE Property Owners Association, Inc., not for profit, 1980.

1 X AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a buly constituted meeting of the Board of Directors except that no amendment

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affecting Developer shall be effective without Developer's written consent.

CERTIFICATE

The foregoing were adopted as the By-Laws of Fox Chase Property Owners Association, Inc., a corporation not for profit, under the laws of the State of Florida, on August 19, 1980, 1980.

Bigham, President Robert

Secretary

ELCHARD P. BRINKER.