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DECLARATION OF CONDOMINIUM
OF
LES FONTAINES, A CONDOMINIUM
DADE COUNTY, FLORIDA

FORM OF DECLARATION OF CONDOMINIUM

TABLE OF CONTENTS

DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

<u>ARTICLE</u>		<u>PAGE</u>
I	Submission Statement	4
II	Definitions	4
III	Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment	6
IV	Restraint Upon Separation and Partition of Common Elements	9
V	Common Elements	10
VI	Condominium Property and Identification of Units	10
VII	Ownership of Common Elements and Shares of Common Surplus	11
VIII	Amendment to Declaration	11
IX	The Association, its Powers and Responsibilities	13
X	Maintenance, Alterations and Improvements	14
XI	Enforcement of Maintenance	17
XII	Common Expenses	18
XIII	Assessments; Liability, Lien and Priority; Interest; Collection	18
XIV	Exemption of Developer	21
XV	Limitation of Liability	21
XVI	Liens	22
XVII	Easements	22
XVIII	Conveyances, Sales, Rentals, Lease and Transfers	23
XIX	Obligations of Unit Owners	24
XX	Insurance	25
XXI	Eminent Domain or Condemnation Proceedings	32
XXII	Rules and Regulations	32
XXIII	Maintenance and Contracts	33
XXIV	Management Agreements	33
XXV	Termination of Condominium	34
XXVI	Assignability of Rights of Developer	34
XXVII	Developer's Right to Appoint Board of Directors	35
XXVIII	Condominium Working Capital Fund	36
XXIX	Pets	36
XXX	Remedies	36
XXXI	Additional Provisions	37

OFF. REC. 17348 2304

EXHIBITS TO DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

- "A" Legal Description of Condominium Property, Phase One
- "B" Plot Plan, Survey and Graphic Description of Condominium Property, Phase One
- "C" Legal to Future Phases - Two and Three
- "D" Survey of Future Phases - Two and Three
- "E" Articles of Incorporation of Les Fontaines Condominium Association, Inc.
- "F" By-Laws of Les Fontaines Condominium Association, Inc.
- "G" Rules and Regulations
- "H" Share of Common Expenses, Common Elements and Common Surplus
- "I" Consent of Mortgagees
- "J" Frequently Asked Questions and Answers

DECLARATION OF CONDOMINIUM
OF
LES FONTAINES, A CONDOMINIUM

I. Submission Statement

ALEXANDRA ESTATES, INC., a Florida Corporation and BILTMORE VILLAS CONSTRUCTION, INC., a Florida corporation, (hereinafter called the "Developer") are the owners in fee simple title of that certain real property in Dade County, Florida, legally described in Exhibit "A" annexed hereto. Developer does hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares said condominium to be known as LES FONTAINES, A CONDOMINIUM (the "Condominium").

All restrictions, reservations, covenants, conditions, and easements contained herein shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, and shall be binding on each unit owner, his heirs, personal representatives, successors and assigns. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the common elements as defined herein.

II. DEFINITIONS:

As used herein and in the Exhibits attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date recordation of this Declaration of Condominium.

B. "Assessment" means the share of the funds required for the payment of common expenses which from time to time are assessed against a unit owner.

C. "Association" or "Corporation" means LES FONTAINES CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

D. "Board" or "Board of Directors" means the Board of Directors of the

Association.

E. "By-Laws" means the By-Laws of the Association.

F. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

G. "Condominium Property" means and includes the land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

H. "Unit" or "Condominium Unit, means that portion of the Condominium Property which is to be subject to exclusive ownership; said Unit being a unit space identified on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".

I. "Common Elements" means: (i) the portion of the Condominium Property not included within in the Units; (ii)

J. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of common elements; (3) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (4) any valid charge against the Condominium as a whole.

K. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over and above the amount of money expended as common expenses.

L. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of units that may be owned by one or more persons or entities and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

M. "Condominium Parcel" means a Unit together with the undivided share in the common elements which is appurtenant to the Unit.

N. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

O. "Institutional Lender" or "Institutional Mortgagee" means the Developer, or the assignee, nominee or designee of the Developer, a bank, savings and loan

association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, credit union, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMA"), the Veterans Administration or any entity controlling, controlled by, or under common control of any of the foregoing.

P. "Institutional Mortgage" means a mortgage encumbering condominium Unit held by an Institutional Lender or Institutional Mortgagee.

Q. "Insurance Trustee" means a Florida Bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

R. "Limited Common Elements" means those common elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

S. "Owner" means that person or entity owning condominium Unit.

T. "Residential Dwelling" or "Dwelling Unit" means the improvement to be constructed upon the Condominium Unit as a single family residence, which residential Dwelling or Dwelling Unit shall belong to and be owned by the fee simple title owner of the Unit upon which the Dwelling Unit is constructed.

III. CONDOMINIUM UNITS; APPURTENANCES; LIMITED COMMON ELEMENTS; POSSESSION AND ENJOYMENT

A. "Identification of Units". The Condominium property contains 76 units in Phase I, as more particularly described, and the units contained therein will come into existence upon the recording of this Declaration of Condominium amongst the public records of Dade County, Florida. The designation of each unit is as set forth on Exhibit "B" annexed hereto. Exhibit "B" consists of a survey of the land, a graphic description of the units, where the units are located and a plot plan thereof. Exhibit "B" together with this Declaration are sufficient in detail to identify the common elements and each unit in Phase I and their relative locations and approximate dimensions.

B. "Unit Boundaries". Each unit shall have its own peremittical boundaries as is more particularly described in Exhibit "B". This is due to the fact that this condominium may be referred to as a "LAND" condominium. The Purchaser of a unit will be given a choice of Residential Dwelling improvements which will be erected upon the Condominium Unit. The Residential Dwelling will be entirely contained within the Condominium Unit.

C. "Limited Common Elements". The limited common elements shall include

the following:

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(i) "Parking Spaces". Each unit owner shall have the exclusive right to use three (3) parking spaces, which parking spaces are within the Condominium Unit as depicted on Exhibit "B".

D. "Easements". The following easements are hereby created (these are in addition to any easements created under the Act):

(i) "Support". Each unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other units and the common elements.

(ii) "Location and Access to Easements". Easements are reserved under, through and over the condominium property as may be required for utility services and drainage in order to serve the condominium provided, however, such easement running through a unit shall be according to the plans and specifications for the building, or as such building is constructed or reconstructed, unless approved in writing by the unit owner. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using these easements. The Association or its designated Agent shall have a right of access to each unit, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits, and other utility service facilities contained in the unit or elsewhere in the condominium property, all of which being common elements, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the unit owner's permitted use of the unit, and except in the event of any emergency, which affects the common elements or another unit, entry shall be made on no less than one (1) day's notice.

(iii) "Encroachments". If (a) any portion of the common elements encroach upon any unit; (b) any unit encroaches upon any other unit or upon any portion of the common elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the common elements made by or with the consent of the Association; (iv) any repair or rest of the improvements (or any portion thereof) of any unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any unit or the common elements then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvement shall stand.

In addition, there is reserved in perpetuity an easement for roof overhang and for drainage of 3.0 feet on each lot on the side property line abutting the wall of the adjacent improvement home build thereon.

(iv) "Ingress and Egress". An easement in favor of each unit owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.

(v) "Construction; Maintenance". The Developer (including its designees, successors and assigns) shall have the right in its sole discretion from time to time to enter the condominium property for the purpose of completing the construction thereof, provided same does not prevent or unreasonably interfere with the use or enjoyment of the unit owners of the condominium property.

(vi) "Sales Activity". For as long as there are any unsold units, the Developer, its successors and assigns, shall have the right to use any such units and any portion of the common elements for model homes and sales offices, to display model homes and the common elements to prospective purchasers, and to erect signs and other promotional material upon the condominium property.

(vii) "Additional Easements". The Association shall have the right to grant such additional electric, gas, or other utility easements or relocate any existing utility easements in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonable interfere with the use of the units for dwelling purposes.

E. "Future Phases of the Condominium". Developer plans to construct and develop an additional two (2) phases to the condominium. Phase 2 shall consist of 126 units having a minimum lot size of 36.0' X 86.33' and a maximum lot size of 39.18' X 86.33'. Phase 3 shall consist of 64 units having the same minimum lot sizes as Phase 2. When all phases are completed, the condominium shall contain a total of not more than 269 units. The land on which additional phases are to be constructed is legally described in Exhibit "C" attached hereto and entitled "Future Phases". Exhibit "D" hereto contains surveys and proposed plat plans for Phases 2 and 3 (inclusive) and a listing of the number and general size of the units to be included in each Phase.

Developer reserves the right to amend this Declaration to add said future phases, however because many factors which affect future development are not foreseeable (for example, changes in consumer tastes and demand, availability of financing, shortage or unavailability of fuel, labor or materials), nothing contained in this plan shall be construed as obligating the Developer to construct future phases. Future

phases, if constructed will all be added to the Condominium by December 31, 1999.

F. There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the common elements.
2. An undivided share in the common surplus.
3. An exclusive easement for the use of the air space occupied by the

Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically if any air space is vacated from time to time.

4. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.

5. Membership for the unit owner in the Association, subject to the rights and obligations of membership therein.

G. The owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the common elements (other than limited common elements) and a joint mutual easement for that purpose is hereby created.

H. Each owner shall be responsible for and pay the cost of replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit. Rules and regulations regarding the uniform maintenance and appearance of all portions of the improvements may be promulgated by the Association from time to time.

I. A Unit may be used only for single family residential purposes. No Unit may be partitioned or subdivided, except in accordance with the provisions of Article XXV.

J. No Timeshare Estates will be created in any Phase of this Condominium.

IV. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS:

The undivided share in the common elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The share in the common elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

V. COMMON ELEMENTS:

Common elements includes within its meaning the following items:

A. All of the real property, other than the Units, as the same is defined herein, all of which are more particularly described and set forth in the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B". Common elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the common elements and easements of support in every portion of a Unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such Units.

B. Installations for the furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units or any of them.

E. A non-exclusive easement for ingress and egress over the walks and other rights-of-way of the common elements as shall be necessary to provide access to the public ways to and from the Units.

VI. CONDOMINIUM PROPERTY AND IDENTIFICATION OF UNITS:

A. Annexed hereto as Exhibit "B" is a sketch of survey of the land being submitted to condominium ownership, together with a plot plan and graphic description of the improvements to be located within the units.

B. The identification, location and dimensions of each Unit, the limited common elements and the common elements appear on the aforescribed Exhibit "B". Each Unit has been given a numerical designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "B" annexed hereto in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the limited common

elements and common elements appurtenant thereto. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

VII. OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON SURPLUS:

The owner of each Unit shall own a share and an interest in the Condominium Property which is appurtenant to unit owner's Unit which includes, but is not limited to, the following items:

A. Common Elements - The undivided shares, stated as percentages, in the common elements appurtenant to each of the Condominium Units as set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "H".

B. Common Surplus - Any common surplus of the Association in the same percentage as the common expenses appurtenant to each Unit are shared, as set forth in Exhibit "H". This ownership, however, does not include the right to withdraw or require payment or distribution of said common surplus.

VIII. AMENDMENT TO DECLARATION:

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by seventy-five (75%) percent of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the vote of the entire membership of the Association; or

b. Not less than eighty (80%) of the vote of the entire membership of the Association; or

c. Until the first election of Directors by the unit owners as provided in for the By-Laws of the Association, only by all of the Directors.

B. No amendment to the Articles of Incorporation shall, however, change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on said unit join in the execution of the amendment and at least a majority of all other unit owners approve the amendment.

C. No amendment shall be passed which shall materially (as the term is defined in Florida Statute 718.110(11)) affect the rights or interests of mortgagees without the mortgagee's consent, which consent shall not be unreasonably withheld; or which would violate the guidelines for Condominium projects established from time to time by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

D. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval by a writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

a. Not less than thirty-three and one-third (33-1/3%) percent of the entire membership of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the unit owners; or

b. Not less than twenty-five (25%) of the votes of the entire membership of the unit owners; or

c. In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

E. Until the last Unit within the Condominium is conveyed by the Developer, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of any

Unit(s) owned by the Developer.

F. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the President of the Association, certifying that the amendment was duly adopted. The amendment aforesaid shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Dade County, Florida.

IX. THE ASSOCIATION: ITS POWERS AND RESPONSIBILITIES:

A. The Condominium is governed and administered by LES FONTAINES CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "E". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Article VIII of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles of Incorporation shall, however, change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to a unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and at least a majority of all other unit owners approve the amendment.

B. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereby and made a part hereof as Exhibit "F" but, in addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

1. The irrevocable right to have access to each Unit, from time to time, during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission.

2. The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

3. The duty to maintain accounting records according to good

accounting practices, which shall be open to inspection by unit owners at reasonable times during normal business hours.

4. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the common elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements shall not relieve the unit owner of unit owner's personal responsibility to maintain and preserve the interior surface of his Unit, including landscaping and the interior and exterior painting, maintenance and repairing of the "Residential Dwelling" and the limited common elements appurtenant thereto.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

6. As provided in F.S. 718.303(3), the power to levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee or invitee, to comply with any provision of the Declaration, the association by-laws, or reasonable rules of the association.

C. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage covering any Condominium Unit(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the By-Laws and the Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as are required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability, so that such unit owners shall have the right to intervene and defend.

X. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS:

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association - The Association shall maintain, repair and replace at the Association's own expense:

1. All common elements.
2. All conduits, plumbing, wiring and other facilities for the furnishing of utility services to a Condominium Unit.
3. All property owned by the Association.
4. All incidental damage caused to a Condominium Unit by work performed by the Association shall be promptly repaired at the expense of the Association.

B. By the Condominium Unit Owner: The responsibilities of each unit owner shall be as follows:

1. To maintain, repair and replace, at unit owner's expense, all portions of the Dwelling Unit except the portions to be maintained, repaired and replaced by the Association as described in Section A above. Included within the responsibility of the unit owner shall be all windows, screens and doors opening into or onto owner's Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

2. To maintain, repair and replace at unit owner's expense, all air-conditioning and heating equipment lying within the boundaries of the Unit and maintain, repair and replace the HVAC compressor unit serving the dwelling unit.

3. Within the Dwelling Unit to maintain, repair and replace at unit owner's expense all fans, stoves, refrigerators, dishwashers, washing machines, dryers, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to unit owner's Condominium Unit. The floor and exterior and interior walls of any terrace or patio of a Dwelling Unit shall be maintained by the Condominium Unit owner thereof at the owner's expense.

4. To paint the exterior of the Dwelling Unit when needed.

5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

6. To maintain the roof of the Dwelling Unit.

7. To maintain the grass and backyard and patio area adjoining each

Dwelling Unit.

8. No Condominium Unit owner, other than the Developer, shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

C. Alteration and Improvement of Common Elements:

There shall be no alterations or additions to the common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members of the Association casting not less than sixty-six and two-thirds (66 2/3%) percent of the total votes of the members of the Association present at any regular or special meeting of the Association called for that purpose. The cost of the foregoing shall be assessed as common expenses of the Condominium.

D. Alteration of Unit:

No owner of a Condominium Unit shall make or cause to be made any modifications or alterations to the exterior of a Dwelling Unit, so as to change the exterior appearance or footprint of the Dwelling Unit, without the consent of 75% of the Board of Directors of the Association and 75% of the Unit Owners, which consent may be withheld in the event the Board of Directors determines that such alteration, modification or replacement would in any manner endanger the building or change the character of the neighborhood or encroach on any easement or common element. If the modification, alteration or replacement desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A unit owner making or causing to be made any structural modification, alteration or replacement of an interior component of a Dwelling Unit agrees, and shall be deemed to have agreed, to hold the Association and all other unit owners harmless from any liability arising therefrom. No unit owner shall cause any improvements or changes to be made to the exterior of the building or in any manner change the appearance of the exterior of a building or any portion of the building not totally within the Unit, without the consent of the Board of Directors and Unit Owners, as hereinabove set forth. No unit owner or any other person shall install upon the roof or exterior of the Dwelling Unit, or upon the Condominium Property or upon the common elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, without the consent of the Association as hereinabove set forth.

E. Additions, Alterations or Improvements to Developer-Owned Units:

The foregoing restrictions of this Section shall not apply to Developer-owned units. The Developer shall have the right without the consent or approval of the Board of

Directors or other unit owners, to make alterations, additions or improvements, structural and nonstructural, interior and exterior, in, to and upon any unit or residential dwelling unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), which do not materially alter said unit(s) or, if they so, to make such changes after first receiving the approval of fifty-one (51%) percent of the unit owners.

F. THE CITY OF HIALEAH GARDENS, FLORIDA WILL ONLY PERMIT THE CONSTRUCTION OF WOODEN DECKS IN THE BACKYARD OF EACH UNIT. NO CONCRETE OR TILED DECKS WILL BE PERMITTED. ANY UNIT OWNER DESIRING TO INSTALL DECKING MUST HAVE SAME APPROVED BY THE CITY OF HIALEAH GARDENS AND THE ASSOCIATION'S ARCHITECTURAL CONTROL COMMITTEE. THE UNIT OWNER WILL BE RESPONSIBLE FOR MAINTAINING ANY DECKING INSTALLED.

G. Liability of Unit Owner:

Should a Unit owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit owner cause damage to the common elements, the Association may make such repairs or replacements and the Association shall have the right to repair the same and the Unit owner shall reimburse the Association for any such repairs or replacements made by the Association. The responsible Unit owner shall reimburse the Association the cost advanced by the Association, plus interest thereon at the rate of fifteen percent (15%) per annum within ten (10) days of receiving written notice from the Association as to the amount so advanced plus interest. Nothing contained herein shall require the Association to undertake any such repairs or replacements or limit the Association's right to select other available remedies against the Unit owner.

H. Insurance Proceeds:

Whenever any maintenance, replacement and repair of any items for which the owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The unit owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

XI. ENFORCEMENT OF MAINTENANCE:

In the event the owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, the Developer, or any other unit owner shall have the right to proceed in a court of law or equity to seek compliance with the foregoing provisions.

XII. COMMON EXPENSES:

A. Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by this Declaration and the By-Laws or any Exhibits thereto.

B. All costs of all utilities, including but not limited to water and electricity serving the common elements shall be a common expense of the Condominium.

C. Common expenses shall be shared by the unit owners in accordance with their respective interests in the common elements and ownership of common surplus, as set forth in Exhibit "H". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium Units, their locations or the square footage included in each Condominium Unit.

XIII. ASSESSMENTS; LIABILITY, LIEN AND PRIORITY; INTEREST;
COLLECTION:

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the Condominium. A unit owner, regardless of how title is acquired, except as provided in Article XIV below, shall be liable for all assessments coming due while the owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the latter's share of the common expenses up to the time of such voluntary conveyance. This hereby is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

B. The Board of Directors shall adopt a Budget for the Association during the month preceding the fiscal year wherein the Budget will take effect, which Budget shall include a schedule of assessments to be paid by each unit owner. Each unit owner shall be responsible for the payment of the assessments imposed against his Unit in an amount equal to the percentage of responsibility for payment of common expenses set forth in Exhibit "H".

C. Regular assessments shall be paid by the unit owners on a monthly basis, payable on the first day of each and every month.

D. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

1. The Board of Directors of the Association, in assessing for common expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the common elements, as well as the replacement of personal property which may be a portion of the common elements.

2. The Board of Directors of the Association, in assessing for common expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by unit Owners or as a result of emergencies.

E. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expenses of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be commingled with other monies held by the Association for investment, but separate ledgers must be maintained for reserve and operating funds. All assessments received by the Association shall be held for the benefit of the unit Owners. No unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a unit owner. When the owner of a unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

F. Liability for assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any common elements or other property which an owner is entitled to use or enjoy.

G. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen (18%) percent per annum. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge against the defaulting unit owner. Payments made shall be applied to interest first and then to principal. The Association shall furnish to the mortgagee of any Unit upon its request, written notification of any default in assessment payments of the owner whose Unit is encumbered by that mortgage.

H. The Association is hereby granted a lien on each Condominium Parcel,

which lien shall secure the payment of all monies due from each unit owner for which he is liable to the Association for payment of all unpaid assessments, interest costs and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

I. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association shall be entitled to the appointment of a receiver for said Condominium Unit.

J. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is 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 transfer of title, without prejudice to any right the grantee may have to recover from the grantor, the amounts paid by the Grantee. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
2. One percent of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.
3. The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

XIV. EXEMPTION OF DEVELOPER:

For the period commencing with the month in which the first unit in the Condominium is conveyed to the Purchaser thereof and ending twelve months thereafter,

the Developer guarantees that the assessment for common expenses of the condominium imposed upon each unit will not increase over the dollar amount applicable to the unit, as set forth on the estimated operating budget contained in the offering circular for the Condominium and the Declaration of Condominium. During the period of such guarantee, the Developer will not be obligated to pay any common expenses for Developer-owned units; However, if the common expenses payable by all other unit owners are insufficient to pay the common expenses during such period, so as to maintain the condominium and provide it with the services set forth in said offering circular, the Developer will pay the deficit. Subsequent to said period, the Developer may extend the guarantee period for one additional year, at its option.

XV. LIMITATION OF LIABILITY

A. The liability of the owner of a Unit for common expenses shall be limited to the amounts for which the owner is assessed from time to time in accordance with this Declaration or the By-Laws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. The owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in unit owner's Unit to the same extent and degree that the owner of a single-family detached dwelling would be liable for an accident occurring within unit owner's single-family detached dwelling.

XVI. LIENS:

A. No liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the unit owners.

B. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to unit owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the owners thereof are liable for common expenses.

C. In the event a lien against two or more Condominium Units becomes effective, each owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

Each of the following easements is a covenant running with the land of the Condominium, to wit.

A. Utility Services: Drainage - Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. A unit owner shall do nothing within or outside unit owner's Unit that interferes with or impairs the utility services using these easements. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary, for the maintenance, repair or replacement of common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

B. Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements and limited common elements as may, from time to time, be paved and intended for such purpose; and such easements shall be for the use and benefit of unit owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments: If a Unit shall encroach upon any common element, limited common element or upon any other Unit, by reason of original construction or by the non-negligent or non-purposeful act of the unit owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support - The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements - The Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and

maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owner, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

F. General - All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The unit owners do hereby designate the Association as their only lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

XVIII. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

A. There are no restrictions on the sale of units, however, any lease of a condominium unit must be in writing and for a minimum term of six months. However, a Unit Owner shall give notice to the Association that his unit is to be sold together with the name and address of the unit purchaser within 10 days prior to closing. The new Unit Owner shall furnish the Association with a copy of the Deed of Conveyance transferring title to the new Unit Owner within 15 days from the date of closing and such other information the Association may reasonably require.

XIX. OBLIGATIONS OF UNIT OWNERS:

In addition to other obligations and duties heretofore set out in this Declaration, each unit owner shall:

A. Promptly pay the assessments, regular and special, levied by the Association.

B. Maintain in good condition and repair unit owner's Unit and Dwelling Unit located thereon, and limited common elements and all interior and exterior surfaces within or surrounding unit owner's Unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the Unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to unit owner's Unit.

C. Not permit or suffer anything to be done or kept in unit owner's Unit which will increase the insurance rates on unit owner's Unit or the common elements, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall a unit owner commit or permit any nuisance, immoral or illegal act in unit owner's Unit or on the common elements.

D. Conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the Unit and the common elements which may be adopted in writing, from time to time, by the Board of Directors of the Association, and to see that all persons using unit owner's property by, through or under the unit owner do likewise.

E. Make no alteration, decoration, repair, replacement or change of the common elements or limited common elements, or to any outside or exterior portion of the building, except as set forth hereinbefore.

F. Show no sign, advertisement or notice of any type on the common elements or unit owner's Unit, except as may be provided for in the rules and regulations of the Association

G. Make no repairs to any plumbing or electrical wiring, except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the owner of the Unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements only.

H. Return the "Condominium Unit" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against unit owner's "Condominium Unit". For the purposes of ad valorem taxation, the interest of the unit owner in unit owner's "Condominium Unit" and in the "limited common elements" appurtenant thereto and in the "common elements" shall be considered as a Unit. The value of each Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit in this Declaration.

XX. INSURANCE:

A. Liability Insurance - The Board of Directors of the Association shall obtain public liability and property damage insurance covering all real property owned by the Association and all of the common elements of the Condominium, and insuring the Association, Unit owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least one million (\$1,000,000.00) dollars per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a crossliability endorsement to cover the liability of all the unit owners, as a group, to any one unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance - Purchase of Insurance - The Association shall obtain "all

risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements including the Dwelling Units constructed by the Developer, but excluding Unit Owner's furnishings and improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the board of Directors of the Association and in an amount equal to the maximum insurable replacement value, as determined annually. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policyholder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium.

C. Loss Payable Provisions - Insurance Trustee - All policies purchased by the Association shall be for the benefit of the Association, all Unit owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any banking institution having trust powers and doing business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees (sometimes hereinafter collectively referred to as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. Common Elements - Proceeds on account of damage to common elements shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to unit owner's Unit.

2. Condominium Units - Proceeds on account of Condominium Units shall be in the following undivided shares:

a. Partial destruction, when Units are to be repaired and restored for the owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each unit owner.

b. Total destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereafter in this Article for the owners of all Condominium Units, each unit

owner's share being in proportion to unit owner's share in the common elements appurtenant to unit owner's Condominium Unit.

c. Unit Owners Personal Coverage. The insurance purchased by the Association shall not cover claims against an owner due to accidents occurring within his condominium unit, nor shall it cover casualty or theft loss to the contents of an owner's unit, nor flood damage. It shall be the obligation of the individual unit owner to purchase and pay for insurance as to all such risks.

3. Mortgagees - In the event an Institutional Mortgage encumbers a Unit, the share of the unit owner share be held in trust for the mortgagee and the unit owner, as their interests may appear, provided, however, that no mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium, shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

D. Distribution of Proceeds - Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

1. Reconstruction or Repair - If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

2. Failure to Reconstruct or Repair - If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

3. Certificate - In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President and Secretary of the Association, as to the names of the unit owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a Single Unit - If loss shall occur within a single Unit or Units, without damage to the common elements, the Insurance proceeds shall be distributed to the beneficial unit owner(s), remittance by the Insurance Trustee to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit owner shall thereupon be fully responsible for the restoration of the Unit.

F. Loss Less Than "Very Substantial" - Where a loss or damage occurs to more than one Unit and/or to the common elements, or to any Unit or Units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost to repair, restore and rebuild the damage caused by said loss.

2. If the damage or loss is limited to the common elements, with minimum or no damage or loss to any individual Unit, and if such damage or loss to the common elements is less than \$10,000.00, the Insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

3. If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as the common elements, or if the damage is limited to the common elements alone but is in excess of ten thousand (\$10,000.00) dollars, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. At such time as the aforesaid Institutional

Mortgagee is not the holder of a mortgage on a Unit, then its right to approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds.

All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association, or the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforesaid, shall have the right to require the general contractor performing the reconstruction to obtain a performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

4. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the common elements.

5. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

6. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the Insurance proceeds are insufficient but additional funds are raised by special assessment within 90 days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and Unit owner's Unit shall be subject to special charge to be levied by the Association for such sum.

G. "Very Substantial" Damage - As used herein, the term "very substantial damage" shall mean damage whereby fifty (50%) percent or more of the amount of

casualty insurance covering the condominium improvements become payable, or damage whereby the cost of reconstruction and repair exceeds fifty (50%) percent of the appraised he condominium improvements immediately prior to said loss. Estimates and appraisals required pursuant tot the foregoing sentence shall be made by qualified persons designated by institutional first mortgagees (banks, savings and loan associations or insurance companies) holding sixty (60%) percent of outstanding dollar volume of institutional first mortgage loans on units then in the condominium. Should very substantial damage occur, then

(i) Institutional first mortgagees holding sixty (60%) percent of the outstanding dollar volume of institutional unit first mortgages shall have the right to elect)(such election to be made within forty-five (45) days from the date of the casualty) either:

(a) To require application of insurance proceeds to the payment of their mortgage debts, in which case all mortgagees shall have the right to make similar application of insurance proceeds to their mortgage, or

(b) To require that insurance proceeds be retained for purposes of reconstruction and repair, in which case all mortgagees shall be so bound, subject to the matters herein set forth.

(ii) The Board of Directors shall, as promptly as possible, obtain reliable and detailed estimates of the cost of repair and restoration, and if such work is undertaken, shall negotiate contracts for such work subject, however, to the approval of a designee of the majority of institutional first mortgagees holding sixty (60%) percent of outstanding dollar volume of institutional unit first mortgages.

(iii) A membership meeting shall be called by the Board of Directors to be held as promptly as possible, but not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the abandonment or reconstruction of the condominium project, subject to the provisions hereinafter set forth.

(iv) If the election has been made per paragraph (i)(a) above to apply insurance proceeds to mortgages, then, if the remaining insurance proceeds available for reconstruction and repair are insufficient to cover the cost that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the cost of said reconstruction and repair, then the condominium shall be abandoned and terminated, unless seventy-five (75%) percent of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound. Each unit owner shall be obligated to replenish and replace insurance funds paid or payable to his mortgagee.

(v) If the election has been made to apply insurance proceeds to reconstruction and repair (as provided above), then

(a) If the insurance proceeds payable on account of such damage are sufficient to cover the cost of repair and reconstruction so that no special assessment shall be required, then said insurance proceeds shall be utilized for the purpose of such repair and reconstruction unless sixty-six and two-thirds (66 2/3%) percent of the membership present and voting shall vote to abandon and terminate the condominium project.

(b) If the insurance proceeds available for repair and reconstruction are insufficient to cover the cost thereof so that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the cost of said reconstruction and repair, then the condominium shall be abandoned and terminated unless sixty-six and two-thirds (66 2/3%) percent of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound. If the insurance proceeds on account of such damage are sufficient to cover the cost of repair and reconstruction so that no special assessment shall be required, then said insurance proceeds shall be utilized for the purpose of such repair and reconstruction unless sixty-six and two-thirds (66 2/3%) percent of the membership present and voting shall vote to abandon and terminate the condominium project.

(c) If the insurance proceeds are not sufficient to cover the cost of repair and reconstruction and, if notwithstanding the determination of the membership to repair and reconstruct and the voting of a special assessment, the funds sufficient to cover the deficiency between the cost of construction and the insurance proceeds are not deposited with the insurance trustee within ninety (90) days after the casualty, then the institutional first mortgagees who have elected to apply the insurance proceeds to reconstruct and repair shall have the right to revoke such election and to require application of the insurance proceeds to mortgages pursuant to Paragraph (i)(a).

(d) Certificate: The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the unit owners, where so provided, have made a decision whether or not to reconstruct or repair.

H. Surplus - It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

I. Plans and Specifications - Any repair and restoration must be substantially in

accordance with the plans and specifications for the original improvements, or as the improvements were last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

J. Association's Power to Compromise Claim - The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

K. A workmen's compensation policy shall be obtained by the Association to meet the requirements of law.

L. Each individual unit owner shall purchase at unit owner's expense, liability insurance to cover accidents occurring within unit owner's Unit, and shall purchase insurance upon unit owner's personal property, and living expense insurance, and such insurance, where applicable, shall contain waiver of subrogation, if available.

M. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the Insurance company waives its right of subrogation as to any claims against unit owners, the Association and their respective servants, agents and guests. Each unit owner and the Association hereby agree to waive any claim against each other and against other unit owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

N. If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to said payments.

XXI. EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS:

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the common elements, and disbursed to unit owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or

condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

XXII. RULES AND REGULATIONS

A. As to Common Elements - 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 and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post at a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Condominium Units - The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted at a conspicuous place on the Condominium Property.

C. Rules and Regulations - The rules and regulations shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rule, and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a fifty-one (51%) percent majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the ByLaws. The Rules and Regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "E".

XXIII. MAINTENANCE CONTRACTS:

If there shall become available to the Association a program of contract maintenance for all appliances and/or all air conditioning compressors serving individual Condominium Units which the Association determines is for the benefit of the Condominium Unit owners to consider then, upon resolution of the unit owners by a majority of those voting at a special meeting of the Association at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of

Condominium unit owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the unit owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing in such written undertakings, as the Association shall deem proper, to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

XXIV. CONTRACTS FOR SERVICES:

The Developer has entered into an exclusive agreement with Dynamic Cablevision of Florida, LTD., to be the exclusive provider of CATV Service to the Association property through the calendar year 2006. Unit owners may or may not choose to have Cable Television service, but should service be requested by a unit owner, said service can only be furnished by Dynamic Cablevision of Florida, Limited. The Association may not enter into any group agreement with any provider, but Dynamic Cablevision of Florida, Limited, for CATV Service until the agreement executed by the Developer expires.

XXV. MANAGEMENT AGREEMENTS:

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

B. The Association and each unit owner, their heirs, successors and assigns, shall be bound by any such management agreements to the same extent as if he or she (it) had executed said management agreements and shall be deemed to have:

1. Consented to the execution of any such management agreements by the Association; and
2. Covenanted and promised to perform each and every one of the covenants, promises and undertakings to be performed by unit owners and the Association as provided in any such management agreements; and
3. Ratified, confirmed and approved each and every provision of any such management agreements and acknowledged that all of the terms and provisions contained therein are fair and reasonable; and

4. Agreed that the persons acting as directors and officers of the Association entering into any such management agreements have not breached any of their duties or obligations to the Association.

XXVI. TERMINATION OF CONDOMINIUM:

The Condominium may be terminated in the following manner:

A. Destruction - If it is determined in the manner provided in Article XX that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement - As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit owners and all record owners of mortgages on Condominium Units.

C. Certificate - The termination of the Condominium in the foregoing manner shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Dade County, Florida.

D. Shares of Owners After Termination - After termination of the Condominium, the unit owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the common elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal one hundred (100%) percent.

XXVII. ASSIGNABILITY OF RIGHTS OF DEVELOPER:

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees of the Developer.

XXVIII. DEVELOPER'S RIGHT TO APPOINT BOARD OF DIRECTORS:

Developer shall have the right to appoint all the members of the Board of Directors until unit owners other than the Developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors.

Unit owners other than the Developer are entitled to elect not less than a majority of the members of the board of Directors (a) three years after fifty (50%) percent of the units that will be operated ultimately by the Association has been conveyed to Purchasers; (b) three months after ninety (90%) percent of the units operated ultimately by the Association have been conveyed to purchasers; (c) when all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers and one of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s.718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Administration of an association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration. Further, upon subsequent turnover of the Association unto the unit owners, it will take the affirmative vote of ninety (90%) percent of all members of the association to initiate and maintain a legal action, of any type or description, against the developer or its duly appointed successors developer(s), if any.

XXIX. CONDOMINIUM WORKING CAPITAL FUND:

At the time the Developer closes upon the sale of a Condominium Unit to a purchaser (purchaser thereof being a unit owner in the Condominium), the purchaser shall deposit with the Association an amount equal to two (2) monthly installments of the common expenses assessed to the purchaser's unit. This contribution is not to be considered an advance maintenance payment. The purchaser's share of the initial expense of the Condominium (for example, advance insurance premiums, utility deposits and permits and licenses) will be paid for by his contribution to the condominium working capital fund. The working capital fund may be used for the purpose of initial expenses and maintenance, emergency needs, initial and non-recurring items, capital expenses, permits, licenses, utility deposits, and advanced premium for insurance policies and coverage pursuant to this Declaration and the Exhibits attached hereto.

If the Developer has paid any of the foregoing expenses or items, on behalf of the Association, then any such expenses or items shall be paid to the Developer from the Condominium Working Capital Fund, except that the Developer shall not receive reimbursement for those expenses which it is obligated to pay pursuant to the provisions

of Article XIV, hereinbefore and Section 718.116 (9)(a) of the Act. All funds shall be maintained separately in the association's name. Reserve and Operating funds of the Association shall not be commingled. No manager or business entity required to be licensed or registered under s. 468.432, and no agent, employee, officer, or director of a condominium association shall commingle any association funds with his funds or any other condominium association or community association as defined in s. 468.431.

XXX. PETS:

No pet or animal shall be maintained or harbored within a Condominium Unit that would create a nuisance to any other unit owner. A determination by the Board of Directors that a pet or animal maintained or harbored within a Condominium Unit creates a nuisance shall be conclusive and binding upon all parties.

XXXI. SUBSTANTIAL COMPLETION OF THE CONDOMINIUM:

At the time of recording of this Declaration in the Public Records of Dade County, substantial completion (as such term is used in the Florida Statutes) of construction of the condominium property and portions of condominium common elements may not have been achieved.

In that event, and at such time as substantial completion of said improvements is achieved, this Declaration shall be amended to reflect a certificate of a surveyor, duly authorized to practice in the State of Florida, stating that the construction of the improvements described in the site plan, plat plan survey attached to this Declaration as Exhibit 2 have been substantially completed and that such plans and survey are correct representations of the improvements described therein and further that within such plans and survey the identification, location and dimensions of the common elements, limited common elements and of each unit can be correctly determined.

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Notwithstanding anything to the contrary herein contained, unless all Institutional Mortgagees have given their prior written approval, the Association shall not

be entitled to: (1) change the pro-rata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of common elements and common surplus of the Condominium; (2) partition or subdivide any Unit or the common elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and common elements of the Condominium.

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

E. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

F. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association, and to obtain at its own expense, an audited statement of the owners association.

G. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the unit owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the common elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and the display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as model units. Any sales offices and/or model units and all personal property, furnishings and signs contained therein and/or appurtenant thereto shall not be considered common elements, but shall remain the property of the Developer.

XXXII. REMEDIES:

A. Relief - Each unit owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief. An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association or, if appropriate, by one or more unit owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each unit owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other unit owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees - In any proceeding arising because of an alleged default, act, failure to act, or violation by the unit owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees, if the Association is the prevailing party. Further, in the event the proceedings are instituted by or against the Developer or against any affiliated company of the Developer or against any individual connected with the Developer (including, but not limited to, the parent company of the Developer or the initial directors of the Association) for any reason whatsoever, including but not limited to (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Prospectus, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer and/or affiliated companies and individuals connected with the Developer are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Dade County for the purpose of testifying at trial or depositions; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver - The failure of the Association, the Developer or unit owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the ByLaws or the Rules and Regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative - All rights, remedies and privileges granted to the Association, and the Developer and unit owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity. Each unit owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

E. Venue: Waiver or Trial by Jury - Every unit owner or occupant and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the Eleventh Judicial Circuit, in and for Dade County, Florida, or in the United States District Court, Southern District of Florida, as the same is now constituted or in any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer, do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Appointment of Agent - Should suit be instituted, the unit owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Dade County, Florida. The provisions hereof shall not be applicable to the Developer.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be signed in its name this 10 day of September, 1996.

Signed, sealed and delivered in the presence of:

Martha P. Alder
Tere Miranda

ALEXANDRA ESTATES, INC.

BY *[Signature]*
MAYNARD J. HELLMAN, PRESIDENT

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MAYNARD J. HELLMAN, as President of ALEXANDRA ESTATES, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same, and who has produced a driver's license for identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this

10th day of September 1996



E. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

Signed, sealed and delivered
in the presence of:

BILTMORE VILLAS CONSTRUCTION
INC.

Matthew B. Bland
Lorena M. ...

BY: [Signature]
PABLO J. VALDES, PRESIDENT

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared PABLO J. VALDES, as President of BILTMORE VILLAS CONSTRUCTION, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same, and who has produced a driver's license for identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this
10th day of September, 1996

E. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:



A:\FONT.DEC

OFF.
REC. 1734802342

EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

LEGAL DESCRIPTION
PHASE ONE

OFF. 1734802343
REC.

LEGAL DESCRIPTION (PHASE ONE)

A portion of the East 1/2 of Tracts 14, 15 and 16 of *FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1", of Section 33, Township 52 South, Range 40 East, according to the plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract 16; Thence run $S.02^{\circ}37'07''E.$ along the East line of said Tracts 16, 15 and 14, for a distance of 989.40 feet to the Southeast corner of said Tract 14; Thence run $S.89^{\circ}36'13''W.$ along the South line of said East 1/2 of Tract 14, for a distance of 405.75 feet to a point; Thence run $N.00^{\circ}23'47''W.$, at right angles to last described course, for a distance of 138.82 feet to a point; Thence run $N.89^{\circ}36'13''E.$ parallel with the South line of said East 1/2 of Tract 14, for a distance of 26.74 feet to a point; Thence run $N.02^{\circ}37'07''W.$, parallel with the East line of said Tracts 14, 15 and 16, for a distance of 479.35 feet to a point; Thence run $S.89^{\circ}36'13''W.$, parallel with the South line of said East 1/2 of Tract 14, for a distance of 22.04 feet to a point; Thence run $N.02^{\circ}37'07''W.$, parallel with the East line of Tracts 14, 15 and 16, for a distance of 371.10 feet to a point of intersection with the North line of Tract 16, also being the North line of said Section 33; Thence run $N.89^{\circ}36'01''E.$, along the North line of said East 1/2 of Tract 16, for a distance of 395.66 feet to the Point of Beginning. Said described parcel of land lying and being situated in the City of Hialeah Gardens, Dade County, Florida.

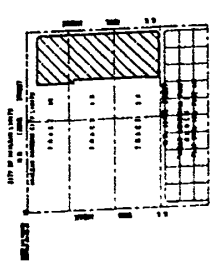
OFF.
REC. 17348P12344

EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION
OF CONDOMINIUM PROPERTY

PHASE ONE

OFF. REC. 17348P2346



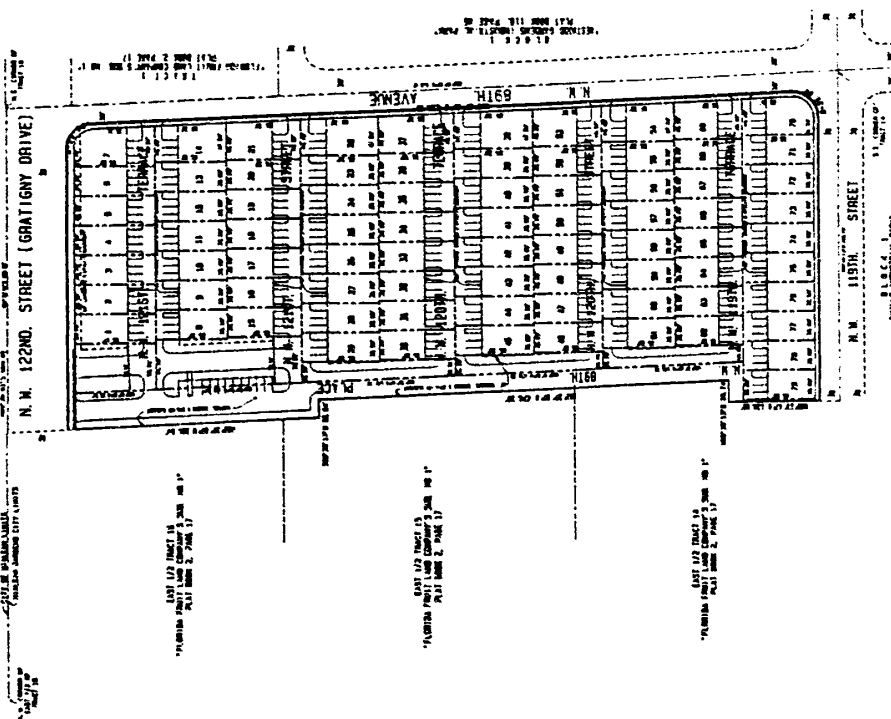
LOCATION MAP 1" = 500'
N.W. 1/4, N.E. 1/4, SECTION 33-32-40



LEGAL DESCRIPTION: PHASE ONE

CONDOMINIUM UNIT 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

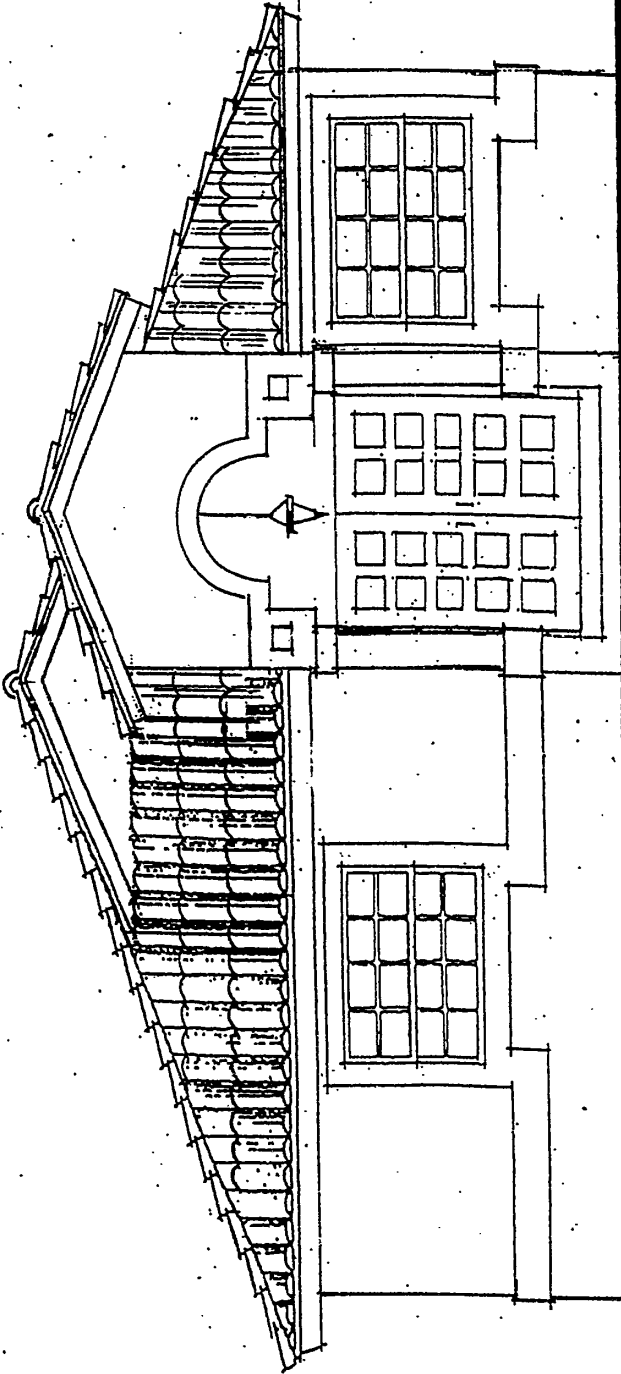
CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BK 17348 PG 2346



		SITE PLAN - PHASE 1 OF "LES FONTAINES AT HIALEAH GARDENS"		SHEET 1 OF 1 SHEETS
M. J. Agency & Associates, Inc. ARCHITECTS 1100 N.W. 12TH AVENUE, SUITE 100 MIAMI, FLORIDA 33136 (305) 371-1111		PREPARED BY M. J. Agency & Associates, Inc.		DATE 11/11/02
PROJECT NO. 02-001		CLIENT LES FONTAINES AT HIALEAH GARDENS		SCALE AS SHOWN
DRAWN BY M. J. Agency & Associates, Inc.		CHECKED BY M. J. Agency & Associates, Inc.		TITLE PHASE 1 SITE PLAN

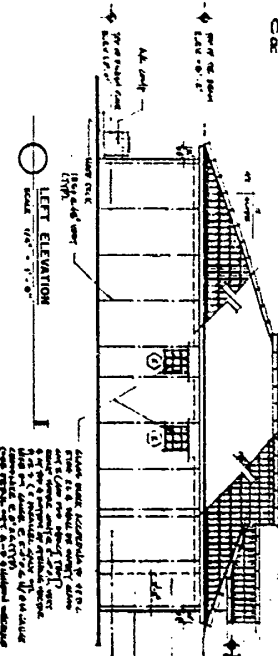
OFF. REC. 17348PT2347

LES FONTAINES



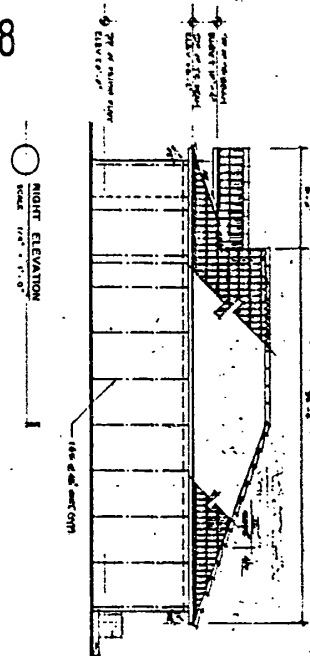
ALEXANDER I

OFF. 17348P2348
REC.

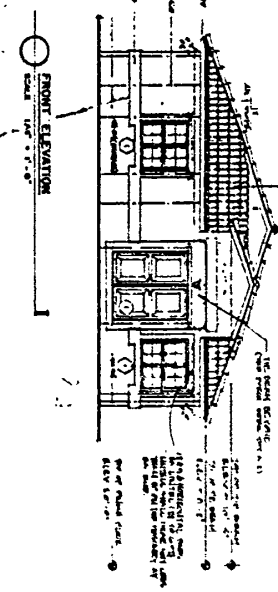


LEFT ELEVATION
SCALE 1/8" = 1'-0"

Notes: 1. All exterior walls to be finished with 5/8" brick. 2. All exterior doors to be 6' x 8' solid wood. 3. All exterior windows to be 6' x 6' double hung. 4. All exterior trim to be 1" x 4" solid wood. 5. All exterior stairs to be 1" x 4" solid wood. 6. All exterior roof to be asphalt shingles. 7. All exterior gutters to be aluminum. 8. All exterior downspouts to be aluminum. 9. All exterior landscaping to be as shown. 10. All exterior lighting to be as shown.

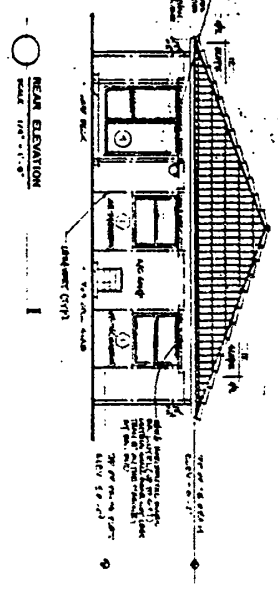


RIGHT ELEVATION
SCALE 1/8" = 1'-0"



FRONT ELEVATION
SCALE 1/8" = 1'-0"

MODEL ALEXANDER I



REAR ELEVATION
SCALE 1/8" = 1'-0"

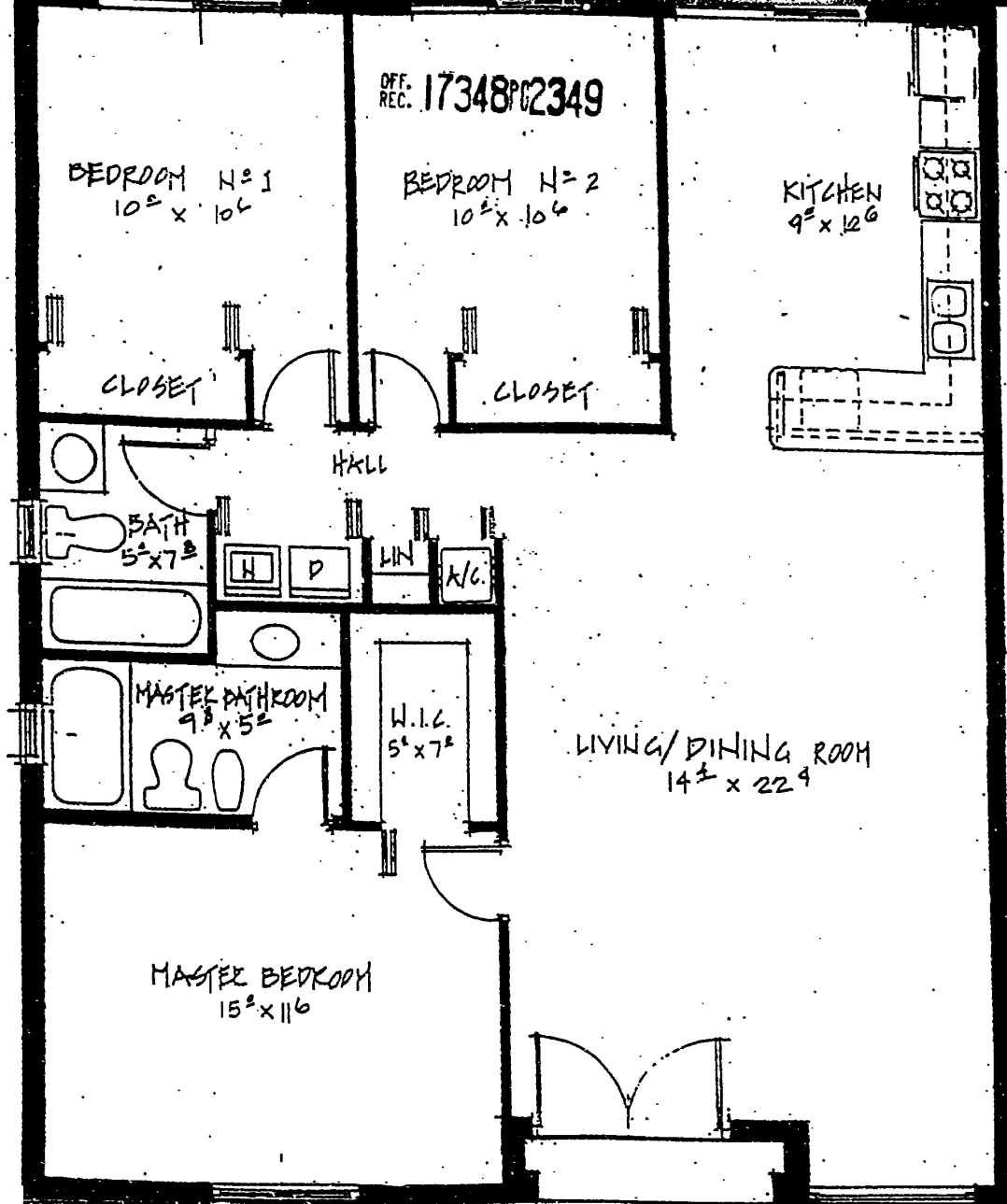
Notes: 1. All exterior walls to be finished with 5/8" brick. 2. All exterior doors to be 6' x 8' solid wood. 3. All exterior windows to be 6' x 6' double hung. 4. All exterior trim to be 1" x 4" solid wood. 5. All exterior stairs to be 1" x 4" solid wood. 6. All exterior roof to be asphalt shingles. 7. All exterior gutters to be aluminum. 8. All exterior downspouts to be aluminum. 9. All exterior landscaping to be as shown. 10. All exterior lighting to be as shown.

NEY REGALADO & ASSOCIATES
3000 N. W. 11th Street
Miami, Florida 33142
Tel. (305) 861-8222



JOHN LES FONTAINES AT MALEAH OONS
ADDRESS: 101 WEST BETHLEHEM BLVD. WYCKOFF, NJ
MALEAH SARVEL 3000
JOB NO. 17348P-0 POLJO

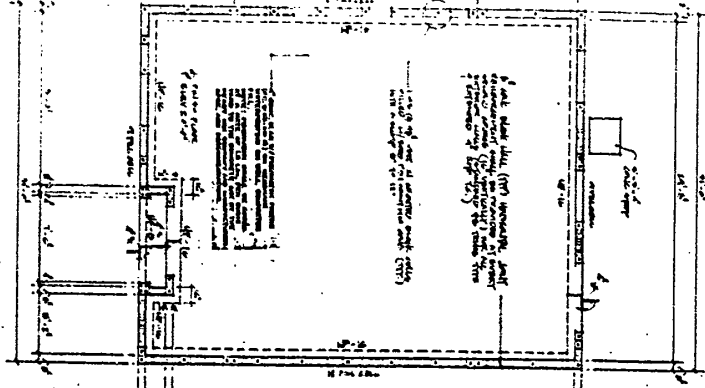
DATE	DESCRIPTION	AMOUNT	BALANCE



ALEXANDER I

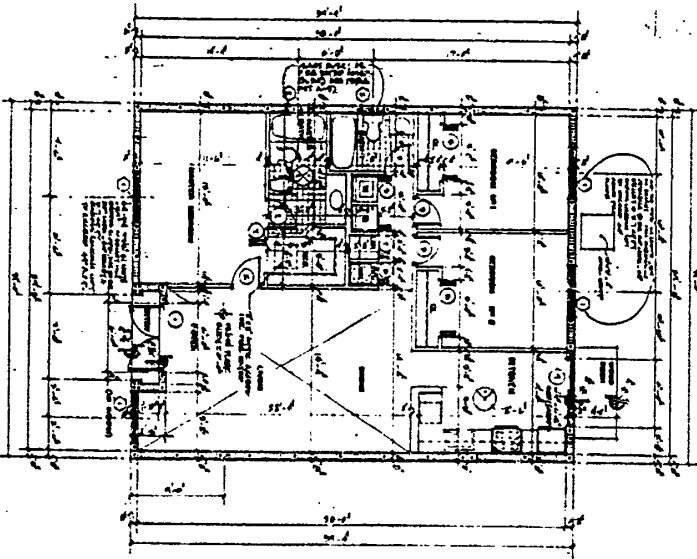
OFF. REC. 17348P2350

FOUNDATION PLAN
SCALE 1/4" = 1'-0"



NOTES:
1. FOUNDATION SHALL BE CONCRETE ON GRAVEL FILL.
2. ALL FOUNDATION WALLS SHALL BE 12\"/>

FLOOR PLAN
SCALE 1/4" = 1'-0"



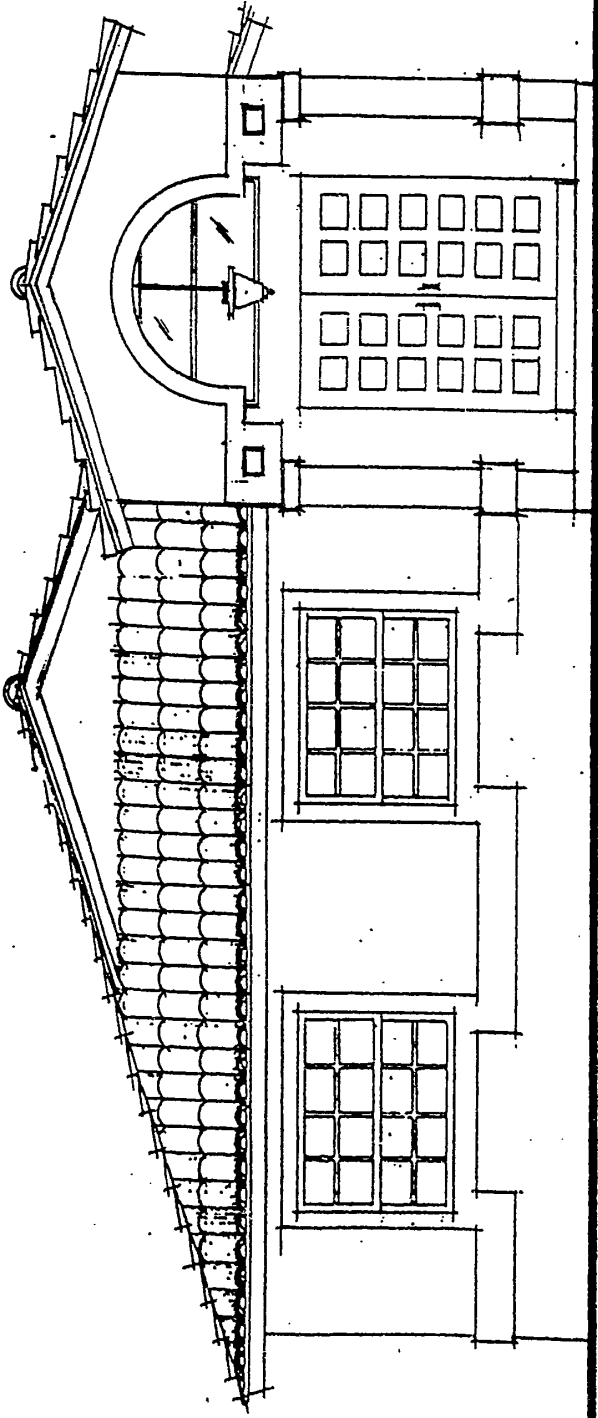
MOORE, ALEXANDER & CO.

REY REBALADO & ASSOCIATES
4040 S.W. 34 STREET
MIAMI GARDENS, FLORIDA 33056
TEL. 305-436-1225

LES FONTAINES ATHALEAH GONS
ADDRESS: 3831 MITCHELL ROAD, MIAMI, FLORIDA 33133
MILAN SANDERS 22076
P.O. BOX 174 GACF - 01 FLOIDA

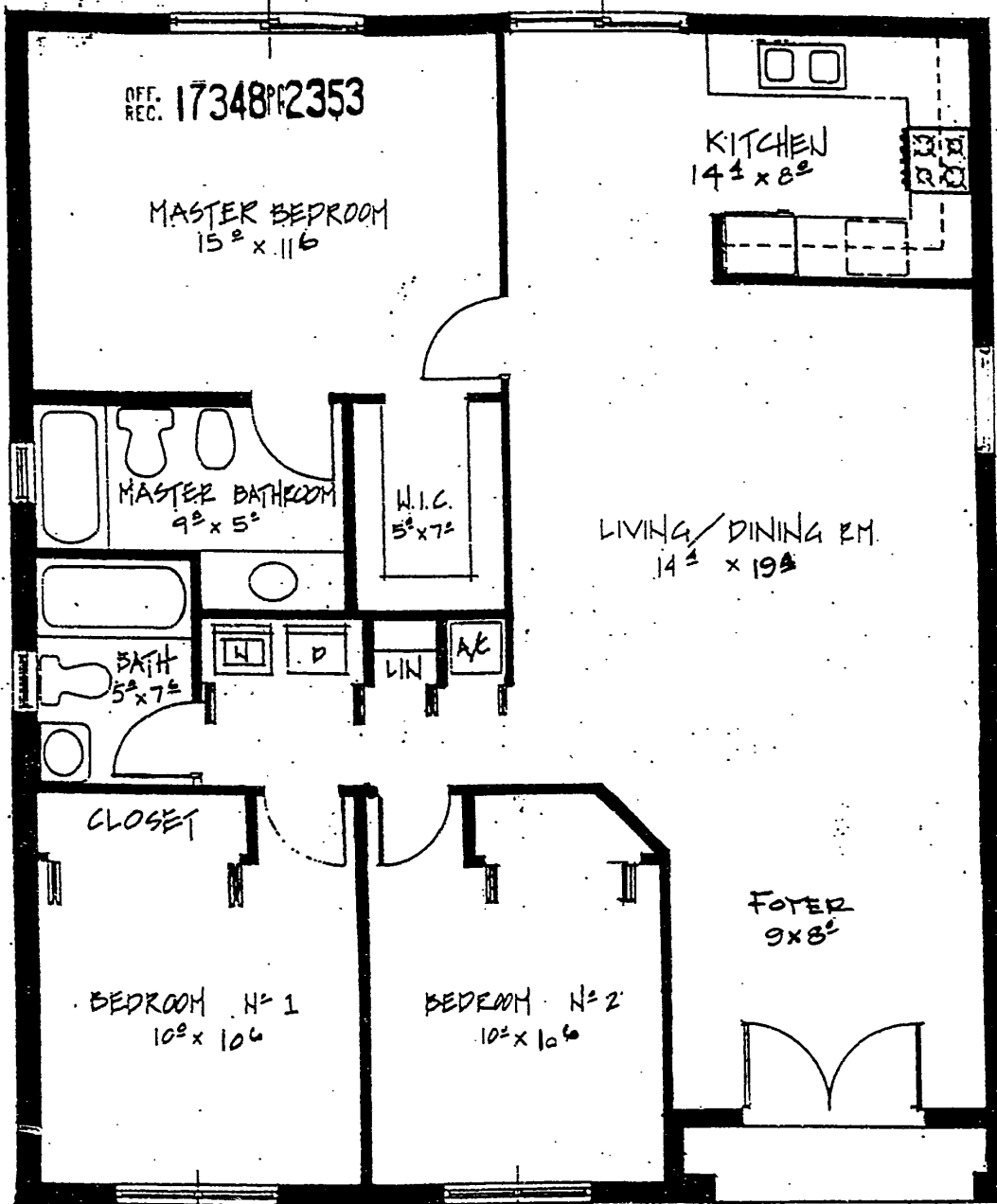
NO.	DATE	REVISION

LES FONTAINES



OFF. 17348
REC. 2351

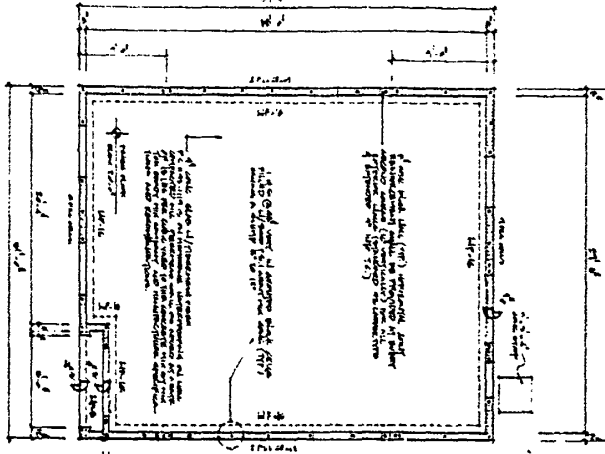
ALEXANDER II



ALEXANDER II

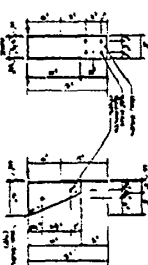
OFF. 17348PC2354
 REC.

FOUNDATION PLAN
 SCALE: 1/4" = 1'-0"



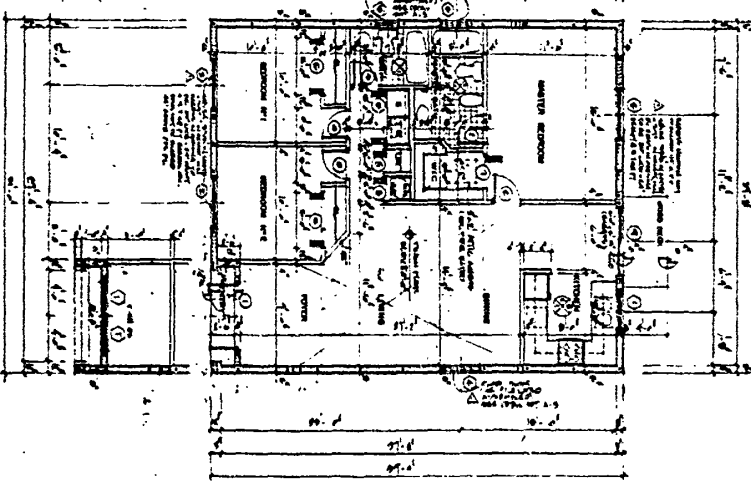
NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE		
2	REINFORCING		
3	FORMWORK		
4	PAINT		

STEEL JOIST DETAIL
 SCALE: 1/4" = 1'-0"



NOTES:
 1. ALL CONCRETE SHALL BE 3000 PSI STRENGTH.
 2. ALL REINFORCING SHALL BE #4 BARS.
 3. ALL WALLS SHALL BE 12" THICK UNLESS OTHERWISE NOTED.
 4. ALL FOUNDATIONS SHALL BE 18" DEEP UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

FLOOR PLAN
 SCALE: 1/4" = 1'-0"



NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE		
2	REINFORCING		
3	FORMWORK		
4	PAINT		

NOTES:
 1. ALL FLOORING SHALL BE 1/2" THICK UNLESS OTHERWISE NOTED.
 2. ALL WALLS SHALL BE 1/2" THICK UNLESS OTHERWISE NOTED.
 3. ALL CEILING SHALL BE 8' UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

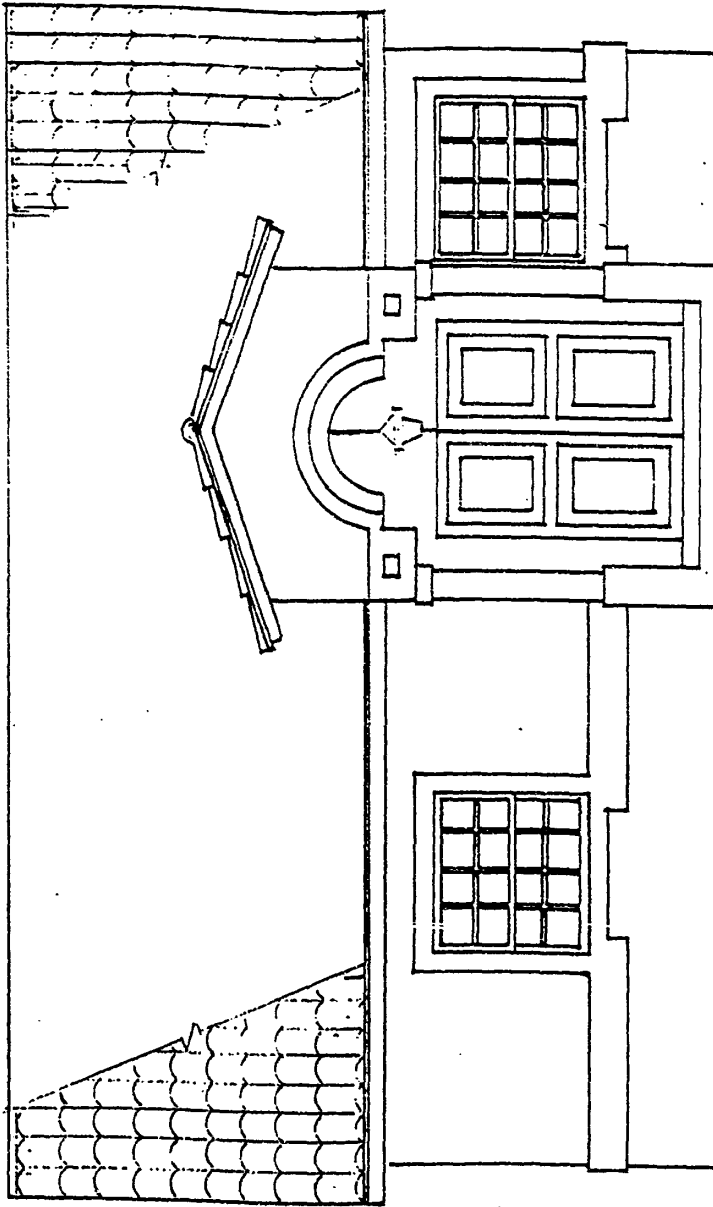
NET REBALADO & ASSOCIATES
 1000 N. W. 11th St.
 MIAMI, FLORIDA 33136
 TEL. 325-1111



LEE FONTAINE ATHLEAN CONSTRUCTION
 1100 N. W. 11th St.
 MIAMI, FLORIDA 33136
 TEL. 325-1111

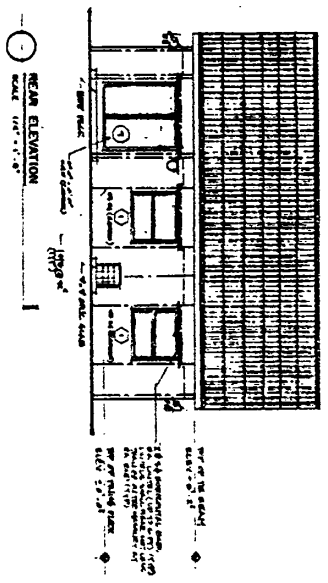
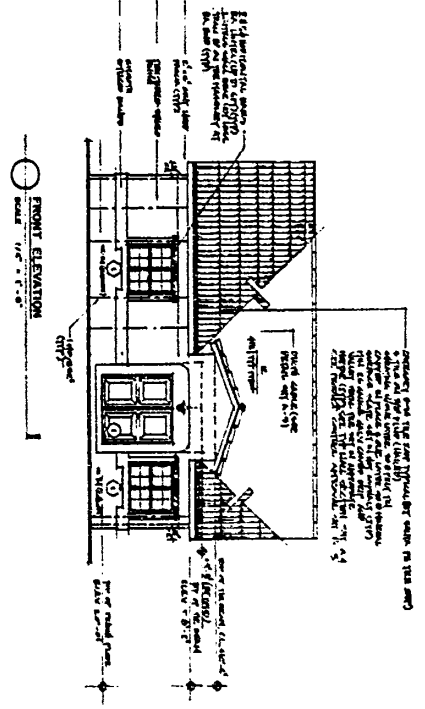
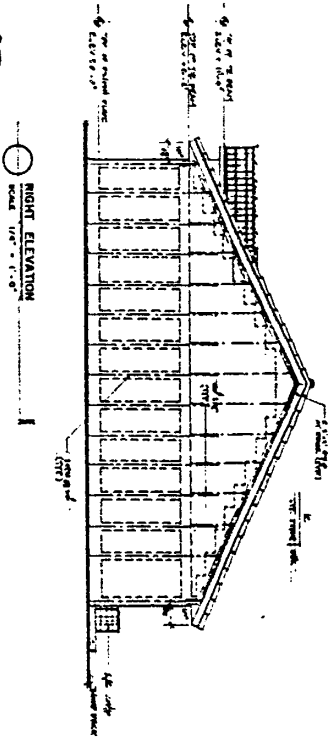
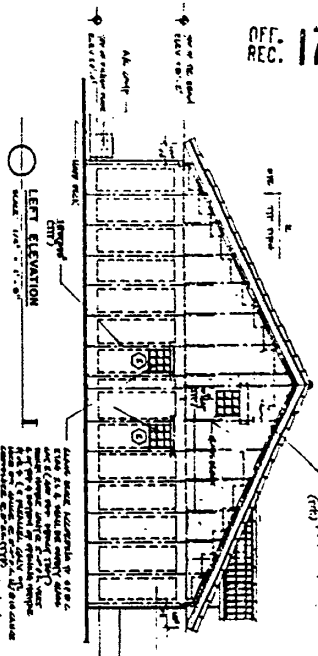
NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE		
2	REINFORCING		
3	FORMWORK		
4	PAINT		

REF. 17348P2355
REC.



MAJESTIC

OFF. REC. 17348PC2356



MODEL MAAE21C III

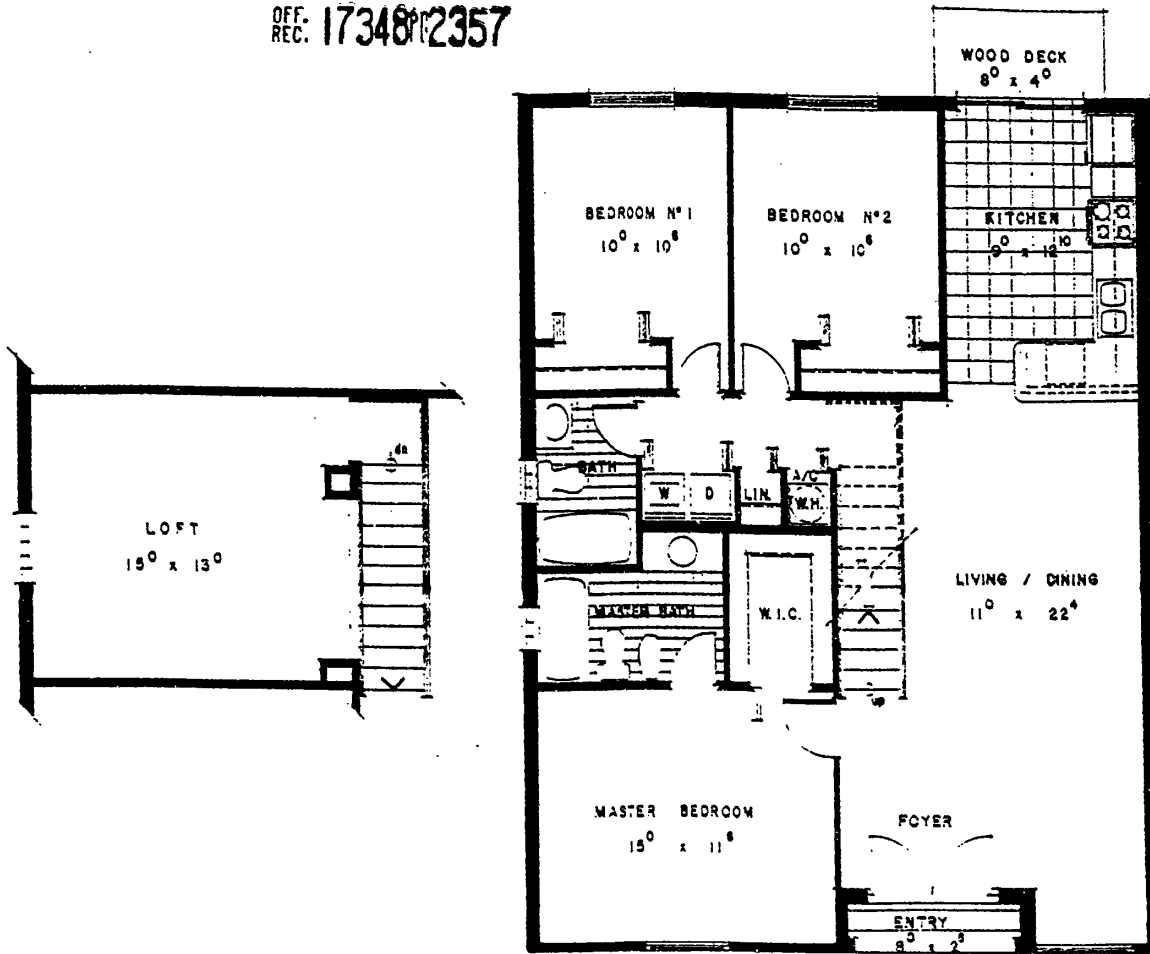
KEY RESALADO & ASSOCIATES
 3400 S.W. 94
 MIAMI GARDEN, FLORIDA 33143
 TEL 305-584-1222



LES FONTAINES AT MALEAH GONS
 PROJECT: 15 EAST BETWEEN 15TH AVENUE & 16TH
 MALEAH GARDENS 1206
 JOB # 57H 8407-03 FOLIO

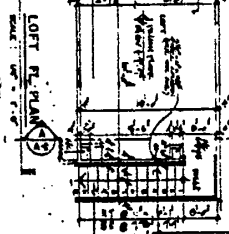
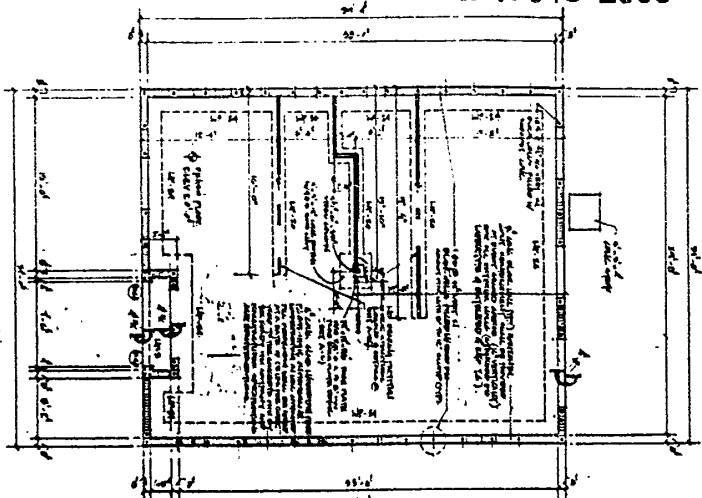
DATE	REVISION	BY

OFF. REC. 17348/2357



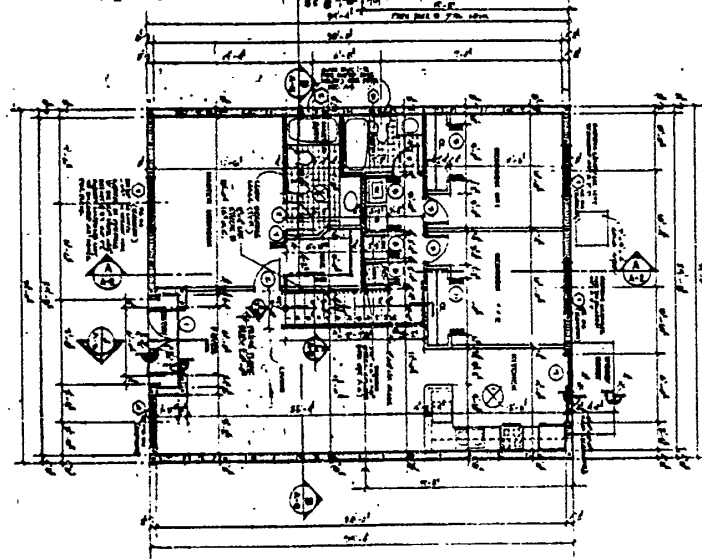
MAJESTIC

FOUNDATION PLAN



NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
 3. ALL FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
 4. ALL CEILING ARE 5/8" GYPSUM BOARD UNLESS OTHERWISE NOTED.
 5. ALL ROOFS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
 6. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE ON 4" GYPSUM BOARD UNLESS OTHERWISE NOTED.
 7. ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
 8. ALL EXTERIOR CEILING ARE 5/8" GYPSUM BOARD UNLESS OTHERWISE NOTED.
 9. ALL EXTERIOR ROOFS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
 10. ALL EXTERIOR WALLS ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
 11. ALL EXTERIOR FLOORS ARE TO BE FINISHED WITH TERRAZZO UNLESS OTHERWISE NOTED.
 12. ALL EXTERIOR CEILING ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
 13. ALL EXTERIOR ROOFS ARE TO BE FINISHED WITH TERRAZZO UNLESS OTHERWISE NOTED.

FLOOR PLAN



REY REBALADO & ASSOCIATES
 2640 S.W. 36th STREET
 MIAMI BEACH, FLORIDA 33133
 TEL. (305) 861-8272



LEE FONTANES ATHALEAN OONS
 ARCHITECTS
 1200 S.W. 22nd STREET APT. 201
 MIAMI BEACH, FLORIDA 33133
 TEL. (305) 861-8272

DATE	REVISION

REC. 17348P12359

EXHIBIT "C"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

LEGAL DESCRIPTION OF FUTURE
PHASES TWO AND THREE

OFF.
REC. 17348P:2360

LEGAL DESCRIPTION: (PHASE 2)

PORTION OF THE EAST 1/2 OF TRACT 16 AND PORTIONS OF TRACT 15 AND 14 OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", OF SECTION 33, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT 16; THENCE RUN S.02°38'04"E. ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 16 FOR A DISTANCE OF 80.06 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE OF S.02°38'04"E. FOR A DISTANCE OF 589.33 FEET TO A POINT; THENCE RUN S.89°36'13"W. FOR A DISTANCE OF 624.60 FEET TO A POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACTS 15 AND 16; THENCE RUN S.02°39'02"E. ALONG SAID LINE THAT LIES 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACTS 15 AND 14, FOR A DISTANCE OF 265.93 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 87°44'45"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 38.29 FEET TO A POINT OF TANGENCY WITH A LINE THAT LIES 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14; THENCE RUN N.89°36'13"E. ALONG SAID PARALLEL LINE FOR A DISTANCE OF 855.45 FEET TO A POINT; THENCE RUN N.00°23'47"W. FOR A DISTANCE OF 108.82 FEET TO A POINT; THENCE RUN N.89°36'13"E. FOR A DISTANCE OF 26.74 FEET TO A POINT; THENCE RUN N.02°37'07"W. FOR A DISTANCE OF 479.35 FEET TO A POINT; THENCE RUN S.89°36'13"W. FOR A DISTANCE OF 22.04 FEET TO A POINT; THENCE RUN N.02°37'07"W. FOR A DISTANCE OF 291.04 FEET TO A POINT OF INTERSECTION WITH A LINE THAT LIES 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 16; THENCE RUN S.89°36'01"W. ALONG SAID PARALLEL LINE FOR A DISTANCE OF 264.13 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL OF LAND LYING AND BEING SITUATED IN THE CITY OF HIALEAH GARDENS, DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION: (PHASE THREE)

OFF. REC: 17348(2361

PORTION OF THE WEST 1/2 OF TRACT 15 AND 14 OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1", OF SECTION 33, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID TRACT 15; THENCE RUN S.02°38'04"E. ALONG THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 15 AND 14 FOR A DISTANCE OF 339.60 FEET TO A POINT; THENCE RUN S.89°36'13"W. FOR A DISTANCE OF 624.60 FEET TO A POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACTS 14 AND 15; THENCE RUN N.02°39'02"W. ALONG SAID PARALLEL LINE THAT LIES 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACTS 15 AND 14, FOR A DISTANCE OF 339.58 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT 15; THENCE RUN N.89°36'05"E. ALONG SAID NORTH LINE OF TRACT 15 FOR A DISTANCE OF 624.70 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL OF LAND LYING AND BEING SITUATED IN THE CITY OF HIALEAH GARDENS DADE COUNTY, FLORIDA.

OFF. 17348
REC. 17348-2362

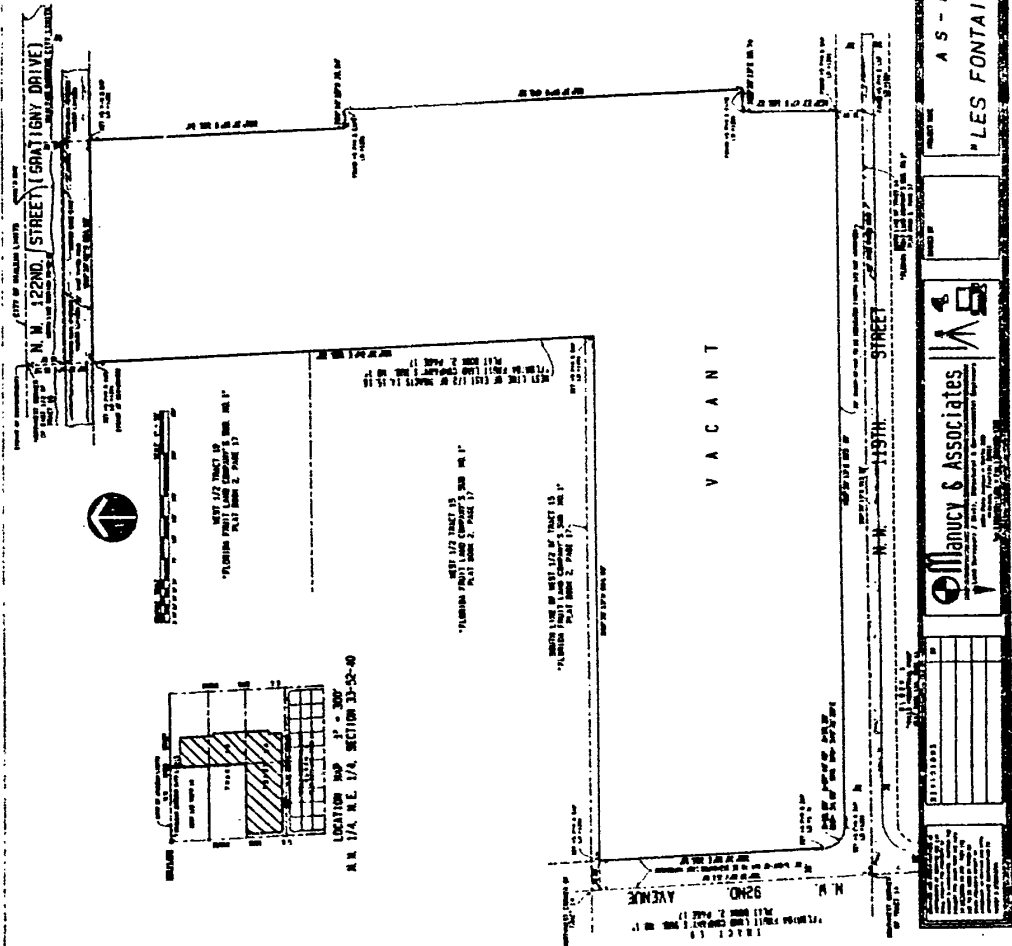
EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

SURVEY, PLOT PLAN AND
GRAPHIC DESCRIPTION OF CONDOMINIUM PROPERTY
PHASES TWO AND THREE

THE CITY OF MIAMI HEREBY CERTIFIES THAT THE ABOVE DESCRIBED PROPERTY IS VACANT AND NOT SUBJECT TO ANY OTHER ENCUMBRANCES OR INTERESTS OF ANY KIND, AND THAT THE SAME IS AVAILABLE FOR THE PURPOSES SET FORTH IN THE ABOVE INSTRUMENT.

IN WITNESS WHEREOF, THE CITY CLERK HAS HEREUNTO SET HER HAND AND SEAL OF OFFICE AT MIAMI, FLORIDA, THIS 15TH DAY OF FEBRUARY, 1960.

CITY CLERK

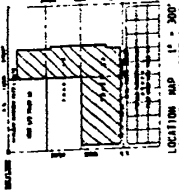


Manacy & Associates
 1101 N.W. 119TH STREET
 MIAMI, FLORIDA 33158

AS-BUILT SURVEY
 LES FONTAINES AT HIALEAH GARDENS

DATE	1/15/60
BY	MANACY & ASSOCIATES
SCALE	AS SHOWN
PROJECT NO.	119TH
DATE OF SURVEY	1/15/60
DATE OF PLOTTING	1/15/60
DATE OF RECORDING	1/15/60
DATE OF SALE	1/15/60
DATE OF DEED	1/15/60
DATE OF RECORD	1/15/60
DATE OF PLAN	1/15/60
DATE OF SURVEY	1/15/60
DATE OF PLOTTING	1/15/60
DATE OF RECORDING	1/15/60
DATE OF SALE	1/15/60
DATE OF DEED	1/15/60
DATE OF RECORD	1/15/60
DATE OF PLAN	1/15/60

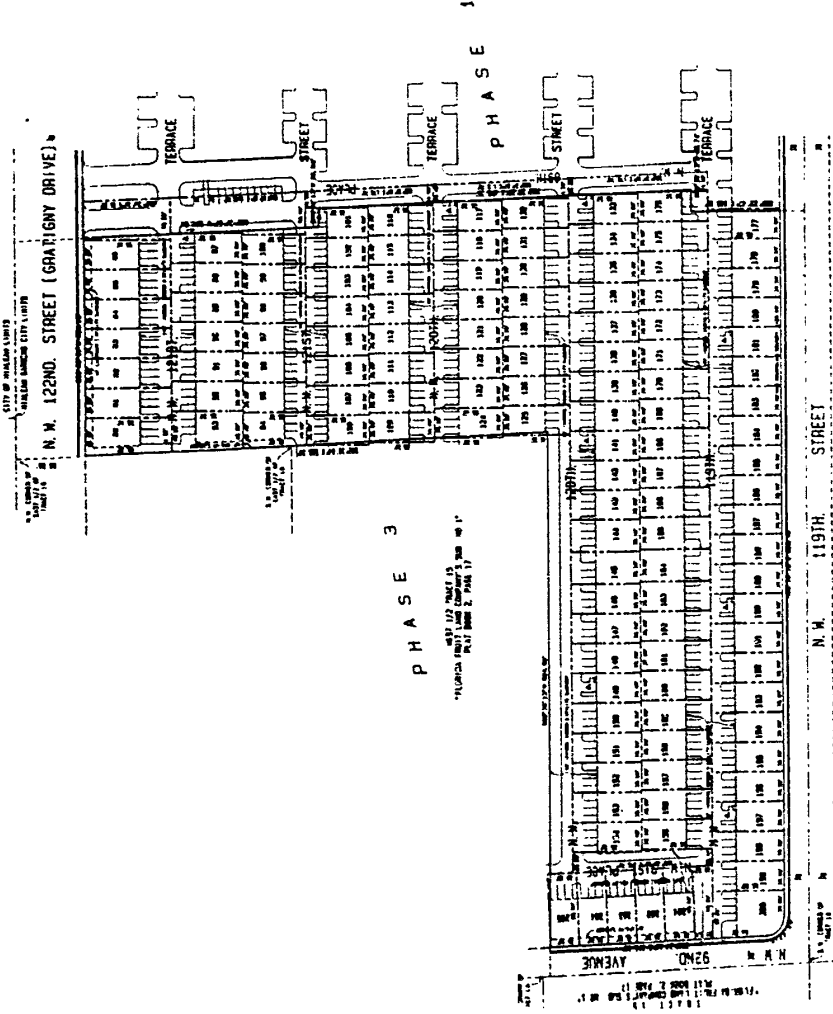
OFF. REC. 17348P(2364)



LOCATION MAP 1" = 200'
 N.W. 1/4 N.E. 1/4 SECTION 33-52-48



1. THIS SUBDIVISION IS PHASE 2 OF THE PROJECT. THE PROJECT IS A DEVELOPMENT OF 1,100 UNITS OF HOUSING TO BE CONSTRUCTED IN PHASES 1, 2 AND 3. THE PROJECT IS SITUATED IN THE CITY OF MIAMI, FLORIDA, IN THE COUNTY OF DADE, FLORIDA. THE PROJECT IS BOUND BY 119TH STREET TO THE NORTH, 120TH STREET TO THE SOUTH, 121ST STREET TO THE WEST, AND 122ND STREET TO THE EAST. THE PROJECT IS A DEVELOPMENT OF 1,100 UNITS OF HOUSING TO BE CONSTRUCTED IN PHASES 1, 2 AND 3. THE PROJECT IS SITUATED IN THE CITY OF MIAMI, FLORIDA, IN THE COUNTY OF DADE, FLORIDA. THE PROJECT IS BOUND BY 119TH STREET TO THE NORTH, 120TH STREET TO THE SOUTH, 121ST STREET TO THE WEST, AND 122ND STREET TO THE EAST.



SITE PLAN - PHASE 2
"LES FONTAINES AT HIALEAH GARDENS"

MAGNUCY & ASSOCIATES
 ARCHITECTS, ENGINEERS & PLANNERS

119TH STREET

N.W.

121ST STREET

120TH STREET

122ND STREET

123RD STREET

124TH STREET

125TH STREET

126TH STREET

127TH STREET

128TH STREET

129TH STREET

130TH STREET

131ST STREET

132ND STREET

133RD STREET

134TH STREET

135TH STREET

136TH STREET

137TH STREET

138TH STREET

139TH STREET

140TH STREET

141ST STREET

142ND STREET

143RD STREET

144TH STREET

145TH STREET

146TH STREET

147TH STREET

148TH STREET

149TH STREET

150TH STREET

151ST STREET

152ND STREET

153RD STREET

154TH STREET

155TH STREET

156TH STREET

157TH STREET

158TH STREET

159TH STREET

160TH STREET

161ST STREET

162ND STREET

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164TH STREET

165TH STREET

166TH STREET

167TH STREET

168TH STREET

169TH STREET

170TH STREET

171ST STREET

172ND STREET

173RD STREET

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181ST STREET

182ND STREET

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191ST STREET

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201ST STREET

202ND STREET

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206TH STREET

207TH STREET

208TH STREET

209TH STREET

210TH STREET

211ST STREET

212ND STREET

213RD STREET

214TH STREET

215TH STREET

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271ST STREET

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278TH STREET

279TH STREET

280TH STREET

281ST STREET

282ND STREET

283RD STREET

284TH STREET

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286TH STREET

287TH STREET

288TH STREET

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290TH STREET

291ST STREET

292ND STREET

293RD STREET

294TH STREET

295TH STREET

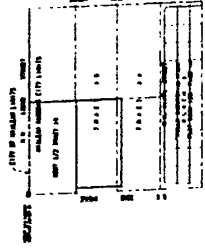
296TH STREET

297TH STREET

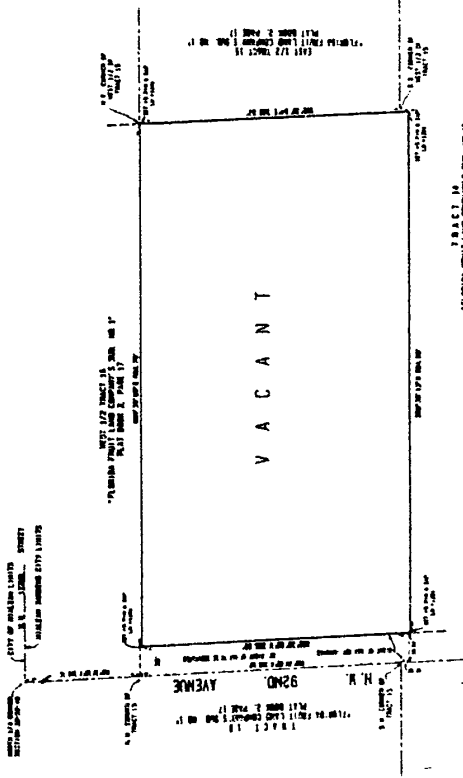
298TH STREET

299TH STREET

300TH STREET



LOCATION MAP
N.W. 1/4, N.E. 1/4, SECTION 33-52-40



ALL RIGHTS RESERVED
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Signature

		SPECIFIC PURPOSE SURVEY OF "LES FONTAINES AT HIALEAH GARDENS"	
PREPARED BY JAMICY & ASSOCIATES, INC. 1100 N.W. 11th Street Miami, Florida 33136 Phone: (305) 371-1100	DATE 11/11/70	SHEET NO. 1	TOTAL SHEETS 1

OFF. REC. 17348P2367

EXHIBIT "E
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

ARTICLES OF INCORPORATION
LES FONTAINES CONDOMINIUM ASSOCIATION, INC.

OFF. REC. 17348P12368

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LES FONTAINES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on November 28, 1995, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H95000013304. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N95000005594.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-eighth day of November, 1995

Authentication Code: 795A00051940-112895-N95000005594-1/1



CR2EO22 (1-95)

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION

OF

LES FONTAINES CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of the State of Florida.

ARTICLE I
NAME

The name of this corporation shall be LES FONTAINES CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association".

ARTICLE II
PURPOSES AND POWERS

The Association shall have the following powers:

A. To manage, operate and administer LES FONTAINES, a Condominium (referred to herein as the "Condominium"), and to undertake the performance of, and to carry out the acts and duties incident to, the administration of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's By-Laws and the Declaration of Condominium recorded among the Public Records of Dade County, Florida.

B. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deed of trust, pledge or other lien.

C. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium.

D. To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Association.

E. To contract for the management of the Condominium.

F. To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

G. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the By-Laws and the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 718, Florida Statutes, the Condominium Act, and

shall have all of the powers reasonably necessary to implement the purposes of the Association.

ARTICLE III
MEMBERS

A. Each unit owner in the Condominium and the Subscribers to these Articles shall automatically be members of the Association. Membership of the Subscribers shall terminate upon control of the Association being turned over to the unit owners in the Condominium.

B. Membership, as to all members other than the Subscribers, shall commence upon the acquisition of fee simple title to a unit as evidenced by the recording of a deed of conveyance amongst the Public Records of Dade County, Florida or, as provided in the Declaration of Condominium, upon transfer of title upon the death of a member and membership shall terminate upon the divestment of title to said unit.

C. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws.

D. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

ARTICLE IV
EXISTENCE

The Association shall have perpetual existence.

ARTICLE V
SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
MAYNARD J. HELLMAN	1100 PONCE DE LEON BLVD. CORAL GABLES, FLORIDA 33134

ARTICLE VI
DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors composed of three (3) persons, in accordance with Article III of the Association's By-Laws.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws. Should a vacancy occur on the Board, the remaining Directors shall select a member to fill the vacancy until the next annual meeting of the membership.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws:

NAME	ADDRESS
MAYNARD J. HELLMAN	1100 PONCE DE LEON BLVD. CORAL GABLES, FLORIDA 33134
ODALYS LICEA	1100 PONCE DE LEON BLVD. CORAL GABLES, FLORIDA 33134
LUCY SUERO	8433 WEST OKEECHOBEE ROAD HIALEAH GARDENS, FL 33016

ARTICLE VII
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

NAME	ADDRESS
MAYNARD J. HELLMAN President/ Secretary	1100 PONCE DE LEON BLVD. CORAL GABLES, FLORIDA 33134
LUCY SUERO Treasurer	8433 WEST OKEECHOBEE ROAD HIALEAH GARDENS, FLORIDA 33016

Article VIII
By-Laws

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the Condominium of mortgagees of units without their prior written consent.

ARTICLE IX
AMENDMENTS TO ARTICLES

Amendments to these Articles shall be proposed and adopted in the following manner:

A. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the members of the Association having a majority of the votes in the Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of the members having 75% of the votes of the Association.

C. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes.

ARTICLE X
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon the Director or Officer in connection with any proceeding or any settlement thereof to which the Director or Officer may be a party, or in which the Director or Officer may become involved by reason of the Director or Officer being or having been a Director or Officer of the Association, whether or not a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's or Officer's duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or Officer may be entitled.

ARTICLE XI
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at 1100 Ponce de Leon Blvd., Coral Gables, Florida 33134, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered

office is at the above address and the initial registered agent therein is Maynard J. Hellman.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of November, 1995.

Signed, sealed and delivered in the presence of:

Adalberto Lina
Evelyn Rodriguez

MAYNARD J. HELLMAN

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 27th day of November, 1995 by MAYNARD J. HELLMAN. He is personally known to me and he produced his Florida Drivers' License as identification and he did take an oath.



E. Rodriguez
Notary Public,
State of Florida at Large
My Commission Expires:

I hereby accept the designation of Registered Agent as set forth in these Articles of Incorporation and agree to comply with Chapter 48.091, Florida Statutes relative to keeping open said office.

MAYNARD J. HELLMAN

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OFF. 17348
REC. 12374

EXHIBIT "F"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

BY-LAWS OF LES FONTAINES CONDOMINIUM ASSOCIATION, INC.

BY-LAWS OF LES FONTAINES CONDOMINIUM ASSOCIATION, INC.
BY-LAWS
OF
LES FONTAINES CONDOMINIUM ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I
IDENTITY

These are the By-Laws of LES FONTAINES CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II
PURPOSES

This Association has been organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida (the "Act"), and in turn for the purpose of operating, governing, administering and managing the property and affairs of LES FONTAINES Condominium (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a condominium association under the Act.

ARTICLE III
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) persons. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen (15%) percent of the units in the Condominium are sold, at which time one (1) of them shall be replaced by a Director elected by the unit owners other than the Developer. Unit owners other than the Developer shall be entitled to elect two (2) Directors either three (3) months after ninety (90%) percent of the units that will be ultimately operated by the Association have been conveyed to Purchasers; three (3) years after fifty (50%) percent of the units that will be ultimately operated by the Association have been conveyed to Purchasers or when all of the units have been completed, some of them have been conveyed to purchasers and none of the units are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or seven (7) years after the recordation of the declaration of condominium, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) Director as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the Condominium.

Until such time as the unit owners other than the Developer shall be entitled to elect all of the Directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

B. Directors shall be elected by the members at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) continuous days before each annual meeting of

members, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association and posted on the condominium property for fourteen (14) continuous days prior to the annual meeting of members, for the examination of every member of the Association and shall be produced and kept at the time and place of the annual meeting of members, subject to the inspection rights of any member who may be present. At the first annual meeting of the members, Directors shall be elected for a term of one (1) year.

2. Officers.

The Officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other Officers as the Board of Directors may appoint. The President must be a member of the Board of Directors. The Officers named in the Articles of Incorporation shall serve, unless removed and replaced by the Developer, until the first meeting of the Board of Directors held subsequent to the first annual meeting of members, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first meeting of the Board of Directors held subsequent to the first annual meeting of members, shall hold office until the next and ensuing annual meeting of the Board of Directors and until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the Director or Officer of membership in the Association.

B. Subject to the right of the Developer, to replace Directors selected by the Developer, when a vacancy or vacancies occur on the Board of Directors, except where the vacancies occur as a result of a recall where more than a majority of the Board of Directors have been recalled, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members. If vacancies occur on the Board as a result of a recall and more than a majority of the Board of Directors are removed, the vacancies shall be filled in accordance with Florida Statute 718.112(2)(k)(4) and Rule 61B-23.0021, Florida Administration Code.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any Director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(k) of the Act, except that Directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but shall not be limited to, the following:

1. All of the powers specifically provided for in the Declaration of Condominium and the Act.
2. The power to levy and collect assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the common expenses of the Condominium.
3. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.
4. The power to expend monies collected for the purpose of paying the common expenses of the Association.
5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.
6. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.
7. The power to employ the personnel required for the operation of the common elements and the Association.
8. The power to pay utility bills for utilities serving the common elements.
9. The power to contract for the management of the Condominium.
10. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.
11. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.
12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.
13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

14. The power to pay all taxes and assessments which are liens against the common elements, and to assess the same against the members and their units.

15. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

17. The power to enter into, ratify, modify and amend each and every one of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these By-Laws are attached.

18. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of the Association handled and managed by the managing agent.

ARTICLE V
DUTIES OF OFFICERS

1. The President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and render an annual report at the annual meeting of members.

2. The Vice President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform all other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and of the members, which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and by the Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. The minutes of all meetings of the Board of Directors and of the members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting of members and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI
MEMBERSHIP

1. Except as provided in the Articles of Incorporation, membership in the Association is limited to owners of condominium units in the Condominium. Membership is automatically conferred upon acquisition of a condominium unit, as evidenced by the filing of a deed of conveyance amongst the Public Records of Dade County, Florida, or as provided in the Declaration of Condominium, for transfer of membership upon the death of a member.

2. If a condominium unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or the proper corporate officer) of said unit, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.

3. Membership in the Association may be transferred only as an incident to the transfer of title to the condominium unit.

4. Membership shall terminate upon the transfer of title to a condominium unit.

ARTICLE VII
MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members.

A. Annual meetings: The annual meeting of the Association shall be held at the office of the Association on the second Thursday in December of each calendar year. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

B. Special meetings: It shall be the duty of the President to call a special meeting of the members of the Association as directed by resolution of the Board of Directors or upon a petition signed by fifty-one (51%) percent of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of four-fifths (4/5) of the members present, either in person or by proxy. In addition, a special meeting of the members of the Association, to recall or remove a member of the Board of Directors, shall be called upon written application of ten (10%) percent of the voting interest to the board. Furthermore, if an adopted budget requires assessments against the Unit owners in any fiscal or calendar year which exceeds one hundred and fifteen percent (115%) of the assessments for the preceding year, the board, upon written application of ten percent (10%) of the voting interests to the board, shall call a special meeting of the Unit owners within thirty (30) days, upon not less than ten (10) days written notice to each Unit owner.

C. Notice of Meetings: It shall be the duty of the Secretary to provide written notice of the annual meeting of members or of special meetings of members, stating the purpose thereof, and incorporating an identification of agenda items, as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at

least fourteen (14) days, but not more than sixty (60) days prior to such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, the Secretary shall retain the post office certificate of mailing as proof of such mailing. The mailing of the notice in the manner provided in this subparagraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium property, at least forty-eight (48) continuous hours in advance of each meeting, except in cases of emergency. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments. Upon notice to the unit owner, the Board shall, by duly adopted rule, designate a specific location on the condominium property upon which all notices of unit owners meetings shall be posted.

D. Budgetary meetings: The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the members not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members. If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice to each member. At the special meeting, members may consider and enact a budget by a majority vote of all members. In determining whether assessments exceed 115% of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacements of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation.

E. Quorum: No less than one third of the members, either present or by proxy, shall constitute a quorum for the transaction of business at all meetings.

F. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, after giving proper notice pursuant to Florida Statute 718.112 (2) (d).

G. Voting: At every meeting of the members, each member present, either in person or in certain cases, by legally authorized proxy, shall have the right to cast one vote on each question. The vote of the majority of those present, in person or, when permitted, by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a difference vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Voting for Board of Administration: Directors, other than the initial Board of Directors, shall be elected as set forth herein. Directors shall be members of the Association, except that this requirement shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation. Members of the Board of Administration shall be

electd by written secret ballot. Proxies shall in no event be used in electing Board members, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or delivery including regular published newsletter, to each unit owner entitled to vote, a First Notice of the date of election. Any unit owner may nominate himself or may nominate another unit owner if he has permission to nominate the other person. Any unit owner desiring to be a candidate for the Board of Administration must give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall mail or deliver or send written notice of the election and agenda to all unit owners entitled to vote therein, together with a ballot which shall list all candidates, upon request of a candidate. The Association shall include an information sheet, no larger than 8-1/2" by 11", which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the cost of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidate. Elections shall be decided by a plurality of these ballots cast. There shall be no quorum requirements, however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of Members of the Board of Administration.

No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in Florida Statute 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with Florida Statute 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

I. Proxies: Except as specifically provided herein, unit owners may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form adopted by the Division of Condominium. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Florida Statute 718.112 (2) (f) (2); for votes taken to waive financial statement requirement as provided by Florida Statute 718.111(14); for votes taken to amend the declaration pursuant to Florida Statute 718.110; for votes taken to amend the articles of incorporation, or by-laws and for any other matter for which the Florida Condominium law or other document requires or permits a vote of unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

J. Waiver and consent: Nothing herein shall be construed to prevent a member from waiving notice of a meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted.

2. Meetings of Directors:

A. Organizational meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Annual meetings: There shall be an annual meeting of the Board of Directors immediately prior to the annual meeting of the members, at the offices of the Association.

C. Notice of Meetings: Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the secretary and filed among the official records of the association. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that the assessments will be considered and the nature of any such assessments.

D. Special Meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two-thirds (2/3) of the Board of Directors.

E. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof.

F. 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 a meeting 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, the meeting cannot take place. A director of the association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at board meetings. A vote or abstention for each member present shall be recorded in the minutes. Directors may not vote by proxy or by secret ballot at board meetings.

ARTICLE VIII
PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at members' meetings will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting; or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Elections;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

ARTICLE IX
ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium and the Association. the common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Act.

2. The Board shall adopt a budget for the Association and the Condominium during the month preceding the fiscal year wherein the budget will take effect, which budget shall include a schedule of assessments to be paid by the members. Each member shall be responsible for the payment of the assessments imposed against his unit in an amount equal to the percentage of responsibility for payment of common expenses provided in the Declaration of Condominium.

3. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month.

4. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

5. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each member. Until further notice, assessments shall be made payable to the Association and shall be payable at the office of the Association.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium and the Association, in which event the Board of Directors may increase or diminish the amount of an assessment

and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of his proportionate share for any deficiency. Notice of all changes in assessments shall be given to all members.

6. Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of fifteen (15%) percent per annum. Additionally, the failure to pay an assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge against the defaulting member.

8. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent member in a manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each member shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

ARTICLE X
FISCAL MATTERS

1. Fiscal Year: the fiscal year of the Association shall begin in January of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade or Broward Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized Officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium units.

3. Fidelity Bonds: The association shall obtain and maintain adequate Fidelity bonding of all persons who control or disburse funds of the association in the principal sum of not less than the amounts required by Florida Statute 718.112 2(J) for each such person. The association shall bear the cost of bonding. However, in the case of a person providing management services to the association and required to be licensed pursuant to Florida Statute 468.432, the cost of bonding may be reimbursed by the association; all such persons providing management services to an association shall provide the association with a certificate of insurance evidencing compliance with this paragraph.

4. Records: The Association shall maintain accounting records according to good accounting practice, which records shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditures for each member which shall designate the name and address of the member the amount of each assessment, the amounts paid upon the account and the balance due, in a register of names for the benefit of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders of the Association will give notice of default, if requested.

5. Annual Reports: Within sixty (60) days following the end of the Fiscal Year, the Association shall 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, which financial report shall comply with the requirements of Florida Statute 718.111(13).

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

7. Association Funds: All funds shall be maintained in the Associations's name.

ARTICLE XI
ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements and common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE XII
VIOLATIONS AND DEFAULTS

In the event of a violation, other than nonpayment of an assessment by a member, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation or any provision of the Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Act and in every such proceeding, the member at fault shall be liable for court costs and the Association's reasonable attorneys' fees. If the Association elects to enforce its lien by foreclosure, the Association shall be entitled to the appointment of a receiver. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

ARTICLE XIII
MANDATORY NON-BINDING ARBITRATION

Any disputes arising from the operation of the Condominium between or among Unit Owners, and the Association, or the agents or assigns of Unit Owners or the Association shall be submitted to mandatory non-binding arbitration conducted in accordance with Florida Statute 717.113.

ARTICLE XIV
LEVY OF FINES AGAINST UNITS BY ASSOCIATION

The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable written notice and opportunity for a hearing to the unit owner, and if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

ARTICLE XV
HURRICANE SHUTTER SPECIFICATIONS

The Board of Directors shall adopt hurricane shutter specifications which shall include color, style and other factors deemed relevant by the board. All specifications adopted by the board shall comply with the applicable building code. Notwithstanding any provision to the contrary in these condominium documents, if approval is required by the documents the board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements within the meaning of Florida Statutes Section 718.113.

ARTICLE XVI
AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by a seventy-five (75%) percent vote of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed amendment is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full in the appropriate cases. Notice of the meeting may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the Developer. No amendment which affects the rights of mortgagees may be adopted or become effective without the prior written consent of the Institutional Mortgagee having the highest dollar value of mortgages encumbering units in the Condominium. No By-Law shall be revised or amended by reference to its title or

number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law Article ____ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Dade County, Florida.

ARTICLE XVII
VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not effect the validity of any other By-Law.

The foregoing was adopted as the By-Laws of LES FONTAINES A CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by the unanimous vote of the members on the ____ day of _____ 19____.

President

Secretary

a:\bylaws

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REC.

EXHIBIT "G"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

RULES AND REGULATIONS

LES FONTAINES,
A CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported, in writing, to the Board of Directors of the Association.

B. Violations will be called to the attention of the violating owner by the Board of Directors.

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The facilities of the condominium are for the exclusive use of unit owners, their lessees and guests accompanied by a unit owner. Any damage to the building or any common elements or equipment caused by any unit owner or his guest shall be repaired at the expense of the responsible unit owner.

3. NOISE: Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises between these hours should be avoided.

4. OBSTRUCTIONS: All sidewalks must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the building, except such as shall have been approved in writing by the Association. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the building or the roof thereon.

5. DESTRUCTION OF PROPERTY: Neither unit owners, their family members, lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the common elements. Unit owners shall be financially responsible for any such damage.

6. EXTERIOR DWELLING UNIT APPEARANCE: The exterior of the dwelling unit and all areas appurtenant to the dwelling unit shall not be modified by any unit owner in any manner without the prior consent of the Association, which consent

may be withheld on purely aesthetic grounds within the sole discretion of the Association.

7. SIGNS: There shall be no "For Sale" or "For Rent/Lease" signs exhibited or displayed which exceed 12" X 12" in dimension.

8. CLEANLINESS: All garbage and refuse from the dwelling unit shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct.

9. ACCESS TO UNITS: The Association has irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.

10. SOLICITATION: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

11. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish the Association with the name of such firm or individual. The designated firm or individual shall contact the Association for permission to install or to remove hurricane shutters.

12. ENFORCEMENT: Every unit owner and lessee shall comply with these Rules and Regulations, and any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of a unit owner or lessee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of a unit owner, or lessee, or their family members, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation set forth herein or in the Declaration, or in the Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

A. Notice: The Association shall notify the unit owner or lessee of the infraction or infractions of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated. Included in the notice shall be the date and time of the next Board of Directors' meeting at which time the unit owner or lessee shall present reasons why penalties should not be imposed, the hearing shall not be held prior to fourteen (14) days from notice of said hearing being given. At such meeting, the unit owner or lessee shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

B. Hearing: The non-compliance shall be presented to a Committee of unit owners selected by the Board of Directors after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee of unit owners shall be submitted to the unit owner or lessee not later than twenty-one (21) days after the Committee's meeting. If the Committee finds that there has been no violations, no fine shall be imposed.

C. Penalties: The Committee may impose a Fine against the applicable unit owner of up to \$100.00 for each violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided no such fine shall in the aggregate exceed \$1,000.00.

D. Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition of the penalties.

E. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

F. Non-exclusive Remedy: These fines shall not be construed to be exclusive remedies and shall exist in addition to other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending unit owner or lessee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such unit owner.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules and Regulations are to be reported to the Board of Directors who will call the matter to the attention of the violating unit owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Committee selected by the Board of Directors, or the Boards of Directors as is applicable.

LES FONTAINES CONDOMINIUM
ASSOCIATION, INC.

By: _____

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REC.

EXHIBIT "H"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

FRACTIONAL PORTION OF UNDIVIDED SHARES IN THE
COMMON ELEMENTS APPURTENANT TO EACH UNIT

AND

FRACTIONAL PORTION AND MANNER OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

Each Unit Owner of a unit in the condominium will be apportioned an equal share in the common expenses and ownership of the common elements according to the following formula:

The percentage of ownership of each Unit will be a fraction, the numerator of which is "one" and the denominator of which will be the total number of units which have been submitted to the condominium form of ownership by the Declaration and amendments thereto, which number shall not exceed 269.

	<u>NUMBER OF UNITS</u>	<u>TOTAL IN CONDOMINIUM</u>	<u>EACH UNIT'S FRACTIONAL PORTION</u>
PHASE 1	79	79	1/79
PHASE 2	126	205	1/205
PHASE 3	64	269	1/269

OFF. 17348P12395
REC.

EXHIBIT "I"
TO
DECLARATION OF CONDOMINIUM
LES FONTAINES, A CONDOMINIUM

CONSENT OF MORTGAGEE

This Instrument Was Prepared By:
MAYNARD J. HELLMAN, Esquire
1100 Ponce De Leon Blvd.
Coral Gables, Florida 33134
(305) 448-8282

OFF. REC. 17348PF2396

CONSENT OF MORTGAGEE

THIS CONSENT is given this 9 day of September, 1996, by GULF BANK ("Mortgagee"), being the owner of that certain Mortgage and Security Agreement from ALEXANDRA ESTATES, INC., A Florida Corporation ("Mortgagor").

WHEREAS, the Mortgage encumbers the land described as:

See Exhibit "A" attached

WHEREAS, the Mortgagor has requested Mortgagee to consent to the recording of the foregoing Declaration of Condominium of LES FONTAINES, A CONDOMINIUM (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recording of the Declaration.

Mortgagee makes no warranty of any representation of any kind or nature concerning the Declaration, and of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any other participation in the development of LES FONTAINES A CONDOMINIUM, and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of LES FONTAINES, A CONDOMINIUM. None of the representations contained in the prospectus (if any) or any other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

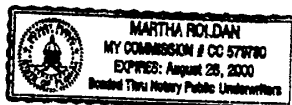
[Signature]

[Signature]

[Signature] V.P.
CECILIA BOURJAILY, VICE PRESIDENT

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

THE FOREGOING Consent of Mortgagee was acknowledged before me this 9th day of September, 1996, by CECILIA BOURJAILY, VICE PRESIDENT OF GULF BANK, who is (personally known to me) or, (who has produced identification), and who (did/did not) take an oath.



[Signature]
NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

MARTHA ROLDAN
Printed Name:

OFF. REC. 17348 2397

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 14 OF FLORIDA FRUITLAND COMPANY'S
SUBDIVISION NO. 1, OF SECTION 33, TOWNSHIP 52
SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 17, OF
THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

CONSENT OF MORTGAGEE

THIS CONSENT is given this 9th day of September, 1996, by BUDD LAURENCE ("Mortgagee"), being the owner of that certain Mortgage and Security Agreement from ALEXANDRA ESTATES, INC., A Florida Corporation ("Mortgagor").

WHEREAS, the Mortgage encumbers the land described as:

See Exhibit "A" attached

WHEREAS, the Mortgagor has requested Mortgagee to consent to the recording of the foregoing Declaration of Condominium of LES FONTAINES, A CONDOMINIUM (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recording of the Declaration.

Mortgagee makes no warranty of any representation of any kind or nature concerning the Declaration, and of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any other participation in the development of LES FONTAINES A CONDOMINIUM, and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of LES FONTAINES, A CONDOMINIUM. None of the representations contained in the prospectus (if any) or any other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Maria Teresa Bernadez
Maria Teresa Bernadez

Budd Laurence

BUDD LAURENCE

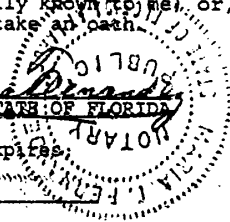
STATE OF FLORIDA)
) SS
COUNTY OF DADE)

THE FOREGOING Consent of Mortgagee was acknowledged before me, this 9th day of September, 1996, by BUDD LAURENCE, who is (personally known to me) or, (who has produced identification), and who (did/did not) take an oath.

Maria Teresa Bernadez
NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires _____

Printed Name: _____



OFF.
REC. 1734812399

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 14 OF FLORIDA FRUITLAND COMPANY'S
SUBDIVISION NO. 1, OF SECTION 33, TOWNSHIP 52
SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 17, OF
THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

CONSENT OF MORTGAGEE

THIS CONSENT is given this 11th day of September, 1996, by BUDD LAURENCE ("Mortgagee"), being the owner of that certain Mortgage and Security Agreement from BILTMORE VILLAS CONSTRUCTION, INC., A Florida Corporation ("Mortgagor").

WHEREAS, the Mortgage encumbers the land described as:

See Exhibit "A" attached.

WHEREAS, the Mortgagor has requested Mortgagee to consent to the recording of the foregoing Declaration of Condominium of LES FONTAINES, A CONDOMINIUM (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recording of the Declaration.

Mortgagee makes no warranty of any representation of any kind or nature concerning the Declaration, and of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any other participation in the development of LES FONTAINES A CONDOMINIUM, and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of LES FONTAINES, A CONDOMINIUM. None of the representations contained in the prospectus (if any) or any other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

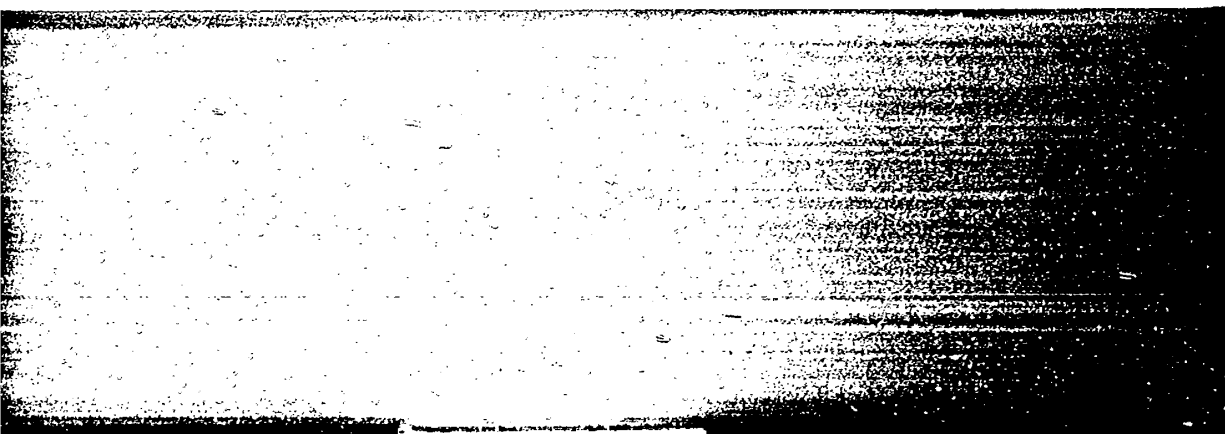
Made as of the day and year first above written.

[Handwritten Signature]
STATE OF FLORIDA)
COUNTY OF DADE) ss

[Handwritten Signature]
BUDD LAURENCE

THE FOREGOING Consent of Mortgagee was acknowledged before me this 11th day of September, 1996, by BUDD LAURENCE, who is (personally known to me) (who has produced identification), and who (~~did~~/did not) take an oath.

[Handwritten Signature]
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires 01/18/97
Printed Name: _____



OFF. REC. 17348PC2401

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 15 AND THE EAST 1/2 OF TRACT 16 OF FLORIDA
FRUITLAND COMPANY'S SUBDIVISION NO. 1, OF SECTION
33, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE
17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

OFF. 17348PC2402
REC.

EXHIBIT "J"
TO
PROSPECTUS
LES FONTAINES, A CONDOMINIUM

FREQUENTLY ASKED QUESTIONS AND ANSWERS

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

LES FONTAINES CONDOMINIUM ASSOCIATION, INC.

As of December 6, 1995

Name of Condominium Association

(date)

Q: What are my voting rights in the condominium association?

A: Each Condominium Unit is entitled to one vote at all meetings of the Association. Proxies may not be used to vote in elections for members of the Board of Directors.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: You may not use your Unit for business purposes.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: All leases must be for a minimum of six (6) months in duration.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Your assessments are paid each month on the first day of each month. All units regardless of model pay the sum of \$44.00 per month.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

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

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No, the Association is not involved in any litigation.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 286 PAGE 5

DBPR 33-032

HARVEY RUVIN, CLERK,
CIRCUIT & COUNTY COURTS
BY *Manuel Beltran* D. C.