

OFF
REC 11692 PG 1626DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, MADE on the date hereinafter set forth by PNP DEVELOPERS, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of all the property shown on the final Plat of MOWRY VILLAS described in Exhibit "A" attached hereto and incorporated herein, and all improvements erected or to be erected thereon; and

WHEREAS, Developer will convey the lots, as the term is hereinafter defined in the said properties, subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that all of the above described property is hereby made subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Mowry Villas Homeowners Association, Inc., a non profit Florida corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property, contained within the above described Plat of MOWRY VILLAS.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, and which property is not or will not be dedicated for public use or to the City of Homestead or its dependencies, such property being described in Exhibit "B" attached hereto and incorporated herein.

Section 4. "Lot" shall mean and refer to any numbered plot of land platted by the Plat of MOWRY VILLAS, with the exception of the Common Area which is not a "Lot", however designated.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association as determined in Article II.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

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Section 7. "Developer" shall mean and refer to PNP Developers, Inc., a Florida corporation, its successors and assigns if such successor or assign should acquire more than one (1) Lot on which there is no Residence ("Undeveloped Lot") from PNP Developers, Inc. for the purpose of development and is expressly assigned the interest of Developer herein with respect to such Undeveloped Lot. There may be more than one Developer. Any party that has conveyed all its interest as a Class B Member, as defined in Article III hereafter, to a party or parties that have taken its place as Developer shall thereupon cease to be liable for any obligation or other responsibility of Developer or Association.

Section 8. The term "Institutional First Mortgagee" means a bank or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Lot.

Section 9. "Plat" shall mean the Plat of MOWRY VILLAS, as recorded in Plat Book 121 at Page 12, of the Public Records of Dade County, Florida.

Section 10. "Residence" shall mean a one-family dwelling unit constructed on a Lot. Each Residence shall be constructed on a separate Lot and serviced with separate utilities and other facilities.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by this Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article I, Section 6, with the exception of the Developer as long as it is the Class B Member. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer as defined in Article I, Section 7. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs

earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1984.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area, provided, however, that the rights of such mortgagee in said Common Area shall be subordinate to the rights of the homeowners hereunder;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area 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 unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance;
- (c) The right of the Developer or the Association to establish, from time to time, certain easements over the Common Area for purposes of creation of sewer and water distribution systems and other utility services;
- (d) The right of the Association to establish and maintain reasonable rules regulating the use and enjoyment of all or any part of the Common Area, including (i) the right to deny all or any of the easements of enjoyment in and to any Common Area (other than necessary access to his Lot) to any Owner that is delinquent in the payment of assessments payable hereunder, until such payment has been effected, (ii) the right to deny all use of any recreational facility situated upon the Common Area for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association regarding use of such recreation facility, and (iii) the right to establish, and collect as assessments reasonable fines for violation of the rules and regulations.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right to enjoyment to the

Common Area and facilities to the individuals within his family, to his tenants, or to contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, when the Developer's Class B membership is converted to Class A membership pursuant to Article III, or, at the option of Developer, at any time prior thereto.

Section 4. Parking Rights. There shall be parking spaces within the Common Area, not directly in front of the individual Lots, which shall be for the general use of all Owners, their tenants, and/or guests.

Section 5. Developer's Reserved Rights. Notwithstanding any provision herein to the contrary, the easements and other grants under this Article IV shall be subject to:

- (a) The right of the Developer to execute all documents and take such actions and do such acts affecting the Property which, in the Developer's sole discretion, are desirable or necessary to facilitate the Developer's actual construction or development of the Property.
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility services serving any Lots within the Property or any portion of the Common Area or otherwise appropriate, in Developer's opinion.
- (c) The Developer shall have full rights of ingress and egress to and through, over and about the Common Area during such period of time as the Developer is engaged in any construction or improvement work on or within the Property; and shall further have an irrevocable license thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction.

Section 6. No Dedication to Public Use. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 7. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees or mortgagees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE V

COVENANT FOR MAINTENANCE ASESSEMENTS

Section 1. Creation of the Lien and Personal Obligation

of Assessments. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Lot and Owner thereof, and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special maintenance assessments against the Lot, and (4) annual assessments or charges to effect payment of property taxes which may be assessed against the real and/or personal property which may in the future be located on, or contained in, the Common Area, irrespective of the fact that the Common Area may not have been conveyed by Developer to the Association, all of which may be hereinafter referred to as "annual and special assessments" or "assessments". Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest and collection costs, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property, and in particular for the improvement and maintenance of the Common Area, and the services and facilities within the Common Area, and of the Residences situated upon the Property.

Section 3. Annual Assessments. Except as noted in Section 5 of this Article V, until December 31, 1984, the annual assessment shall be collected at the rate of \$5.00 per month per Lot. From and after January 1, 1985, the annual assessment shall be determined in accordance with the Articles of Incorporation and By-Laws of the Association, taking into account current maintenance costs and future needs of the Association. The maintenance cost shall include and shall mean all operating costs of the Association, maintenance of the Common Area, payment of insurance premiums for the Common Area, payment of any real and personal property taxes on the Common Area, and establishment and maintenance of adequate reserves.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of each Class 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 thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots

and may be collected on a monthly basis except that until January 1, 1985, the Developer shall be responsible for paying the amount required to provide the services for which the Association has undertaken responsibility, to the extent annual assessments collected from Class A Members do not provide sufficient funds to pay for same, whether or not such amount is more or less than the same amount as is paid per Lot by Class A Members. Performance of such responsibility shall effect Developer's responsibility for annual assessments on all Lots owned by it.

Section 6. Quorum for Any Action Authorized Under Section 4. At each meeting called, as provided in Section 4 of This Article V, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, and the required quorum at any such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the last Lot to an Owner, but in no event later than January 1, 1985. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, and may concurrently foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Special Maintenance Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the rights, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8, immediately above.

Section 10. Subordination of the Assessment Lien to Mortgage Lien. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any First Mortgage to an Institutional First Mortgagee, provided; however, that said mortgage liens are first liens against the property encumbered thereby and secure indebtedness which are amortized in monthly or quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; (c) the parts of Plat first hereinabove described designated and/or reserved for easements; and (d) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

CAPITAL CONTRIBUTION

At the time of the purchase of a Lot from Developer by a Class A Member, the Class A Member shall pay to the Developer on behalf of the Association a sum equal to three (3) months of the monthly maintenance assessment defined in Article V, Section 3, herein. These monies (hereinafter called "Capital Contribution Fund") shall be the Association's property and shall be held by the Association in an interest bearing account with a banking institution in Dade County, Florida. This Capital Contribution Fund, and the interest earnings thereon, shall be used by the Association through its Board of Directors, pursuant to their powers as described in the Articles of Incorporation and By-Laws of the Association for purposes of meeting unscheduled budgetary deficiencies, in lieu of special assessments, and for payment of any federal and Florida income taxes on the earnings of this fund, as well as for use for proper purposes of the Association other than ordinary day-to-day maintenance of the Common Area.

ARTICLE VII

ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected, painted or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made upon any Lot 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 as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Similarly, no change in the exterior color of any structure erected or maintained upon any Lot shall be made unless approved in the manner provided in the foregoing two sentences in this Article.

Section 2. Exterior Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the premises

and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, upon approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance, together with attorney's fees and other costs incident to such entry, shall be immediately paid by the Owner, and if not, shall be added to and become a special assessment to which such Lot is subject, and which may be immediately enforced.

ARTICLE VIII

USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Residence.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a Residence or appendage to such Residence, either temporary or permanent.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 5. No sign of any kind shall be displayed to the public on any Lot, except one (1) sign of not more than one square foot in size advertising the Property for sale or rent, or signs used by a Developer to advertise the Property during the construction and sale.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers in locations approved by the Association except on the days garbage is picked up. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Residence.

Section 8. There shall not be parked upon any of the parking spaces set aside for general use within the Common Area, any trailers, commercial-type van, recreational camper vehicle, commercial vehicle, boat or boat trailer, except as provided hereafter. Such trailers, vans and other vehicles or equipment may be parked within the parking spaces corresponding to each Lot by the Owner of such Lot, unless and until the Association determines that it is not in the best interest of the Property to continue to allow such practice and the Association provides a reasonable number of general use parking spaces or other areas for such trailers, vans and other vehicles or equipment. This restriction shall not be deemed to limit the use of such parking facilities for service vehicles whose purpose is to perform maintenance and delivery services to the Lot Owners or the Association during normal working hours.

ARTICLE IX

EASEMENTS

Easements for ingress and egress and for the installation and maintenance of all utilities and drainage facilities are reserved and such easements are set forth and contained in the recorded Plat. The right is also reserved to the Developer and the Association to create utility easements by separate instrument as may be required from time to time.

ARTICLE X

PROVISIONS RESPECTING RESIDENCES

Section 1. Dwelling Costs, Quality and Size. No Residence shall be permitted on any Lot at a cost of less than Seven Dollars (\$7.00) per square foot, exclusive of porches, nor less than a total value of Ten Thousand Dollars (\$10,000.00) per Residence, based upon cost levels prevailing on the day these presents are recorded, it being the intention and purpose of this covenant to assure that all Residences shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted Residence size. The ground floor area of the main structure, exclusive of one-story open porches and parking spaces shall not be less than 700 square feet for a one story building, nor less than 500 square feet for a two story building.

Section 2. Building Location. No structure, except as originally erected by Developer, shall be located on any Lot nearer than 22 feet to the front Lot line. No structure shall be located nearer than 15 feet to any side street line. No structure shall be located nearer than 20 feet to the rear Lot line. For the purpose of this covenant, steps, wing walls and eaves shall not be considered as part of the structure.

Section 3. Lot Area and Width. No Residence shall be erected on any parcel other than within a Lot as platted on the Plat of MOWRY VILLAS, as recorded in Plat Book 121 at Page 12 of the Public Records of Dade County, Florida. No Lot shall be divided or resubdivided.

Section 4. Wells and Septic Tanks. No individual wells will be permitted on any Lot except for irrigation, swimming pools and air-conditioning, and no individual septic tanks will be permitted on any Lot. This restriction shall be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed Residence is located in accordance with the standard requirements as provided for by the Federal Housing Administration and the State Board of Health Regulations.

Section 5. Party-Wall. Wherever one Residence is separated from another by a common wall or party-wall, the obligations of party-wall shall be governed by this Section. The party-wall shall constitute the joint obligation of each of the Owners of the adjoining Residences. Each Owner shall be responsible for the repair and maintenance of the surface portion facing his Lot of any party-wall or other wall which is contained within an adjoining Lot but faces his Lot and does not also face or form a part of the adjoining Lot Owner's living area. Any questions as to what is such a wall for purposes of this Section shall be determined by the Association. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wallboard shall be the obligation

of that particular Owner. The adjoining Owners shall be jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block and mortar. Each of the Owners of adjoining Residences shall be responsible for keeping in force insurance respecting such party-wall, even though the wall may be wholly within one Owner's Lot. In the event of damage or destruction to the party-wall, it shall be repaired at the common expense of each of the adjoining Owners, said expense being divided equally. There shall be no subrogation or contribution between such adjoining Owners for the negligence or negligent acts of either or both of the Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent party shall bear the cost. To the extent appropriate, irrevocable licenses are established for the purpose of giving effect to the provisions of this Section. The Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of adjoining Residences, their successors and assigns.

Section 6. Inspection of Exterior. In order to maintain a uniform appearance and to maintain the high standards of maintenance within the community, it shall be the duty and obligation of the Association to inspect periodically the exterior painting of all of the Residences. The Association shall have the sole discretion to determine the time at which such repainting is required and, in all cases, the manner and color to be used. Repainting of any individual Residence, which is necessitated by deterioration of existing paint or other conditions, shall, however, be the responsibility of the affected Owner or Owners, and not the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Developer may execute and deliver conveying any Property whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. 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 (a) this Declaration of Covenants, Conditions, Easements and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association, which will be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall

inure to the benefit of and be enforceable by the Association, or the Owner of any 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, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated prior to the expiration of any term by the number of Owners required for an amendment hereto. The covenants and restrictions of this Declaration may be amended during the first twenty (20) years from date hereof by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment which refers to the lien for assessments must first be approved by the City Attorney's Office, Homestead, Florida.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association by any person claiming by, through or under the Developer and/or the Association, or by virtue of any judicial proceedings, the Owner or the Association, or the Developer, or an Institutional First Mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel compliance of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built within the Property any structure which is in violation of this Declaration, a duly authorized representative of the Association may enter upon the Property where such violation exists, and summarily abate or remove the same at the expense of the Owner thereof, provided, however, that the Association shall then make the necessary repairs, construction, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation. Any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass and the costs of same, including reasonable attorney's fees, shall be immediately payable, and, if not paid, be an amount against the Lot and Owner subject to immediate enforcement.

Section 6. Effect of Waiver of Violation. No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation and By-Laws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instrument Governing Common Area and Owners of Lots. This Declaration and the Articles of Incorporation and By-Laws of the Association, which are attached hereto and made a part hereof, and any lawful amendments, from time to time, to said instruments, shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 8. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by Certified or Registered Mail at the address of the dwelling situated upon the Lot. Such notices shall be deemed given when deposited in the United States mail addressed to Owner at his Residence, sent by Certified or Registered Mail, postage prepaid. Any Owner may change his mailing address by written notice given to the Association at: 6760 Coral Way, Miami, Florida 33155 or any other address designated by the Association.

Section 9. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, PNP Developers, Inc., a Florida corporation, has caused these presents to be signed in its name by its President, attested by its Secretary, and its corporate seal affixed hereto on this 16th day of June, 1982,

Signed, sealed and delivered in the presence of:

Donna Currod

maria Escobar

PNP DEVELOPERS, INC., a Florida corporation

By [Signature]
EMILIO R. PINERO, President

Attest: [Signature]
RAMON E. RODRIGUEZ, Secretary



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared EMILIO R. PINERO and RAMON E. RODRIGUEZ, to me known to be the President and Secretary, respectively, of PNP Developers, Inc., a Florida corporation, and they acknowledged before me that they executed the above and foregoing as their free act and deed on behalf of said corporation.

SWORN TO and SUBSCRIBED before me this 16th day of June, 1982, in the County and State aforesaid.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 1 1986

THIS INSTRUMENT PREPARED BY:

Jeffrey M. Fine, Esquire
Guilford, Goldstein & Fine, P.A.
Penthouse Suite
2222 Ponce de Leon Boulevard
Coral Gables, Florida 33134

JOINDER OF MORTGAGE

THE UNDERSIGNED, ELIZABETH ADDRESS, AS TRUSTEE, a resident of the State of Florida, Mortgagee under a Mortgage from PNP Developers, Inc., a Florida Corporation, which Mortgage is dated July 2, 1981 and filed July 7, 1981 under Clerk's File number 81R179552 and in Official Records Book 11149 at Page 1077 of the Public Records of Dade County, Florida, is hereby joined in that Declaration of Covenants, Conditions, Easements and Restrictions pertaining to Mowry Villas Subdivision, Dade County Florida, pertaining to the subject property secured by said Mortgage, which Declaration of Covenants, Conditions, Easements and Restrictions was executed by PNP Developers, Inc.

Dated this 20th day of January, 1983.

Signed and delivered in the presence of:

[Signature]
Leon Address

ELIZABETH ADDRESS, as TRUSTEE

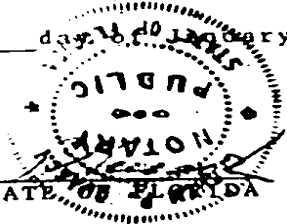
[Signature]
Elizabeth Address

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared Elizabeth Address, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of January, 1983.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires March 2, 1985
Bonded thru Jedco Insurance Agency

EXHIBIT "A"

LEGAL DESCRIPTION

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, less the West 186.00 feet thereof and less the North 35 feet and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ less the North 35 feet and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ less the North 35 feet thereof, and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ less the North 35 feet thereof, all of Section 14, Township 57 South, Range 38 East, Dade County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION

RECREATION AREA OR PARK AREA:

TRACT "A"

Tract A, of Mowry Villas according to the Plat thereof,
as recorded in Plat Book 121 , at
Page 12 , of the Public Records of Dade County, Florida.

GUEST PARKING AREA:

TRACTS "B", "C" and "D"

Tract B, of Mowry Villas according to the Plat thereof,
as recorded in Plat Book 121 , at
Page 12 , of the Public Records of Dade County, Florida.

Tract C, of Mowry Villas according to the Plat thereof,
as recorded in Plat Book 121 , at
Page 12 , of the Public Records of Dade County, Florida.

Tract D, of Mowry Villas according to the Plat thereof,
as recorded in Plat Book 121, at
Page 12 , of the Public Records of Dade County, Florida.

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