

**FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.**  
**FOX CHASE CONDOMINIUMS 1, 2, & 3**  
**8605 NORTH WEST 8TH STREET**  
**MIAMI, FLORIDA 33126**

**TABLE OF CONTENTS**

General . . . . .	1
Tennis Court Usage Rules . . . . .	6
Swimming Pool Usage Rules . . . . .	7
Use and Basic Responsibilities . . . . .	8
Safety . . . . .	9
Security . . . . .	10
Trash . . . . .	10
Architectural Control . . . . .	11
Parking . . . . .	13
Hurricane Preparation . . . . .	14
Pets . . . . .	14
Sale or Lease . . . . .	16
Recreation Facilities and Common Elements . . . . .	18
Burglar Alarm . . . . .	18
Maintenance Fee Assessment . . . . .	19
Rules for Clubhouse Usage . . . . .	20
Owner Information . . . . .	20
Children . . . . .	20

**FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.**  
**FOX CHASE CONDOMINIUMS 1, 2, & 3**  
**8605 NORTH WEST 8TH STREET**  
**MIAMI, FLORIDA 33126**  
**(305) 264- 3644**

**SEPTEMBER 28 ,1994**

**RULES AND REGULATIONS**

As published and recorded as part of  
The Fox Chase Condominium Documents  
and

Other policies and rules as published and approved  
and

Clarification of those rules and regulations  
and

Establishing new House Rules

**GENERAL**

1. The green areas and walkways in front of the condominium units and the entrance-ways to the condominiums units shall not be obstructed permanently or used for any purpose other than ingress to and egress from the condominium units.
2. The exterior of the condominium units and the balconies, terraces, storage areas and all other areas appurtenant to a condominium unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No article shall be hung from the doors or windows or placed upon the outside window sills or balconies of the condominium units.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except in any areas specifically designated by the Board of Directors.

5. No owner shall make or permit any noise that will disturb or annoy the occupants of any of the condominium units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

6. Each owner shall keep his condominium unit clean and in a good state of repair. No owner or occupant shall sweep or throw, or permit to be swept or thrown, therefrom or from the doors or windows thereof, or from the balconies, any dirt or other substance.

7. No shades, awnings, windows guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association, which may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Association, acting through its initial Board of Directors, has designated the color, type and specifications for all drapery liners to be used in all draperies which are exposed in any way to view from areas outside of any condominium unit. Guidelines are available from the Association upon request. Also, hurricane shutters may be installed provided these are approved by the Board and provided they comply with the Association's established guidelines.

8. Each condominium unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by (a) removing all furniture, plants, and other objectives from his balcony or terrace, and (b) designating a responsible firm or individual satisfactory to the Association to care for his condominium unit, should the unit suffer hurricane damage. Such firm or individual shall contact the Association for permission to install or remove hurricane shutters.

9. No sign, notice or advertisement shall be inscribed or exposed on or at any window, or other part of the condominium units except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium units without similar approval.

10. All garbage and refuse from condominium units shall be deposited with care in garbage containers which shall be kept in such locations as the Association shall direct. Garbage, trash and other refuse which cannot be thrown down the designated trash chutes shall be deposited in the trash rooms on the ground level,

so that no unit owner's garbage or refuse shall be or become a nuisance or annoyance to any other owner. Residents not complying with these provisions will be charged for any required cleanup.

11. Water-closets and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown in same. Any damage resulting from misuse of any water-closet or other apparatus shall be paid for by the owner whose condominium unit it shall have been caused.

12. No owner shall request or cause any employee of the Association to perform any private business of the owner.

13. No radio or television aerial or antenna shall be attached or hang from the exterior of the condominium units or the roofs thereon. The developer has provided a master television system to which each unit is connected, and no other television antennas shall be permitted. The Cost of maintaining the master television antenna system, which is declared to be a common element, shall be a common expense of the Association. No owner shall modify or add outlets to the television antenna system without prior written approval of the Association.

14. The agents of the Association and any contractor or workman authorized by the Association may enter any condominium unit, balcony or terrace at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of the Condominium, By-Laws of the Association, or management agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.

15. All owners who will be absent from their condominium unit shall provide for emergency access to their unit by the Association, to be used solely in the event of an emergency. An absentee owner shall leave the name and phone number of any individual or responsible firm with a pass key to their unit, or shall leave a pass key with the Association (or Management Company of the Association). In the event of an emergency, such as fire or water pipe problems, the protection of life and property may depend upon being able to enter a particular unit.

16. All repairs, renovation and painting or other maintenance required or permitted to be done by the condominium unit owner

shall be accomplished or performed only by personnel or firms approved by the Association.

17. No vehicle belonging to an owner or to a member of the family or to a guest, tenant or employee of an owner, shall be parked in such manner as to impede or prevent ready access to another owner's unit, or limited common elements or other parking spaces. The owners, their employees, servants, agents, visitors and licensees and the owner's family, will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No unit owner shall store or park or leave boats, trailers, trucks, campers or any commercial vehicle on the condominium property. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. The Developer of the condominium has made initial assignments of vehicle parking spaces to unit owners. Future changes in assignments of parking spaces may be made by the Board of Directors in accordance with such rules and regulations and priorities as the Board of Directors shall adopt from time to time.

18. The owner shall not cause or permit the blowing of any horn from any vehicle of this own, or which his guests or family shall occupy, anywhere within the condominium property.

19. No owner shall use, or permit to be brought into the condominium property or units, any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed hazardous to life, limb or property.

20. No owner or resident shall be allowed to put his name on any entry of the condominium units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Association for such purposes.

21. Any damage to buildings, recreational facilities or the common areas or condominium equipment caused by any resident or his guests shall be repaired at the expense of the owner who has himself, or whose guests or family have caused the damage.

22. Complaints regarding management of the condominium units and grounds or regarding actions of other residents shall be made in

writing to the Association.

23. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.

24. The recreation areas are solely for the use of the condominium residents and their invited guests. Those who swim in the pool and utilize the other recreational facilities shall do so at their own risk. The Association shall not be liable for any personal injury, loss of life or property damage of any kind caused or arising from the use of the recreational facilities.

25. The use of the swimming pool, pool area and recreational facilities, permitted hours of use, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted on the property. The current pool, tennis court and clubhouse regulations are provided in subsequent pages of this document.

26. The use of the Clubhouse for private functions, parties, meetings, etc., requires the prior approval of the Association. An application for use, which includes the rules and requirements may be obtained from the office. Reservations must be made through the office.

27. Since the Property Owners Association owns all the parking spaces in the Fox Chase Condominium project, the Association shall have the right to assign the parking spaces to be used only by the owners and guests of the unit to which the space is assigned. Said assigned parking spaces may be reassigned only with the consent of the unit owner, however, the unit owner's consent will not be unreasonably withheld. The Association may also designate certain parking spaces for the common use of all residents of the Fox Chase Condominiums.

28. These Rules and Regulations may be modified, added to or repealed at any time by the Board of Directors.

29. The Board of Directors may levy a fine against a unit owner or tenant for violation of any provisions contained in these Rules and Regulations as further provided in the Declaration of Condominium, as amended.

30. Moving in or out of the community may only be scheduled during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday or 9:00

a.m. to 1:00 p.m. on Saturdays. Moving of furniture, personal property or any other items is strictly prohibited unless it is scheduled during these hours. The owner or tenant must notify the Association office and obtain written permission from same prior to scheduling the move.

### TENNIS COURT USAGE RULES

1. The tennis courts are for the use of Fox Chase residents and guests accompanied by the resident.
2. Identification must be carried at all times and presented upon request of management or other residents.
3. The courts are to be used for TENNIS ONLY! Other ball games, skating, bicycles, etc., are strictly prohibited due to the potential for damage to the courts.
4. Tennis shoes are required when using the courts.
5. Use of a court is limited to one hour when others are waiting to use the court. The one hour limit applies to all members of the party using the court.
6. No food is permitted on the courts. Only beverages in non-breakable containers are permitted on the courts. It is the responsibility of the users to dispose of all beverage containers when they finish using the court.

### SWIMMING POOL USAGE RULES

1. The pool is for the use of Fox Chase residents and guests accompanied by the resident. A maximum of four (4) guests per unit is permitted.
2. The pool is open for general use according to posted rules from 7 AM until 10 PM every day.
3. Children under age 12 may use the pool only if accompanied by an adult.
4. Identification must be carried at all times and presented upon request by management or another resident.
5. A shower must be taken before entering the pool and suitable swimming attire must be worn at all times in the pool area.

6. No food is allowed in the pool area. Only beverages in non-breakable containers are permitted on the pool deck.
7. No tossing (ball, frisbee, etc.) games running, roller skating, or bicycle riding is permitted on the pool deck.
8. Listening to radios or tape recorders is permitted only through ear-phones. Musical instruments are not permitted on the pool deck.
9. No animals are permitted in the pool or in the pool area.
10. Rafts are not permitted in the pool. Only inflatable lifesaving devices worn on or around the body are permitted.
11. Swimming and lounging in the pool area is at your own risk. No lifeguard is on duty.

#### CONDOMINIUM UNIT USE AND BASIC RESPONSIBILITIES

1. The condominium unit shall be used only as a single family residence only.
2. No separate part of a unit may be rented, and no trade, business, professional or any type of commercial activity may be conducted from any unit.
3. A unit may not be divided or sub-divided for sale or lease.
4. A resident may not make any use of a unit which violates any laws, ordinances or regulations of any governmental body having jurisdiction thereof.
5. A resident may not permit anything to be done or kept in his unit which will increase the insurance rates on the unit, common elements or any portion of the condominium, or which will obstruct or interfere with the rights of any other residents.
6. A resident may not speak, sing, play a musical instrument, operate a radio, phonograph, television or sound amplifier, or create or cause to be created, any noise or sound in such a manner or at such a level as to disturb or annoy other residents.

7. A resident may make no repairs to plumbing or electrical wiring within a unit except by employing a properly licensed plumber or electrician. Plumbing and electrical repairs made within a unit shall be the financial responsibility of the owner of the unit.

8. The interior of the unit may not be altered in any manner which will affect the structural elements of the building or its electrical, mechanical, plumbing or air-conditioning systems, or any of the common or limited common elements, without prior, written consent of the Association. Requests for architectural repairs and alterations must be applied for in writing addressed to the Board of Directors in time to allow for consideration and approval before the work begins.

9. The owner or resident shall allow the Board of Directors or agents or employees of the Association to enter the unit for the purpose of maintenance, inspection, repair, replacement or improvement within the unit or common elements, or in case of emergency threatening the unit or the common elements, or to determine compliance with the provisions of the condominium documents or the rules and regulations. Except in the case of emergency entry will be made by appointment with the resident.

10. A resident shall maintain in a clean and sanitary manner and in good repair, the unit and all interior surfaces within or surrounding the unit, including the walls, ceilings and floors, whether they are a part of the unit or of the common elements, and shall maintain and repair all fixtures, plumbing and appliances therein, and pay for any utilities separately metered to the unit.

11. Residents shall abide by any regulations regarding children as may be established from time to time by the Association.

12. Residents are prohibited from maintaining a washing machine or dryer in the unit without the expressed written consent of the Board of Directors.

## SAFETY

1. The parking areas, sidewalks, entrances, passages, elevators, vestibules, stairways, halls, corridors and all common and limited common elements must not be obstructed or encumbered or used for any purpose other than for parking or ingress and egress to the premises. No carriages, plants, bicycles, tricycles, scooters, roller skates, wheeled toys, toys, benches, chairs, tables or other

objects of a similar nature be stored in such areas.

2. Children may not play or loiter in halls, stairways, elevators, streets, parking areas, or other public areas.

3. All personal property of residents shall be stored within the condominium unit.

4. No garbage cans, supplies, milk bottles or other articles may be placed in halls, on balconies or on staircase landings, nor may any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any window, door or balcony, or exposed on any part of the common or limited common elements.

5. Fire exits shall not be obstructed in any manner, and the common and limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

6. A resident shall not allow anything to fall from a window, door or balcony, nor throw from he premises any dirt or other substances into the corridors, halls or balconies, elevators or anywhere in the building or on the grounds.

7. No flammable, combustible or explosive fluid, chemical or substance shall be kept in a unit or on the common or limited common elements, except as are required for normal housekeeping use.

8. No cooking shall be permitted on any patio, terrace, balcony or common or limited common areas.

## SECURITY

1. Police or fire Emergency should be called first at 911 (or station 3 at \_\_\_\_\_). Security problems, including trespassers and suspicious persons or vehicles and acts of vandalism, should be reported immediately to Metro Policy and then to the Association office.

2. Solicitors are not permitted on the condominium property at any time, except by individual appointment with residents. Handbills

should be forwarded to the Association Office.

3. A supplement to these rules may be found in the "Post Orders" as published \_\_\_\_\_ . They may be found in the "Post Orders & Emergency Action" guide for the guards, copy located in the Association Office.

4. All residents must comply with guard instructions.

#### TRASH

1. Trash and garbage shall be secured in plastic bags and deposited into the chutes in the trash rooms located on each floor.

2. Trash and garbage shall not be left on the floor of a trash room nor outside of trash containers, nor shall any resident allow any rubbish, refuse, garbage or trash to accumulate in places other than the appropriate containers, so that each unit, the common and limited common elements shall at all times remain in a clean and sanitary condition.

#### ARCHITECTURAL CONTROL

1. The following shall not be altered, modified, changed, repaired, replaced, decorated, removed, added to, extended, enclosed or painted without prior written consent of the Association. Common elements, limited common elements, any outside or exterior portion of the building or condominium unit, or other exterior areas appurtenant to a condominium unit, including but not limited to balconies, patios, terraces, parking areas, balcony walls, ceilings, railings and doors.

2. The following shall not be installed, erected, attached to, constructed, exhibited or displayed on the common elements, limited common elements, or other exterior areas appurtenant to a condominium unit: Awnings, patio covers, screens, shades, fences, gutters, canopies, window guards, jalousies, enclosures, light reflective material, radio or television, or citizen band radio broadcasting or receiving devices, aerials or antennas, landscaping features, ventilators, fans, air conditioning or dehumidifying devices, wiring, lighting, curbs, sidewalks, brick, tile, chattahoochee, concrete slabs, decorative or security bars or gates, wood decks or walls, or flag poles. However, hurricane shutters may be installed provided these are approved by the Board and provided they comply with the Association's established

guidelines.

3. The following shall not be hung, exhibited, displayed, painted, inscribed or affixed in, on or upon the interior of a unit, including windows and/or sliding glass doors, in such a manner as to be visible from outside of the unit, without prior written consent of the Association: Signs, notices, advertisements, decorations, laundry garments, towels, solar film, flags, foil, paper, paint, or other objectives, except for (standard) draperies, blinds, shades or other suitable window coverings.

4. No unit entrance may change with tile, brick, wood, paint or other cosmetic improvements. Rugs and mats may not be placed outside the condominium unit entrance doors without prior written consent of the Association. Brown turf-like masts will be permitted.

5. Installation of extra load electrical or plumbing equipment is not authorized. Such equipment would include but not limited to washer, dryers, hot tubs and whirlpools.

6. In accordance with Chapter XIII, Paragraph C, of the Declaration of Condominium which states that the owner is responsible for the maintenance of the limited Common Elements, and in particular for patios or balconies, for keeping such common elements in "clean and orderly condition", the following rule is promulgated to simplify compliance.

ITEMS ALLOWED ON PATIOS ARE AS FOLLOWS:

1. Patio furniture (outdoor furniture). No appliances or indoor furniture will be allowed.
2. Plants arranged in an attractive manner, which can be easily removed in the event of a storm.
3. Bicycles so long as they are neatly stored.

ITEMS NOT ALLOWED ON PATIOS:

1. Cartons, boxes or any type of storage containers.
2. Loose building materials (boards, etc.)
3. Garbage containers of any kind.

4. Cleaning materials or implements of any kind.
5. No shopping carts of any kind.
6. No toys will be stored on balcony (patio).
7. No animal shelters of any kind will be permitted on balcony.
8. No boats of any kind will be permitted on balcony.
9. No motorcycles will be permitted IN THE BUILDING or on balcony.
10. No clothing or material of any kind will be hung on the balcony to dry.
11. Nothing unsightly will be allowed on the balconies. This includes any items which will cause the exterior of the building to look shabby, littered or messy.

#### PARKING

1. Parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. Parking is only permitted in properly designated parking spaces, and no vehicle may park on any other common or limited common area, including but not limited to grass and walkways. Any automobile improperly parked in a space reserved for any condominium unit owner will be towed away at the automobile's owner's expense. Illegally parked vehicles will be towed at owners expense.
2. A resident shall use only the parking space specifically assigned to his/her unit.
3. A number of guest spaces have been provided throughout the community for use by guest and visitors. Parking in a guest space must not exceed 24 hours.
4. Parking in assigned, unassigned, or guest spaces shall be limited to passenger vans (not to exceed 18 feet) and motorcycles.
5. Boats, boat trailers, trucks, commercial vehicles and all other vehicles not specifically authorized herein shall not be permitted in any parking space.
6. No vehicle which cannot operate on its power or which has an

expired license plate or inspection sticker, or which has no license plate, shall remain on the condominium premises for more than twenty-four hours and no repair of vehicles shall be made on the Condominium premises.

7. No vehicles may be repaired on the property.
8. All vehicles must be insured according to the minimal required by local and state requirements.
9. No vehicle may store or contain any explosive or inflammable material, except normal operating fuels and amounts as listed in the standard handbook of the vehicle and contained within the regular vehicle fuel tank.
10. Any vehicle leaking fluids, oils, fuels or chemicals of any type will be removed immediately from the project. Protection of the parking and driveways will be the responsibility of the owner. Any asphalt, sod, sewer system, or any other common or limited common elements, or private property damage will be charged to the owner.
11. Any vehicle not in legal operating condition, not properly insured, missing body parts, having added parts and equipment to over improve (such as racing equipment), or body paints that indicate a commercial vehicle shall be restricted from the project or towed at the owner's expense.
12. All vehicles will only use the driveways, roadways, parking roads and streets to move vehicles to and from the entrance/exit gate and the appropriate parking spot. They will not exceed 5 MPH. Nor drive in an unsafe way.
13. No vehicles shall be washed on the property at any time.

#### HURRICANE PREPARATION

1. Each unit owner or resident who plans to be absent from the unit during hurricane season must prepare his or her unit prior to departure by: (a) removing all furniture, plants and other objects from the terrace/patio area, (b) designation of a responsible firm or individual to care for the unit should the unit suffer hurricane damage. and (c) Notifying the Association Office in writing of the name and telephone number of such firm or individual.
2. Hurricane or storm shutters may not be installed without prior written consent of the Association.

3. Each resident is responsible for their unit in such an alert they will prepare their unit for the storm to protect it as recommended by those agencies that issue storm warnings. Each resident will follow the warnings and comply as instructed. This will include protection of vehicles as well.

### PETS

1. No resident may keep any pet or animal on the condominium property except with the prior written consent of the Association and in accordance with the Rules and Regulations and additional rules as may be adopted from time to time by the Association. The recorded Declaration of Condominium, as amended, prohibits the keeping of pets in the condominium except for fish kept in aquariums of not more than 25 gallons.

#### 2. GRANDFATHERED-IN PETS:

The pets which have been previously approved by the Board of Directors and which do not constitute a nuisance, may be kept on the premises but may not be replaced upon their death or other removal from the community. In order to be thus grandfathered in, all owners must register their pets within thirty (30) days from the effective date of these regulations. Any pet which has not been duly registered with the Association shall be deemed unapproved and subject to immediate removal. Those pets which have been properly registered and grandfathered in must also comply with the following Rules and Regulations:

(a) Only dogs and cats twenty (20) pounds and under are allowed in the condominium property. Not more than one (1) dog or one (1) cat is allowed in a unit at any one time.

(b) Each condominium resident who owns or maintains a grandfathered in pet shall indemnify the Association and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property against animal attacks or bites or any other incidents in connection therewith of like character. No owner shall be permitted to keep a pet upon the condominium which shall become obnoxious or which will create a nuisance to any other resident. It will be the sole responsibility of the resident to clean up after his or her pet.

(c) The pet will not be allowed out of the unit or building unless it is in custody of the owner and on a leash not to exceed four (4) feet in length, or carried.

(d) The pet will be walked off the premises of the building and the pet will curbed in the street gutter on in such area as may be designated by the Association. POOPER SCOOPERS ARE REQUIRED FOR REMOVAL OF ANIMAL WASTES.

(e) The unit owner shall be liable for any damage to the building, grounds, flooring, walls, trim, finish, titles, carpeting, stairs, etc., caused by the pet, and the unit owner must pay all costs involved in restoring any damage to any part of the condominium property or private property.

(f) The unit owner shall be financially responsible for any person injury or property damage caused to any other unit owner, occupant, guest, employee or vendor of the building or to any member of the public, by the pet.

(g) The resident shall put the pet out to board at his or her own expense should it be necessary because of any noise, barking, or damage to the building and/or grounds or any reasonable complaints from other residents.

(h) No pet or animal may be kept by any resident on any part of the condominium property which constitutes a nuisance and which unreasonably interferes with the quiet enjoyment of the premises by other residents.

(i) All pets will be in good health and have the necessary shots, licenses, and any other certificates required by any governmental agencies. Should the Association request proof of licenses, certificates, photographs, and/or medical reports, then the owner will furnish the Association with those reports in a timely manner. Should the Association request a medical report on the pet, then the owner will furnish a medical report from a Florida licensed veterinarian, currently dated, at the expense of the owner. If the Association request verification of weight of the pet, the medical report should also list the weight of the pet.

(j) Pets may not be kept for breeding or other profit ventures within the condominium.

(k) No resident shall feed or permit to be feed any pets or animals on common elements of the property.

#### SALE OR LEASE

1. A condominium unit shall not be sold, transferred, leased or rented except as permitted in the Declaration of Condominium. Any

attempt to sell, rent, or lease a unit without prior approval of the Association shall be deemed a breach of the Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee.

2. The Association shall not be obligated to approve or consent to the sale, transferred, leased or rented except as permitted in the Declaration of Condominium. Any attempt to sell, rent, or lease a unit without prior approval of the Association shall be deemed a breach of the Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee.

3. Should a unit owner wish to sell, transfer, lease or rent his/her unit, he/she shall, BEFORE accepting any offer to sell transfer, lease or rent the unit, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he/she has received and wishes to accept. The name and address of the person(s) with whom the proposed sale, transfer, lease or rental is to be made, and such other information as may be required by the Board of Directors. Prior to tenants occupying a unit, the Board of Directors must received and approve a "tenant Application Form" and "Request For Approval of Rental Form". TENANTS MUST ACKNOWLEDGE RECEIPT UNDERSTANDING RULES.

4. No unit owner may enter into a lease agreement for a unit unless the term of said lease is six months nor more than twelve months. Units may be leased no more than once each calendar year. Owners are responsible to provide rules to tenants and to ensure they abide by same.

5. Upon the sale or transfer of a unit pursuant to the approval of the Association, the purchaser shall within ten (10) days of such transfer, provide the Association with a copy of the recorded warranty deed and closing statement.

6. In event of any violation by the tenant, his family, guest or invitee, of the rules and regulations of the Association, or any provision of the Declaration of Condominium, such violations shall be deemed a breach of the lease, whether oral or written, under which the tenant hold possession of the condominium unit and the Association shall be deemed a third party beneficiary of said lease for the purpose of enforcing the rules and regulations and terms and conditions of the Declaration of Condominium.

7. Prior to moving in or out of the unit, the resident/new occupant should contact the Association office to schedule the move. [See rule #30, Page 6].

8. The number of occupants per unit is restricted to: for a one bedroom unit, no more than two (2) occupants; for a two bedroom unit, no more than four (4) occupants and for a three bedroom unit, no more than six (6) occupants.

9. When a unit is to be occupied by Immediate family members of the owners, not on a lease basis, the owner must inform the Association of such intention, sign an affidavit attesting to the relationship, and have the prospective resident fill a "Resident Information Sheet" to furnish the Association with the required information.

10. The Association shall charge a \$50.00 screening fee for processing a sale or lease application, and further, the Board of Directors has the right to require a security deposit for the protection of the common elements from an owner as a condition to permitting the renting of the unit.

#### RECREATION FACILITIES AND COMMON ELEMENTS

1. Each resident shall observe all Rules and Regulations concerning the use of the recreation facilities.

2. Refuse containers shall be used for the disposal of trash, and the pool and decks shall be left in a clean condition at all times.

3. Guests must be accompanied by a resident when using the recreation facilities.

4. Unit owners are responsible for any damages caused to the recreation facilities by themselves, their family, guest, invitee, servants, lessee and persons who are on the premises because of the unit owner.

5. TENNIS (see tennis and court rules in this document).

6. SWIMMING POOL RULES (see swimming pool rules in this document).

7. Children (minor) must be accompanied by an adult.

8. Trash and litter should be placed in proper refuse containers in areas such as common element rooms in the building, mail rooms and laundry rooms and common element areas outside the buildings as the parking lot and walkways.

9. Certain areas are "off-limits" and owners, occupants,

residents, guests, are restricted to areas as the elevator rooms, meter room, storage rooms, machinery and equipment areas, and the roof areas. Should repairs and service companies need access to these areas, they will need to contact the Association office to gain entry.

10. Fences and walls are for controlling entry/exit and will not be climbed, jumped or scaled.

11. Landscaping will be respected and not damaged by pulling, digging, cutting, chopping, placing chemicals or toxic substances on the grass, shrubbery, or trees. Climbing trees is strictly prohibited.

#### BURGLAR ALARM

1. Installation of a burglar alarm systems may be permitted with prior written consent of the Board of Directors, providing the exterior portion of the system blends with the architectural design and decor of the community, and the installation of alarm boxes and/or horns is as inconspicuous as possible.

2. Association Office must be advised of the name and phone number(s) of a local persons that will be available to turn the alarm off should it begin ringing. Owners with car alarms should provide the same information to the office.

3. In event no local contact person or number is available, the Association office will make whatever arrangements are necessary in order to silence the alarm, at the unit or on the cars (to include towing) at the owners expense.

#### MAINTENANCE FEE ASSESSMENT

1. Maintenance fees are due on the first (1st) day of each month payments not RECEIVED on the 15th day of the month will incur a late charge. If the 15th falls on a weekend or holiday, payments must be received on the last working day prior to the 15th. The Association will furnish each unit an address that the payment will be mailed or delivered along with a coupon, invoice, or billing statement. Should the owner not have any payment information, they should deliver the payment to the Association office.

2. Payments should be by personal checks, cashier's check or money order made payable to the FOX CHASE CONDOMINIUM. (1, 2, OR 3) ASSOCIATION, INC. The account number and unit address must appear on the face of the check or money order.

3. Receipts will not be issued for maintenance fee payments as the cancelled check or money order will be considered the receipt .

4. Inquiries regarding the status of an account must be made by the owner or their agent by phone or in writing, with reference to the account, to the Associations Accountant.

5. Special Assessments will fundamentally comply with the same procedures as the maintenance fee collections. In the event there are changes, the owner will be notified.

6. Returned checks will have bank and service charges applied to the unit account. The check must be replaced immediately or the Association will begin legal action.

7. Delinquent accounts (any account not current after the first of the month when due) are subject to late charges, interest, collection charges, fees, attorney's cost, court costs or any other collection expenses. The Association has the right to lien and foreclose, and take other action to collect the delinquent account. The owner is responsible for any charges incurred by the collection procedures.

#### RULES FOR CLUBHOUSE USAGE

1. The Clubhouse is available for rental to unit owners, with their approval-their tenants, for a use charge and a security deposit. Advanced notice and Rental Application Forms and Lease are required.

#### OWNER INFORMATION

1. Each owner is responsible to furnish the Association their current mailing address, phone numbers, emergency contacts or agents, occupants living in the unit, automobiles and their tag numbers and other information that may be needed for operations of the Association. Each owner is responsible to report any changes to the Association Office as soon as possible.

2. Each owner/resident or resident is responsible to report the failure of any association equipment to the Association Office.

3. Anyone observing a hazardous situation in the condominium, should report the situation to the Association Office (see security in this documents).

## CHILDREN

1. Children are the responsibility of their parents.
2. No non-resident child may come on the condominium property without a resident adult action as the host and accompanying that child. One resident child may not vouch for another non-resident child.
3. Since there are no play areas designated in the condominium, parents must take children to off-site parks or play areas.
4. Bikes, skates, skateboards, and other riding toys are restricted from usage except in the driveways and then only going to and from the entrance/exit of the project.
5. No child may play near the gate area. This area is designated as the area where vehicles are entering and leaving the project and to include the guardhouse.
6. Loitering, groups, or gangs of children are to discouraged.

(The foregoing Rules and Regulations have been adopted by the Board of Directors at its meeting on September 28, 1994. A copy of these revised Rules and Regulations shall be provided to all unit owners at the time of their adoption.)

1987 JUN 12 PM 3:33

87R225827

OFF REC 1331 PG 21

CERTIFICATION OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
FOX CHASE CONDOMINIUM  
NO.1 ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Fox Chase Condominium No.1 was recorded in the Official Records Book 10646 at Page 1383 of the Public Records of Dade County, Florida; and

WHEREAS, Fox Chase Condominium No.1 Association, Inc., is the entity responsible for the operation and administration of the common elements and meetings of the Association members of Fox Chase Condominium No.1 which includes the property subject to the Declaration and rules of the meetings as amended; and

WHEREAS, at a duly called and convened meeting of the membership of the Association originally held on September 22, 1986, and the members of the Association voted in excess of that required by Article XII (c), of the Declaration of Condominium approved an amendment to the Declaration as set forth below.

NOW THEREFORE, the undersigned hereby respectively certify that the Amendments set forth in Exhibit "A" are true copies of the amendment to the Declaration of Condominium as approved by the members (additions stated by underlining; deletions by "----").

WITNESS OUR SIGNATURES hereunto this 11 day of May, 1987, in Miami, Florida.

FOX CHASE CONDOMINIUM NO.1 ASSOCIATION, INC.

Attest:

Donald Klinger, Secretary

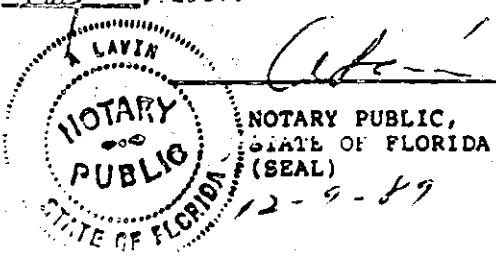
By: *Ed Velez*  
Ed Velez, President

STATE OF FLORIDA :  
COUNTY OF DADE : SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ed Velez and Donald Klinger well known to me to be the President and Secretary of the Fox Chase Condominium No.1 Association, Inc., a Florida Corporation, on behalf of the Corporation and that they acknowledged executing the same voluntarily under the authority duly vested in them by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 7th day of May, 1987.

My Commission Expires:



REC 13311 PG 22

AMENDMENTS TO  
THE DECLARATION OF CONDOMINIUM OF  
FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC.

(additions shown by underline; deletions shown by "----")

1. Article XVI (f) to delete portions of Section (F) and to Create Subsection (I) to read as follows:

F. Pets.

Pets shall never be (sic) allowed to run freely upon any of the Condominium property except within a Unit, or any Limited Common Elements adjacent and appurtenant to it, or when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it. All pets shall be walked only in that part of the Common Elements designated by the Association for that purpose. Any owner maintaining a pet upon the Condominium property, or whose guests, lessees or invitees bring any animal upon the Condominium property, shall be fully responsible for and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. If the Board determines, in its sole judgment, that any particular pet is a nuisance, it shall have the power to compel the owner thereof to remove said pet from the Condominium property.

- (i) All pets are prohibited upon recording of this amendment except fish in aquaria of not more than 25 gallons. Unit owners housing pets at the time of the passage of the amendment to this Article, shall not replace said pet in the event of loss of death of pet, or other removal of said pet from the unit.

2. Amendment to Article XIX to add additional language to Section (c) to allow the Association to accelerate assessments in the event a unit owner fails to make timely payments and to require that a unit owner who has a tenant and has failed to make assessment payments be precluded from receiving rental payments which would be paid directly to the Association:

- (c) In the event that a unit owner shall be default in the payment of an installment upon an annual assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the personal delivery of the notice to the unit owner, or if such notice be by registered or certified mail, not less than twenty (20) days after the mailing whichever shall occur first.

If a unit owner is late in paying his/her assessment the Association shall be entitled to collect up to a \$20.00 late fee plus interest at the highest rate permissible by law, attorney's fees and all costs of collection.

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his unit unless and until he shall have paid in full to the Association all unpaid Common Expenses assessed by the Board of Directors against his Unit. A lessee or tenant, upon receipt of a written demand from the Association or its authorized representatives shall remit rental payments which may be owed to the lessor or landlord directly to the Association to the extent of any delinquencies in the assessments, and related fees and costs owed by the unit owner.

REC 13311 F 23

3. Amendment to Article XVI (g) to delete certain portions of Section (g) to read as follows:

Regulations:

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the members of the Association of the Board before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the Condominium upon request.

4. Amendment to Article XVI to Create Section (i) to read as follows:

- (I) Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or the owner's guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as allowed by law.

The Board of Directors shall appoint the Manager or a Covenant Enforcement Committee who or which shall be charged with determining where there is probable cause that any of the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-Laws or the Rules and Regulations of the Association, are being or have been violated. In the event that the Covenants Enforcement Committee or the Manager determine an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice of not less than fourteen (14) days to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, or the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The owner shall be afforded at least fourteen (14) days notice prior to the scheduling of any hearing. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed fifty (\$50.00) dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice within five (5) days of its sending, acknowledging in writing the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. The right to terminate further enforcement shall apply only to the first violation.

- (II) If a hearing is timely requested, the Board of Directors shall hold same, and shall bear any defense to the charges, including any witnesses that the alleged violator, the unit owner, or the Association may produce. Any party at the hearing may be represented by counsel.

9/13/11 pg 24

- (2) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence it may levy a fine for each violation in the amount provided herein.
  - (3) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of the unit, and shall be collectible in the same manner as allowed by law. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit, payment in the amount of any fine or fine levied against that unit.
  - (4) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents, including but not limited to legal action for damages or injunctive relief.
5. Amendment to Article XVI to create Section (j) to read as follows:
- The Association shall have the power to charge a reasonable use fee against a unit owner for the use of any portion of the Common Elements, over that unit owner desires to have exclusive use of the Common Elements for a limited period of time.
6. Amendment to Article XVII (e) entitled EXCEPTIONS to add a second paragraph which shall read as follows:
- Whenever a person, firm, or corporation acquires title to any unit its appurtenant, undivided interests in the common elements by virtue of any foreclosure or judicial sale, or voluntary conveyance in lieu thereof, such person, firm, or corporation so acquiring title shall be required to immediately provide the Association with notice of who the purchasers are, the date on which they acquired title, and the names of all intended occupants of the unit as well as a copy of the recorded instrument of conveyance. Notice of any leases of a unit acquired by a first mortgage holder by foreclosure of the first mortgage or deed in lieu thereof shall be provided to the Association together with a copy of the lease and other information reasonably requested by the Association before occupancy by the lessees.
7. Amendment to Article XVII entitled MAINTENANCE OF COMMUNITY INTERESTS Section 8 to add the following language:
- The Association shall be entitled to collect a Fifty (\$50.00) dollar fee from the Apartment Residence Owner for the administrative costs of processing an application for the sale or leasing of an Apartment Residence. A separate fee may be charged for each prospective purchaser or lessee (other than husband and wife or parent and child).
8. Amendment to Article XVII to Create Section (h) to read as follows:
- The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the

Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to, any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

3. Amendment to Article XIX Section (1) entitled ASSESSMENTS; LIABILITY, LIEN, AND ENFORCEMENT to add additional language a second paragraph to read as follows:

Appointment of agent: Should suit be instituted, the unit owner or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Dade County Florida.

10. Amendment to Article XVI to create Section (k) to read as follows:

Unit owners shall be expressly prohibited from maintaining, operating and/or storing any washing machine, dryer or combination thereof without the express written consent of the Board of Directors of the Association. The Association shall be reserved the right and shall be entitled, provided reasonable notice is given, to enter any unit for the sole purpose of verifying that a washing machine or dryer is not being maintained within the unit.

11. Amendment to Article XVI to create Section (m) to read as follows:

In order to avoid rumor or hint of impropriety the Association may, at its election, choose to have an independent Certified Public Accountant conduct an audit of any or all of its directors and/or members of the Board to ascertain whether the maintenance assessments were paid in a timely fashion and the sufficiency of said payments.

RECORDED IN OFFICIAL RECORDS OF  
CITY OF MIAMI, FLORIDA  
MAY 11, 1980  
RICHARD P. BRINKER  
CITY ATTORNEY

1980 AUG 21 PM 12:42  
SCR213473

OFF REC 10846 PG 1383

DECLARATION OF CONDOMINIUM

FOR

FOX CHASE CONDOMINIUM NO. 1

MADE AUGUST 19, 1980, by F & R BUILDERS, INC., a Florida corporation (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations:

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1977, as amended to the date hereof (the "Condominium Act"). Except as terms are expressly defined herein, the terms used herein shall have the meaning given them in the Condominium Act.

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is FOX CHASE CONDOMINIUM NO. 1 sometimes herein called the "Condominium". The street address is 8615 N.W. 8th Street, Miami, Florida.

III. THE LAND.

The land submitted to Condominium (the "Land") is situated in Dade County, Florida, and is described in Exhibit "1" annexed hereto as a part hereof.

IV. DESCRIPTION OF CONDOMINIUM PROPERTY.

The description of the improvements comprising part of the condominium property, consisting of one (1) interconnected residential apartment building containing a total of ninety-six (96) residential units, including an identification of each "Unit" (as defined in the Condominium Act and herein) by letter-number combination, constituting a graphic description of the buildings in which units are located, is annexed hereto and made a part hereof, as Exhibit 2. Exhibit 2 contains a survey of the land, a Plot Plan of the site of the improvements thereon and a Graphic Description of the improvements identifying the units, the Common Elements and the Limited Common Elements, in sufficient detail to reflect their respective locations and dimensions and prepared and certified by a registered land surveyor in the manner required by the Condominium Act. The improvements are further described as:

A. Residential Buildings.

The improvements include one (1) interconnected residential building containing a varied number of units each Unit bearing a separate numerical identification. Each building contains Units, Common Elements and Limited Common Elements, as those terms are herein defined.

OFF REC 10846 pg 1384

B. Other Improvements.

In addition to the residential buildings situated thereon, the Condominium Property also includes improvements, other than residential buildings, consisting of the outside walks, landscaping in the interior courtyards, and all other underground structures and improvements which are not part of or located within residential buildings, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units", "Common Elements" and "Limited Common Elements", as those terms are herein defined.

A. Units

The term "Units", as used herein, shall mean and comprise the ninety-six (96) separate dwellings in the Condominium which are located and individually described in Exhibit "2" hereto, each unit shall include the enclosed apartment living areas depicted on Exhibit 2. The horizontal boundaries thereof shall be the vertical plane or planes formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior floor surface of the unit and the upper vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the Unit, provided however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a Unit serving more than one unit shall be part of the common elements. Doors, glass screens and other material covering openings in vertical exterior walls shall be part of the Common Elements.

B. Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property of the Condominium except Units including as a part of the Common Elements, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium.

C. Limited Common Elements.

"Limited Common Elements", as the term is used herein, shall mean and comprise the Common Elements which are

OFF REC 10846 pg 7385

reserved herein, or assigned or granted separately herefrom, for the use of a certain Unit or Units (as an appurtenance thereto) to the exclusion of other Units, consisting of the balcony, patio, yard, terrace, storage areas or balconies or patios and front entry alcoves, if they exist, abutting each Unit as depicted in Exhibit "2". Since there are no parking spaces which will be owned by a Unit Owner either as a Limited Common Element or which is a Common Element of this Condominium, the Fox Chase Property Owners Association, Inc., the ultimate owner of the title to all driveway and parking areas (including assigned and unassigned spaces) shall assign to each Unit one (1) parking space which space, so long as assigned to that Unit, shall be for the exclusive use, enjoyment and benefit of the Unit. Parking spaces so assigned may not be transferred except with a transfer of title to the Unit or reassignment to another Unit by the Fox Chase Property Owners Association, Inc.

#### VI. PLAN OF DEVELOPMENT.

The Condominium Property of FOX CHASE CONDOMINIUM NO. 1 is a portion of an overall piece of real property owned by Developer and described on Exhibit 3 hereto, all of which land, including the subject Condominium Property, being hereinafter identified as the "Project". A portion of the Project, other than the land submitted to Condominium herewith contains land which is presently unimproved and which Developer may subsequently develop with improvements suitable for residential use containing residential units. Such undeveloped areas, when and if developed, may or may not be architecturally similar to the improvements within the subject condominium and may or may not be submitted to condominium ownership. The remaining portions of the Project other than the subject Condominium Property, if submitted to condominium ownership by Developer, may be submitted to condominium ownership by separate declarations of condominium therefor in up to two (2) additional Condominiums each of which condominium will be a separate condominium and not a part of the subject condominium. The separate areas comprising these proposed condominiums are described in Exhibit 3 hereto as Sub-Exhibits 3-A and 3-B. Developer shall not be obligated, if it does submit any of such property to condominium ownership, to declare such condominium on exactly the lands described in Exhibit 3 hereto or the portions thereof, and may combine portions of such area into one condominium and may alter the boundaries thereof. The sole purpose in delineating such parcels hereby is to reflect Developer's current plans.

Another portion of the project described on Exhibit 3-C hereto (hereinafter called the "Recreation Parcel") or "Recreation Parcels" will contain improvements to be constructed which will include a swimming pool, tennis courts, pool deck and Recreation Building which it is intended will benefit and service all residential improvements of whatever nature presently or hereafter constructed within the Project, including the subject Condominium Property. All owners of residential Units within the Project, whether such Units are submitted to condominium ownership, or otherwise owned in fee simple, and their tenants, shall have the benefit of and the right to use, on a non-exclusive basis, with all other owners or tenants of units within the Project, all facilities presently or hereafter constructed within the recreation parcels as well as all green/open areas. Developer presently holds title to the recreation parcels as well as all green/open areas; however, Developer agrees that prior to the time it

Off 10846 pg T386

conveys title to the last Unit in the Project it will convey title to the recreation parcels, and all green/open areas to Fox Chase Property Owners Association, Inc., a Florida corporation Not For Profit, (the "Property Owners Association") the purpose of which Corporation is and will be, inter alia, to own, manage and maintain the Recreation Parcels.

The maximum number of residential Units which may be constructed within the Project and which may ultimately be entitled to utilize and required to contribute to the cost of Units within the Recreation Parcels is 288 Units, including the Units within the subject condominium. The minimum number of units which may utilize and share in the cost of maintaining the Recreation Parcels is the number of Units within the subject Condominium (to wit: 96) as well as those Units presently existing on other areas within the Project, (to wit: 0) for a total of 96.

There are presently constructed and may hereafter be constructed within the Project certain paved vehicular driving surfaces and paved vehicular parking spaces which are intended and designed to provide ingress and egress to and sufficient parking space for all residential buildings and residential units within the Project, including the subject Condominium. Said driving surfaces and parking spaces, which are not assigned, as now or hereafter from time to time exist within the subject Condominium may also be utilized by owners or tenants of units within other residential buildings presently or hereafter constructed in areas of the Project other than the subject Condominium, and owners of units within the subject Condominium may utilize such driving surfaces and parking spaces, which are not assigned, as now or hereafter from time to time exist within other portions of the Project not included in the subject Condominium. The vehicular parking spaces in the subject Condominium are shown on Exhibit 2 and those spaces used solely by the owners of those Units and their tenants; and the owners of units within the subject Condominium shall not have the right to use the assigned parking spaces as now or hereafter from time to time exist within other portions of the Project not included in the subject Condominium. All such owners shall share in the cost of maintaining and repairing all such parking surfaces and driving surfaces. The basis on which such owners and tenants may use and shall share in the cost of maintaining such driving surfaces and parking surfaces is set forth in a Declaration of Covenants and Restrictions for Fox Chase executed and submitted by Developer by instrument dated August 19, 1980 and recorded August 20, 1980, under Clerk's File No. 80R-218114 in Official-Records-Book , at Page , Dade County Public Records. Each Phase whether now or hereafter constructed shall bear the proportional share of such cost of maintenance and upkeep, based upon a fraction, the numerator of which is the number of units to be built upon the phase and the denominator of which will be the number of units eventually constructed within the Project, to-wit: 288.

All owners of all units, whether or not submitted to condominium ownership, now constructed or hereafter constructed within the Project, shall contribute to the cost of maintaining the Recreation Parcel and the foregoing driving surfaces and parking surfaces, on a proportional basis. Each unit shall bear the proportional share of the costs and expenses of maintenance and upkeep of the recreational parcel which shall be computed by multiplying each owner's percentage of expenses as herein provided, by a fractional part of said costs and expenses in connection with said recreation parcel. Said fraction shall be arrived at by using the number of units in this condominium (i.e., 96) as the numerator and initially the figure of 288 as the denominator. The denominator represents the total number of units to be built in Fox Chase Condominium No. 1 (96 units), Fox Chase Condominium No. 2 (96 units) and Fox Chase Condominium No. 3 (96 units). The Developer, at its sole option and discretion, reserves the right to decrease the total number of units to be constructed in the Fox Chase Condominium Project. If Developer subsequently

OFF RIC 10846 pg 1387

elects not to construct additional residential buildings on the undeveloped portion of the Project or if, having constructed any such residential buildings, Developer elects not to avail itself of the right to allow those units to utilize the Recreation Parcel or the parking and driving surfaces not encompassed by the site of such residential buildings, Developer shall file a statement to that effect in the Public Records of Dade County, Florida, whereupon those units will henceforth have no right to utilize the Recreation Parcel or the driving surfaces and parking spaces within areas other than the areas encompassed by the site plan for such residential buildings and such units shall henceforth not be liable for payment of any share of such areas. At such point, the units within the subject Condominium will pay a proportionate share for the cost of maintaining such parking and driving surfaces as they shall have the right to use and the full cost of maintaining the Recreation Parcel, based upon a fraction, (the numerator of which is the number of units to be built upon the phase and the denominator of which is the number of units then utilizing and having the right to utilize the Recreation Parcel and such driving surfaces and road surfaces). If Developer does add additional buildings on the undeveloped portion of the Project, then the formula for sharing shall be altered so that the denominator of the fraction is the number of total units in the Project which utilize such facilities in common.

Until such time as Developer conveys title to the Recreation Parcels, the common driveway and parking areas, and the green/open areas to Fox Chase Property Owners Association, Inc., Developer shall maintain the Recreation Parcels, the common driveway and the parking areas, and the green/open areas and shall collect from each owner of each unit, or from the designated Condominium Association for any units within a Condominium, the proportionate share of such Units' contribution to such maintenance. All owners within the Project which are entitled to utilize the Recreation Parcels, the common driveway and parking areas, and the green/open areas shall be members of Fox Chase Property Owners Association, Inc., and shall have such voting rights and membership interests therein as are provided in the Articles of Incorporation and By-Laws therefor.

#### VII. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title to each Unit the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof as Exhibit "4", and

B. The right to use exclusively those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere or assigned by the Association to a certain Unit as Limited Common Elements; and

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "2" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time; and

OFF  
REC 10846 x 1388

D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(1) The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the Land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and

(3) Recreational purposes, pedestrian access over, across, upon in and through the drives, entries, gates, walks, grounds and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian traffic to and from the "Recreation Parcels" upon which is situated recreational facilities including two tennis courts, a swimming pool, pool deck, clubhouse and related facilities, fixtures and equipment; and

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

F. An exclusive easement for the use of the area of Land and air space occupied by air conditioning compressors, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on each building (as shown as Exhibit "2"), which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies; and

G. The right to membership in the "Association" (elsewhere herein defined), upon the terms and conditions set forth elsewhere herein.

#### VIII. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of Units in the Condominium (except the Association) shall be liable to the Association. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association, including,

OFF REC 10846 pg 1389

without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the schedule annexed hereto and made a part hereof as Exhibit "4".

IX. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title, to each Unit one (1) vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

X. NAME OF ASSOCIATION.

The entity responsible for the operation of the Condominium shall be FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), a copy of the Certificate and Articles of Incorporation of which is annexed hereto and made a part hereof as Exhibit "5". Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations to the Property Owners Association in order to achieve economies in maintenance.

XI. BY-LAWS OF ASSOCIATION.

A copy of the By-Laws of the Association is annexed hereto and made a part hereof as Exhibit "6".

XII. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice.

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice

OFF REC 10846 PG 1390

of any meeting at which such proposed amendment is to be considered.

B. Proposal.

Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1) Change the size or configuration of any "Condominium Parcel" (as defined in the Condominium Act) in any material fashion unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Discriminate against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

OFF REC 10846 PG 7391

(i) Change modify or alter the appurtenances to any Unit or Units or the share of any Unit owner in the Common Elements or Common Surplus, unless the record owner of all such units so affected and the record owner of all liens encumbering such units join in the execution of the document.

(ii) No amendment to this Declaration shall make any change in Article XIV hereof, entitled "Insurance", nor in Article XV hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages on Units shall join in the execution and acknowledgment of the amendment.

**D. Effective Date and Recording Evidence of Amendment.**

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of Dade County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Dade County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, upon request to such officer, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

**XIII. MAINTENANCE, REPAIRS AND REPLACEMENTS.**

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit owners located or situated within the Condominium shall be as follows:

**A. Units.**

Each Unit, and the fixtures, equipment, such as air conditioning equipment, plumbing, heating, and electrical wiring, and appliances comprising a part thereof, located therein or exclusively serving the same (whether or not located within the unit) shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. Exterior doors shall be maintained and repaired at the expense of the unit owner whose unit such doors serve. All maintenance, repairs and/or replacements for which Unit owners are responsible and obligated to perform, which, if not

OFF REC 10846 PC 1392

performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, as a Common Expense, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

C. Limited Common Elements.

The Owners shall be responsible for performing necessary maintenance, repairs and replacements, except structural work or maintenance affecting the exterior appearance thereof, but including floor covering on any balconies or patio-yards, and keeping in clean and orderly condition all of those Common Elements designated elsewhere herein as Limited Common Elements, provided that if the owner of a unit shall fail to maintain such Limited Common Elements, the Association may do so and charge the cost thereof to the unit owners whose responsibility it is to maintain such Limited Common Elements and shall have a lien against such unit for the cost thereof until paid, which lien shall arise, exist and be enforceable in the same manner as is the lien for common expenses in Article XVIII hereof.

D. Recreation Parcels, Driveways and Parking Spaces, Green/Open Areas, and Certain Other Expenses:

Assessments for the management and maintenance of the walks, driveways, parking spaces (assigned and unassigned), recreation parcels and the green/open areas (grass, shrubbery and trees) in the entire Project and for the cost of operating, maintaining and repairing the parking and driveway area lighting, lawn sprinkler systems and mowing, trimming and fertilizing the green/open areas in the entire Project shall be made against all Units in the Project by the Property Owners Association.

XIV. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain:

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be

OFF REC 10846 PG 1393

purchased for the benefit of the Association and the Unit owners and their mortgagees, provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that all such insurance purchased by Unit owners shall be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage and if the same is required by the Association's insurer; and, provided, that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

Casualty insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and
- (b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and
- (c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit owners as a group to each Unit owner; and

OFF 10846 pg 1394

- (d) Workmen's compensation and employer's liability insurance to meet the requirements of law;
- (e) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on Units.

C. Optional Coverage.

The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit owners as Common Expenses.

E. Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee.

The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the

OFF REC 10846 pg 7395

need for the same to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(1) Qualifications, Rights and Duties.

The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and Mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

OFF  
Ref. 10846 pg 1396

(1) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners as a Common Expense.

(2) Units.

The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units.

OFF REC 10846 pc T397

I. Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

J. Master Policies and Negotiation.

While all insurance responsibilities shall lie with the Association, the Property Owners Association may, as a method of consolidating and lowering insurance costs to unit owners, obtain master insurance policies covering the condominium together with insurance on all or other parts of the Project or have the Property Owners Association negotiate separate Association premiums on the Association's behalf, provided that it is approved by the Board of Directors, that it satisfies the requirements of this Article XIV, that the Association (if a master policy) and unit owners shall be additional insureds thereof and that as to all casualty and loss coverage a separate value, pursuant to the requirement of this Article, is assigned by the insuror to this Condominium.

XV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings.

If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of All Buildings.

If all of the residential buildings of the Condominium are totally destroyed or are so damaged that no unit therein is habitable, those buildings and improvements comprising Common Elements shall be reconstructed as long as the then applicable zoning and other regulatory laws and ordinances allow the same to be reconstructed, unless the owners of units to which two-thirds (2/3rds) of the Common Elements are appurtenant agree in writing not to reconstruct the same, then the Condominium will be terminated.

(2) Damage to and Destruction of Some Buildings.

If some, but not all, of the residential buildings are damaged and/or destroyed and one or more of the Units in one or more of the buildings remain habitable, the

OFF REC 10846 pg 7398

damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that each building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

(1) Association.

If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than fifteen thousand dollars (\$15,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

OFF REC 10846 PG 1399

(2) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly.

(b) Association - Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than fifteen thousand dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than fifteen thousand dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is

OFF REC 10846 PC T400

a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

XVI. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these restrictions shall be for the benefit of and enforceable by all owners of real property within the Project and by the Fox Chase Property Owners' Association, Inc.

OFF REC 10846 PC T401

A. Units.

Each of the Units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

C. Nuisances.

No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property.

D. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; provided, that no Unit shall be leased for more than one term, or to more than one lessee, in any calendar year, nor shall the term of any lease be for less than thirty (30) days; and further provided, that occupancy is only by the lessee and his family, servants and guests.

F. Pets.

Pets shall never be allowed to run freely upon any of the Condominium property except within a Unit, or any Limited Common Elements adjacent and appurtenant to it, and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it. All pets shall be walked only in that part of the Common Elements designated by the Association for that purpose. Any owner maintaining a pet upon the Condominium property, or whose guests, lessees or invitees bring any animal upon the Condominium property, shall be fully responsible for, and shall

OFF REC 10846 PG T402

bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. If the Board determines, in its sole judgment, that any particular pet is a nuisance, it shall have the power to compel the owner thereof to remove said pet from the Condominium property.

G. Regulations.

Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the members of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

H. Proviso.

Provided, however, that until Developer has completed and sold all of the Units, neither Unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Condominium property and the display of signs.

XVII. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and to protect the value of Units, the transfer of title to or possession of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale.

No Unit owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit owner.

(2) Lease.

No Unit owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit owner.

Transfers. (3) Gift, Devise, Inheritance of Other

If any Unit owner shall acquire his title by gift, devise, inheritance or other manner, the continuance of his ownership shall be subject to the approval of the Association.

OFF  
Rec 10846 pg 1403

B. Approval by Association.

The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale.

A Unit owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit owner's option, may include a demand by the Unit owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease.

A Unit owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(c) Gift, Devise or Inheritance; Other Transfers.

A Unit owner who has acquired his title by gift, devise, inheritance or in any other manner not heretofore considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

(d) Failure to Give Notice.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of

OFF 10846 pg 1404

a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval.

(a) Sale.

If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Dade County, Florida.

(b) Lease.

If the proposed transaction is a lease, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in non-recordable form and shall be delivered to the lessee.

(c) Gift, Devise or Inheritance; Other Transfers.

If the Unit owner giving notice has acquired his title by gift, devise, inheritance or other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the Primary Occupant of the Unit and the voting of Association membership appurtenant to the Unit) as the Association may reasonably require, and the approval shall be

OFF  
REC 10846 PG T405

stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner and shall be recorded in the Public Records of Dade County, Florida.

(3) Approval of Corporate or Fiduciary Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the Primary Occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a Unit shall also be conditioned upon approval of the Primary Occupant by the Association. Any change in the Primary Occupant of a Unit shall be considered a transfer of title to the Unit which shall be subject to the provisions of this Article XVII.

C. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit, upon the following terms:

- (a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- (b) The purchase price may be paid, at the option of the purchaser to be identified in the agreement, in cash, or on the basis set forth in the contract by the purchaser the Association disapproved.
- (c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.
- (d) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed

Off 10846 pg T406

transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease.

If the proposed transaction is a lease, the Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(3) Gifts, Devise or Inheritance; Other Transfers.

If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then, within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association or by the Association, who will purchase the Unit and to whom the Unit owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery from or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the public records of Dade County, Florida, at the expense of the Purchaser.

(5) If the Association shall fail to provide a purchaser as required hereby or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Dade County, Florida, at the expense of the Unit owner.

D. Mortgage.

No Unit owner may mortgage his Unit nor any interest therein without the approval of the Association except to an "Institutional Lender", which term shall mean and include

OFF REC 10846 PG T407

banks, life insurance companies, Federal or State Savings and Loan Associations, Mortgage Companies, and Real Estate Investment Trusts. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld, except nothing shall prevent an approved unit owner selling his unit from accepting a purchase money mortgage from an approved purchaser to secure the deferred portion of the selling price.

E. Exceptions.

The foregoing provisions of this Article shall not apply to a purchase or transfer by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Further, the provisions of this Article shall not apply to the acquisition of title to a Unit through gift, devise or inheritance by any person who is a natural child or surviving spouse of the immediately preceding owner of the Unit.

F. Unauthorized Transactions.

Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

G. Notice of Lien or Suit.

(1) Notice of Lien.

A Unit owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(2) Notice of Suit.

A Unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given with five (5) days after the Unit owner receives knowledge thereof.

(3) Failure to Comply.

Failure to comply with this Article XVII(G) will not affect the validity of any judicial sale.

XVIII. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be

OFF REC 10846 PG T408

amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

B. Costs and Attorney's Fees.

In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

C. No Waiver of Rights.

The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIX. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. Determination of Assessments.

Assessments by the Association, against each owner of a Unit and his Unit shall be the fractional share of the total assessments to be made against all owners of Units and their Units as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit "4". Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

OFF REC 10846 PG 1409

**D. Developer's Assessment Guaranty.** The Developer guarantees to initial purchasers of units in the condominium that the monthly assessments due from such purchasers as owners of units in the Condominium for items of common expense of the Association will not exceed the amount therefor reflected in the initial budget for the Association which is provided to such purchasers by the Developer during the first calendar year after the first conveyance of a unit by the Developer and thereafter will not exceed 115% of the amount assessed to such purchaser's during the prior year each year thereafter. This guaranty shall be in force only until the earlier (i) the date upon which a majority of the Board of the 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 share of assessments for common expenses 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 pro rata share of assessments for common 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.

**C. Time for Payment.**

The assessment levied against the owner of each Unit and his Unit shall be payable in annual, quarterly, monthly or such other installments and at such time as shall from time to time be fixed by the Board.

**D. Annual Budget.**

The Board shall, in accordance with the By-Laws of the Association, establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

**E. Reserve Fund.**

The Board, in establishing each annual budget, may, when deemed necessary or desirable, or as provided by law, include therein a sum to be collected and maintained as a reserve fund for the replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units:

OFF REC 10846 PG T410

F. General Operating Reserve.

The Board, when establishing each annual budget, may, when deemed necessary or desirable, or shall as provided by law, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of financial stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association.

G. Use of Association Funds.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws and as the monies for annual assessments are paid to Association by any Unit owner, the same may be co-mingled with monies paid to the Association by the other owners of Units. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

H. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of ten percent (10%) per annum until the same, and all interest due thereon, has been paid in full. 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.

I. Personal Liability of Unit Owner.

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

OFF REC 10846 pg T41T

J. Liability not subject to Waiver.

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

K. Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any exclusive right to use any parking space or Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the owner(s) thereof, and (2) interest, if any, which may become due on delinquent assessments owing to Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Dade County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable type of Units in the Southwest Area of Dade County, Florida. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of ten percent (10%) per annum on all such advances made for such purpose.

L. Recording and Priority of Lien.

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 record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and 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. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion

OFF 10846 pg 1412

of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration. In addition, the Association shall be subrogated to the lien rights of the holder of any lien which it advances funds for payment of in whole or part.

M. Effect of Foreclosure, Judicial Sale or conveyance in lieu thereof.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure or judicial sale, or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety and further subject to any subrogated rights of the Association for payments made by it as aforesaid. In the event of such acquisition of title to a Unit by foreclosure or judicial sale or voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units (including the party so acquiring the to such units) as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

N. Effect of Voluntary Transfer.

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

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

OFF REC 10846 PG 7413

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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

XX. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

XXI. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements, or Limited Common Elements, except in compliance with the following:

A. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment, enclosure, or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted

off REC 10846 pg 7414

on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by the owner of Units to which seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

B. Notwithstanding any provision hereinabove set forth to the contrary, the Board of Directors of the Association may adopt a basic approved plan for screening balconies and ground level rear area patios. If such plan is adopted, Owners of the Units of each building in the Condominium may screen said balconies or ground level rear area patios attached to their Units in accordance with said approved basic plan without specific consent from the Board of Directors of the Association, provided that such screening conforms in all respects to the approved basic plans therefor.

XXII. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction.

In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy

OFF 10846 pg 1415

all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment.

The purchase price shall be paid in cash.

(4) Closing.

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

C. Certificate.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Dade County, Florida.

D. Shares of Owners After Termination.

After termination of the Condominium the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination as set forth in Exhibit "4" hereto.

OFF REC 10846 PC 1416

E. Amendment.

This Article XXII shall not be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

XXIII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of such unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

XXIV. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Declaration shall prevail.

D. Parties Bound.

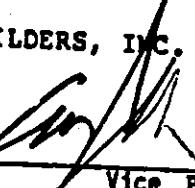
The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

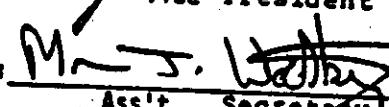
IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officers on the date set forth above.

OFF REC 10846 pg T417

P & R BUILDERS, INC.

By:

 Vice President

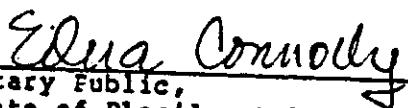
Attest:  M. J. Watsky  
Ass't. Secretary

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally  
appeared M. E. SALED  
MORRIS J. WATSKY  
be the Vice President and Ass't. Secretary of P & R Builders,  
Inc., a Florida corporation, and who acknowledged before me  
that they did, as such officers, execute the foregoing  
Declaration of Condominium as the act and deed of said  
corporation and that the same was executed for the purposes  
therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal on this the 19th day of AUGUST, 1980.

(Notarial Seal)

  
Edna Connolly  
Notary Public,  
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 & Casualty Company

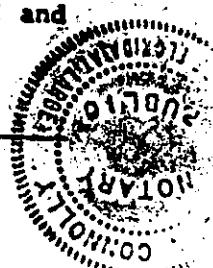


EXHIBIT 1

OFF REC 10846 PG T418

FOX CHASE

CONDOMINIUM NO. 1

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 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 12.00 feet; thence East for 15.50 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 100.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 100.00 feet to the Point of Beginning.

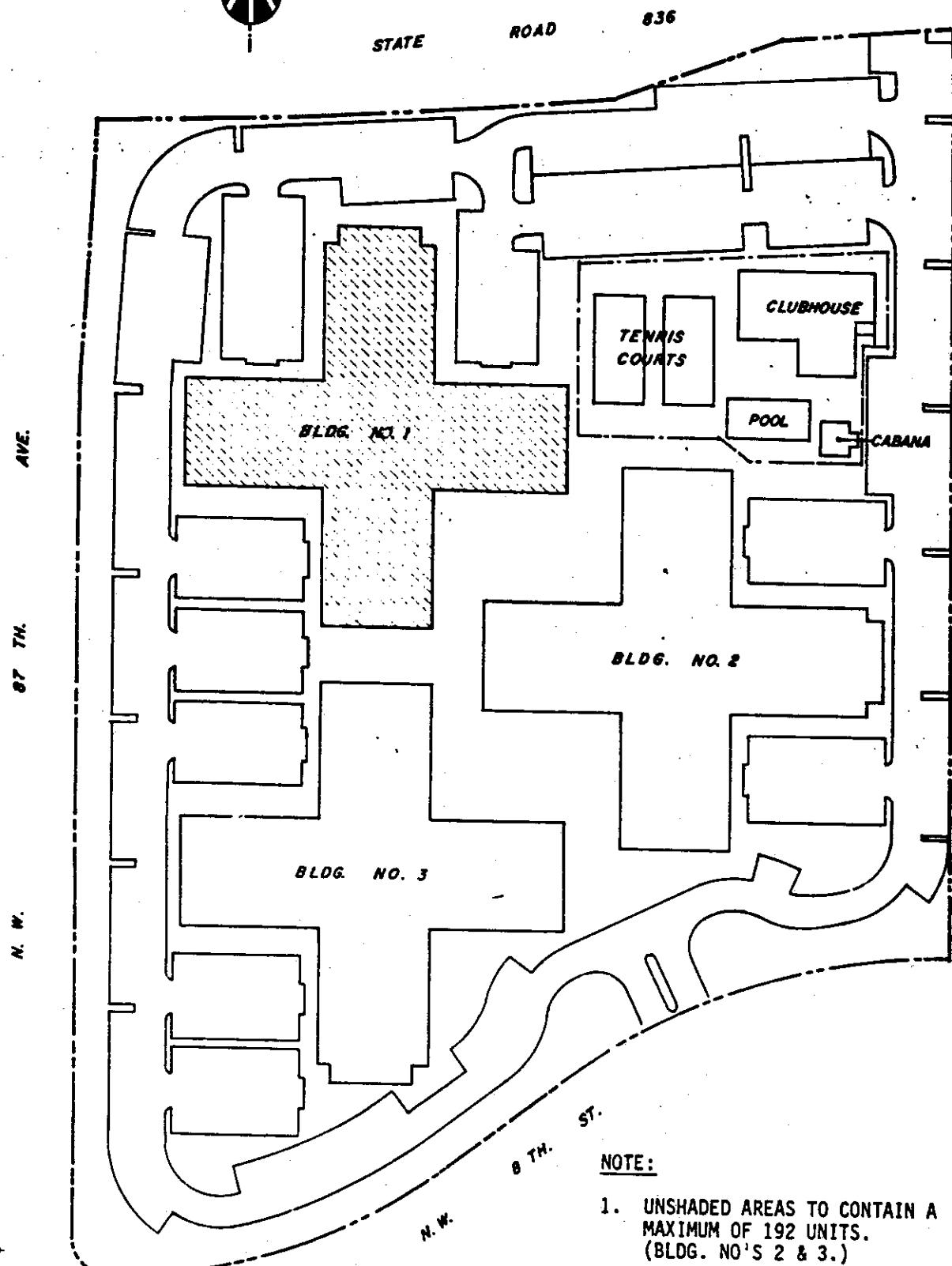
The above described property contains 1.0949 acres of land, more or less.

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

EXHIBIT 2

OFF REC 10846 PG 1419



NOTE:

1. UNSHADED AREAS TO CONTAIN A MAXIMUM OF 192 UNITS.  
(BLDG. NO'S 2 & 3.)
2. SHADeD AREAS TO CONTAIN A MINIMUM OF 96 UNITS.  
(BLDG. NO. 1.)

FOX CHASE  
OVERALL SITE PLAN

CLERK NOTE:

FOR DECLARATION OF CONDOMINIUM  
SEE OFFICIAL RECORD BK 10846 PG 1419

OFF REC 10846 PG T420

LEGEND

- ① DECLARED FOX CHASE CONDOMINIUM NO.1= 96 UNITS
- ② PROPOSED FOX CHASE CONDOMINIUM NO.2= 96 UNITS
- ③ PROPOSED FOX CHASE CONDOMINIUM NO.3= 96 UNITS
- ④ CLUBHOUSE, POOL, TENNIS COURTS, & CABANA
- ⑤ GREEN AREAS, PARKING & DRIVEWAYS

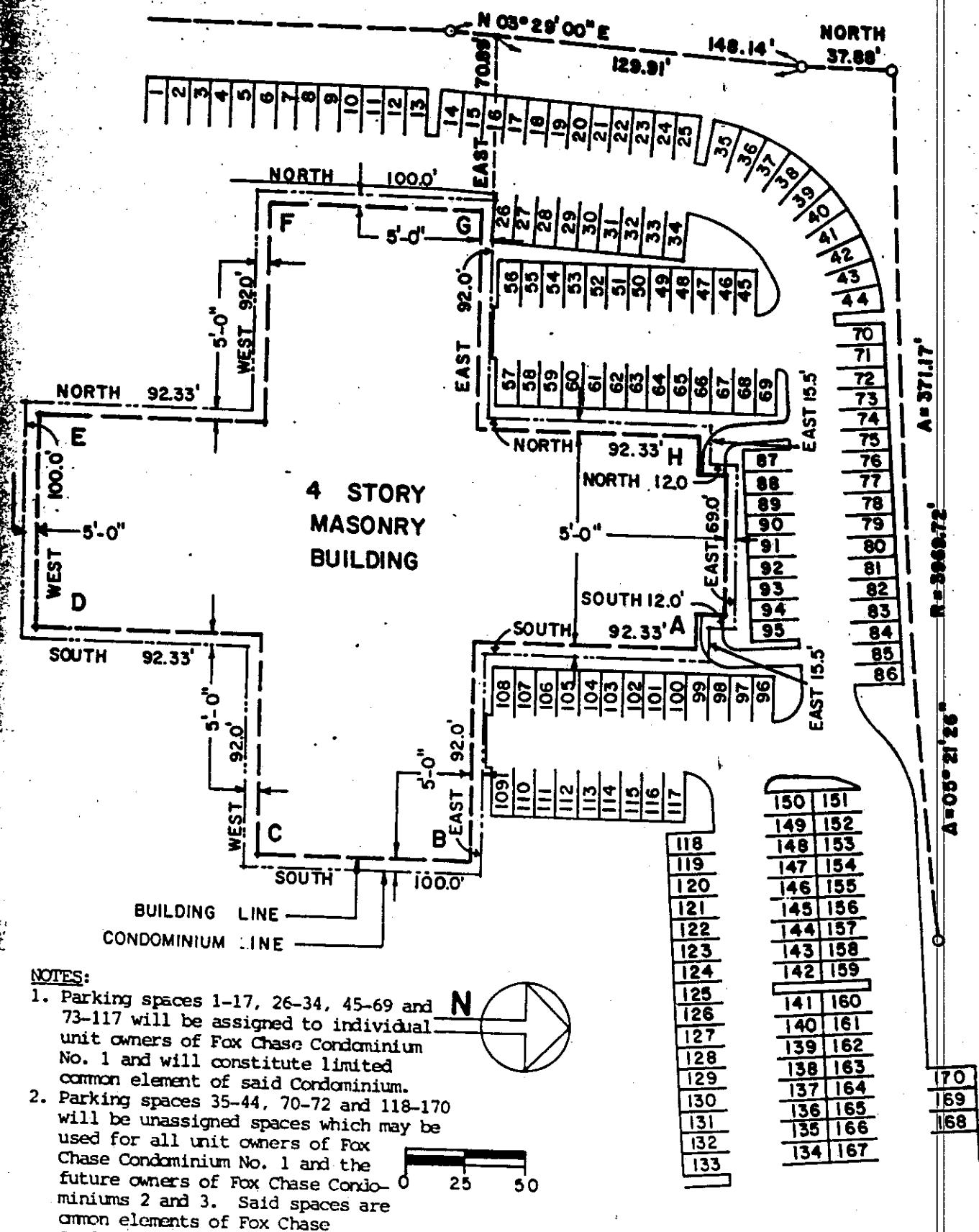
TOTAL 96 UNITS

ORIGINAL NO. OF UNITS ----- 288 UNITS

- 96  
192 UNITS  
(MAX.)

FOX CHASE

OFF REC 10846 pg T421



**4 STORY  
MASONRY  
BUILDING**

NOTES:

1. Parking spaces 1-17, 26-34, 45-69 and 73-117 will be assigned to individual unit owners of Fox Chase Condominium No. 1 and will constitute limited common element of said Condominium.
  2. Parking spaces 35-44, 70-72 and 118-170 will be unassigned spaces which may be used for all unit owners of Fox Chase Condominium No. 1 and the future owners of Fox Chase Condominiums 2 and 3. Said spaces are common elements of Fox Chase Condominium No. 1.



118-170  
may be

**FOX CHASE  
CONDOMINIUM NO. 1**

OFF REC 10846 p T422

DESCRIPTION OF THE UNITS

Condominium Units shall mean and comprise the 96 separately numbered dwelling units excluding however all spaces and improvements lying beneath or outside of the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the ceilings of each condominium unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing portions and structural columns and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other condominium units or to the common elements.

DESCRIPTION OF THE LIMITED COMMON ELEMENTS

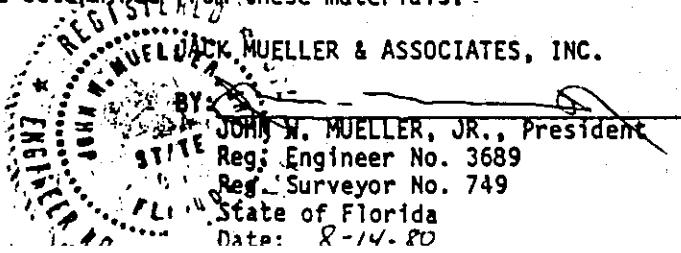
Limited common elements shall mean and comprise that portion of the common elements consisting of all the enclosed terraces, balconies, patios, outside storage rooms, if applicable, and front entry alcoves and other designated areas specifically identified, as to each of which areas a right of exclusive use and possession is hereby reserved as an appurtenance to a particular condominium unit.

DESCRIPTION OF COMMON ELEMENTS

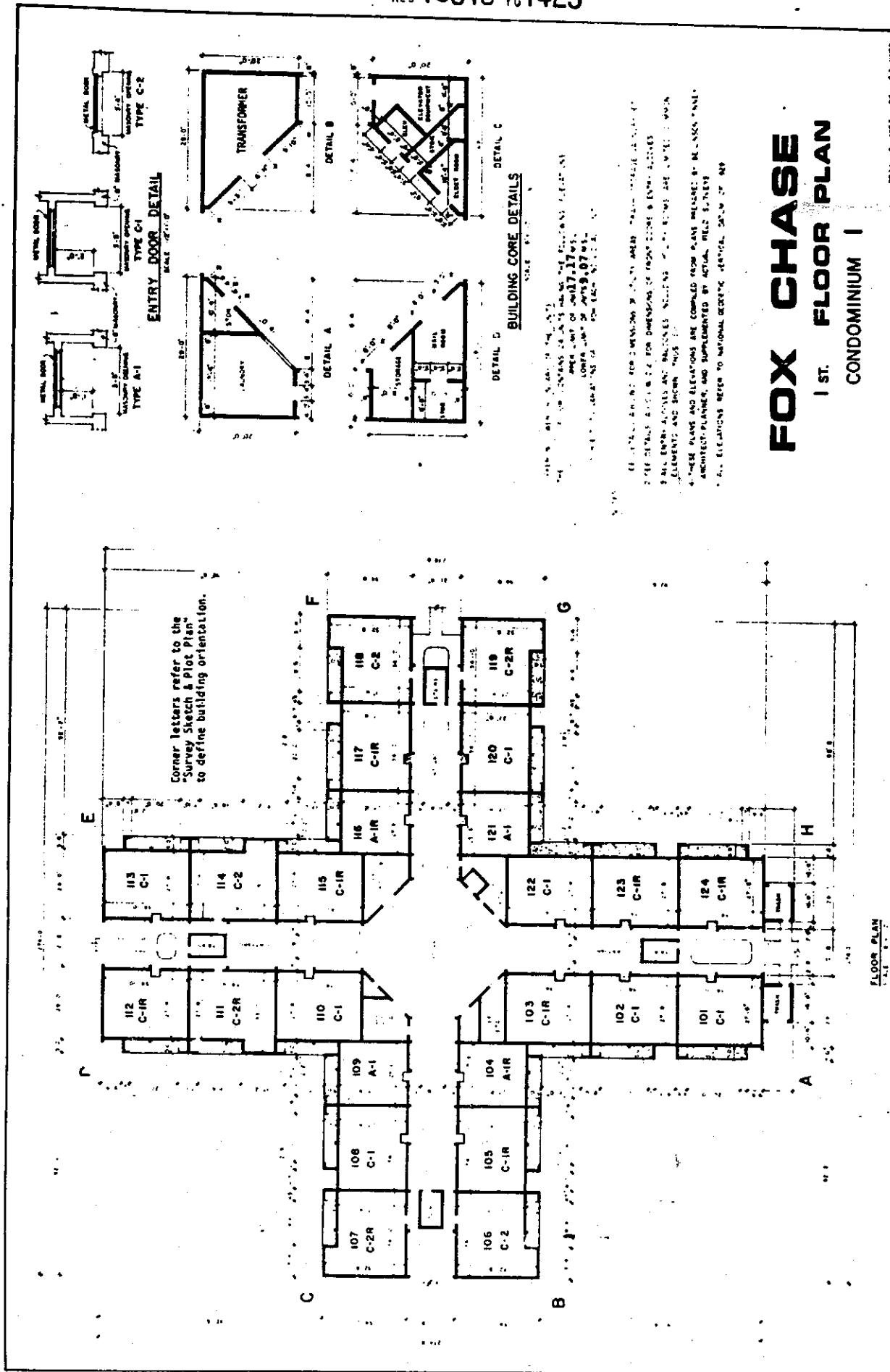
The common elements, include but are not limited to, the land, easements through units for conduits, ducts, plumbing, wiring and other facilities for furnishing of utility services to units and common elements, all structural and bearing elements to the improvements, easements of support in each portion of a unit which contributes to the support of the building, all property and installation required for the furnishing of services to more than one unit or to the common elements, and the common driveway which is a 22 foot easement for ingress and egress for the use and enjoyment of all unit owners of the Fox Chase Condominium Project and which is more fully set forth and described in the Declaration of Covenants and Restrictions for Fox Chase, recorded August 20, 1980 under Clerk's File No. 80R-218114, of the Public Records of Dade County, Florida.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the construction of the improvements described on this Exhibit 2 is substantially complete so that the materials comprising this Exhibit 2 together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and descriptions of the common elements and of each unit can be determined from these materials.



REC 10846 PC T423



OFF REC 10846 PC T424

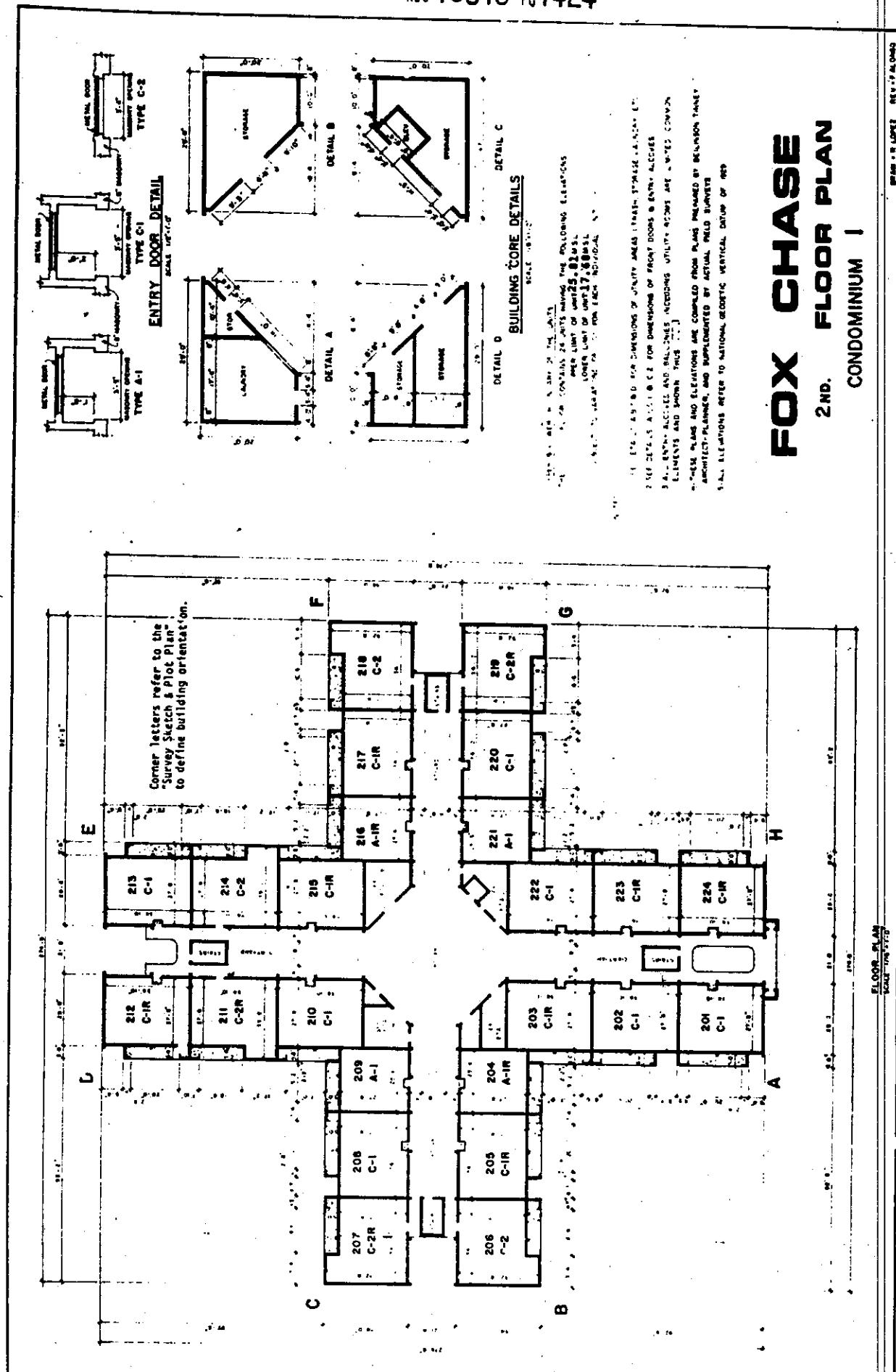
# **FOX CHASE FLOOR PLAN**

**2 ND. CONDOMINIUM 1**

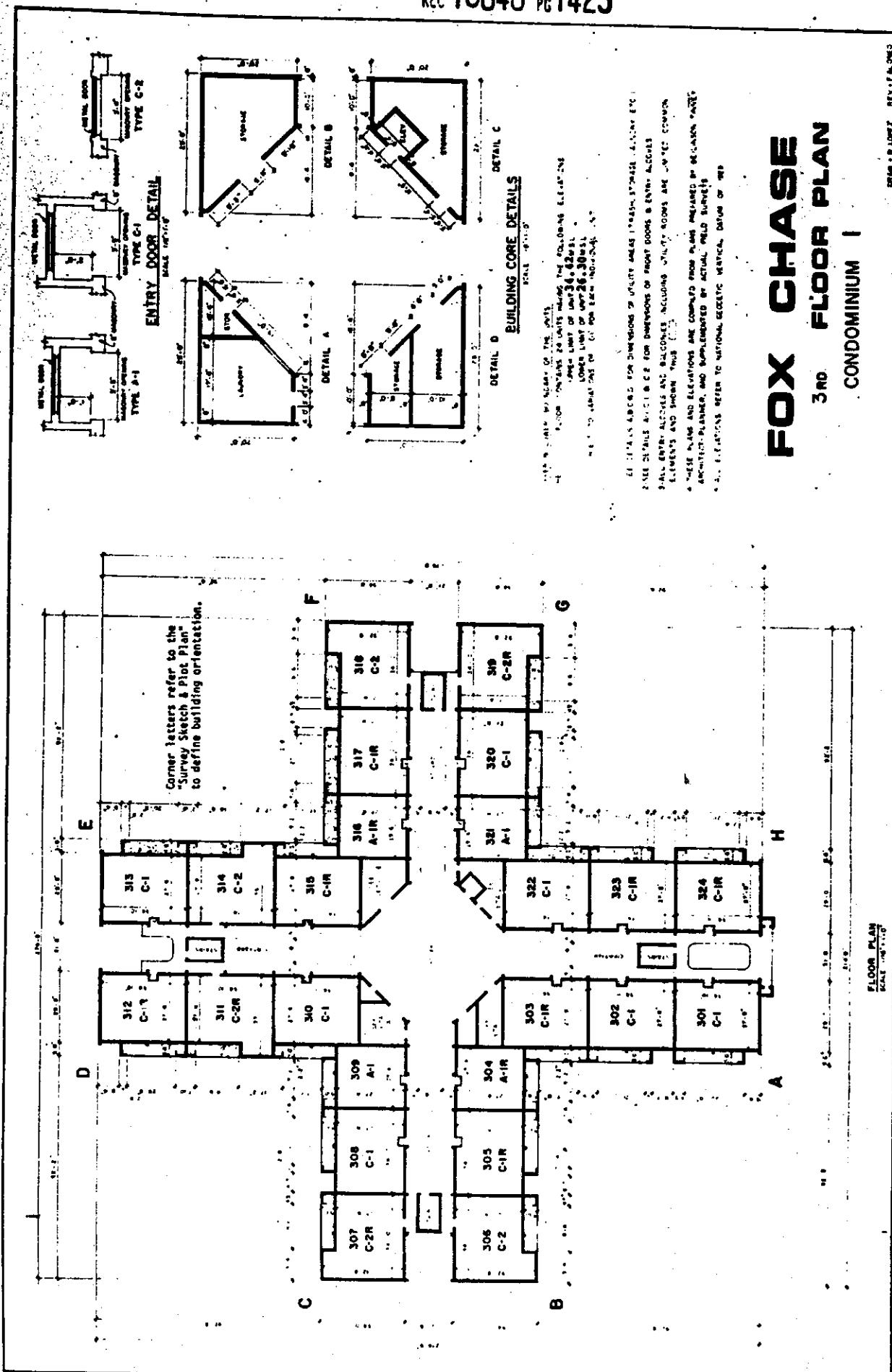
CONDONIUM I

卷之三

Digitized by srujanika@gmail.com

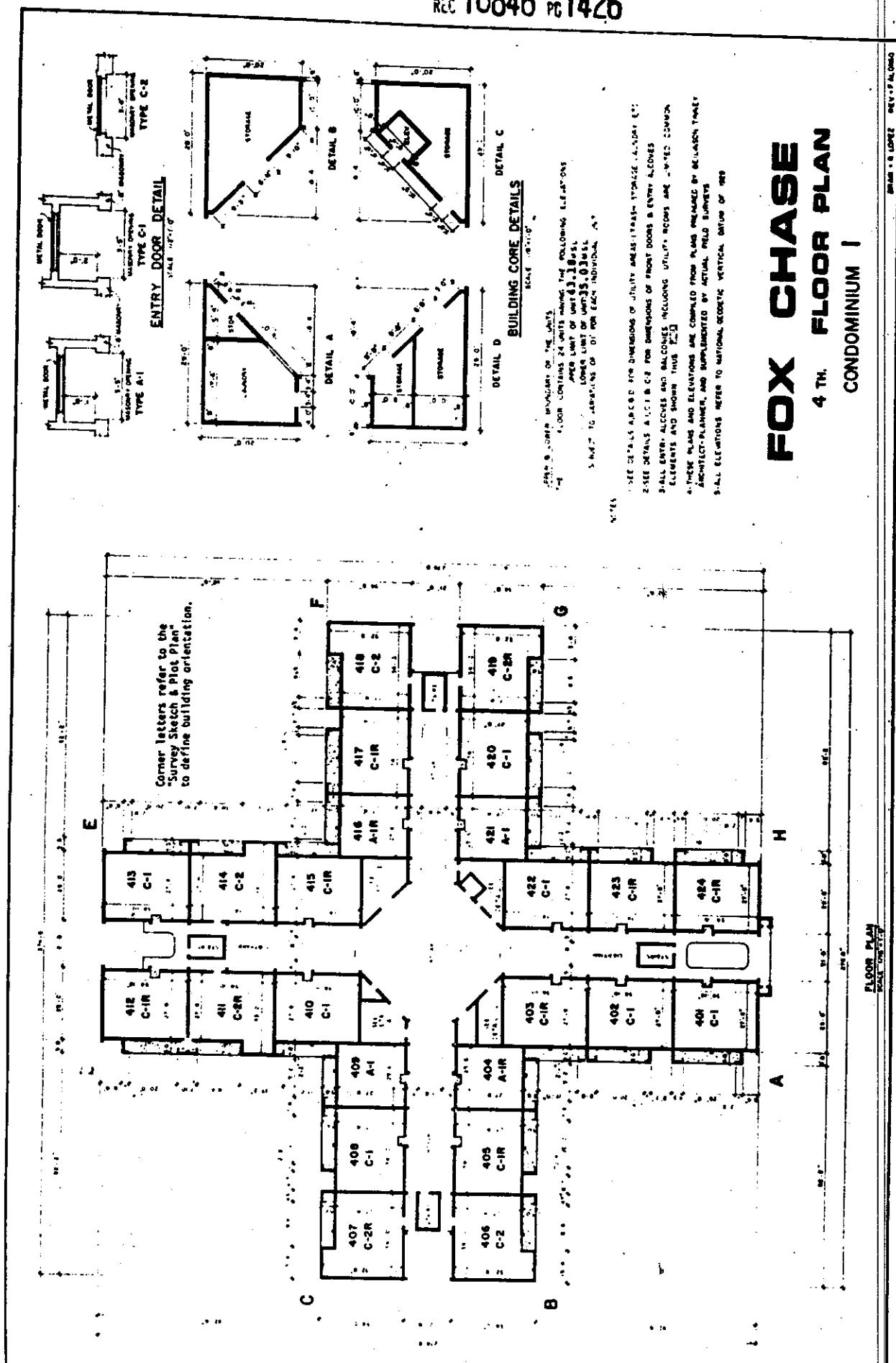


OFF  
REC 10846 PG T425



**FOX CHASE  
3RD FLOOR PLAN  
CONDOMINIUM I**

OFF REC 10846 PC T426



OFF REC 10894 pg 1465  
SOR26S493

1980 OCT -9 PM 12:51

SECOND AMENDMENT TO THE DECLARATION 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 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 94 day of OCTOBER, 1980.

Signed, Sealed and Delivered  
in the Presence of:

M. E. Saleda  
Edua Connally

F & R BUILDERS, INC.

BY: M. E. Saleda  
Vice-President

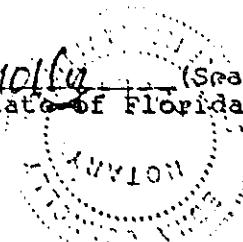
Attest: Edua Connally  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

The foregoing instrument was acknowledged before me this 94  
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.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Jan. 30, 1982  
Issued by American Notary & Notary Company

Edua Connally (Seal)  
Notary Public, State of Florida



THIS INSTRUMENT PREPARED BY:  
MORRIS J. WATSKY, ESQ.  
9555 North Kendall Drive,  
Miami, FL 33176

OFF REC 10894 pg 1466

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

Signed, Sealed & Delivered  
in the Presence of:

Dale Binkman  
Alex Connolly

FOX CHASE PROPERTY OWNERS ASSOCIATION,  
INC., a Florida corporation.

BY: RFB President

Attest: John D. Lane Secretary

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 1980 by ROBERT C. BIGHAM as President and JOHN T. LANE as Secretary of FOX CHASE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

Alex Connolly (Seal)

Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large

My Commission Expires Jan. 30, 1982

Bonded by American Fidelity & Casualty Company

INCLUDES AN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VENUE  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT

1980 SEP -4 PM 12:34  
REC 10859 151570 SOR232162  
FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS (to the  
"Declaration") for FOX CHASE, RECORDED  
AUGUST 20, 1980, UNDER CLERK'S FILE NO.  
SOR218114 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 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 herein-after 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 occurs, the Class A members shall have no right to vote at membership meetings. When one or more persons 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.

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

10/20/02

REC'D  
RCC 10859 5/5/71

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 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 when sales have 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 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 have 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 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.

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.

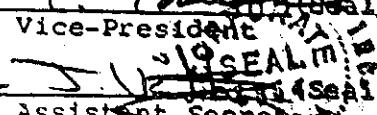
Signed, Sealed & Delivered  
in the Presence of:

Margaret K. Reff  
Evelyn Connolly

F & R BUILDERS, INC.

BY: M. P. Salter

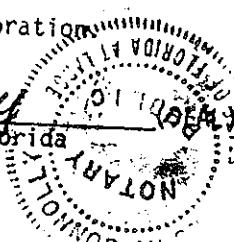
Vice-President

Attest: M. P. Salter   
Assistant Secretary

REF 10859 1572

STATE OF FLORIDA )  
COUNTY OF DADE )

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

*Edua Connolly*  
Notary Public, State of Florida  


My Commission Expires:

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

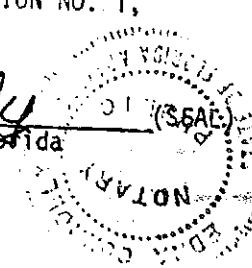
*Eileen M. Halligan*  
*Edua Connolly*

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

BY: *Peter C. Bigham*  
President  
Attest: *John T. Lane*  
Secretary

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.

*Edua Connolly*  
Notary Public, State of Florida  


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

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
RICHARD P. BRINKER,  
CLERK CIRCUIT COURT

DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR FOX CHASE

108 AUG 20 PH. 1: 14

OFF REC 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  
in Exhibit "A" which is owned by Developer (hereinafter  
referred to as "FOX CHASE") is and shall be held, transferred,  
sold, conveyed and occupied subject to the covenants, restrictions,  
easements, charges and liens (sometimes hereinafter referred to as "Covenants  
and Restrictions"), hereinafter set forth.

I 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", respec-  
tively.

B. "Developer" shall mean and refer to F & R Builders, Inc., a  
Florida corporation, and its successors or assigns if any such successor  
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 as are subject to this Declaration  
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 and refer to the real  
property, described in Exhibit "A-1" hereto, (which is a portion  
of the property described in Exhibit "A"), together with  
improvements owned by the Developer (and may hereafter be owned by the  
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 des-  
cribed 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  
in Exhibit "A-3" attached hereto, and by this reference made a part hereof.

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

II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO;  
DELETIONS THEREFROM

REF 10845 PG 1695

Section 1. Legal Description. 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  
thereto with respect to any portion or portions 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 area  
and green/open 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 such steps as are  
reasonably necessary to protect the recreation parcels, the common  
driveway 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 10/1/80 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

} 9/4/80

**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**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Unit owned by it 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 No. 2 shall be 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.** Except as hereinafter provided, 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 calendar year following 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 share of assessments for expenses 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 aforesaid 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.

**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 lien 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 lien of 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, life insurance 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 Developers 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 appurtenant 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.

Section 11. Developer's Rights. Until such time as the Association shall actively undertake to perform the responsibilities herein assigned to it or until it holds title 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 functions, all powers of enforcement, rights and lien rights hereunder shall be held by Developer and all assessments shall be levied and collected 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) Parking Area, the Association may provide upon any Unit(s) and/or residential building(s) containing such Unit(s) requiring same, when necessary in the opinion of the Board of 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 assessments of the 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.

VII RESTRICTIONS

Off  
RC 10845 pg 1700

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 The Fox 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), and for no other purposes. 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: levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; or determining the pro-rata share of ownership of each member in Association property.
- C. Use 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.

IX. GENERAL PROVISIONS

OR  
Rec 10845 pg 1701

**Section 1. Duration and Remedies for Violation.** The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective 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 any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall 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.

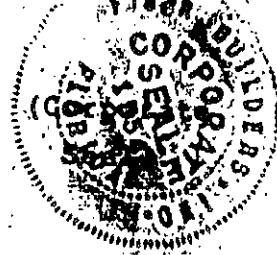
**Section 4. Amendment.** Except for Article VIII, Section 2, of this Declaration, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, 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.

REC 10845 PG 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.



F & R BUILDERS, INC.

By: M. E. Saleda  
Vice-President

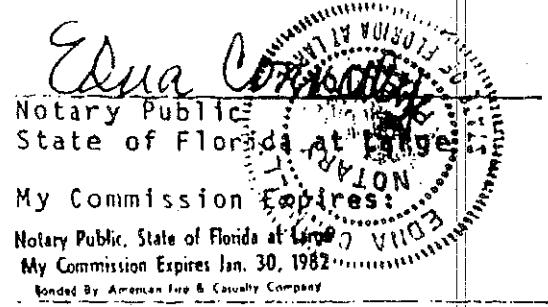
ATTEST:

Morris J. Watsky  
Assistant Secretary

STATE OF FLORIDA }  
COUNTY OF DADE } SS.

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

(Notarial Seal)



OFF  
Ref. 10845 pg. 1703

E X H I B I T "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.

E X H I B I T "A-1"

OFF R.R. 10845 PG. 1704

FOX CHASE

RECREATION TRACT

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

E X H I B I T "A-2"

OFF  
REC 10845 PG 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 100.00 feet; thence North for 92.00 feet; thence West for 92.33 feet; thence North for 100.00 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 15.50 feet; thence East for 12.00 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

OFF  
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 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 15.50 feet; thence South for 12.00 feet; thence West for 69.00 feet; thence North for 12.00 feet; thence West for 15.50 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 100.00 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

EXHIBIT "A-3"

10845 PG 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 12.00 feet; thence East for 15.50 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 100.00 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 100.00 feet; thence North for 92.00 feet; thence West for 92.33 feet; thence North for 100.00 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 15.50 feet; thence East for 12.00 feet; thence South for 69.00 feet; thence West for 12.00 feet; thence South for 15.50 feet to the Point of Beginning.

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 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 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 15.50 feet; thence South for 12.00 feet; thence West for 69.00 feet; thence North for 12.00 feet; thence West for 15.50 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 100.00 feet to the Point of Beginning.

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

1. 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 thereon not paid when due shall bear interest from the date when due until paid at 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.

V. ELECTION OF DIRECTORS:

1. Nominations for the election of Board members may be made by a Nominating Committee if one is appointed by the Board.

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 contained 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.

OFF 10845 PG 1720

- E. To authorize and cause the Association to enter into contracts for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties 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 and its officers shall, however, retain at all times the powers 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.
- 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 or the 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 shall 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

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 a holiday.

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 of 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 officio 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.

#### X AMENDMENTS

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

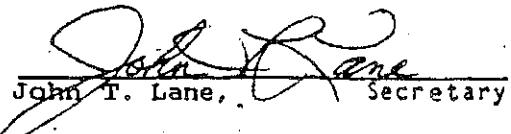
OFF 10845 PG 1723

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.

  
Robert C. Bigham, President

  
John T. Lane, Secretary

RECORDED IN OFFICIAL RECORDS BOOK  
OF MARIE COUNTY, FLORIDA.  
RECORD VERIFIED

RICHARD P. BRUNKER,  
CLERK CIRCUIT COURT

OFF 10845 PG 1708



Department of State

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

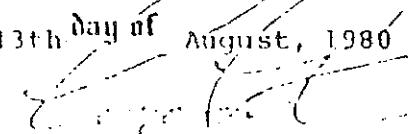
FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

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

The Charter Number is 753744.

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

13th day of August, 1980

  
Secretary of State



CTR 101  
12-78

FLORIDA - STATE OF THE ARTS

EXHIBIT "B"

## ARTICLES OF INCORPORATION

OF

## FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

STATE OF FLORIDA

## 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 welfare 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.

D. 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 purposes 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.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties 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 all times the powers 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.

H. 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.

Builders, Inc., a Florida corporation, or 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. *Ref 10845 pg 171*

B. "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 AMD 9/4/80*

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 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 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 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, Developer 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.

REC 10845 FD 1712

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 Fox Chase as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

## VI BOARD OF DIRECTORS

A. 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 Board 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 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 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 Treasurer, and such other 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 : Robert C. Bigham  
Vice President: Eileen Halloran  
Secretary/Treasurer John T. Lane

OFF REC 10845 PG 1713

### 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 F & 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 and Restrictions for Fox Chase) shall be effective without the prior written consent of said F & R Builders, Inc. 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 or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. 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, or in his capacity as 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 necessarily incurred as 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 or upon a plea of nolo contendere 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.

OFF 10845 NO 1714

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 guilty of gross negligence 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 action, suit or proceeding is held shall determine upon 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 seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably 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 Board of Directors by a majority vote of a quorum consisting of 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 or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is 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.

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 conveyance (in whole or in part).
2. 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-fourths ( $\frac{3}{4}$ ) 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 ( $\frac{2}{3}$ ) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this 11th day of AUGUST, 1980.

Signed, sealed and delivered in the presence of:

Margaret K. Potter

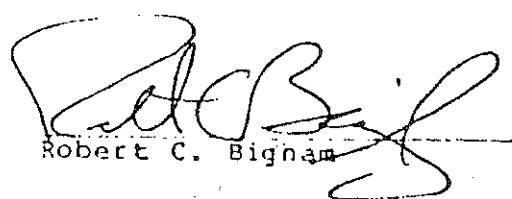
Edna Connolly

Margaret K. Potter

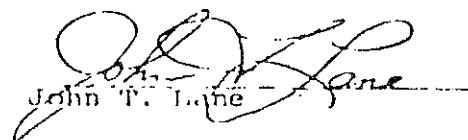
Edna Connolly

Margaret K. Potter

Edna Connolly

  
Robert C. Bigham

  
Eileen Halloran  
Eileen Halloran

  
John P. Lane  
John P. Lane

STATE OF FLORIDA

COUNTY OF DADE

SS.

OFF REC 10845 PC 1716

The foregoing instrument was acknowledged before me this  
11th day of AUGUST, 1980, by Robert C. Bigham,  
Eileen Halloran and John T. Lane

(SEAL)

Eiliea Connolly

Notary Public  
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 & Casualty Company

RE 10845 PG 1717

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:

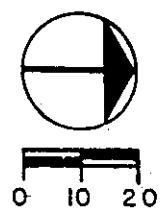
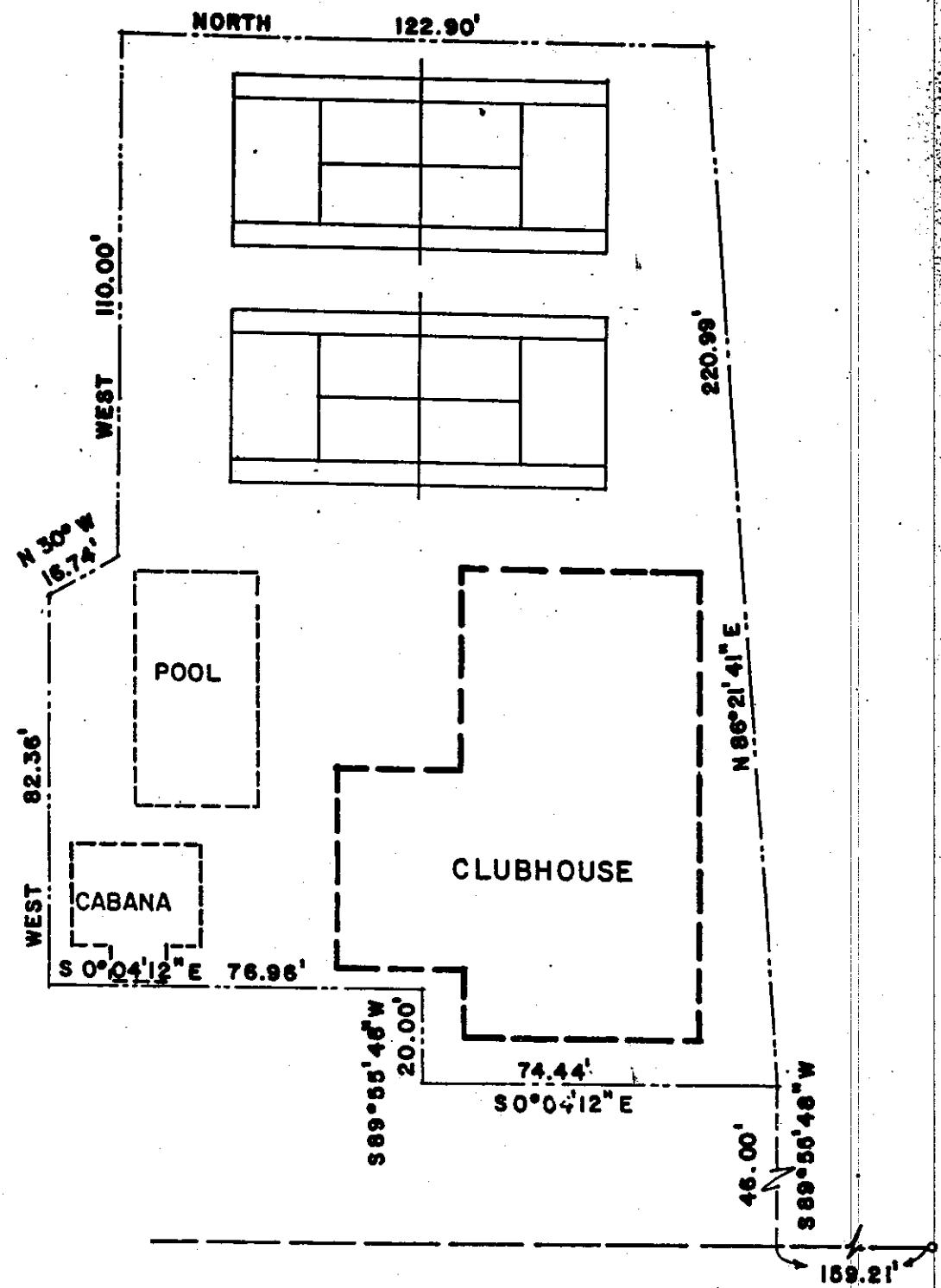
THAT, FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.,  
desiring to organize under the laws of the State of Florida,  
with its principal offices at 9555 North Kendall Drive, Miami,  
Florida, has named MORRIS J. WATSKY whose office is located at  
9555 North Kendall Drive, Miami, Florida, as its agent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

M. J. Watsky  
MORRIS J. WATSKY

REC 10846 pg T427



FOX CHASE  
CLUBHOUSE, POOL  
AND TENNIS COURTS

OFF REC 10846 PC T428

EXHIBIT 3

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.

OFF REC 10846 pg T429

EXHIBIT 3-A

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 100.00 feet; thence North for 92.00 feet; thence West for 92.33 feet; thence North for 100.00 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 15.50 feet; thence East for 12.00 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:  
P & 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

E X H I B I T 3-B

OFF REC 10846 PG 7430

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 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 15.50 feet; thence South for 12.00 feet; thence West for 69.00 feet; thence North for 12.00 feet; thence West for 15.50 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 100.00 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

EXHIBIT 3-C

OFF  
REC 10846 pg T431

FOX CHASE

RECREATION TRACT

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:  
P & 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

OFF  
REC 10846 PC T432

EXHIBIT 4

FOX CHASE CONDOMINIUM NO. 1

Percentage of Ownership of Common Elements

and

Percentage of Share of Common Expenses and Surplus

101	1.068	201	1.068	301	1.068	401	1.068
102	1.068	202	1.068	302	1.068	402	1.068
103	1.068	203	1.068	303	1.068	403	1.068
104	0.802	204	0.802	304	0.802	404	0.802
105	1.068	205	1.068	305	1.068	405	1.068
106	1.140	206	1.140	306	1.140	406	1.140
107	1.140	207	1.140	307	1.140	407	1.140
108	1.068	208	1.068	308	1.068	408	1.068
109	0.802	209	0.802	309	0.802	409	0.802
110	1.068	210	1.068	310	1.068	410	1.068
111	1.140	211	1.140	311	1.140	411	1.140
112	1.068	212	1.068	312	1.068	412	1.068
113	1.068	213	1.068	313	1.068	413	1.068
114	1.140	214	1.140	314	1.140	414	1.140
115	1.068	215	1.068	315	1.068	415	1.068
116	0.802	216	0.802	316	0.802	416	0.802
117	1.068	217	1.068	317	1.068	417	1.068
118	1.140	218	1.140	318	1.140	418	1.140
119	1.140	219	1.140	319	1.140	419	1.140
120	1.068	220	1.068	320	1.068	420	1.068
121	0.802	221	0.802	321	0.802	421	0.802
122	1.068	222	1.068	322	1.068	422	1.068
123	1.068	223	1.068	323	1.068	423	1.068
124	1.068	224	1.068	324	1.068	424	1.068

TOTAL: 100.0000

OFF REC 10846 pg 1433

EXHIBIT 5



Department of State.

I certify that the attached is a true and correct copy of the Articles of Incorporation of  
FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC.  
filed on the 8th day of August, A.D., 1980

The Charter Number for this corporation is 753718

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
14th day of August, 1980

A handwritten signature in black ink, appearing to read "George Firestone".

George Firestone  
Secretary of State



CORP 104 Rev. 5-79

REC 10846 pgT434

EXHIBIT 5

ARTICLES OF INCORPORATION

OF

FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC.

A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION,  
INC. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of FOX CHASE CONDOMINIUM NO. 1 (the "Condominium") to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land, situated in Dade County, Florida, described on Exhibit "1", attached hereto and made a part hereof and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Dade County, Florida, when the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

OFF  
Ref. 10846 PC T435

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms are defined in the Declaration.
2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the By-Laws; including the power to levy and collect assessments for the purpose of paying assessments levied against Units in the Condominium by Fox Chase Property Owners Association, Inc. (the "Property Owners Association"), and for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.
3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.
4. Contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties 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 all times the powers 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.
5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may from time to time be established.
6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

#### IV.

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

A. The record owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

OFF REC 10846 pg 7436

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided by the By-Laws.

E. Until such time as the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Dade County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium; and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII.

The Board of Directors shall be composed of three persons until such time as the Developer has conveyed title to all Units in the Condominium. The number of members of succeeding Boards of Directors shall be from three to five, the actual number to be determined by a majority vote of members present at a duly called meeting of the Association where a quorum is present. The Directors shall be elected by the members of the Association at the annual meetings of the

DRF REC 10846 PG 1437

membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers, agents, or employees of a corporate member of the Association.

When Unit owners other than F & R Builders, Inc., a Florida corporation, (the "Developer") own fifteen percent (15%) but less 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 be provided in the By-Laws, not less than nor more than a majority of the members of the Board of Directors three 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 will be operated by the Association have been completed, and some have been sold and none of the others are being 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 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 (5) percent 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 control the Association or to 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.

#### IX.

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

REC 10846 pg 1438

X.

The names and residence addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the annual meeting of the association in the year 1981 and thereafter until their successors are selected 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

XI.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, are set forth in Article X hereof.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

Robert C. Bigham, President

Eileen Halloran, Vice President

John T. Lane, Secretary/Treasurer

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at a meeting at which a majority of the Subscribers is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV.

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties;

REC 10846 RT439

provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. 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.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Dade County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

REC 10846 PC T440

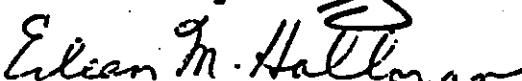
XVI.

Upon affirmative vote of a majority of the Board of Directors and not less than 75% of the members, the Association may be merged into the Property Owners Association.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 7th day of

1980.

  
Robert C. Bigham

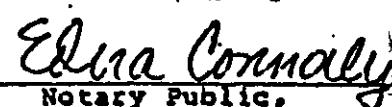
  
Eileen M. Halloran  
Eileen Halloran

  
John T. Lane

STATE OF FLORIDA      )  
                              SS.  
COUNTY OF DADE      )

BEFORE ME, the undersigned authority, personally appeared Robert C. Bigham, Eileen Halloran and John T. Lane who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 7th day of AUGUST, 1980.

(Notarial Seal).

  
Edna Connally  
Notary Public,  
State of Florida at Large  
My Commission expires:

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

E X H I B I T i

OFF  
REC 10846 pg 7441

FOX CHASE

CONDOMINIUM NO. 1

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 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 12.00 feet; thence East for 15.50 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 100.00 feet; thence North for 92.33 feet; thence West for 92.00 feet; thence North for 100.00 feet to the Point of Beginning.

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

OFF REC 10846 PC T442

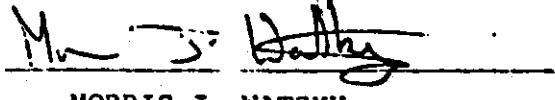
CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE  
OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM  
PROCESS MAY BE SERVED

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

THAT, FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC.,  
desiring to organize under the laws of the State of  
Florida, with its principal offices at 9555 North  
Kendall Drive, County of Dade, State of Florida, has  
named MORRIS J. WATSKY, whose office  
is located at 9555 North Kendall Drive, Miami, Florida  
33176, 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

BY-LAWS  
OF  
FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC.  
A Corporation Not For Profit

I. IDENTITY

A. These are the By-Laws of FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC., (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on AUGUST 8, 1980. The Association has been organized for the purpose of administering the operation and management of FOX CHASE CONDOMINIUM NO. 1 (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Dade County, Florida, described on Exhibit "1" attached hereto and made a part hereof.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration") which will be recorded in the Public Records of Dade County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at the site of the premises of the Condominium or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation No. For Profit", and the year of incorporation.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

REF ID: 10846 PG 1444

C. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

### III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Dade County, Florida as may be specified in the notice of the meeting, at 7:00 P.M. on the second Tuesday in May of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. If such date shall be a legal holiday the annual meeting date shall be the next succeeding regular business day.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units.

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Written notice of the annual meeting shall be given to each unit owner and be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Unless a Unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit owner and the Post Office Certificate of Mailing shall be retained as proof of such mailing.

OFF 10846 PT 1445

Notice of any meeting, outside of the annual meeting, shall, if possible, be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Regular Mail, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting. If any meeting of Members cannot be held because a Quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

IV. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles;

10846 pg 1446

succeeding Boards of Directors shall consist of three (3) persons. At least the majority of each succeeding Board of Directors shall be Members of the Association, or shall be authorized representatives, officers or employees of a corporate Member of the Association. 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 the manner provided in Paragraph B, Article IV of these By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. The Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of the By-Laws, not less than nor more than a majority of the members of the Board of Directors, three (3) years after sales by the Developer have been closed on fifty percent (50%) but less than ninety percent (90%) of the Units that ultimately will be operated 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 will be operated by the Association have been completed and some have been sold and none of the others are being 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 provided in Paragraph B, Article IV of these By-Laws the members of the Board of Directors which other Unit owners 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 (5) percent of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of a written waiver; and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner.

B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

OFF REC 10846 x1447

- (2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a majority of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.
- (3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.
- (4) If, at the time of the first annual meeting of members, Unit owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of such Directors shall be one year. The term of office of all directors designated by the Developer shall also be for one year. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.
- (5) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.
- (6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective.

OFF 10846 pg 1448

immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held immediately following the adjournment of the membership meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting; unless notice is waived; notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

OFF REC 10846 PG T449

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, including, if assessed to the Condominium as a whole, the costs of paying of assessments levied against the Condominium by FOX CHASE Property Owners Association, Inc., for maintenance and management of the recreational parcels, parking and driving areas, and green/open areas, for the use and benefit of Members and to use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;
- (5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association are and shall be authorized to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;
- (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

OFF R.R. 10846 pg 1450

- (7) Contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties 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 all times the powers 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.
- (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;
- (9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;
- (10) Carry insurance for the protection of the members and the Association against casualty and liability;
- (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units;
- (12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

J. The first Board of Directors of the Association shall be comprised of the three (3) subscribers to the Articles. Thereupon, Subscribers of the Articles, who shall serve until their successors are designated by Developer or elected at the annual meeting of the Members in the year 1981. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which it might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

VI. OFFICERS.

OFF 10846 pg 1451  
Rev

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

OFF 10846 pg T452

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) (if known) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Unless changed by the Board the fiscal year of the Association shall be the calendar year. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Unit owners. Any recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Unit owners, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

OFF 10846 PG 1452

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) (if known) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Unless changed by the Board the fiscal year of the Association shall be the calendar year. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Unit owners. Any recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Unit owners, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

OFF REC 10846 pg 1453

D. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or property owned or maintained by FOX CHASE PROPERTY OWNERS ASSOCIATION, INC. (the) "Property Owners Association", if its assessments are made directly to the condominium as a whole, or in respect of anticipated expenses by the Association or the Property Owners Association, if so assessed to the condominium as a whole, which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium property or property owned or maintained by the Property Owners Association, if so assessed to the condominium as a whole. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the whole number of votes of all Unit owners.

E. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. Unit owners shall be liable to pay assessments not more often than monthly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

F. If the Association shall be the designated Association for more than one condominium, notwithstanding the fact that the Association shall maintain separate books of account for each of the Condominiums, all sums collected by the Association from all assessments against all Units in the Condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

G. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

H. A summary of the accounts of the Association shall be prepared annually and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

I. Fidelity bonds may be required by the Board from all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

#### VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

OFF REC 10846 T454

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant and a copy of such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall incorporated into an amendment of the Declaration and recorded in the Public Records of Dade County, Florida, within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 19th day of AUGUST , 1980.

Dated: August 19, 1980

RECORDED IN OFFICIAL RECORDS BLDG.  
OF DADE COUNTY, FLORIDA  
RECORD NUMBER

RICHARD P. BRINKER,  
CLERK CIRCUIT COURT

[Corp. Seal]

John T. Lane, Secretary

APPROVED:

Robert C. Bigham, President

CLERK NOTE:

FOR CONDOMINIUM PLANS SEE OFFICIAL  
RECORDS CONDOMINIUM PLANS BK. 129 PAGE 9 -12

RICHARD P. BRINKER, CLERK  
CIRCUIT & COUNTY COURT

1987 JUN 12 PM 3:33

87R225826

OFF Ref 13311-26

CERTIFICATION OF AMENDMENT  
TO  
BYLAWS  
OF  
FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Fox Chase Condominium P.O.A. was recorded in the Official Records Book 10846 at Page 2897 of the Public Records of Dade County, Florida; and

WHEREAS, Fox Chase Property Owners Association, Inc., is the entity responsible for the operation and administration of the common elements and meetings of the Association members of Fox Chase Property Owners Association, Inc which includes the property subject to the Declaration and rules of the meetings as amended; and

WHEREAS, at a duly called and convened meeting of the Directors of the Association originally held on September 22, 1986, and the members of the Board voted in excess of that required by Article X of the Bylaws of the Association approved an amendment to the Bylaws as set forth below.

NOW THEREFORE, the undersigned hereby respectively certify that the Amendments set forth in Exhibit "A" are true copies of the amendment to the Bylaws of the Association as approved by the Members of the Board (additions denoted by underlining; deletions by "----").

WITNESS OUR SIGNATURES unto this 7<sup>th</sup> day of June, 1987, in Miami, Florida.

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

Attest:

*Juana Gonzalez*  
Juana Gonzalez, Secretary

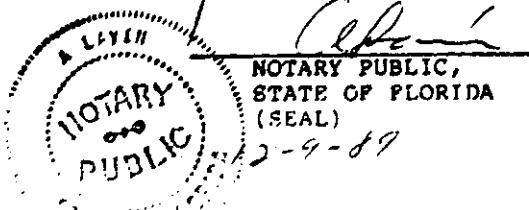
By: *Ivan R Gandon*  
Ivan Gandon, President

STATE OF FLORIDA :  
COUNTY OF DADE : SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ivan Gandon and Juana Gonzalez well known to me to be the President and Secretary of the Fox Chase Property Owners Association, Inc., a Florida Corporation, on behalf of the Corporation and that they acknowledged executing the same voluntarily under the authority duly vested in them by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 7<sup>th</sup> day of June, 1987.

My Commission Expires:



REC 133115 27

AMENDMENTS TO THE BY-LAWS OF

FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.

(Additions shown by Underline; deletions shown by "----")

1. Proposed amendment to Article III of the By Laws to add additional language to allow the Association to accelerate assessments in the event a unit owner fails to make timely payments and to require that a unit owner who has a tenant and has failed to make assessment payments be precluded from receiving rental payments which would be paid directly to the Association:

In the event that a unit owner shall be in default the payment of an installment upon an annual assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the personal delivery of the notice to the unit owner, or if such notice be by registered or certified mail, not less than twenty (20) days after the mail which ever shall occur first.

If a unit owner is late in paying his/her assessment the Association shall be entitled to collect up to a \$20.00 late fee plus interest at the highest rate permissible by law, attorney's fees and all costs of collection.

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his unit unless and until he shall have paid in full to the Association all unpaid Common Expenses assessed by the Board of Directors against his Unit. A lessee or tenant, upon receipt of a written demand from the Association or its authorized representatives shall remit rental payments which may be owed to the lessor or landlord directly to the Association to the extent of any delinquencies in the assessments, and related fees and costs owed by the unit owner.

2. Amendment to Article VI, Section 1 of the By-Laws entitled POWERS AND DUTIES OF THE BOARD OF DIRECTORS to create an additional section (6) granting the Board of Directors the power to fine for violations of the Condominium Documents that language to read as follows:

- (6) Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or the owner's guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as allowed by law.

The Board of Directors shall appoint the Manager or a Covenant Enforcement Committee who or which shall be charged with determining where there is probable cause that any of the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-Laws or the Rules and Regulations of the Association, are being or have been violated. In the event that the Covenants Enforcement Committee or the Manager determine an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice of not less than fourteen (14) days to the person alleged to be in violation, and the owner of the unit

13317 28

which that person occupies if that person is not the owner, or the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The owner shall be afforded at least fourteen (14) days notice prior to the scheduling of any hearing.

The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed fifty (\$50.00) dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. The right to terminate further enforcement shall apply only to the first violation.

- (1) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges, including any witnesses that the alleged violator, the unit owner, or the Association may produce. Any party at a hearing may be represented by counsel.
  - (2) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence it may levy a fine for each violation in the amount provided herein.
  - (3) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of the unit, and shall be collectible in the same manner as allowed by law. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit, payment in the amount of any fine or fines levied against that unit.
  - (4) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents, including but not limited to legal action for damages or injunctive relief.
3. Amendment to Article VI, Section 1 of the By-Laws entitled POWERS AND DUTIES OF THE BOARD OF DIRECTORS to create an additional section (H) granting the Board of Directors the power to charge a reasonable "Use Fee" whenever a unit owner has exclusive use of the common elements:
- (H) The Association shall have the power to charge a reasonable use fee against a unit owner for the use of any portion of the Common Elements whenever that unit owner desires to have exclusive use of the common elements for a limited period of time.

OFF REC 13311 PG 29

4. Amendment to Article VIII to create Section 10 to read as follows:

In order to avoid rumor or hint of impropriety the Association may, at its election, choose to have an independent Certified Public Accountant conduct an audit of any or all or its directors and/or members of the Board to ascertain whether the maintenance assessments were paid in a timely fashion and the sufficiency of said payments.

REGD. NO. 00000000000000000000  
CIVIL RECORDS DEPT.  
P.O. BOX 1000  
RICHARD P. BRUNNER  
CLERK OF COURT