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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**THIS COVER SHEET IS FOR THE RECORDING OF THE SECOND AMENDMENT TO
THE DECLARATION OF COVENANT, EASEMENTS AND RESTRICTIONS FOR
MOWRY VILLAS**

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MOWRY VILLAS**

This **SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS** for **MOWRY VILLAS**, is made this 14th day of October, 2003 by **MOWRY DRIVE INVESTMENTS, LLC., a Florida Limited Liability**, whose address is 12900 SW 128th Street, Suite 100, Miami, Florida 33186 (“**Declarant**”) and **PUERTA DEL SOL HOMEOWNERS ASSOCIATION, a Florida corporation not for profit**, whose address is 12900 SW 128th Street, Suite 100, Miami, Florida 33186 (“**Association**”).

WITNESSETH

WHEREAS, Declarant is the owner of that certain property legally described in Exhibit “A” as attached hereto and incorporated herewith, which comprises the platted development known as Mowry Villas (hereinafter referred to as the “Property”);

WHEREAS, the prior Owner filed of record a Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Official Records Book 11692, at Page 1626, of the Public Records of Miami-Dade County, Florida. Said Declaration was amended by Amendment to Declaration of Covenants, Conditions, Easements and Restriction recorded on December 11, 1986, in Official Records Book 13112, at Page 2103 of the Public Records of Miami-Dade County, Florida, (hereinafter collectively referred to as the “Declaration”) which established a covenant running with the land with respect to the use and enjoyment of the Property.

WHEREAS, Declarant by acquisition of said property, has succeeded the interest of the prior developer and/or owner of the Property.

WHEREAS, pursuant to the Declaration, as amended, the Declarant and the Association are permitted to file this Second Amendment, as set forth hereinafter.

WHEREAS, pursuant to the Declaration, as amended, the parties herein state that any and all references to the homeowners shall hereinafter be defined as Puerta del Sol Homeowners Association, Inc., and the development shall be known as Puerta del Sol.

WHEREAS, Declarant and the Association hereby submit as Exhibit “B” a copy of the Articles of Incorporation, as amended of the new Association which shall govern the subject Property, and as Exhibit “C” a copy of the Bylaws of said Association; and as Exhibit “D” a copy of the proposed operating budget for the Association.

WHEREAS, the parties hereto agree to amend the Declaration, and the First Amendment as follows:

1. **Article I, DEFINITIONS**, Section 7 is hereby amended to reflect that the Developer is Mowry Drive Investments, LLC.

2. **Article III, VOTING RIGHTS**, is hereby amended to state that the Class B Membership shall cease and convert to Class A Membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding of the Class A Membership equals ninety (90%) percent of units available to be sold; or

(b) December 31, 2006, whichever occurs last.

Section 2. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property described in Exhibit "A" and shall inure to the benefit of and be enforceable by the Declarant, Homeowners Association or the Unit Owner or Lot Owner of any unit or Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Public Records of Miami-Dade County, Florida, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless this Declaration is terminated at the end of such initial twenty (20) year period or prior to a successive ten (10) year period at a special meeting of the membership of the Homeowners Association held not less than five (5) years prior to the commencement of the initial term of twenty (20) years or not less than five (5) years prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than eighty-five (85%) percent of the Voting Members and an instrument to this effect shall be recorded in the Public Records of Miami-Dade County, Florida.

Section 3. AMENDMENT.

Subject to Declarant's rights as set forth herein, this Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than seventy five (75%) percent of the Voting Members, provided, however, the Declarant during such time as it has the right to elect and/or appoint the Board of Directors shall have the right to amend this Declaration and Exhibits hereto without the approval or joinder of the members of the Homeowners Association, the Board of the Homeowners Association, or any mortgagee, institutional or otherwise; however, no amendment shall change a Unit's proportionate share of Homeowners Association expenses or the provisions of this Declaration unless the record owners of the applicable unit or Lot join in the execution of the amendment. No amendment shall be passed which shall impair or the rights prejudice and priorities of any mortgagee or change, provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. Any amendment must be recorded in the Public Records of Miami-Dade County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Declarant for a period of three (3) years commencing on the date of this Declaration, unless said requirement is terminated in writing by the Declarant prior thereto. Notwithstanding the foregoing, any amendment which would affect the surface water management system, including the water management portions of the Common Properties, must have prior approval of any

governmental authorities.

3. **Article IV, PROPERTY RIGHTS**, is hereby amended to read as follows:

4.01 OWNERS' EASEMENTS OF ENJOYMENT.

Every Owner shall have a non-exclusive common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which shall be appurtenant to and shall pass with title to every Lot, subject to the following conditions:

A. The right of the Homeowners Association to reasonably limit the number of guests or invitees of Owners using the Common Properties at any one time.

B. The right of the Homeowners Association to establish Rules pertaining to the use of the Common Properties, including, but not limited to, the right and obligation of the Homeowners Association to enforce all parking and other restrictions within the Common Properties.

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

D. The right of the Homeowners Association to suspend the right of an Owner to use the Common Properties (except for purposes of ingress and egress) for any Owner, except Declarant, for: (i) any period during which any Assessment against an Owner's Lot remains unpaid and delinquent; and (ii) a period not to exceed thirty (30) days for any other single infraction of this Declaration or the Rules of the Homeowners Association, provided that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the Bylaws.

E. The right of the Homeowners Association or Declarant to dedicate, grant, release, convey, alienate or transfer all or any part of the Common Properties to any public agency, authority, utility or private party or entity.

F. The right of Declarant (and its sales agents, customers, and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, including ingress and egress, as necessary, for purposes of sales, marketing, advertising, display, signs, access, construction, development and any other activities or purposes.

G. The right of the Homeowners Association or Declarant to construct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.

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

I. The rights of the Association, if any, and its members as set forth in the Covenants and this Declaration.

J. The right of the Homeowners Association or Declarant to grant such other easements over the Common Properties as Declarant deems appropriate, which easements shall be joined in or similarly granted by the Homeowners Association as requested by Declarant or sought by the Homeowners Association.

Anything to the contrary herein notwithstanding, no action authorized in the lettered paragraphs above shall be taken which in any fashion impairs or limits Declarant's rights hereunder without the prior written consent of Declarant, as long as a Declarant owns any portion of the Residential Property.

4.02 DELEGATION OF USE.

Any Owner may delegate his right of enjoyment to the Common Properties and facilities to the members of the Owners' Family, in accordance with the Bylaws. Any Owner may so delegate such rights to the Owner's tenant(s) who reside on the respective Lot, subject to the Rules and other reasonable regulations imposed by the Board.

4.03 WAIVER OF USE.

No Owner may be exempt from personal liability for Assessments duly levied by the Homeowners Association, or cause a release of the Lot owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot.

4.04 TITLE TO THE COMMON PROPERTIES.

After all improvements anticipated to be constructed in the Property have been constructed and conveyed to purchasers, or sooner at the option of Declarant, Declarant shall convey to the Homeowners Association by quit-claim deed the fee simple title to the Common Properties and the Homeowners Association, shall be bound to accept said conveyance without the joinder to such deed. Declarant, and thereafter the Homeowners Association, shall hold title to the Common Properties for the benefit of those persons entitled to use the same under the provisions hereof. Declarant may mortgage the Common Properties to finance the original development and construction thereof, provided that the Common Properties shall be free and

clear of all mortgages at the time of conveyance to the Homeowners Association, and the Homeowners Association shall not be personally liable for payment of the debt secured by such mortgage(s).

4.05 ACCESS.

Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Homeowners Association, and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across any private streets, sidewalks and access ways constructed on the Common Properties from time to time.

4.06 UTILITIES.

The Property shall be subject to such non-exclusive easements as may be determined in the sole discretion of Declarant for utilities, including, but not limited to, water, sewer, telephone, electric and cable television, as may be reasonably required to properly and adequately serve the Property or other portions of the Property as it exists from time to time. Declarant reserves the right to locate water, sewer, electric, and other utility meters serving any buildings or other facilities in one common location on one Lot, and in that event an easement shall exist for the common meters so constructed, and any wires, pipes, or other facilities connecting such meters to the Lots, and for the maintenance and repair of the foregoing and for the reading of such meters. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof.

4.07 DECLARANT.

Declarant hereby reserves such non-exclusive easements as are necessary (in Declarant's reasonable discretion) in order to exercise its rights hereunder and otherwise construct, develop and market the Property. The Property shall be subject to any and all such easements deemed necessary by Declarant. Any easements rights created by this Declaration, generally or specified, in favor of Declarant may be assigned by Declarant, partially or otherwise, without the consent or joinder of the Homeowners Association or the Owners.

4.08 SERVICES.

Declarant hereby grants to courier or delivery services, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant to service the Property, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation.

4.09 LOT LINE ENCROACHMENTS.

Certain dwellings and other Improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, roof overhangs, gutters, or fences, may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line (as well as that portion of the adjoining Lot or Common Properties subject to such encroachment) between the Lot upon which said dwelling is located and either an adjoining Lot or a portion of the Common Properties. In all such cases, said adjoining Lot or portion of the Common Properties shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improving, including meter reading. All of such improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section 4.09 unreasonably interfere with the use of the Lot subject to the same.

4.10 EASEMENTS.

Non-exclusive easements are hereby granted in favor of the Homeowners Association throughout the Property as may reasonably be necessary for the Homeowners Association to perform its services required and authorized hereunder, so long as one shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Homeowners Association, including its agents, for purposes of (i) maintaining landscaped areas within the front yards of each Lot, and (ii) irrigating any and all portions of each Lot pursuant to a common scheme which shall be determined by the Homeowners Association from time to time. All easement rights granted hereunder to the Homeowners Association shall be deemed to have been similarly granted in favor of the Association, if any.

4.11 EXECUTION.

If and to the extent that the creation of any of the easements described in this Article IV required the joinder of Owners, then Declarant may, by its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments required. The Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal agent or attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article IV shall recite that it is made pursuant to Article IV of this Declaration.

4.12 SURVIVAL.

Any and all easements, licenses, or other rights granted or reserved pursuant to this Article IV shall survive any termination of this Declaration.

3. **Article V, COVENANT FOR MAINTENANCE ASSESSMENTS**, is hereby amended as follows:

5.01 OBLIGATIONS FOR ASSESSMENTS.

Each Owner of any lot, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, is deemed to covenant and agree, to pay the Homeowners Association: (a) annual Common Assessments for Common Expenses; (b) individual Assessments; and (c) Special Assessments, all of which are hereinafter collectively described as the "Assessments". All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Lot and Owners thereof for its respective Assessments shall commence the day on which title to the lot is conveyed to Declarant or to Declarant's first purchaser thereof (in accordance with Declarant's contractual obligation with the Project's developer) and shall be prorated from such date.

All Assessments, together with interest, costs, late charges and reasonable attorney's fees for the collection thereof, shall be a charge of each lot (except for Declarant-owned lots) and shall be a continuing lien thereon as more particularly described hereof. Each Assessment, together with interest, costs, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the Assessment fell due. Subject to the provisions of this Declarant protecting Institutional Mortgages, the personal obligation for delinquent Assessments shall be the joint and several obligations of such Owner and the successors in title to such Owner.

5.02 COMMON ASSESSMENTS.

The Common Assessments levied by the Homeowners Association shall be used exclusively to pay Common Expenses. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse Declarant for any start-up expenses advanced by Declarant.

5.03 AMOUNT OF COMMON ASSESSMENTS; WHEN PAYABLE.

At least ten (10) days prior to the beginning of each fiscal year, the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Homeowners Association during the coming year in performing its functions under this Declaration. The annual Common Assessments for each lot shall equal the amount of the estimated operating budget, as adopted pursuant to the Bylaws (less any surplus or plus any deficit from prior years), divided by the lots, provided however, that the

Board of Directors may establish different assessments for the units. From time to time during the fiscal year, the Board may modify the budget for the fiscal year and, upon written notice to members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Homeowners Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in full in advance unless determined by the Board, from time to time, to be payable more frequently. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Homeowners Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Homeowners Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for Common Expenses be due less than ten (10) days from the date of the notification of such Assessments. The budget and Assessment procedure shall be further subject to the provisions of the Bylaws.

5.04 DECLARANT FUNDING OF DEFICIT.

Until such time as Declarant no longer controls a majority of the Board of Directors, or such earlier date on which Declarant notifies the Homeowners Association in writing that Declarant elects to pay Common Assessments for Common Expenses, as in the case of any other Owner, Declarant shall not be liable for Common Assessments for Common Expenses for any lots owned by Declarant, but in lieu thereof, Declarant shall be responsible for all Common Expenses in excess of the Common Assessments for Common Expenses receivable from the other Owners. During such period when Declarant is not liable for Common Assessments from Common Expenses for lots owned by Declarant, the Common Assessments for Common Expenses shall be established by Declarant based upon Declarant's good faith estimate of what the expenses of the Homeowners Association would be if all lots within the Property were improved, so that Common Assessments for Common Expenses during such period will be approximately what said Common Assessments would be if the development of the Property, as contemplated by Declarant, was complete. Such obligation of Declarant shall be deemed a Common Assessment and if Declarant fails to pay the same, then the Homeowners Association shall have all remedies for collection provided in this Declaration.

5.05 INDIVIDUAL ASSESSMENTS.

Any maintenance, repair, or replacement within the Property arising out of or caused by the willful or negligent act of an Owner, including the Owner's family, tenants, guests or invitees, shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective lot, to the extent proceeds of insurance are not collected with respect to such loss. Additionally, any fine imposed by the Board in accordance with the Bylaws or other expense of the Homeowners Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, Bylaws, or Rules, shall be charged to such Owner and the Owner's respective lot as an Individual Assessment.

5.06 SPECIAL ASSESSMENTS.

In addition to the Common and Individual Assessments authorized above, the Board may levy at any time, in accordance with the Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, painting, repair or replacement of a structure, paving of common properties, or capital Improvement, upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other Common Expenses of the Homeowners Association not originally budgeted, including shortfalls in Common Assessments. No action authorized in this Section 5.06 shall be taken without the prior written consent of Declarant as long as Declarant owns any lot. Such consent may be granted on the condition that the Special Assessment only be applied to Owners and lots other than Declarant and Declarant-owned lots, in which event Declarant and lots owned by them shall be exempt from such Special Assessment. Special Assessments are not covered by Declarant's funding of the deficit set forth herein.

5.07 NOTICE FOR ANY SPECIAL ASSESSMENT.

Written notice of any meeting of Members called for the purpose of authorizing a Special Assessment, or as part of an annual meeting of Members, shall be sent to all Members not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not presented, such meeting may be rescheduled, subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

5.08 PROPORTIONATE SHARE OF ASSESSMENT.

Common Assessments and Special Assessments provided for in this Article V shall be allocated and assessed among all lots required to make such payments, as determined by the Board.

5.09 FINANCIAL REPORTS.

Within one hundred twenty (120) days following the end of each fiscal year, the Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures on the Homeowners Association for the preceding fiscal year, and shall cause to be distributed a copy of each such statement to each members, and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board. Such financial report shall be, at a minimum, reviewed and certified by an independent certified public accountant, and, at the election of the Board, may be audited.

5.10 ASSESSMENT, ROSTER AND NOTICES.

The Homeowners Association shall maintain a roster of the amount of all Assessments against each lot, which shall be calculated in accordance with this Article V. The roster shall be kept in the office of the Homeowners Association and shall be open to inspection by any Owner.

Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Homeowners Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser on the purchaser's mortgagee a certificate in writing signed by an officer of the Homeowners Association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee shall be conclusive as to the information set forth therein.

5.11 DUE DATES FOR SPECIAL INDIVIDUAL ASSESSMENTS.

Any Individual Assessment or Special Assessment shall be payable pursuant to written notice to each Owner by the Board, unless any such Assessment is deemed by the Homeowners Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

5.12 LATE FEES.

As more fully provided in the Declaration, each member, regardless of how title is acquired, including a purchaser at a judicial sale (other than by foreclosure a deed in lieu thereof of a first mortgage encumbering the Unit Owner), is obligated to pay to the Association annual, special and individual assessments which are secured by a continuing lien upon the property against which the assessment is made. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of conveyance. Any assessment which is not paid within fifteen (15) days of its due date shall be delinquent, and the Unit Owners owing said assessment shall pay to the Association a late fee of ten percent (10%) of the amount of the assessment, or Fifteen Dollar (\$15.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. Following delinquency of any assessment, the Association may bring an action at law against the Unit Owners personally obligated to pay the same, may foreclose the lien against the Unit Owners or may bring any other action at law or equity, and interest, costs and reasonable attorneys' fees, including all appellate levels, of any such action shall be added to the amount of such assessment. No Unit Owners may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his/her Unit Owner or Lot.

5.13 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

The Declarant, as owner of the Property described in Exhibit "A", to secure the Homeowners Association in the payment of all assessments of any type or nature for Homeowners Association expenses, hereby gives and grants the Homeowners Association a lien against all Lots and units thereon and Units for their applicable share of the assessments due the Homeowners Association, being understood and agreed that one of the reasons the Declarant has executed this Declaration is for the purpose of making all assessments due the Homeowners Association under this Declaration a lien against all Lots and Units therein and Units within the

plat of the Property described in Exhibit A (which plat is now recorded) for their applicable share of all of the assessments to the Homeowners Association. The lien herein granted shall commence upon the recording of the Declaration, in the Public Records of Miami-Dade County, Florida. The Declarant for each Lot or Unit owned by it, and each owner of any Lot or Unit, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments or charges, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the Lots and units thereon and shall be a continuing lien thereon against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees shall also be the personal obligation of the person (or persons) who was the owner of such Lot and Unit thereon at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

5.14 PURPOSE OF ASSESSMENTS.

The assessments levied by the Homeowners Association shall be for the purpose as defined and set forth in this Declaration of Covenants and Restrictions and for such other purposes as the Board of Directors of the Homeowners Association determines.

5.15 ANNUAL ASSESSMENTS.

The Board of Directors of the Homeowners Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Homeowners Association. The expenses of the Homeowners Association are those expenses as set forth in the Declaration, as amended, and such other expenses as are determined by the Board. The annual assessment for regular expenses shall be determined by the Board based upon an estimated annual budget, which may be prepared and adopted by the Board of Directors prior to the commencement of the applicable calendar year. Should the Board of Directors fail to adopt a budget for a particular calendar year as required, the budget for the year preceding such calendar year shall continue in force; provided, however, the Board of Directors shall have the right to adopt a budget for a calendar year after commencement of the applicable calendar year. The Homeowners Association shall be on a calendar year basis beginning with the calendar year in which this Declaration is recorded in the Public Records of Miami-Dade County, Florida. Assessments shall be payable monthly, quarterly, semi-annually or annually or at such period, in advance, unless otherwise ordered by the Board. Expenses shall be shared by all unit owners within the Property on an equal basis. Each unit shall commence its share of the Homeowners Association expenses on the day title to the unit or Lot on which such Unit(s) is located is conveyed by deed of conveyance from the Declarant or any entity related to or affiliated with the Declarant to the first grantee thereof. A conveyance by the Declarant to a related or affiliated entity shall not be deemed a conveyance to the first grantee as provided in the preceding sentence. Notwithstanding the foregoing, where the Declarant conveys an unimproved Lot or Lots to a person or entity not related to or affiliated with the Declarant, such Lot or Lots shall

commence paying their share of the Homeowners Association expense commencing with the day title to the Lot or Lots is conveyed; provided, however, an unimproved Lot shall be deemed for purposes of assessments to be one Unit and at such time as said Lot is improved and receives a certificate of occupancy or similar permit from the applicable governmental authority, the assessment due shall be based upon the number of Units on said Lot or Lots. Where the Declarant or an entity related to or affiliated with the Declarant constructs Units on a portion of the Property and rents such Units, the units shall commence paying their share of assessments of the Homeowners Association at such time as the building or structure receives a certificate of occupancy or like governmental permit from the applicable governmental authority. Notwithstanding anything in this Declaration or exhibits hereto to the contrary, the Declarant shall not pay any regular assessments or special assessments on account of any unimproved Property owned by it or on account of any sales offices or model units owned by it within the Property described in Exhibit A.

5.16 SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized herein, the Homeowners Association may levy in any assessment year applicable to that or the previous years for such purposes as are determined by the Board of Directors. This section related to special assessments as opposed to regular annual assessments. Special assessments shall be shared equally by each Unit and it shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Homeowners Association. Notwithstanding the foregoing, certain special assessments may be charged against certain units and Units Owners and in differing amounts pursuant to Articles V of this Declaration. Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, the Declarant, except as provided in Article V, shall not pay any regular annual assessments or special assessments on account of any unimproved Property owned by it or on account of any sales offices of model units owned by it within the Property described in Exhibit A.

5.17 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Homeowners 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 or reconstruction, painting, repair or replacement of a structure, or paving of common improvements, or capital improvement upon the Common Maintenance Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the majority of the votes of 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 not less than 10 days not more than 60 days in advance of the meeting setting for the purpose of the meeting.

5.18 DUTIES OF THE BOARD OF DIRECTORS.

The duties of the Board of Directors of the Homeowners Association is to fix and determine the regular annual assessments and special assessments of the Homeowners Association and those duties as are specifically provided for in this Declaration and in the Homeowners Association's By-Laws and Articles of Incorporation. The Homeowners Association shall upon demand at reasonable times furnish to any unit Owner or Lot Owner liable for said assessments a certificate in writing by an officer of the Homeowners Association, setting forth whether assessments have been paid. Such certificate shall be conclusive evidence of any assessment herein stated to have been paid. There shall be a charge for each certificate as to payment of assessments after the first certificate request in each calendar year, and such charge shall be as determined by the Board of Directors of the Homeowners Association.

5.19 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE HOMEOWNERS ASSOCIATION

A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereinafter imposed on the lot by the Homeowners Association (the "Assessment Lien"). The Assessment Lien shall relate back to and be effective from the date of the recorded Declaration, and shall include all costs of collection, including reasonable attorneys' and legal assistants' fees and costs incurred at all tribunal levels, as well as late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within the time periods as provided hereof, shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or not greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made. If any installment of an Assessment is not paid when due, the Owner responsible therefor may be required further by the Board to pay a late charge equal to an amount not greater than the amount of the unpaid installment. The Homeowners Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its Assessment Lien against the lot of such Owner(s), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his lot. If any installment of a Common Assessment is not paid when due, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year. If the delinquent installment(s) of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable upon written notice of such election by the Homeowners Association, which may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any payments made to the Homeowners Association by any Owner shall be applied or be disbursed by the Homeowners Association, in order, for (i) any sums advanced and paid by the Homeowners Association for taxes and payment of account of superior mortgages, liens, or encumbrances which may have been advanced by the Homeowners Association in order to preserve and protect its Assessment Lien; (ii) reasonable attorney's fees and costs incurred by the Homeowners Association incidental to the collection of assessments and other monies owed to the Homeowners Association by the Owner for the enforcement of its Assessment Lien; (iii) interest on any Assessments or other monies due to the Homeowners Association, as provided herein; and (iv) any unpaid Assessments owed to the Homeowners Association with application to the oldest Assessments first.

5.20 NOTICE OF LIEN.

No action shall be brought to foreclose the Assessment Lien herein created unless at least thirty (30) days expired following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Lot, and a copy thereof has been recorded by the Homeowners Association in the Public Records of the County. The Notice of Lien must recite a good and sufficient legal description of any such Lot, the record Owner thereof, the amount claimed (which may at the Homeowners Association's option include interest on the unpaid Assessment at the rate set forth hereof, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said Assessment Lien and late charges), and the name and address of the Homeowners Association as claimant. Such Notice of Lien shall be signed and acknowledged by a duly authorized officer or agent of the Homeowners Association. Filing a Notice of Lien shall not be a prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of hereof). The Assessment Lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, charges, interest and reasonable attorney's fees which accrue subsequent to filing the Notice of Lien.

5.21 SUBORDINATION OF THE LIEN TO INSTITUTIONAL MORTGAGES.

Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage, which is arm's-length, made in good faith and not intended to avoid said lien, and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any lot shall not affect the Assessment Lien. However, the sale or transfer of any lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the Assessment Lien as to installments and other sums which became due prior to such sale or transfer. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees; provided, however, no sale or transfer shall relieve such lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

5.22 FORECLOSURE SALE.

The Assessment Lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Homeowners Association, through a duly authorized officer or agent, shall have the power to bid on the lot at foreclosure sale, with credit given for the amount of the judgment, and to acquire and hold, lease, mortgage and convey the same.

5.23 CURING OF DEFAULT.

Upon the timely curing of any default for which a Notice of Lien was filed by the Homeowners Association (including payment of all delinquent principal, interest, late charges, and cost of collection), a duly authorized officer or agent of the Homeowners Association shall record an appropriate release of the Assessment Lien upon payment by the defaulting Owner of a fee, to be determined by the Homeowners Association, but not to exceed Four Hundred and 00/100 Dollars (400.00), to cover the cost of preparing and recording such release.

5.24 CUMULATIVE REMEDIES.

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

4. **Article VII, ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE**, is hereby amended to read as follows:

7.01 ARCHITECTURAL CONTROL.

All 'improvements' as defined herein, constructed on any portion of the Property by any of the Owners shall be subject to approval, as necessary, provided, however, the Board shall hereby retain the right, to be exercised at any time in the future, at its option, to create an Architectural Review Committee ("ARC"), whereby, the ARC shall create certain building criteria and have the right to require the improvements constructed within the Property be in compliance with such criteria.

7.02 MEMBERS OF THE COMMITTEE.

The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC" or "Committee", shall initially consist of one (1) person who shall be designated by Declarant from time to time, which number of Committee members may be increased by Declarant at any time. The Committee member appointed by Declarant shall hold office until the membership ceases pursuant to this Declaration. Thereafter, the Committee shall consist of three (3) members who shall be appointed by the Board and shall hold office until such time as they shall resign or be removed by the Board. Members of the Committee not appointed by Declarant

may be removed by the Board at any time without cause.

7.03 REVIEW OF PROPOSED CONSTRUCTION.

No improvement of any kind, including but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee, in accordance with the "Community-Wide Standard". The "Community-Wide Standard" shall mean the conduct, maintenance or other activity generally prevailing throughout the Property, but may be more specifically determined by the Board or the ARC, though not inconsistent with any standard created by the Declarant. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the property and that the appearance of any improvement or other structure affected thereby will in harmony with surrounding structures and improvements and is otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. Any approval of additional landscaping by the Committee may be made on the condition that such landscape be maintained by and at the sole cost of the Owner of the affected dwelling unit. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any dwelling unit shall be further conditioned on compliance with City ordinances and the obtaining of applicable governmental approvals, if any.

7.04 MEETINGS OF THE COMMITTEE

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not be one of its members) to take any action or perform any duties of the Committee on its behalf. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

7.05 NO WAIVER OF FUTURE APPROVALS.

The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

7.06 COMPENSATION FOR MEMBERS.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

7.07 LIABILITY OF THE COMMITTEE.

No member of the Committee (or Declarant or the Board which appointed them or any representative designated by the Committee) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Committee members (and the Declarant and/or Board which appointed them and any representative designated by the Committee) harmless from any cost, claim, damage, expense or liability whatsoever, including attorney's fees and costs at all tribunal levers, arising out of the approval of any plans regardless of the negligence of the committee members, their representative, or appointing entity.

7.08 INSPECTION OF WORK.

Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the applicant for such approval ("Applicant") shall give written notice of completion to the Committee.

B. Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such completed work. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

C. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon proper notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of

correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and the Applicant shall reimburse the Homeowners Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Homeowners Association, the Board may levy an Individual Assessment against such Applicant for the reimbursement.

D. If for any reason the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

E. Any and all costs incurred by the Committee, and paid to third parties, shall be paid by the Applicant.

7.09 DECLARANT'S EXEMPTION.

Anything herein to the contrary notwithstanding, Declarant and any builder designated by Declarant, and all property owned by any of the foregoing shall be exempt from the provisions of this Article. Declarant and any builder designated by Declarant, shall not be obligated to obtain Committee approval for and construction or changes in construction which Declarant or other builder designated by Declarant may elect to make.

7.10 VARIANCES.

The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variances was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declarations for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

5. **Article VIII, USE RESTRICTIONS**, is hereby amended to read as follows:

LOTS, UNITS, COMMON PROPERTY, COVENANTS, AND RULES AND REGULATIONS

8.01 NUISANCES.

No Owner shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant odors, or (iv) any other nuisance or annoyance by himself, his family, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts, or conveniences of the Owners. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board.

8.02 TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on the Property at any time either temporarily or permanently, provided, however, that construction sheds or trailers and temporary sales offices or sales trailers used to facilitate the construction and sales of portions of the Property may be located on the Property during active construction upon the Property.

8.03 OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Property.

8.04 LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, unless such pets are prohibited to be kept pursuant to other instruments or record in Miami-Dade County, Florida. Where pets are permitted, such pets shall be kept on a leash at all times while such pet is outdoors.

8.05 GARBAGE AND REFUSE DISPOSAL.

No trash or garbage cans, supplies, milk bottles, newspapers, furniture, debris, nonfunctioning automobiles, or other articles shall be placed on front patios or yards. The Board shall have the right to prescribe a "standard" trash or garbage container to be purchased by and

used by each Owner. To provide a healthy environment and in order to eliminate odors and vermin, all trash and garbage must be placed in plastic bags and deposited only in the areas and on the days designated by the Board. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

8.06 WATER SUPPLY.

No individual water supply system shall be permitted on any Lot, except for irrigation purposes only, as long as the water obtained therefrom will not stain walls, landscape or other improvements on a Lot. Lots abutting canals, waterways, or ponds may use such canals, waterways or ponds for a water supply for irrigation purposes only, as long as the water obtained therefrom will not stain walls, landscape or other improvements on a lot, and provided that the Lot Owner or Unit Owner obtains the written approval of the Homeowners Association as to the use of such canals, waterways, or ponds as water supply, as well as the necessary approvals from all applicable governmental agencies.

8.07 SEWAGE DISPOSAL.

No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all applicable governmental authorities. Approval of such system as installed shall be obtained from such governmental authorities.

8.08 COMMON PROPERTIES.

There shall be no alteration, addition, or improvement of the Common Properties except as provided in this Declaration, nor shall any person use the Common Properties or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Homeowners Association or approved and authorized in writing by the Homeowners Association. Notwithstanding the foregoing, the Declarant shall have the right to make such improvements to the Common Properties as it determines in its sole discretion as hereinafter provided in this Declaration.

8.09 AUTOMOBILES, COMMERCIAL VEHICLES AND BOATS.

Except as provided below, no commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may be kept overnight on the Property (the "Prohibited Vehicles") unless totally enclosed in a garage, if applicable, and not visible from the outside. Prohibited vehicles include, but are not limited to, those (i) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (ii) containing tool racks, saddle racks, or other elements of a commercial nature. No vehicles shall be repaired within any Property, except on an emergency basis. No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. Except as provided below, no boat or

watercraft shall be stored overnight in the Property, unless totally enclosed in a garage and not visible from the outside. The Homeowners Association may, but shall not be obligated to, designate certain portions of the Common Properties, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this Section VIII may, in the sole and absolute discretion of the Homeowners Association, be terminated for such use without cause. The Homeowners Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefore.

8.10 EASEMENTS.

Easements for vehicular and pedestrian ingress and egress, access, control, installation, and maintenance of utilities and drainage facilities, shall be reserved as shown on the plat of the Property, and such easements shall also be deemed to be granted to the Homeowners Association and its members and their families, guests, servants, invitees, and employees.

8.11 RULES AND REGULATIONS.

The Board of Directors of the Homeowners Association may from time to time adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Property.

8.12 CLOTHESLINES.

No outdoor clothes drying lines or related facilities shall be allowed within any portion of the Residential Property if such are visible from anywhere outside of each prospective lot. The Board shall have the right to reasonably require each such clothes drying area to be landscaped in a fashion which will camouflage the presence of such clothes drying lines or facilities.

8.13 LOT OR UNIT.

All Lots and Units shall be maintained in good order and condition. The general condition of the other units and lots located within the Homeowners Association property shall be a determining factor. The Homeowners Association shall look to the exterior appearance of the unit as well as the maintenance of the lawn and surrounding landscaping in determining that the Unit and Lot are in general conformance with other Units and Lots located within the Homeowners Association property. The Homeowners Association shall have the power to enact rules and regulations or more specifically define, limit or expand the provisions of this paragraph.

8.14 WINDOWS AND GLASS DOORS.

No Lot Owner or Unit Owner shall be permitted to place aluminum foil upon any window or glass doors in or outside of his Unit.

8.15 SIGNAGE.

No signage of any type of form, except for the numerical designation of a property, may be displayed on any property, common area, or within the windows of any property.

8.16 BUILDING, LANDSCAPING AND OTHER IMPROVEMENTS AND ZONING REGULATIONS.

All buildings, improvements, and landscaping, where applicable, shall comply with the applicable minimum standards and zoning laws in force at the applicable time, subject to obtaining variances to such standards or zoning. The foregoing also applies to the location of all buildings and improvements, including landscaping of any type; provided, however, prior to any building or improvement being constructed or landscape installed, the written approval of the Homeowners Association, through the Architectural Control Committee, shall be first obtained, except as hereinafter provided as to the Declarant. The term "improvements" as used in this Declaration and Exhibits attached hereto shall mean a building(s), bulkhead, fences, walls, hedges, storage sheds, patios, patio covers, patio awnings, or satellite dishes. It is the intention of the Declarant to empower the Homeowners Association, through the Architectural Control Committee, with the authority to control not only the initial unit and improvements, landscaping, walls and fences to be constructed on a Lot, but also to control any additional changes or modifications of the original unit and improvements on any Lot, except all units or buildings constructed by the Declarant as well as landscaping, walls and fences installed or constructed by the Declarant shall be deemed approved by the Architectural Control Committee. This provision shall be interpreted in its broadest sense, it being the intention of the Declarant to permit a Lot Owner or Unit Owner to make alterations, changes and modifications within the interior of the original Unit, or to change or modify landscaping as to an area that is within the confines of a Unit without requiring consent or approval of the Homeowners Association or the Architectural Control Committee. The Homeowners Association shall have the power to enact rules and regulations to more specifically define the provisions of this paragraph.

8.17 RIGHTS OF DECLARANT.

Notwithstanding any provisions in this Declaration of Covenants and Restrictions to the contrary, the Declarant shall have the right with respect to the development of the Property to construct buildings and units and other improvements, including landscaping on the Property described in Exhibit A. The construction of buildings, units and improvements shall be of such type, nature, design, size, shape, height, materials, and location, including the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Declarant determines in its sole discretion without obtaining consent and approval of the Homeowners Association or its members, or the Architectural Control Committee; provided, however, that same complies with the applicable building codes and zoning laws in force at that time, subject to obtaining variance to such codes and zoning laws. The Declarant shall be entitled to place on a Lot or Lots or tract(s) temporary construction or sales trailers or other temporary facilities that may be required by the Declarant during the construction and sale of units and other improvements.

8.18 CONSTRUCTION OF IMPROVEMENTS.

During construction of any permitted improvements on a Lot, the Lot and all other portions of the Property shall be kept in a clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Lot and the Property. After commencement of construction of any permitted improvements on any Lot, the work thereon shall be diligently pursued and completed so that the improvements shall not remain in a partly finished condition for any period of time longer than which is absolutely required.

8.19 ANTENNAS.

No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, antenna poles, antenna masts, electronic devices, aerial, satellite dish or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or permitted upon any portion of a Lot. Notwithstanding, a satellite dish, not exceeding one (1) meter in diameter, may be permitted outside and in the rear of the unit or lot, provided that it is not visible from the front of the property, and so long as reception is not impaired, and provided that the prior written consent of the Board of Directors is obtained. The Board of Directors shall maintain the right to require the removal of any satellite dish not meeting the requirements set forth herein.

8.20 SIGNS.

No sign, advertisement, notice or other lettering (except street numbers in front of Lots or names and addresses on mail boxes) shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Property without the written consent of the Board. The Board shall have the right to prohibit any signs offering property for sale or rent, or limit the size of such sign. No Owner shall cause any sign, advertisement, notice or other lettering to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved by the Board.

8.21 OFF-STREET PARKING.

No overnight parking on the streets, nor encroaching on sidewalks or swale areas, shall be permitted, except as may be amended or consented to in writing by the Board. The Homeowners Association shall maintain a contract with a towing company for towing services if a violation occurs. The Homeowners Association reserves the right at its discretion to tow away any vehicle, at the owners expense, if improperly parked within the development.

8.22 RULES AND REGULATIONS.

The Homeowners Association may adopt additional reasonable rules and regulations, or amend or eliminate those operative from time to time, pertaining to the use and maintenance of

the Property, including rules and regulations relating to any of the Common Properties.

8.23 FENCES.

Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as permitted by the Board. All fences, if permitted, must be kept in good repair, including periodic painting for wooden fences and removal of damaged portions thereof. If fences are permitted, the Board may, in its discretion, require a parallel shrubbery to camouflage the presence of such fence. For all dry lots, fences must consist of a wood shadowbox style and must be painted. However, the Board may, in its discretion, permit other types of fencing other than as described herein from time to time. No fences may be erected on any waterfront lots which encroach upon a lake maintenance easement shown on the Plat or otherwise dedicated without obtaining a permit from all necessary governmental approvals, as well as approval by the Board. See additional covenants and restrictions set forth herein.

No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by the Declarant or its affiliates, and except as approved by the Board of Directors. In addition, any Owner installing a fence along the boundary line of a Lot shall be responsible for the maintenance of both sides of such fence and, to the extent necessary, shall have and is hereby granted an easement over the adjoining property for such purpose. Furthermore, no chain link fence shall be permitted on any Lot or portion thereof, unless installed by Declarant or its affiliates or other builders during construction periods, or as otherwise approved by the Board of Directors.

8.24 ACCESS CONTROL.

The Board shall have the right to determine, from time to time, the means of any electronic or manned access control for the Property and the Declarant is under no obligations and has not covenanted hereby to provide any such security devices or security personnel for the Property.

8.25 PETS AND ANIMALS.

Only common household pets belonging to Owners (or those occupying lots through the authority of Owners), and which pets have been approved by the Board, will be allowed within the Property, subject to the following further restrictions: (1) Only common household pets may be kept in a lot; (2) No pet shall be permitted outside a Dwelling Unit except on a leash and at all times under the control of its Owner; (3) No other animals, livestock or poultry of any kind shall be kept on any portion of the Property; (4) No pets shall be allowed to constitute a breeding or for any commercial purposes whatsoever; (5) No pets shall be allowed to constitute a nuisance; (6) Each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle; (7) The Board shall have the right to promulgate Rules further restricting the keeping of pets.

8.26 EMERGENCIES.

In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by its shall have the immediate right, but not the obligation, to enter any lot for the purpose of remedying or abating the cause of such emergency, at the Board's discretion, notwithstanding that the Owner of such lot is present at the time of such emergency.

8.27 SOLICITATION.

There shall be no solicitation by any person anywhere in the Property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

8.28 INSURANCE.

Nothing shall be done or permitted by any Owner which would increase the rate for any insurance maintained by the Homeowners Association, or cause such insurance to be canceled or not renewed by the insurer.

8.29 NO INTERFERENCE WITH CONSTRUCTION.

No Owner shall interfere with or impede any of the Declarant's construction and marketing activities within the Property so long as Declarant shall be performing same.

8.30 BUSINESS USE.

No trade or business may be conducted in or from any lot, except that an owner or occupant residing in a lot may conduct business activities within the lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitation of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The term "business" and "trade" as used in this Section III shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

8.31 LEASING OF A UNIT.

Units shall not be leased for less than one year or more than one time per year. Units shall not be leased without the prior written approval of the Homeowners Association, subject to leasing guidelines established by the Board from time to time. All leases shall provide that the Homeowners Association shall have the right to terminate the respective lease in the event of a default by an Owner's tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. Notwithstanding the lease of an Owner's Unit or liabilities and obligations of the Owners created hereunder, including the Rules, shall continue unabated.

8.32 NO TEMPORARY BUILDINGS.

No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Board. No additions or alterations to any structure shall be allowed without the prior written consent of the Architectural Committee or Board.

8.33 MAILBOXES.

All mailboxes installed shall be in accordance with the approved mailboxes of the community, as required by the Board of Directors.

8.34 SPRINKLERS.

All lot owners or unit owners with sprinkler systems must install a rust protection system to avoid discoloration or staining of any walls, structures, or common areas.

8.35 EXTERIOR OF RESIDENCE.

Each owner shall maintain all structures (including residences) located on a Lot in a neat, orderly and attractive manner and consistent with the general appearance of the development. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of the development as originally constructed and approved by the Declarant, or by any other builders who build in accordance with the plans approved by the Declarant (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the sole judgement of the Board of Directors of the Homeowners Association). Each Unit Owner shall repaint or restain, as required, the exterior portion of any unit Owner, in a color scheme or combination approved by the Board of Directors, (as further provided in the Rules and Regulations), as often as is necessary to comply with the foregoing standards. Each Unit Owner shall be responsible for maintaining in good state of repair and safe conditions the concrete driveway and the roof tiles of each dwelling, and such repairs and replacements shall be consistent with the quality, size, color and style initially used on the unit, as approved by the Board of Directors.

8.36 EXTERIOR COLOR PLAN.

The Board of Directors shall have final approval of all exterior color plans. The repainting and upkeep of the exterior of the dwelling permitted only in color schemes and combinations approved by the Board of Directors. Prior to repainting the exterior of any dwelling, Unit Owners must submit to the Board of Directors a sample of the proposed color scheme or plan, including base and trim colors. Within fifteen (15) days of the submission of said color sample by the Owner, the Board of Directors shall either approve or disapprove the color scheme or combination in writing. The failure of the Board of Directors to so approve or disapprove the color scheme or plan within said fifteen (15) days shall be deemed an approval of the color scheme or plan submitted by the Owner.

8.37 ROOFS.

All roofs must conform in color and material with the original scheme of Mowry Villas and must be approved by the Board of Directors, except that all roof tiles previously added by the Declarant may be installed with prior approval of the Board of Directors.

8.38 EXCEPTIONS.

All of the rules set forth in Section VIII hereof shall not apply with respect to customary and usual activities of Declarant in connection with its construction, development and marketing of the Property. Without limitation, this shall include:

- (a) The construction of buildings, or any other Improvements within the Property;
- (b) The sale of residences by Declarant or any other person or entity initially constructing residences within any portion of the Property.

- 5. **Article X, PROVISIONS RESPECTING RESIDENCES**, Section 1 is hereby deleted.
- 6. **Article XII, GENERAL PROVISIONS**, Section 4 is hereby amended as follows:
- 7. **Article XII, GENERAL PROVISIONS**, Section 8 is hereby amended to reflect that all notices to Owner shall hereinafter be sent to the Association at the following address:

Puerta del Sol Homeowners Association, Inc
12900 SW 128th Street, Suite 100
Miami, Florida 33186

8. The Declaration is hereby amended to add the following provision as Article XIII:

**COVENANTS OF UNIT OWNERS AND LOT OWNERS AS TO
MAINTENANCE, TAXES AND OTHER MATTERS**

13.01 HOMEOWNERS ASSOCIATION.

The Homeowners Association shall govern, operate, control and manage the lots, units and Common Properties within the Property pursuant to the terms and provisions of this Declaration and the Homeowners Association's Articles of Incorporation and By-Laws. The Homeowners Association shall at all times pay the Property ad valorem taxes and any other taxes on the Common Properties if said taxes are billed to the Homeowners Association as differentiated from being billed to the unit Owners and Lot Owners and pay any governmental liens assessed against the Common Properties. The Homeowners Association shall further have the obligation and responsibility for the hiring of certain personnel and for the maintenance, repair, upkeep and replacement of Common Properties and facilities, if any, and if permitted by the applicable governmental authorities and this Declaration, other matters as follows:

(a) Maintain, repair, replace and operate the Common Properties and all improvements constructed thereon or made to the Common Properties by the Declarant or Homeowners Association; pay the Property ad valorem taxes, other taxes and governmental liens assessed against the Common Properties and billed to the Homeowners Association; obtain and pay premiums for public liability insurance as to the common Properties and obtain and pay the premiums for fire and extended coverage insurance and vandalism and malicious mischief insurance, where applicable, insuring all of the insurable improvements on the Common Properties to the extent determined by the Board of Directors of the Homeowners Association. The aforesaid insurance policies shall be in the name of the Homeowners Association and for the benefit of the Homeowners Association and its members and such other parties as the Homeowners Association determines, provided, however, the Declarant shall be a named insured in such insurance policies. The aforesaid insurance policies shall be in such amounts, subject to such conditions, and contain such provisions including deductible provisions as the Board of Directors of the Homeowners Association determines in their sole discretion. The Board of Directors of the Homeowners Association may obtain such other type of insurance as they deem advisable. The Common Properties shall be maintained, repaired and replaced, if required, by the Homeowners Association as provided herein and shall be maintained and repaired in first-class condition. Should property ad valorem taxes or other taxes or government liens as to Common Properties be assessed against and billed to Unit Owners or Lot Owners, the Board of Directors of the Homeowners Association shall have the right to determine, in their sole discretion, if the Homeowners Association should pay all or any portion of the tax bill or tax bills for such taxes or liens. The Homeowners Association and its designees are hereby granted a perpetual easement over, through, repairing and replacing the Common Properties. The Homeowners Association in addition to maintaining the Common Properties shall pay for all of the cost and expenses of any type or nature as to the Common Properties, including without limitation, expenses, taxes, assessments, insurance premiums, cost of maintenance and repair, and all replacements and undertakings and all other costs applicable thereto.

(b) Should the Declarant in his sole discretion decide to construct a sign or signs identifying the builder on a portion(s) of the Common Properties, the Homeowners Association shall maintain and repair such sign in a first class condition and shall repair and replace such sign as may be required.

(c) The Declarant, at his sole cost and expense, may construct a sign or signs announcing as the builder, within the Property. The sign(s) shall be of such size, type, design, color and materials as determined by the Declarant and contain such wording as determined by the Declarant. The Homeowners Association, at its expense, shall maintain, repair and replace any landscaping or sprinkler system, if any, used in conjunction with such sign(s) and the area surrounding the sign(s) and shall pay the cost of water and electricity, if any, incurred in connection with the sign or the landscaping within said sign area. At such time or times as the Declarant may determine to contract such sign or signs, it being understood that there is no obligation on Declarant to construct such sign(s), the Declarant shall amend this Declaration to designate the sign area(s), and such amendment need only be executed by the Declarant without the joinder or approval of the Homeowners Association or any other person or entity.

(d) The Homeowners Association shall pay the costs and expenses for electricity for the street lights which may be constructed and located within the road right-of-ways or easement within the plat of the Property, if any. The cost and expense of such electricity shall be billed to the Homeowners Association or to the Declarant, and if the Declarant should pay such bill, the Homeowners Association shall immediately, upon demand, reimburse the Declarant for such sums as is paid by the Declarant. Any refunds or rebates for the cost or expense of installation or construction of street lights refunded by Florida Power and Light Company or its successors and assigns, shall be the sole and exclusive property of the Declarant and not the Homeowners Association. The Homeowners Association shall further be responsible to maintain and repair such street lights, including replacing the light bulbs located thereon, unless the obligations described in this sentence are performed by and at the expense of Florida Power and Light Company.

(e) The Homeowners Association shall maintain, repair and replace fences, walls, sprinkler systems, including but not limited to pumps, pipes, and sprinkler heads, and landscaping which is installed for the purpose of enhancing the esthetics of Mowry Villas, but which fences, walls, sprinkler systems or landscaping may be located within a road right-of-way or easement owned by a governmental authority or Association. The foregoing includes paying the cost of water for such sprinkler systems, where applicable, and the electricity used in connection with the pumps which are part of such sprinkler systems, where applicable. It is understood that should the applicable governmental authority, Association, or its designee make any repairs within such right-of-ways or easement, and such repairs cause damage to the fences, walls, sprinkler systems or landscaping within such right-of-ways, the cost of the repair and replacement of such fences, walls, landscaping and sprinkler systems shall be borne solely by the Homeowners Association unless otherwise paid by the applicable governmental authority of its designee.

(f) In addition, the Homeowners Association shall be responsible for the following items included but not limited to :

(i) All painting and maintenance of the Common Properties, and all Improvements thereon, as and when deemed necessary by the Board;

(ii) Maintenance and care for all landscaped areas within the Common Properties, and maintenance of irrigation equipment wherever placed to the extent irrigation facilities have been installed by Declarant;

(iii) Maintenance of any and all streets, roads, driveways, sidewalks, paths and entry features, road and Lot drainage, including curbs, gutters, storm sewers and swales, throughout the Common Properties which have not been dedicated to the public or any governmental body or area which the maintenance is the responsibility of the Association;

(iv) Payment of ad valorem and commercial personal property taxes, if applicable, with respect to the Common Properties, both prior to and after conveyance of same by Declarant to the Homeowners Association. This provision for payment of taxes prior to conveyance of legal title is fair in light of the Members' use and benefit of such property by virtue of easements created therein;

(v) Operation of the Common Properties in accordance with the Rules and other standards adopted by the Board from time to time, both prior to and after conveyance of same by Declarant to the Homeowners Association;

(vi) Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Homeowners Association in any covenants, conditions or restrictions applicable to the Property, or in the Articles or Bylaws;

(vii) Conduct business of the Homeowners Association, including arranging for ancillary administrative services such as legal, accounting and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events;

(viii) Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board;

(ix) Acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Homeowners Association by Declarant;

(x) Performing any and all management, operation and maintenance of portions of the Property if delegated to the Homeowners Association the obligation;

(g) Furthermore, the Homeowners Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform the following:

(i) Lighting of roads, sidewalks, walks and paths throughout the Property;

(ii) Conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees;

(iii) Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse;

(iv) Maintenance of electronic and other surveillance devices;

(v) Installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property;

(vi) Such other services are authorized in the Articles or Bylaws;

(vii) Clean-up, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Homeowners Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;

(viii) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project.

(h) Actions by Homeowner Association. Anything herein to the contrary notwithstanding, no general funds of the Homeowners Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article XIV hereof, (ii) collecting of debts owed to the Homeowners Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Homeowners Association, (iv) actions brought by the Homeowners Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Homeowners Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Homeowners Association in existence at any time. If the Homeowners Association's actions have been approved by the Members in accordance herewith, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Homeowners Association, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

The foregoing constitutes the basic and general expenses of the Homeowners Association and said expenses are to be shared as hereinafter provided. It shall be the duty and responsibility of the Homeowners Association, through its Board of Directors to fix and determine from time to time the sum or sums necessary and adequate to provide for the expense of the Homeowners Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws of the Homeowners Association. The Board of Directors of the Homeowners Association shall have the power and authority to levy special assessments should they become necessary as determined by the Board in their sole discretion and said special assessments should they become necessary as determined by the Board in their sole discretion and said special assessments shall be determined, assessed, levied, and payable in the manner determined by the Board as hereinafter provided in this Declaration or the Exhibits hereto. A regular assessment shall be payable in advance on a monthly, quarterly, semi-annual basis or as otherwise determined by the Board of Directors of the Homeowners Association.

13.02 MAINTENANCE OBLIGATIONS OF OWNERS.

Except for the duty of the Homeowners Association to provide for maintenance and other services as enunciated in this Declaration, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair, replace and restore the lot, including all improvements located thereon in a neat, sanitary and attractive condition, as may be subject to the Owner's respective control in accordance with the terms of this Declaration. In the event that any portion of such lot (i) falls into disrepair, (ii) is not properly maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or (iii) otherwise violates any of the obligations stated in this Declaration, then the Homeowners Association shall have the right, but not the duty, upon fifteen (15) days prior to written notice, to correct such condition and to enter upon such lot to make such repairs or to perform such maintenance as is required in the Homeowners Association's reasonable discretion; provided, however, the Homeowners Association shall have the right of immediate entry with respect to those portions of the lot lying outside of the house or other enclosed structures in the event of an emergency. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective lot. The Owner of such lot shall pay promptly all amounts due for such work, pursuant to written notice received from the Homeowners Association in like fashion to an Individual Assessment. Any costs and expenses or collection may be added, at the option of the Board of Directors, to the Individual Assessment.

13.03 MAINTENANCE OBLIGATIONS OF HOMEOWNERS ASSOCIATION.

The Homeowners Association shall maintain, or provide for the maintenance of, all the Common Properties and all Improvements thereon. The maintenance obligations of the Homeowners Association shall include all recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings or other structures situated on the Common Properties, except if such facilities are to be maintained by either private or public utility companies, or some governmental agency. In addition, the Homeowners Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation

which are on the Common Properties. The Homeowners Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Homeowners Association shall be discharged when and in such manner as the Board shall determine, in its sole judgment, to be appropriate.

8. The Declaration is hereby amended to add the following provision as **Article XIV, GENERAL PROVISIONS:**

14.01 ANNEXATION.

Additional Common Properties may be annexed to the Property by the Declarant, without the consent or joinder by the Homeowners Association or members of the Homeowners Association. Should the Declarant determine in its sole discretion to annex property or Common Properties, the annexation shall be evidenced by an amendment to this Declaration of Covenants and Restrictions, and such amendment shall be recorded in the Public Records of Miami-Dade County, Florida. The Declarant's right to annex Common Properties shall terminate three (3) years from the date of this Declaration.

14.02 NOTICES.

Any notice required to be sent to any Unit Owner or Lot owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as unit owner or Lot owner on the records of the Homeowners Association at the time of such mailing. The term unit Owner or Lot Owner as used herein shall also mean Homeowners Association member.

14.03 ENFORCEMENT.

The Declarant, the Homeowners Association or any Unit owner or Lot Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation of the covenant(s) or restriction(s) or to recover damages, and against the applicable Unit or Lot to enforce any lien created by these covenants; and failure by the Declarant, Homeowners Association or any unit owner or Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or to enforce any lien created by these covenants and restrictions the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

14.04 SEVERABILITY.

Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect the enforceability of any other provisions contained herein, which shall remain in full force and effect.

14.05 ADDITIONAL DEFINITION.

The terms "section" and "paragraph," were used in this Declaration and the Homeowners Association's By-Laws and Articles of Incorporation are synonymous unless the context otherwise requires. The terms "land" and "property" are synonymous unless the context otherwise requires.

14.06 CAPITAL IMPROVEMENTS.

Notwithstanding anything contained in this Declaration to the contrary, the Homeowners Association shall not make any capital improvements to the Common Properties for a period of three (3) years from the date of this Declaration without the prior written consent of the Declarant.

14.07 INDEMNIFICATION.

Every Owner of a Unit or Lot shall be entitled to use the common areas, at his or her own risk. Each Unit Owner or Lot Owner, his or her invitees and/or guests, hereby agree that the use of the facilities provided within the development, shall be used at the risk of the Unit Owner, his or her invitees and/or guests. Each Unit Owner and/or Lot Owner agrees to indemnify and hold harmless the Declarant and the Homeowners Association, its successors and/or assigns from any and all actions or causes of action, damages, death or damages resulting from the Unit Owner's or Lot Owner's use or his or her invitees, or guests use of the common areas provided within the development. Please see additional covenants and restrictions as set forth herein.

14.08 HOMEOWNERS DOCUMENTS.

This Declaration of Covenants and Restrictions contains certain Exhibits pertaining to Puerta del Sol Homeowners Association, Inc., enumerated herein as: Legal Description of Property-Exhibit A; Articles of Incorporation-Exhibit B; By-Laws-Exhibit C; Operating Budget-Exhibit D. The aforesaid Exhibits are incorporated herein by reference and made a part of the Declaration. This Declaration together with the Exhibits enumerated herein are referenced to as the Homeowners Document.

14.09 GENDER AND PLURAL.

The use in this Declaration of the male gender shall include the female gender, and the use of the singular shall include the plural and vice versa.

14.10 UNIT DESTRUCTION.

No Unit(s) shall be permitted on any Lot which replaces the original Unit(s) and improvements constructed thereon unless such Unit(s) and improvements are at least of similar size and type as the Unit(s) and improvements destroyed or removed, subject, however, to this Declaration.

14.11 ENCROACHMENTS.

In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure as originally constructed encroaches on any Lot, Tract or the Common Properties, it shall be deemed that the owner of such Lot or Tract or the Homeowners Association as the case may be for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water line, sewer line, utility line, sprinkler system, building or structure if same are constructed in substantial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

14.12 NO REPRESENTATIONS OR WARRANTIES.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY DECLARANT TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BY LAW.

14.13 DECLARANT EXEMPTION.

Anything in this Declaration to the contrary notwithstanding, so long as Declarant owns any portion of the Residential Property, nothing herein shall be construed to prevent, limit, or impair Declarant's right and ability to complete development of the Property in any manner determined by Declarant from time to time, including, but not limited to, Declarant's right to operate and maintain models, gates, sales and leasing offices, construction activities, promotional activities and signs.

14.14 INFORMATION.

The Homeowners Association shall make available for inspection to Owners and Institutional Mortgages, upon request, during normal business hours, current copies of this Declaration, the Articles, Bylaws, or any Rules concerning the Property, together with the books, records, and financial statements of the Homeowners Association.

14.15 VOIDABILITY OF CONTRACTS.

The Homeowners Association shall have not have the right to cancel any contract, lease, or management agreement entered into by the Homeowners Association prior to Declarant turning over control of the Homeowners Association to Owners other than Declarant, unless the

Homeowners Association has a right of termination “without cause” in such contract, lease, or management agreement, which is exercisable without penalty at any time after transfer of control upon not more than ninety (90) days notice to the other party.

14.16 ASSIGNABILITY OF DECLARANT’S RIGHTS.

The rights of Declarant under this Declaration, the Articles, and the Bylaws may be assigned any number of times, in whole or in any part, on an exclusive or non-exclusive basis by written instrument recorded in the public records of the County. Any partial assignee shall not be deemed the Declarant, except as expressly and specifically assigned and assumed. No assignee shall have any liability for any acts of Declarant or any prior Declarant, prior to the date of assignment or transfer, unless such assignee is assignee and agrees to assume such liability.

14.17 PRIORITY OF DOCUMENTS.

This Declaration shall be paramount in those instances of irreconcilable conflict among or between it and the Articles, Bylaws, or Rules, in the absence of any express language indicating which document controls the particular subject matter; the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

14.18 PROPERTY COVENANTS.

All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all Owners as herein defined, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles and Bylaws. Both the burdens imposed and the benefits derived from this Declaration shall run with each lot, as herein defined.

14.19 NO PARTITION.

Except as is permitted in the Declaration or amendments thereto, there shall be not physical partition of the Common Properties or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to property which may or may not be subject to this Declaration.

14.20 MODIFICATION OF PROPERTY PLAN.

Declarant reserves the absolute right at any time and from time to time to modify the Property Plan for all or any portion of the Property, and in connection therewith to develop residences upon the Property which are substantially different from the planned residences for

the Property from time to time, and in the event Declarant changes the type, size or nature of the residences or other improvements to be construed upon the property, Declarant shall have no liability thereafter to any Owner. In addition, Declarant makes no representations or warranties as to the manner in which any other property outside of the property will be developed, and shall have no liability to any Owner as regards the development of any other property in or around the Property.

IN WITNESS WHEREOF, the undersigned entities have caused these presents to be signed by their proper officers, and their corporate seals to be affixed, this 14 day of October, 2003.

Signed, sealed and delivered
in the presence of

Witness

[Signature]
W. GARCIA

Witness

[Signature]
Esther C. Gutierrez

Witness

[Signature]
W. GARCIA

Witness

[Signature]
Esther C. Gutierrez

DECLARANT:

**MOWRY DRIVE INVESTMENTS,
LLC., a Florida Limited Liability
Company**

MANAGER:

**SOUTHERN HOMES OF BROWARD,
INC., a Florida corporation**

By:

[Signature]
HECTOR GARCIA, PRESIDENT

HOMEOWNERS' ASSOCIATION:

**PUERTA DEL SOL HOMEOWNERS
ASSOCIATION, INC.,
a Florida corporation not for profit**

By:

[Signature]
FRANCISCO PEREZ, President

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

The foregoing instrument was sworn to, subscribed and acknowledged before me this ^{14th} day of October 2003, by **HECTOR GARCIA, President of SOUTHERN HOMES OF BROWARD, INC., a Florida corporation, Manager of MOWRY DRIVE INVESTMENTS, LLC., a Florida Limited Liability company,** on behalf of the company. He is personally known to me or has produced _____ as identification.



Esther C Gutierrez
My Commission DD167492
Expires November 24, 2006

Notary Public, State of Florida at Large

Print Name: _____

My Commission Expires: _____

My Commission Number: _____

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

The foregoing instrument was sworn to, subscribed and acknowledged before me this ^{14th} day of October 2003, by **FRANCISCO PEREZ, President of PUERTA DE LSOL HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit,** on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Esther C Gutierrez
My Commission DD167492
Expires November 24, 2006

Notary Public, State of Florida at Large

Print Name: _____

My Commission Expires: _____

My Commission Number: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1-10, in Block 1, Lots 13-30, in Block 3, Lots 1-34, in Block 4, Lots 1-34, in Block 5, Lots 1-18, in Block 6, and Lots 1-30, in Block 7, of MOWRY VILLAS, according to the Plat thereof, as recorded in Plat Book 121, at Page 12, of the Public Records of Miami-Dade County, Florida.

Lots 7-18, in Block 2, and Lots 1-12, in Block 3, of MOWRY VILLAS, according to the Plat thereof, as recorded in Plat Book 121, at Page 12, of the Public Records of Miami-Dade County, Florida.



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

October 9, 2003

PUERTA DEL SOL HOMEOWNERS ASSOCIATION, INC.
12900 SW 128TH STREET
SUITE 100
MIAMI, FL 33186

Re: Document Number N03000008631

The Articles of Amendment to the Articles of Incorporation of MOWRY VILLAS HOMEOWNERS ASSOCIATION, INC. which changed its name to PUERTA DEL SOL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on October 8, 2003.

This document was electronically received and filed under FAX audit number H03000292603.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Darlene Connell
Document Specialist
Division of Corporations

Letter Number: 803A00055205

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

EXHIBIT "B"

**ARTICLES OF INCORPORATION OF
PUERTA DEL SOL HOMEOWNERS ASSOCIATION, INC.**

SEE ATTACHED

ARTICLES OF INCORPORATION

MOWRY VILLAS HOMEOWNERS ASSOCIATION, INC.

A FLORIDA NOT-FOR-PROFIT CORPORATION

The undersigned, desiring to act as the subscribers of **MOWRY VILLAS HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, which address is 12900 SW 128th Street, Suite 100, Miami, Florida 33186, do hereby subscribe to, establish, and incorporate this corporation by adopting the following as the Articles of Incorporation of this corporation.

ARTICLE I

NAME

The name of the corporation is **MOWRY VILLAS HOMEOWNERS ASSOCIATION, INC.** As used in these Articles and in the By-Laws the term "Homeowners Association" shall mean this corporation.

ARTICLE II

PURPOSE

The purpose of the Homeowner' Association is to promote and develop the common good and social welfare of the residents of Mowry Villas Homeowners Association, Inc, a planned unit development of the real property more particularly described in the attached Exhibit "A", situate within the City of Homestead, Miami-Dade County, Florida, by effecting the following:

A. Operation and administrating the functions of the Homeowners Association and to carry out the duties thereof set forth in the Declaration of Covenants, Conditions, and Restrictions of Mowry Villas Homeowners Association, Inc., ("Declaration"), and any supplemental Declaration and Sub-Declaration promulgated thereunder.

Unless otherwise provided herein, the terms used in these Articles, the By-Laws, and the Rules and Regulations of the Homeowners Association shall have the same meanings as defined in the Declaration.

B. Providing for the acquisition, construction, improvement, management, leasing, maintenance, and care of Homeowners Association property, including the Common Property and Recreational Facilities, if any.

C. Enforcing the provisions of the Declaration, Supplemental Declarations and Sub-Declarations as provided therein or as permitted by law.

D. Presenting a united effort of its members to protect the value of property within Mowry Villas Homeowners Association.

E. Accomplishing such other purposes appropriate for a master community association of a planned unit development.

ARTICLE III

POWERS

The Homeowners Association shall have all of the following powers:

A. All of the common law powers of a corporation and all of the powers set forth and prescribed in Part I of Chapter 617, Florida Statutes (1989), "Florida Not For Profit Corporation Act", as amended from time to time.

B. All of the powers of the Homeowners Association as set forth in the Declaration.

C. To accept subventions from other parties or any unit of government and to make capital contributions or subventions to other not-for-profit corporations.

D. To do anything necessary or expedient to carry out the purposes of the Homeowners Association as set forth in the Declaration and Article II of these Articles.

E. To take title to and to operate, maintain, repair, improve, lease and administer the Common Property, Recreational Facilities, if any, and any other property be belonging to the Homeowners Association (collectively referred to herein as the "Homeowners Association's property").

F. To carry out the duties and obligations and receive the benefits given the Homeowners Association by the Declaration.

G. To establish By-Laws for the operation of the Homeowners Association and rules and regulations for governing the same and the use of the Homeowners Association's property and all easements and other matters subjected to the Homeowners Association's rule making power by the Declaration, and enforce the provisions of the Declaration, these Articles of Incorporation, the By-Laws, and the Rules and Regulations.

H. To contract for the management of the Homeowners Association's property and to delegate tot he party with whom such contract has been executed the appropriate powers and duties of the Homeowners Application except those which require specific action by or approval of the Board of Directors or Members of the Homeowners Association.

I. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Homeowners Association, including all licenses, taxes, or governmental charges levied or imposed against the Homeowners Association's property.

J. Acquire, (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Homeowners Association, which property shall include, but not limited to, Residential Lots, Family

Dwelling Units, Multi-Family Tracts, Commercial Units, and Commercial Sites, as well as Common Property and Recreational Facilities, if any.

K. Dedicate, sell or transfer all or any part of the Homeowners Association's property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective except upon an affirmative vote of the Members, as provided herein, whose annual and special assessments are used for maintenance and acquisition of such properties.

L. Subject to all applicable federal, state and local laws, ordinances and regulations governing cable communications and cable operators, to grant to a cable operator the exclusive right to install, operate and maintain cable television and/or telecommunications systems and receiving and distribution systems within Mowry Villas Homeowners Association and require the Owners and occupants of dwelling units and/or residences within Mowry Villas Homeowners Association to purchase Basic Programming Television furnished by such Basic cable operator; and to assess each Owner and occupant the monthly charge for such Basic Programming Television, and include the amount therefor in the assessments provided for in the Declaration.

M. To participate in mergers and consolidations with other non-profit corporation provided that any such merger or consolidation shall have been approved by the Members as provided herein.

ARTICLE IV

MEMBERS

A. All Owners shall automatically be Members of the Homeowners Association.

Membership certificates are not required and shall not be issued.

B. Membership in the Homeowners Association shall consist of all those owners of any Lot, Unit, Tract, or Site or Undivided Land.

C. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

1. Each Unit Owner shall have one vote for each Family or Commercial Unit projected by the Development Plan as it exists from time to time, or as modified as provided in Article IX, Section 15 of the Declaration, for any Tract or Site owned by said Members.

2. Any other provision of these Articles to the contrary notwithstanding, any action proposed to be taken by the Homeowners Association which has a material adverse impact upon the Development Plan or commercial activities within the Properties shall require approval by the Company while the Companies own any portion of the Properties or by the ARC thereafter. The Company, in their reasonable discretion, shall determine whether any proposed action by the Homeowners Association will have a material adverse impact.

3. All notices of meetings and other notices required to be given by the Homeowners Association to either the Sub-Associations or to Members shall be sent to both the Voting Representative and the Alternative Voting Representatives, unless said notices relate to individual assessments applicable only against a specific Unit or proposed sanctions against the Owners of a particular Unit.

4. At all meetings of the Homeowners Association in which the membership is entitled to vote, each Voting Representative shall vote the number of Class "A" Membership votes held by Members of his Sub-Association's members.

D. The Homeowners Association may give, dedicate or sell all or any part of the Homeowners Association's property (including leasehold interest therein) to an public agency, authority, utility, or private concern for such purposes and subject to such conditions as may be determined by the Homeowners Association, provided that no such gift or sale or determination of

such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Members of the Homeowners Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Member or Voting Representative entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or another officer of the Homeowners Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property or Recreational Facilities, if any, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

ARTICLE V

SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

Name	Address
Francisco Perez	12900 SW 128 th Street, Suite 100 Miami, Florida 33183

ARTICLE VI

DIRECTORS

A. The affairs and property of the Homeowners Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than three (3) persons ("Directors"). The first Board of Directors shall have three (3) members, and in the future, the number shall be determined from time to time by the Board of Directors by resolution, but may never

be less than three.

B. Directors shall be elected by the Members (voting is always through their Voting Representatives) in accordance with the By-Laws at the regular annual meetings of the membership of the Homeowners Association. Directors shall be elected to serve for staggered terms of three (3) years each. Each initial director named below shall serve for the term specified opposite his name, and then his successor shall be elected for a three (3) year term. Notwithstanding the foregoing, the term of each director shall not expire until the annual meeting held upon or next following the expiration of such Director's term of office. In the event of a vacancy created otherwise than by expiration of a Director's term of office, the remaining Directors may appoint a director to serve the balance of said unexpired term..

ARTICLE VII

BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors and shall serve until the expiration of their respective, staggered terms specified below:

Francisco Perez	12900 SW 128 th Street, Suite 100 Miami, Florida 33183	3 years
Ann DeCicco	12900 SW 128 th Street, Suite 100 Miami, Florida 33183	3 years
Michael Peredo	12900 SW 128 th Street, Suite 100 Miami, Florida 33183	3 years

ARTICLE VIII

REGISTERED AGENTS

The registered office of the Homeowners Association and the registered agents at such office shall be William Garcia, P.A., 201 Alhambra Circle, Suite 500, Coral Gables, Florida 33134.

The registered office and the registered agents may be changed by resolution of the Board of Directors.

ARTICLE IX

OFFICERS

A. Subject to the direction of the Board of Directors, the affairs of the Homeowners Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors. The following persons constitute the original officers of the Homeowners Association and they shall continue to serve as much officers until removed by the Board of Directors:

Name	Office
Francisco Perez	President
Ann DeCicco	Secretary
Michael Peredo	Treasurer

B. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as established by the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, and Treasurer, and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Directors but no other officer need to be a director.

ARTICLE X

BY-LAWS

A. The original By-Laws are to be made by the Company and the Board of Directors as provided in these Articles. By-Laws may thereafter be altered, amended, adopted or rescinded only

by a resolution approved by not less than a majority of the Board of Directors and either the Company (for as long as the Company maintains control of the Homeowners Association) or a majority of the membership of the Homeowners Association (Members voting only through their Voting Representatives).

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Company referred to in the Declaration without the Company's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or security of any mortgage.

D. No By-Laws or amendments thereto may conflict with any provision of the Declaration of these Articles.

E. Any Member or Voting Representative may waive any or all of the requirements of this Article and consent in writing to the adoption of a specific By-Laws or amendment, either before, at or after a meeting of the membership at which a vote is taken to amend the By-Laws.

ARTICLE XI

INDEMNIFICATION

The Homeowners Association shall, to the fullest extent permitted by the provisions of the Florida General Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities or other matters referred to in or covered by said provisions including reasonable attorney's fees incurred by or imposed upon those indemnified and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Laws, agreement, vote of Members or disinterested Director, or otherwise, both as to action in another capacity while holding such office, and in the

capacity as office-holder, and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XII

CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws, and the terms and conditions of the Declaration shall take precedent over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedent over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Homeowners Association shall be resolved by reference to this provision.

ARTICLE XIII

DISTRIBUTIONS

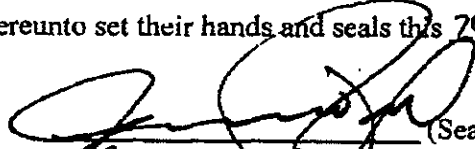
There shall be no dividends paid to any of the Members nor shall any part of the income of the Homeowners Association be distributed to any member of the Board of Directors or Officers except, however, for any reasonable compensation to directors or officers which may be authorized by the By-Laws. To the extent that there are any excess receipts or disbursements, such excess shall be applied towards reserves or future expenses. Upon dissolution or final liquidation of the Homeowners Application, which shall not take place unless the Declaration is terminated, the Homeowners Association may make distribution to its members as permitted by Chapter 617, Florida Statutes (1989), as amended from time to time, but only as provided in the Declaration.

ARTICLE XIV


MANAGEMENT AGENT

The Homeowners Association may contract for management and maintenance and authorize a management agent to assist the Homeowners Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the Homeowners Association's property. The Homeowners Association shall, however, retain at all times the powers and duties granted to it by these Articles, the By-Laws and the Declaration, including but not limited the making of assessments, promulgation of rules, and execution of contracts on behalf of the Homeowners Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 29 day of September, 2003.



FRANCISCO PEREZ (Seal)



ANN DE CICCO (Seal)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this 29 day of September, 2003, before me personally appeared FRANCISCO PEREZ, PRESIDENT and ANN DE CICCIO, SECRETARY OF MOWRY VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who subscribed to same and acknowledged before me that he executed the same for the purpose expressed therein.



Esther C Gutierrez
My Commission DD167402
Expires November 24, 2006

Sign and Print Name: _____
Notary Public, State of Florida
Serial No.: _____
My Commission Expires: _____

The undersigned agrees to act as the registered agent of MOWRY VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

WILLIAM GARCIA, P.A.



WILLIAM GARCIA, PRESIDENT (Seal)

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 OCT -2 AM 11: 24

EXHIBIT "C"
BYLAWS OF
PUERTA DEL SOL HOMEOWNERS ASSOCIATION, INC.
SEE ATTACHED

**BYLAWS OF
PUERTA DEL SOL
HOMEOWNERS ASSOCIATION, INC.**

Prepared by:
William Garcia, P.A.
201 Alhambra Circle, Suite 500
Coral Gables, Florida 33134

**BYLAWS OF
PUERTA DEL SOL
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I - IDENTITY

Section 1. **Name**. The following Bylaws shall govern the operation of Puerta del Sol Homeowners Association, Inc., a not for profit corporation formed pursuant to Chapter 617 of the Florida Statutes. The Association was formed for the purposes stated in the Articles of Incorporation and shall have all the powers provided therein and in these Bylaws.

Section 2. **Principal Office**. The principal office of the corporation shall be located at 12900 SW 128th Street, Suite 100, Miami, Florida 33186, but the Association may maintain offices, transact business and hold meetings of members and directors at such places within the State of Florida as may be designated by the Board of Directors.

Section 3. **Seal**. The seal of the corporation shall be in circular form bearing within its circumference the name of the corporation, the words "a Florida corporation not for profit", and the year of incorporation.

Section 4. **Definitions**. As used herein, the work "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Covenants and Restrictions for Puerta del Sol recorded or to be recorded in the Public Records of Miami-Dade County, Florida, against the Property. All references to "Declaration of Covenants and Restrictions" or "Declaration", as used herein, shall mean the above-described Declaration of Covenants and Restrictions. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the aforesaid Declaration of Covenants and Restrictions.

ARTICLE II - MEMBERSHIP AND VOTING PROVISIONS

Section 1. **Membership**. Membership in the Association shall be limited to Unit Owner as defined in the Declaration. Transfer of a Unit Owner's ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become automatically vested in the transferee upon the recordation in the Public Records of Miami-Dade, County, Florida, of the deed or other instrument establishing the acquisition of title to and designating the Unit Owners affected thereby. If a Unit Owner's ownership is vested in more than one (1) person, then only one person so owning said Unit shall be a member eligible to hold office, attend meetings, etc, but, as hereinafter indicated, the vote of Unit Owner shall be cast by the "voting member". If a Unit Owner's ownership is vested in a corporation, or other legal entity said corporation or other legal entity may designate an individual officer, employee or other representative of the corporation or other legal entity as its "voting member".

Section 2. **Voting.** The membership of the Association shall have voting rights, in relation to the class of membership as follows:

(i) All Unit Owner's shall be entitled to one (1) vote for each lot owned. The Developer shall relinquish control of the Association upon the conveyance of 90% of the unit/lots contained on the plat.

A majority of the voting members' total votes shall decide any question, unless the Declaration, Articles of Incorporation of these Bylaws of the Association provide otherwise, in which event the voting percentage required in the said Declaration, Bylaws or Articles of Incorporation shall control.

Section 3. **Quorum.** Unless otherwise provided by these Bylaws, the Declaration of the Articles of Incorporation, the presence in person or by proxy of a majority of the voting members' total votes shall constitute a quorum. The joinder of a voting member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. If voting rights of a Unit Owner is suspended, pursuant to the Declaration or these Bylaws, the vote(s) of such Unit Owner shall not be counted for the purpose of determining of quorum and the total number of authorized votes shall be reduced accordingly.

Section 4. **Proxies.** Votes may be cast in person or by proxy. The person holding the proxy does not have to be a member of the Association. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary of the Association at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be valid for the particular meeting designated therein, and any lawfully adjourned meetings thereof. Where a Unit is owned jointly by a husband and wife, and if they have not designated one(1) of them as a voting member, a proxy must be signed by both husband and wife wherein a third person is designated. Holders of proxies need not to be Unit Owner's, but no person other than a designee of the Developer may hold more than five (5) proxies.

Section 5. **Designation of Voting Member.** If a Unit is owned by one (1) person, his/her right to vote shall be established by the recorded deed or other instrument establishing title to the Unit Owner. If a Unit is owned by more than one (1) person the person entitled to cast the vote for the Unit Owner shall be designated in a certificate signed by all of the record Unit Owner's and filed with the Secretary of the Association. If a Unit is owned by a corporation or other legal entity, the officer, employee or other representative thereof entitled to cast the vote of the Unit Owner for the corporation or other legal entity shall be designated in a certificate for this purpose signed by the President, Vice-President, or other authorized signatory and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit Owner shall be known as the "voting member". If such a certificate is not on file with Secretary of the Association for a Unit owned by more than one (1) person, by a corporation or other legal entity, the vote of the Unit Owner concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the

Unit Owner, except if said Unit Owner is owned by a husband and wife. Such certificates shall be valid until revoked, superseded by subsequent certificate, or a change in the ownership of the Unit Owner concerned takes place. If a Unit Owner is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

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

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

(c) Where they do not designate a voting member and only one (1) is present at a meeting, the person present may cast the Lot vote just as though he or she owned the Unit Owner individually and without establishing the concurrence of the absent person.

ARTICLE III – MEETING OF THE MEMBERSHIP

Section 1. **Who May Attend.** In the event any Lot is owned by more than one person, all co-owners of the Unit Owner may attend any meeting of the members. In the event any Unit Owner is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. In the event any Unit Owner is owned by a partnership, any partner of the partnership may attend any meeting of the members. In the event any Unit Owner is owned by a trustee or trust, any trustee may attend any meeting of the members. However, the vote of any Unit Owner shall be cast in accordance with the provisions of Article II, Section 5, above, The person designated to cast the vote for a Unit Owner either in a valid certificate or proxy is entitle to attend meetings of the members. All members may attend meeting notwithstanding that a proxy for said member's vote has been given to a third party.

Section 2. **Notices.** It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Unit Owner of record. All notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association as hereinafter set forth. Notices of annual meeting shall be furnished to each voting member, and, except in the event of an emergency, notices of special meetings shall be furnished to each voting member at least ten (10) days prior to the date of such meeting. The attendance of any meeting (or person authorized to vote for a member) shall constitute such member's waiver of notice of such meeting, except when the members attendance (or the representative) is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. A copy of the notice shall be posted at a conspicuous place within the project. Notice of a special meeting may be waived either before or after the meeting, in writing.

Section 3. **Annual Meeting.** The annual meeting for the purposes of electing director and transacting any other business authorized to be transacted by the members shall be held once in

each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine, and no later than twelve (12) months after the last preceding annual meeting. At the annual meeting, the members shall elect by majority vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 4. **Special Meeting.** Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or the majority of the voting members of the association, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be matters stated in the notice thereof.

Section 5. **Action Without Meeting.** Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws or the Articles to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted, shall consent in writing to such action being taken within ten (10) days after obtaining such authorization by written consent, notice of such action shall be given to all members who have not consented in writing.

Section 6. **Waiver of Notice.** Whenever any notice is required to be given to any member under the provision of the Articles of these Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. **Adjourned Meetings.** If any proposed meeting of members cannot be organized because a quorum has not been attained, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

ARTICLE IV - DIRECTORS

Section 1. **Number.** The affairs of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons who shall be members of the Association, except that directors elected or appointed by the Developer need not be members of the Association. There shall always be an odd number of directors on the Board. The number of directors may be changed at any meeting where the members are to elect any directors (i) by the then exiting Board, if prior to such meeting of the members, the Board votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members,

or (ii) by the members at the meeting prior to the election of directors.

Section 2. **Term of Office.** At the first annual meeting following the cessation of the Developer, and at annual meetings thereafter, the members shall elect not less than three (3) nor more than (9) directors who shall each serve for a term of one (1) year, unless he shall earlier resign, or shall be removed, or otherwise be disqualified to serve.

Section 3. **First Board of Directors.** The first Board of Directors of the Association who shall hold office and serve for a period of three (3) years and shall consist of the following:

Frank Perez	12900 SW 128 th Street, Suite 100, Miami, Florida 33186
Michael Peredo	12900 SW 128 th Street, Suite 100, Miami, Florida 33186
Ann DeCicco	12900 SW 128 th Street, Suite 100, Miami, Florida 33186

Section 4. **Appointment of Directors by Developer.**

A. As provided in the Articles, until the Developer ceases to maintain control of the Association, the Developer shall have the right to appoint all the directors of the Association. Thereafter, the Developer shall have the right to appoint five (5) directors for so long as the Developer owns any Lots and/or Units in the Puerta del Sol project. The Developer may waive its rights to appoint one or more directors by written notice to the Association, and thereafter directors shall be elected by the members.

B. While the Developer is entitled to representation on the Board, whether the Developer exercises that right or not, the Board or the Association shall have no authority to, and shall not, without the consent of the Developer, (which may be withheld for any reasons in Developer's sole discretion), undertake any action which shall:

(i) except for the signage restrictions provided in the Declaration, prohibit or restrict in any manner the sales and marketing program of the Developer.

(ii) decrease the level of maintenance services of the Association performed by the initial Board;

(iii) make any special or individual assessment against or impose any fine upon the Developer's Lots or upon the Developer;

(iv) authorize or undertake any litigation against the Developer;

(v) alter or amend the Declaration, any subsequent amendment thereto, the Articles or these Bylaws of the Association;

(vi) terminate or cancel any contracts of the Association entered into while the initial Board was in office;

(vii) terminate or waive any rights of the Developer under the Declaration;

(viii) convey, lease, mortgage, alienate or pledge any easements or Common Area of the Association;

(ix) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

(x) terminate or impair in any fashion any easements, powers or rights of the Developer set forth in the Declaration;

(xi) restrict the Developer's right to refuse, access and enjoyment of any of the property comprising the Puerta del Sol project, or

(xii) cause the Association to default on any obligation of it under any contract or the Declaration, unless the Developer consents in writing to the prohibited action. The Developer's consent shall be exercised by its appointee on the Board or other person designated to so act by the Developer.

Section 5. **Election of Directors by Members.** Election of directors to be elected by the members of the Association shall be conducted in the following manner:

A. Within sixty (60) days after the members other than the Developer are entitled to elect any directors as provided in the Articles and in these Bylaws, or within sixty (60) days after the Developer notifies the Association that it waives its right to appoint one or more directors, the Association shall call and give not less than fourteen (14) days nor more than sixty (60) days' notice of, a special meeting of the members to elect any directors previously appointed by the Developer. Such special meeting may be called and the notice given by any member if the Association fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by Developer which would have been replaced by any directors elected by the members may resign without further liability or obligation to the Association. If such special meeting is within four (4) months of the next annual meeting, such special meeting may at the option of the Board be deemed to be the next annual meeting if the notice of the special meeting states it will be considered to be the annual meeting and if all of the provisions of these Bylaws relating to annual meetings are complied with.

B. Except as provided above, the members shall elect directors at the annual meetings of the members.

Section 6. **Organizational Meeting.** The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 7. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made for the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to any annual or special meeting of the members at which directors are to be elected to serve from the close of such annual or special meeting until the close of the next annual meeting and such appointment shall be announced at any such annual or special meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 8. **Election.** Election of the Board of Directors shall be by secret written ballot. At such election the members or their proxies may be cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 9. **Removal.** Any director may be removed from the Board, with or without cause, by a vote of a majority of the members entitled to vote.

Section 10. **Vacancies.** If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 11. **Directors Appointed by the Developer.** Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the Developer pursuant to the Articles of Incorporation of the Association. All directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right at any time and in its sole discretion to remove any director appointed by it and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Developer shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of a director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument by the Developer.

Section 12. **Disqualification and Resignation.** Any director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the directors elected at such first annual meeting of the membership, the transfer of title of all Lots and/or Unit Owners owned by a director shall automatically constitute a resignation, effective upon the recordation in the Public Records of Miami-Dade County, Florida, of the deed or other instrument establishing the transfer. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 13. **Compensation.** No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimburse for his actual expenses incurred in the performance of his duties.

Section 14. **Regular Meetings.** 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously in the Project at least forty eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized at any such meeting.

Section 15. **Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two thirds (2/3) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously in the Project at least forty eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized.

Section 16. **Action Taken Without a Meeting** The directors shall have the right to take any action in the absence of a meeting they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 17. **Directors' Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 18. **Quorum.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such 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.

Section 19. **Minutes of Meeting.** The minutes of all meetings of the Board shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

Section 20. **Powers.** The Board of Directors of the Corporation shall have the powers necessary for the administration of the affairs of the Association. The powers shall specifically include, but shall not be limited to, the following:

(a) To adopt and amend rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members or their guests thereon, and to establish penalties for the infraction thereof.

(b) To suspend the voting rights and right to sue of the recreational facilities of a member during any period in which such member shall be in default for more than thirty (30) days after notice in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

(e) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) To further improve the Common Area and, where applicable, the Unit Owners or Lots, both real and personal, subject to the provisions of these Bylaws, the Articles of Incorporation, and the Declaration; and

(g) To further designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management, affairs and business of the Association. The committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular. Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by members when such is specifically required.

Section 21. **Duties.** It shall be the duty of the Board of Directors as follows.

- (a) Operating and maintaining the Common Properties and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments for Common Expenses of the Association from Lot Owner.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Project and any property owned by the Association.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required thereof.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.

- (j) Settling or compromising claims of or against the Association in which all Unit Owners have a common interest.
- (k) Obtaining and reviewing insurance for the Common Properties and other property owned by the Association.
- (l) Making repairs, additions and improvements to, or alterations of, the Common Properties, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Unit Owners, allocating proof of its expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Project.
- (n) Levying fines against appropriate Unit Owner's for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two thirds (2/3) of the votes of the Memberships represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$100,000.00. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, Unit Owner who pays to the creditor such portion thereof as his interest in the property owned by the Association bears to the interest of all the Unit Owners in the property owned by the Association shall be entitled to obtain from the creditor a release of any judgment or other lien with said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Lot. The Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Lot.
- (p) Contracting for the management and maintenance of the common areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Developer) 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 Properties or other Association property 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 Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (q) At its discretion, authorizing a Unit Owner or other persons to use portions of the Common Properties or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease or sale of Lots, not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with any creating special taxing districts. Anything herein, in the Declaration, or elsewhere to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extra judicial action against the Developer, and such purposes shall not be generally deemed Common Expenses. Funds of the Association may only be spent for such purposes to the extent they are specifically approved for such purposes by 85% of the votes of the Members of the Association. This provision may not be amended.

ARTICLE V - OFFICERS

Section 1. **Enumeration of Officers.** The officers of the Association shall be a President, Vice-President, who shall at all times be members of the Board of Directors, and a Secretary and a Treasurer, and such other officers as the Board may, from time to time, be resolution create, who shall be from among the members, except that officers selected or appointed by the Developer need to be members of the Association.

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

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

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

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, by giving written notice to the

Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. **Multiple Offices**. Any officer may hold two or more offices except that the President shall not also be the Secretary.

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

(a) **President**. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and of the Board of Directors; shall have executive powers and general supervision over the affairs of the Association and other officers; shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

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

(c) **Secretary**. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer, and shall perform such other duties as required by the Board. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent.

(d) **Treasurer**. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account in accordance with generally accepted accounting principles, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times, shall prepare an annual budget and a statement of income and expenditures to be presented to the members at the regular annual meeting, and deliver a copy of each to the members and shall collect the assessments and promptly report to the Board of Directors the status of collections and of all delinquencies.

ARTICLE VI - BOOKS AND RECORDS

Section 1. **Unit Owner Register.** The Association shall maintain a register of the name and mailing address of all Unit Owners. In the event the Association has not been provided with the address of a Unit Owner, the Unit Owner's address shall be deemed to be same, and any notice sent to the said Unit Owner address shall comply with the requirements of these Bylaws, the Declaration, and the Articles of Incorporation. If a Unit Owner is owned by more than one (1) person, they shall provide the Association with one (1) mailing address for said Unit Owner, and, in the event same is not provided to the Association, it shall be deemed to be the Unit Owner address. Any change of address shall be effective only as to future notices, and shall not affect any notices previously provided to the members, even in the event that the meeting or other occurrence in the said notice has not occurred as of the time of giving of said address change.

Section 2. **Inspection by Members.** The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection, upon written request, by any member or his agent or attorney. Such records shall include the Declaration, the Articles of Incorporation, and the Bylaws of the Association and shall be available at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 3. **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives or Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than five (5) years.

Section 4. **Delinquent Unit Owners.** If any assessment or portion thereof imposed against a Unit Owner remains unpaid for thirty (30) days following its due date, such Unit Owners's voting rights in the Association shall be automatically suspended until all past due assessments and other fees then due are paid,

ARTICLE VII - FINANCES AND ASSESSMENTS

Section 1. **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association, one of which must be the Treasurer.

Section 2. **Taxable Year.** The taxable year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first taxable year shall begin on the date of Incorporation.

Section 3. **Budget.**

(a) **Adoption by Board; Items.** The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the expenses for the Association, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration.

The adoption of a budget for the Association by the Board shall comply with the requirements hereinafter set forth:

(i) **Notice of Meeting.** A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, provided that Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.

(ii) **Special Membership Meeting.** If a budget is adopted by the Board which requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board. Each Unit Owner shall be given at least ten (10) days notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of such budget shall require a vote of Unit Owners of not less than a majority of all the Lots (including Lots owned by the Developer), which are present at such meeting (in person or by proxy) at which a quorum is attained.

(iii) **Determination of Budget Amount.** In determining whether a budget requires assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board in respect of repair or replacement of the Common Properties or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for improvements to the Common Properties and all special assessments, including surcharges against specific Unit Owner(s).

(iv) **Provisto.** Anything herein to the contrary notwithstanding, prior to the date on which the Developer turns over control of the Association, the budget may be set by the Board without holding any meeting, giving notice thereof, or being subject to the 115% limitation set forth in (ii) above.

(b) **Adoption by Membership.** In the event that the Board shall be unable to adopt a budget in accordance with the requirements above, the Board may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such meetings in said subsection. Alternatively, the Board may

propose a budget in writing to all Members of the Association. If either such budget is adopted by a majority of the votes of Members present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

Section 2. **Common Assessments.** Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days proceeding the year for which the Assessments are made. Such assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

Section 3. **Individual Assessments.** Charges by the Association against less than all Members for other than routine Common Expenses, shall be payable in advance. These charges may be collected by Individual Assessment. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitations, charges for the use of portions of the Common Properties or other Association property, maintenance services furnished at the expense of Unit Owners, other services furnished for the benefit of Unit Owners and fines and damages and other sums due from such Unit Owner.

Section 4. **Special Assessments.** In the event the annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Common Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

Section 5. **Depository.** The depository of the Association shall be such bank(s) or savings and loan associations in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

Section 6. **Acceleration of Assessment Installments upon Default.** Unit Owners shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

Section 7. **Delinquent Assessments.** As more fully provided in the Declaration, each member, regardless of how title is acquired, including a purchaser at a judicial sale (other than by

foreclosure a deed in lieu thereof of a first mortgage encumbering the Unit Owner), is obligated to pay to the Association annual, special and individual assessments which are secured by a continuing lien upon the property against which the assessment is made. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of conveyance. Any assessment which is not paid within fifteen (15) days of its due date shall be delinquent, and the Unit Owners owing said assessment shall pay to the Association a late fee of ten percent (10%) of the amount of the assessment, or Fifteen Dollar (\$15.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. Following delinquency of any assessment, the Association may bring an action at law against the Unit Owners personally obligated to pay the same, may foreclose the lien against the Unit Owners or may bring any other action at law or equity, and interest, costs and reasonable attorneys' fees, including all appellate levels, of any such action shall be added to the amount of such assessment. No Unit Owners may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his/her Unit Owner or Lot.

Section 8. **Fidelity Bonds.** Fidelity Bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but not less than \$10,000.00 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.

Section 9. **Accounting Records and Reports.** The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Unit Owners of their authorized representatives at reasonable times and written summaries of them shall be applied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address for the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment come due, the amount paid upon the account and the dates so paid, and the balance due. Within sixty (60) days following the end of the fiscal year, the Board may mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report, if sent, may show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following.

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and

(j) General reserves, maintenance reserves and depreciation reserves.

Section 10. **Application of Payment.** All payments made by Unit Owners shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

Section 11. **Notice of Meetings.** Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

Section 12. **Developer Exemption from Assessments for Lawsuits.** The Developer shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Developer.

ARTICLE VIII - AMENDMENTS

Section 1. **Amendments.** These Bylaws may be amended, at a regular or special meeting of the members, by the affirmative vote of seventy-five percent (75%) of the members of the Association entitled to vote. Notwithstanding anything contained herein to the contrary, any amendment to these Bylaws made by the Developer, or made by the members prior to Developer relinquishing control, must be approved by the Federal Housing Administration or by the Veterans Administration, FNMA or FHLMC if any mortgage encumbering any Unit Owner is guaranteed or insured by either such agency, and if such amendment materially and adversely affects the Unit Owner or the general scheme of development created by the Declaration. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirements of any lender holding a mortgage encumbering any Lot so that such lender will make, insure or guaranty mortgage loans for the Unit Owners, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Developer or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Developer or the Association that the approval was given or deemed given.

Notwithstanding anything herein to the contrary, approval of the FHA/VA/FNMA or FHLMC shall only be required if any mortgage encumbering a Lot within the Property is guaranteed or insured by either of such agencies.

Section 2. **Recordation.** Any amendment to these Bylaws shall be certified and recorded in Public Records of Miami-Dade County, Florida.

Section 3. **Conflicts.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall prevail.

If any conflict should exist or hereafter arise with respect to the interpretation of these Bylaws as between these Bylaws and the Declaration, the Declaration shall prevail. No amendment of these Bylaws shall change the rights and privileges of the Developer without the Developer's prior written approval.

ARTICLE IX - ACQUISITION OF UNIT OWNERS

Section 1. **Acquisition of Foreclosure.** At any foreclosure sale of a Unit Owner, the Board of Directors may, with the authorization and approval by the affirmative vote of a majority of the total voting members' votes present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Unit Owner being foreclosed. The term "foreclosure", as used in this section, shall mean and include and foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Unit Owner at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purposes of setting forth the power in the Board of Directors shall not be required to obtain the approval at the foreclosure sale of a Unit Owner due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X - PARLIAMENTARY RULES

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

ARTICLE XI - PARAMOUNT RIGHTS OF DEVELOPER

All of the applicable terms and provisions of all of the Articles (and the sections thereunder) of these Bylaws shall be subject to the Declaration of Covenants and Restrictions as to the rights and powers of the Developer, which rights and powers shall be deemed paramount to the applicable provisions of the Articles (and the sections thereunder) of these Bylaws.

ARTICLE XII - RULES AND REGULATIONS

Section 1. **Adoption and Amendments of Rules.** The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Unit Owners, Lots and Common Areas and any facilities or services made available to the Unit Owners. A copy of the rules and regulations adopted from time to time as herein provided shall, from time to time, be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

Section 2. **As to Unit Owner's and Lots.** The Board of Directors may, from time to time, adopt or amend previously rules and regulations governing and restricting the maintenance of

the Unit Owners and Lots and the use and maintenance of the Common Area, provided, however, that copies of such rules and regulations, prior to the time the same become affective, shall be furnished to each Unit Owner.

Section 3. **Conflict.** In the event of any conflict between the rules and regulations adopted, or from time to time amended, and the Declaration, the Declaration shall prevail.

Section 4. **Construction.** Wherever the context so permits, the singular shall include the plural, shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed and the remainder shall be given its nearest permissible meaning and effect.

Section 5. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

Section 6. **Conflict.** In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

Section 7. **Indemnification of Officers and Directors.** Subject to the further provisions of this paragraph, the Association shall indemnify and hold harmless all officers and Directors, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorney's fees, and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

Section 8. **Suspension of Privileges; Fines.** In the event of an alleged violation of the Declaration, the Articles, the Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Unit Owners in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate

hearing and upon an affirmative vote of the Board, to suspend or condition said Unit Owner and his/her family, guests and tenant's rights to the use of the Common Properties (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Unit Owner. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$1,000.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. No fine under this section shall be assessable for delinquent assessments. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual Unit Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Unit Owner may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the association to suspend voting rights, to impose interest charges, accelerate assessment payments, or to otherwise enforce the payment of assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this paragraph or require the notice and hearing provided for herein.

Section 9. **Written Complaint.** A hearing to determine whether a right or privilege of an Unit Owner or any of his/her family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written complaint by any Unit Owner or by any officer or Director with the President or Secretary of the Association. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

Section 10. **Discovery.** After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing of the complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the complaint or within ten (10) days after service of any amended or supplemental complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigate reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise confidential or protected as work product.

Section 11. **Tribunal.** The President shall appoint Tribunal of three Unit Owners upon receipt of a written complaint. No member of the Tribunal shall be a director of the Association, nor

shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the President should make a good faith effort to avoid appointing any Unit Owners who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the President shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Unit Owner to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing.

Section 12. **Notice of Hearing.** The Tribunal shall serve a notice of hearing as provided herein, on all parties at least ten (10) days prior to the hearing.

Section 13. **Hearings.**

(a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdrawal prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal. Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible personas are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(d) Neither the accusing Unit Owner nor the allegedly defaulting Unit Owner must be in attendance at the hearing. The hearing shall be open to attendance by all Unit Owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

Section 14. **Decision.** The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Properties, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

The foregoing was adopted as the Bylaws of PUERTA DEL SOL HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, under the laws of the State of Florida, at its first meeting of the Board of Directors on the ~~4th~~ day of October, 2003.

**PUERTA DEL SOL HOMEOWNERS
ASSOCIATION, INC.**

a Florida corporation not for profit

By: 
FRANCISCO PEREZ, PRESIDENT


Witness


Witness

EXHIBIT "D"

**OPERATING BUDGET OF
PUERTA DEL SOL HOMEOWNERS ASSOCIATION, INC.**

SEE ATTACHED

PUERTA DEL SOL HOMEOWNERS ASSOCIATION
 ESTIMATED ANNUAL OPERATING BUDGET
 169 Townhomes

EXPENSE CATEGORIES	ESTIMATED ANNUAL BUDGET (169 UNITS)	ESTIMATED MONTHLY BUDGET (169 UNITS)
UTILITIES (Note 1)	\$10,792	\$899
LANDSCAPE MAINTENANCE - HOMES AND COMMON AREAS (Note 2)	\$48,490	\$4,041
ROUTINE MAINTENANCE (Note 3)	\$5,000	\$417
REPAIRS & SUPPLIES	\$3,000	\$250
ADMINISTRATIVE (Note 4)	\$25,724	\$2,144
RESERVES (Note 5)	\$39,789	\$3,316
TOTAL EXPENSES FOR PUERTA DEL SOL	\$132,795	\$11,066

Unit Monthly Assessment (Note 6)

\$ 65

NOTES:

- (1) Utilities include electricity, water & sewer for common area features.
- (2) Landscape Maintenance - Common Area includes cutting, weeding, trimming, and irrigation. Townhomes includes cutting and trimming for "front yards only".
- (3) Routine Maintenance includes janitorial maintenance for common area features.
- (4) Includes fees and costs paid to a professional management company to be selected by the Association at a future date.
- (5) Fees paid to fund common property improvements.
- (6) Expressed monthly for personal planning purposes only. Billings will be collected quarterly. Budget is based on full build out. The Board may adjust the monthly assessment to better reflect actual expenses of the Association.

THIS BUDGET IS PRELIMINARY AND HAS NOT BEEN APPROVED BY THE PUERTA DEL SOL HOMEOWNERS ASSOCIATION AND IS, THEREFORE, SUBJECT TO CHANGE WITHOUT NOTICE!