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DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM

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Prepared by: LAW OFFICES OF SIDNEY Z. BRODIE

Sidney Z. Brodie, Esquire
7270 Northwest 12 Street
Penthouse-I
Miami, Florida 33126
(305) 477-1155

RECORD AND RETURN TO:
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DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM

AMERI-HOUSING, CORP., a Florida corporation, hereinafter referred to as "Developer", does hereby declare as follows:

1. **Submission of the Property:** The developer hereby submits the real property described in Exhibit "B" and all improvements erected or to be erected thereon, owned by developer in fee simple, to the condominium form of ownership in the manner provided in Chapter 718 of the Florida Statutes, which land and improvements shall be known as EL PRADO XIII, a Condominium.

2. **Definitions:** The following terms, when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

2.1 **"Act"** means the Condominium Act (Chapter 718 of the Florida Statutes) as hereafter amended.

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

2.3 **"Association"** means EL PRADO XIII CONDOMINIUM ASSOCIATION, INC, a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.4 **"By-Laws"** mean the By-Laws of the Association.

2.5 **"Common Elements"** mean and include:

(a) The portions of the condominium property which are not included within the units.

(b) The recreation area, as hereinafter defined.

(c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

(d) An easement of support in every portion of a unit which contributes to the support of the building.

(e) Any other parts of the condominium property designated as common elements in this Declaration.

2.6 **"Common Expenses"** means the expenses for which the unit owners are liable to the Association, including without limitation:

(a) The operation, maintenance, repair, replacement, or other expenses, incurred on account of the common elements, the limited common elements, and the portions of units to be maintained by the Association.

(b) Expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of a unit owner, including without limitation the costs of repairing damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.

(c) Any valid charge against the condominium property as a whole. "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 the amount of common expenses.

2.8 "Condominium Parcel" means a unit, together with the undivided share in the common elements and limited common elements, which are appurtenant to the unit.

2.9 "Condominium Property" means the land and personal property that are subject to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.10 "County" means the County of Dade, State of Florida and "City" means the City of Hialeah, State of Florida.

2.11 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.12 "Developer" means AMERI-HOUSING, CORP., a Florida corporation, its successors and assigns.

2.13 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, a real estate or mortgage investment trust, pension fund, an agency of the United States Government, including government affiliated lenders, such as FNMA, FHA, FHLMC, and THE VETERANS ADMINISTRATION and their approved mortgage companies and agents, mortgage banker, any other lender generally recognized as an institutional type lender, or the Developer, which holds a first mortgage on a unit or units.

2.14 "Limited Common Element" means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, as specified in this Declaration. Reference herein to the common elements shall include the limited common elements, unless it is otherwise expressly provided.

2.15 "Recreation Area" there will be no recreation area.

2.16 "Unit" means that part of the condominium property which is subject to exclusive ownership.

2.17 "Unit Owner" or "Owner of a Unit" means the owner of a condominium unit.

3. DESCRIPTION OF CONDOMINIUM:

3.1 Identification of Units: The condominium property contains fifty-six (56) buildings. The designation of each unit is as set forth on Exhibit "D" annexed hereto. Exhibit "D" consists of a survey of the land, a graphic description of the buildings in which the units are located and a plot plan thereof. Said Exhibit "D", 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. There shall pass with a unit as appurtenances thereto (a) an undivided share in the common elements and common expenses; (b) the exclusive right to use the portion of the common elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace 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 (an easement in airspace which is vacated shall be terminated automatically); and (d) other appurtenances as may be provided in this Declaration.

3.2 Unit Boundaries: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundaries. The plane of the lowest surfaces of the finished ceiling. In a unit containing a room in which any part of the ceiling is raised above the level of the ceiling in the rest of the unit, the ceiling shall include the vertical wall connecting the raised ceiling with the ceiling of the remaining portion of the unit and the upper boundary shall include the plane of the finished surface of the vertical wall that joins the planes of the lowest surfaces of the finished horizontal portions of the ceiling.

(ii) Lower Boundaries. The plane of the top of the lowest unfinished floor slab. In two-story units or units in which there is a second floor or a floor raised above the lowest unfinished floor slab, the lower boundary shall include the top of all unfinished floors or floor slabs and shall include the interior unfinished vertical slab, wall or other vertical surface connecting the planes of the unfinished floor or floor slabs.

(b) Perimetrical boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior of the walls (drywalls) bounding the unit extended to intersections with each other and with the upper and lower boundaries with the following exceptions: when the vertical planes of the unfinished interior of the bounding walls do not intersect with each other on the unfinished interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the unfinished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the unit. The stairs to the second floor units are wholly contained within the boundaries of said units.

3.3 Limited Common Elements. The limited common elements shall include the following:

(a) Balconies, Porches, Patios, and Entry Ways. The balconies, porches, patios, and entry ways to which there is direct access from the interior of a unit shall be for the exclusive use of such unit.

(b) Parking Spaces. Each unit owner shall have the exclusive right to use one or more parking spaces, as assigned at time of closing.

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

(a) 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.

(b) 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 provided, however, such easements 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 Board of Directors of the Association or its designee 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 an emergency, entry, shall be made on not less than one (1) day's notice.

The foregoing shall include access for said Association or its designee through the unit to the attic access which is for maintenance purposes only.

(c) **Encroachments.** If (a) any portion of the common element encroaches 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 restoration 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 improvements shall stand.

(d) **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.

(e) **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, pursuant to Section 718.301 (3)(b), provided same does not prevent or unreasonably interfere with the use or enjoyment of the unit owners of the condominium property.

(f) **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 portions of the common elements for model apartments and sales offices, to display model apartments and the common elements to prospective purchasers, and to erect signs and other promotional material upon the condominium property.

(g) **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 unreasonably interfere with the use of the units for dwelling purposes.

3.5 Future Phases of the Condominium. Developer plans to construct and add three (3) additional phases to the condominium. When all phases are completed, the condominium shall contain a total of not more than 224 units. The land on which additional phases are to be constructed is legally described in Exhibit "C" attached hereto and entitled "Future Phases", which will show the location of future recreational facilities. Exhibit D hereto contains surveys and proposed plot plans for phases 2, 3 and 4 (inclusive), a listing of the number and general size of the units to be included in each phase; each unit's percentage ownership in the common elements as each phase is added and the membership vote and ownership in the Association attributable to each unit in each phase and the result if any phase or phases are not developed and added to the condominium.

Developer reserves the right to amend this Declaration to add said future phases, but 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 must be complete by the year 1996; however, the Developer fully expects to construct and finish those in the immediate future. In no event, however, shall more than 224 units be constructed in EL PRADO XIII, A CCNDOMINIUM

4. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

4.1 Percentage of Ownership and Shares. The interest in the common elements and common surplus and the share of the common expenses appurtenant to each unit is the ratio that a unit bears to the sum total of all the units, and as set forth in Exhibit "E" attached hereto.

4.2 Voting. Each unit shall be entitled to one vote to be cast by its owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

5. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The Undivided Share in the common elements which is appurtenant to a unit shall not be separated there from and shall pass with the title to the unit, whether or not separately described. A 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 units shall remain undivided, and no action for partition of the common elements, the condominium Property, or any part thereof, shall lie.

6. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement are as follows:

6.1 UNITS

(a) By the Association. The Association shall maintain, repair and replace as a common expense

(i) All boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of the building, which portions to be maintained shall include without limitation the outside walls of the building and all fixtures on its exterior, boundary walls of units, floor load-bearing columns and load-bearing walls;

(ii) All Walls and/or fences, porches, entry ways and balconies, and except the painting of floors and inside of parapets;

(iii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a units maintained by the Association or contained within interior partition walls within the unit; and all such facilities otherwise contained within a unit that service part or parts of the condominium other than the unit within which contained; and

(iv) The fence surrounding the backyard adjoining each unit;

(v) All incidental damage caused to a unit by the Association's actions under this section.

(vi) If any of the above repairs are necessitated by the negligence of a unit owner, that unit owner shall be responsible for the cost of repairs.

(b) By the Unit: The responsibility of the unit owner shall be as

follows:

(i) To maintain, repair and replace at his expense all portions of his unit, except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other unit owners.

(ii) The portions of a unit to be maintained, repaired, and replaced by the unit owner at his expense shall include, but not be limited to the following items: air conditioning equipment, including the compressor, and service equipment, such as dishwasher, garbage disposal, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings, except the floor slab; and inside paint and other inside wall finishes. Notwithstanding the above, the Board of Directors of the Association shall have the authority to enter into maintenance contracts to provide for ordinary and necessary repairs to appliances, plumbing, and electrical wiring not occasioned by the negligence of a unit owner. Such contract shall inure to the benefit of all unit owners for such time as it shall be in effect.

(iii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit, or any portion of the interior of the unit that is visible from the exterior.

(iv) To keep all concrete slabs floor in this unit covered with vinyl tile, parquet, marble, terrazzo, or other standard type flooring, or to keep all concrete slab floors in his unit covered with wall-to-wall carpeting or with other floor covering that will not transmit sound.

(v) To maintain the grass and backyard or patio area adjoining each unit (ground floor units only), which area shall be a limited common element as defined in Section 2.14 above.

(vi) To maintain and keep clean and in good order the stairs to the second floor (second floor units only).

(vii) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

(c) Alteration and Improvement. Neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval in writing of owners and institutional first mortgagees of all units in which the work is to be done and approval of the Board of Directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the building, the change in appearance shall be approved also by the owners of 75% of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

6.2 Common Elements.

(a) By the Association. The maintenance and operation of the common elements, shall be the responsibility of the Association and the cost shall be a common expense.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the common elements or acquisition of additional common elements

without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the By-Laws.

Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent, subject only to necessary and temporary interruption. The cost of the work or acquisition shall not be assessed against an institutional first mortgagee that acquires its title as the result of owning a mortgage upon the unit owned, unless that mortgagee shall acquire title by deed from the mortgagor or through foreclosure proceedings and then only for assessments accruing on or after the date of the acquisition of title. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

(c) Failure of Unit Owner to Repair. The Association may enter into any unit upon reasonable notice, or without notice in the case of an emergency, and make any repairs or perform maintenance to the common elements should any repairs be necessitated by the negligence of the unit owner, then in said event, all costs of such repair shall be charged to the particular unit owner as a special charge and may be collected by all means permitted under applicable Florida Law.

6.3 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 owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

7. CHANGES IN DEVELOPER-OWNED UNITS. In so far as the following does not Violate Section 718.403, Florida Statutes, Developer shall have the right, without the vote or consent of the Association, to (a) make alterations, additions, or improvements in, to, and upon units owned by Developer, whether structural or non-structural, interior or exterior; (b) change the layout or number of rooms in any Developer-owned units; (c) change the size of Developer-owned units provided, however, that the percentage interest in the common elements of any units (other than Developer-owned units) shall not be changed by reason thereof unless the owners of all units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

8. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the residential buildings in useful condition exist upon the land:

8.1 Units. Each of the units shall be occupied only by the individual owner, members of the owner's family, their servants and guests, as a residence and for no other purpose.

8.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners, their guests and tenants.

8.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

8.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

8.5 Leasing. After approval by the Association elsewhere required, entire units may be rented for terms of four (4) months or longer. No rooms may be rented, and no transient tenants may be accommodated. No leases for a term of less than four (4) months shall be made under any circumstances. The Association may summarily evict any tenant pursuant to this section, and charge the costs of such eviction, including reasonable attorneys' fees, to the owner of the unit rented.

8.6 Regulations. Reasonable regulations concerning the appearance and use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

8.7 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all the units, neither the unit owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units and common elements without charge as may facilitate the completion and sale, including but not limited to maintenance of a sales office, general administrative office, the showing of the property and the display of signs.

8.8 Pets. A unit owner may keep one (1) cat or one (1) dog, provided said dog or cat does not weigh more than forty (40) pounds. No other pets are permitted (except fish and small birds). Pets may not be raised for commercial purposes. All pets shall be kept on a leash when outside the unit. Pets shall not be permitted in the common elements except for the private patios of the units in which they are kept and except for purposes of ingress to and from the units, and may only be walked in such areas as are set aside by the Directors for such purpose.

9. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION, POWERS AND DUTIES. The Association shall be responsible for the operation of the condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "F" and "G" annexed hereto) as amended from time to time. In addition, the Association shall have all the powers and duties permitted under the Laws of the State of Florida, as well as all powers and

duties granted to or imposed upon it by this Declaration, including without limitation:

(a) 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 other unit or units.

(b) The power to make and collect assessments and other charges against unit owners and to lease, maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives at reasonable times. Additionally, annual financial statements shall be mailed to unit owners and on request to institutional first mortgagees.

(d) To contract for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its powers and duties. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(e) Subsequent to the recording of this Declaration, the Association, when authorized by the majority of the total votes of the members of the Association and approved by the institutional first mortgagee holding the greatest dollar volume of unit mortgages, shall have the power to acquire and enter into agreements for the acquisition of leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or benefit of the unit owners. The expense of ownership, rental, membership fees, operations, replacements, and other undertakings in connection therewith shall be common expenses.

(f) The powers to adopt and amend rules and regulations covering the details of the operation and use of the condominium property, except as otherwise provided by law.

In the event of conflict between the powers and duties of the Association, as set forth in the Declaration, the Declaration shall take precedence over the Articles of Incorporation and By-Laws, and the Articles of Incorporation shall take precedence over the By-Laws.

9.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property.

9.2 Restraints Upon Assignment of Shares in Assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

9.3 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

10. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR. The Board Of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the unit owners to meet the common expenses of the Condominium and allocate and assess such expenses among the unit owners in accordance with the ration that a unit bears to the total numbers of all the units as shown on Exhibit "E". The Board of Directors shall advise all unit owners promptly in writing of the amount of the assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such assessments are based, to all unit owners and (if requested in writing) to their respective mortgagees. The common expenses shall include the expenses of the operation, maintenance, repair and 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 the Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

11. COLLECTION OF ASSESSMENTS.

11.1 Liability for Assessments. A unit owner, regardless of how title is acquired including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to and right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the unit for which the assessments are made.

11.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate of eighteen (18%) percent per annum from the due date until paid. The Association has a lien on each condominium unit for any unpaid assessments on such unit, with interest and for reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Dade County, stating the description of the condominium unit, the name of the record owner, the amount due and the due dates. Such lien shall be subordinate and inferior to the mortgage of institutional first mortgagees which may presently or hereafter exist upon a condominium unit. The lien is in effect until all sums secured by it have been fully paid or for a period of one year, whichever comes first. The claim of lien includes only assessments which are due when the claim is recorded. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

11.3 Notice of Intention to Foreclose Lien. No foreclosure action, may be filed until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit

owner. If, after diligent search and inquiry, the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the Court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirement of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in the Act.

11.4 Appointment of Receiver to Collect Rental. If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the Court, in its discretion, may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

11.5 Institutional First Mortgagee. In the event an institutional first mortgagee shall obtain title to the unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such institutional first mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments or other charges by the Association pertaining to such condominium unit or chargeable to the former unit owner of such condominium unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that is recorded prior to the recording of the defaulted mortgage. Such unpaid share of common expenses or assessments or other charges shall be deemed to be common expenses collectible from all of the unit owners, including such acquiror, its successors and assigns. At the request of an institutional first mortgagee, the Association shall notify said mortgagee of any default(s) in the performance of any obligation under the condominium documents by the owner of the condominium unit on which said mortgagee holds a first mortgage.

11.6 Developer's Guarantee of and Liability for Assessments. For the period commencing with the month in which the first unit in the condominium is conveyed to the purchaser thereof and ending at the earlier of (a) twelve (12) months thereafter, or (b) completion of the entire project, 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.

During the period of such guarantee, the Developer will not be obligated to pay any common expenses as to 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 by agreement between the Developer and a majority of the non developer unit owners.

11.7 Certificate of Unpaid Assessments. Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his unit

12. Insurance. Insurance covering the Condominium shall be governed by the following provisions:

12.1 Purchase, Custody and Payment of Policies.

(a) **Purchase.** All insurance policies covering the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida and with an office or agent located in the County.

(b) **Approval.** Each insurance policy, the agency and company issuing the policy, and the insurance trustee hereinafter

designated shall be subject to the approval of the institutional first mortgagee then holding the greatest dollar volume of unit mortgages.

(c) **Named Insured.** The named insured shall be the Association individually and as agent for owners of units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

(d) **Custody of Policies and Payment of Proceeds.** All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee, and all policies and endorsements on them shall be deposited with the insurance trustee.

(e) **Copies to Mortgagees.** One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Association to each mortgagee included in the mortgagee roster who holds a mortgage upon a unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

(f) **Personal Property and Liability.** Unit owners may obtain insurance coverage at their own expense and at their own discretion upon their personal property and for their personal liability and living expense and for flood damage.

12.2 Coverage. The Association shall maintain insurance covering the following:

(a) **Casualty.** All buildings, (including all of the units and the bathroom and kitchen fixtures initially installed therein by Developer, but not including furniture, furnishings, or other personal property supplied or installed by unit owners or tenants of unit owners), together with all service machinery contained therein, shall be insured in an amount not less than 100% of the replacement value thereof, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.

(b) **Liability.** Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the condominium property or adjoining driveways and walkways, or any work, matters or things related to the condominium property or this Declaration and its exhibits, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for bodily injury and property damage and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmen's Compensation and other mandatory insurance, when applicable.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to (a) subrogation against the

Association and against the unit owners individually and as a group, (b) the prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk and (c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

12.3 Additional Provisions All policies of physical damage insurance shall contain waivers of subrogation and waiver of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and/or prorata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of units. Duplicate originals of all policies or physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all institutional first mortgagees at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the building (exclusive of foundation), including all of the units and all of the common elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

12.5 Insurance Trustee: Share of Proceeds. All insurance policies by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers and with its principal place of business in the County. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the unit owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(a) **Common Elements.** An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) **Units.** Proceeds on account of damage to units shall be held in the following undivided shares:

(i) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(ii) When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for

the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, 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, remittance 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 such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed first to all institutional first mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, remittance to unit owners and their mortgagees being payable jointly to them and with credit being given for payments previously reserved for institutional first mortgagees. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by them.

(d) Certificate. In making distribution to unit owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

12.7 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12.8 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.

13. RECONSTRUCTION AND REPAIR AFTER CASUALTY

13.1 Reconstruction and Repair after Casualty. If any part of the condominium shall be damaged by casualty, whether or not it be reconstructed or repaired shall be determined in the following manner:

(a) If the loss or damage is such that less than twenty (20%) percent of the insurance proceeds have become payable, or is such that the cost of reconstruction and repair does not exceed twenty (20%) percent of the appraised value of the condominium improvements immediately prior to said loss, then such condominium property shall be reconstructed and repaired, and all insurance proceeds shall be utilized for said purpose.

(b) If the loss or damage is greater than twenty (20%) percent, but less than "very substantial", as hereinafter defined, then the condominium property shall be reconstructed and repaired, unless, within forty-five (45) days after said casualty, sixty (60%) percent of the owners of units, together with institutional first mortgagees (viz., banks, savings and loan associations or insurance companies) holding sixty (60%) percent of the outstanding dollar volume of first mortgages on units in the condominium agree in writing that the condominium property shall not be reconstructed or repaired.

(c) 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 value of the condominium improvements immediately prior to said loss. Estimates and appraisals required pursuant to 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 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 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 obliged 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.

13.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and, if the damaged property is a building containing units, by the owners of not less than seventy-five (75%) percent of the common elements in the condominium, including the owners of all units (and their respective mortgagees), the plans for which are to be altered.

13.3 Responsibility If the damage is only to those parts of one unit for which the responsibility or maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

13.4 Estimates of Costs Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

13.5 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all the unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against all the unit owners for damage to units shall be in proportion to their percentage of ownership in the common elements. Such assessments on account of damage to common elements other than the recreation area shall be in proportion to the owner's share in the common elements. Such assessments on account of damage to the recreation area shall be governed by Section 6.2 of this Declaration.

13.6 Construction Funds. The funds for payment of costs of

reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner.

(a) Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collection of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; . Provided, however, that upon request to the insurance trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(ii) Association - Major Damage If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owner. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

(iv) Surplus. It shall be presumed that the first monies distributed in payment of costs of re-construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or

otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine the payee nor the amount paid. Instead, the insurance trustee may rely upon a certificate of the Association, made by its president and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association or a mortgagee that is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon reconstruction and repair.

13.7 Benefit of Mortgagees and Seller. Certain provisions in this Section 13 are for the benefit of mortgagees of units. All of said provisions are covenants for the benefit of any mortgagees of units and may be enforced by any of them. Upon request, mortgagees shall receive notice of any matter affecting their rights hereunder.

14. Selling, Leasing, Mortgaging of Units In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists, which provisions each unit owner covenants to observe:

14.1 Transfers subject to Approval

(a) **Sale** No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.

(b) **Lease**. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease without approval of the Association except to the owner of another unit and unless the term of the lease exceeds four (4) months.

14.2 Approval by Association. The approval of the Association that is required for the transfer of units shall be obtained in the following manner:

(a) **Notice to Association.**

(i) **Sale.** A unit owner intending to make a bonafide sale of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require, such information to be requested by the Association within five (5) business days of receipt of the notice. The notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed contract.

(ii) **Lease.** A unit owner intending to make a bonafide lease or renewal of a lease of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(iii) **Failure to give Notice.** If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and without

notice, may approve or disapprove the transaction or transfer of ownership. If the Association disapproves the transaction or transfer of ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

(iv) **Costs.** A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed Fifty and NO/100 (\$50.00) Dollars, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid.

(b) **Certificate of Approval.**

(i) **Sale.** If the proposed transaction is a sale, then within fifteen (15) days after receipt of both the notice and required information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.

(ii) **Lease.** If the proposed transaction is a lease or renewal of a lease, then within fifteen (15) days after receipt of the notice and required information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Dade County, Florida, at the expense of the lessee.

(c) **Approval of Corporate Owner or Purchaser.** Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons who occupy the unit be approved by the Association.

14.3 Disapproval by the Association. If the Association shall disapprove a transfer of a unit, the matter shall be treated in the following manner.

(a) **Sale.** If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of the notice and required information, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the Purchaser upon the following terms:

(i) The purchase price shall be paid in cash, or upon the terms approved by the seller or stated in the disapproved contract to sell.

(ii) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to the purchaser.

(iii) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.

(iv) If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser

furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease or renewal of a lease, the unit owner shall be advised in writing of the disapproval and the lease or renewal thereof shall not be made.

14.4 Unauthorized Transactions. Any sale, mortgage, lease, sublease, assignment of lease or renewal of a lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14.5 Exceptions The provisions of Sections 14.1, 14.2 and 14.3 shall not apply with respect to any lease, sale or conveyance of any unit by (a) the unit owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or to any one or more of them, (b) the Developer, (except as to Leasing), (c) the Association, (d) any proper officer conducting the sale of a unit in connection with the foreclosure of a mortgage or other lien covering such unit or delivering a deed in lieu of foreclosure, or (e) an institutional first mortgagee (or its assigns) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure, provided, however, that each succeeding unit owner shall be bound by, and his unit subject to, the provisions of this Section 14. Any party acquiring title, or any lessee acquiring a possessory interest in a unit as described in this section shall, within five (5) days after conveyance or possession, so notify the Association, and the Association shall issue a certificate of approval as described in Section 14.2(b), which certificate shall be recorded as therein provided.

14.6 Gifts and Devises, etc. Any unit owner shall be free to convey or transfer his unit by gift, to devise his unit by Will, or to have his unit pass by intestacy, without restriction; provided, however, that each succeeding unit owner shall be bound by, and his unit subject to, the provisions of this Section 14.

14.7 Mortgage of Units. Each unit owner shall have the right to mortgage his unit without restriction.

15. NOTICE OF LIEN OR SUIT

15.1 Notice of Lien. A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attaching of the lien.

15.2 Notice of Suit. A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner obtains knowledge thereof.

15.3 Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

16. Termination of Condominium. The condominium shall continue until (a) terminated by casualty loss, condemnations or eminent domain, as more particularly provided in this Declaration, or (b) such time as withdrawal of the condominium property from the provisions of the Act is authorized by a vote of owners of at least eighty (80%) percent of the units and common elements (Developer will not vote the units owned by it for such withdrawal unless the owners of at least eighty (80%) percent of all other units and common elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit). In the

event such withdrawal is authorized as aforesaid, the condominium property shall be subject to an action for partition by any unit owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all unit owners in proportion to their respective interest in the common elements, provided, however, that no payment shall be made to a unit owner until there has first been paid off out of his share of such net proceeds all liens on his unit in the order of their priority. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination, and said certificate shall be recorded in the Public Records of Dade County. This section may not be amended without the consent of all institutional first mortgagees, and the Developer (so long as it owns any units).

17. Amendments of the Declaration. Subject to the other provisions of the Declaration relative to amendments, this Declaration of Condominium may be amended in any of the alternative manners set forth below:

17.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered, if a meeting is required for amendment.

17.2 Resolution. An amendment may be proposed by either a majority of the Board of Directors or by seventy-five (75%) percent of the members of the Association. A resolution adopting a proposed amendment must be adopted by a vote of not less than a majority of the Board of Directors and seventy-five (75%) percent of the members of the Association. Directors and members not present at the meetings considering the amendment may vote their approval, in writing, delivered to the Secretary before such meeting.

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

17.4 Amendments by Board of Directors for Limited Purposes. An amendment may be made by a majority of the entire Board of Directors in the case of amendments that are only for one or more of the following purposes:

(a) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal one hundred (100%) percent, the owners of the units and the owners of institutional first mortgages on the units for which modifications in the shares are being made also shall approve the amendment.

(b) To change the boundaries between units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners and institutional first mortgagees of the units concerned.

(c) To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or institutional first mortgagees.

17.5 Developer. Insofar as the following does not violate Section 718.403, Florida Statutes, and as long as the Developer shall hold fee simple title to any unit, in the normal course of its business, the Developer may amend this Declaration as

required by a government agency or an institutional first mortgagee willing to make or purchase permanent mortgage loans secured by a unit, and such amendment shall be effective without the joinder of any record owner of any unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded institutional first mortgage as it affects a condominium unit, or change the size or dimensions of any unit not owned by the Developer.

As long as Developer shall hold fee simple title to any unit, in the normal course of its business, no amendment affecting or altering Developer's rights under this Declaration may be made without Developer's written consent. Furthermore, Developer retains the right to add future phases as previously described.

17.6 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of unit owners or units unless the unit owners so affected and such of their mortgagees which are institutional first mortgagees shall unanimously consent; and no amendment shall change any space nor change the shares in the common elements or common owned property and other of its appurtenances, nor increase the owner's shares of the common expenses, unless the unit owner concerned and all affected institutional first mortgagees shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the sections entitled "Insurance" or "Reconstruction or Repair After Casualty", or any changes in any sections which would affect the rights and/or obligations of a mortgagee, unless all institutional first mortgagees holding mortgages upon units in the condominium shall join in the execution of the amendment.

17.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President and Secretary of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Dade County, Florida. However, no such certificate shall be required when Developer is amending this Declaration pursuant to Paragraph 17.5 above.

18. 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, plot plan and 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:

19. 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 that will be 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 none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in the condominium. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so. Directors appointed by the Developer need not be unit owners.

20. Covenant Running with the Land. All provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future unit owners, tenants and occupants of units shall be subject to and shall comply with provisions of this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations, as they may be amended from time to time.

The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, Articles of Incorporation, By-Laws and Rules and Regulations of the Association are adopted and ratified by such unit owner, tenant or occupant.

21. ADDITIONAL PROVISIONS.

21.1 Notices. All notices required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail, return receipt requested, to the Association, care of its office at the condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all unit owners. All notices to any unit owner shall be sent by mail to the condominium address of such unit owner or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of units shall be sent by certified mail, return receipt requested, to their respective addresses, or designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

21.2 Exhibits. There is hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto which under the Act are required to be part of the Declaration.

21.3 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

21.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the Laws of the State of Florida.

21.5 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

21.6 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21.7 Ratification. Each unit owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have agreed that all the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association are fair and reasonable in all material respects.

21.8 Gender: Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

21.9 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

22. Intent. It is the intent of the Developer to create a condominium pursuant to Chapter 718, Florida Statutes, and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the condominium herein created by this Declaration shall fail in and respect to comply with Chapter 718, Florida Statutes, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Articles of Incorporation of the

Association, the By-Laws, Rules and Regulations and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

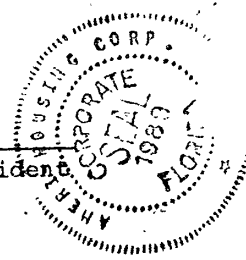
IN WITNESS WHEREOF, Developer has caused these presents to be executed at Miami, Dade County, Florida, on this 14th day of December, 1990.

Signed in the presence of:

Olga Molina
Gerardo Capo

AMERI-HOUSING, CORP.

BY: [Signature]
GERARDO CAPO, President



STATE OF FLORIDA
SS:
COUNTY OF DADE

I HEREBY CERTIFY that on this 14th day of December, 1990, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Gerardo Capo, President of AMERI-HOUSING, CORP., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed as the act and deed if the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami, said County, and State of Florida, this 14th day of December, 1990.

Olga Molina
NOTARY PUBLIC

My Commission Expires:

"OFFICIAL NOTARY SEAL"
OLGA L. MOLINA
MY COMM. EXP. 7/15/94

EXHIBIT "B"

TO

**DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(Legal Description)**

EL PEADO XIII "A" CONDOMINIUM

LESS THE SOUTH 25.00 FEET AND THE WEST 25.00 FEET OF THE SECTION 25, TOWNSHIP 52 SOUTH, RANGE 40 WEST, AS SHOWN IN PLAT 11-1142 AS FILED IN THE PUBLIC RECORDS OF DALLAS COUNTY, TEXAS.

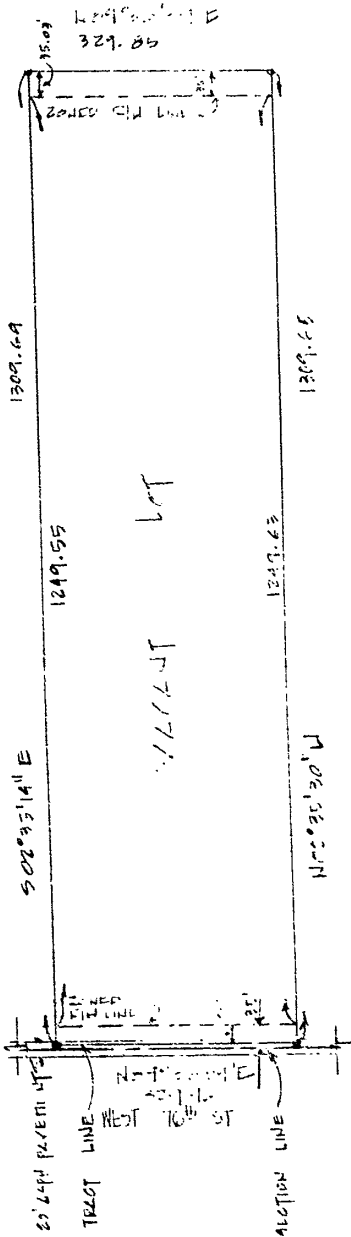
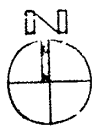
NOTE: PEADOS ARE BEGGON THE STATE PLANE COORDINATE SYSTEM 1.

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4733

OFF. REC. 14966 PG 627



SHEET OF SURVEY
SCALE 1" = 50'

CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BK 1186 PG. 122

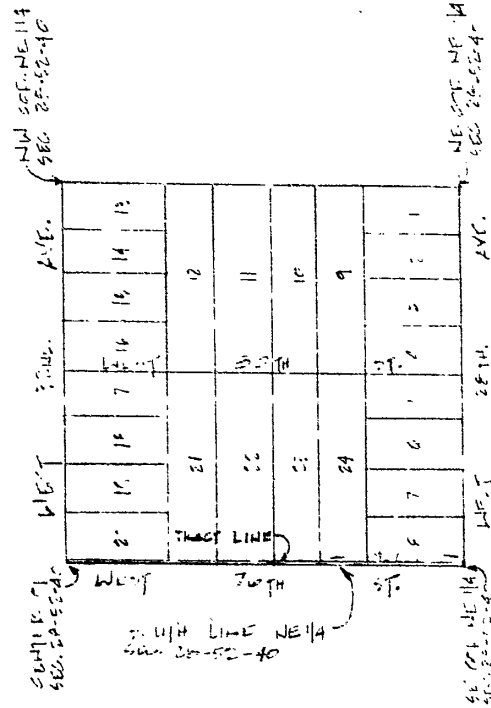
ORDER NO. 9012-71
PAGE 1 OF 51 PAGES

EL PEADO XIII 'A' CONDOMINIUM

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 87TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-0151 BROWARD (305) 765-4730



* LOCAL DESCRIPTION: TRACT 23 CHARTERED LAKES COMPANY'S SUBDIVISION IN THE NEQUAMA 10 OF SECTION 25, TOWNSHIP 32 SOUTH, RANGE 4 WEST, ASSEMBLING TO THE PLAT THEREOF AS BEING OF 16 PLAT BOOK 2 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LOCATION SKETCH
NE 1/4 SECTION 24 - 10-40
SCALE 1"=100'

OFF. REC. 1496670 628

ORDER No. 9012-71
PAGE 2 OF 11 PAGES

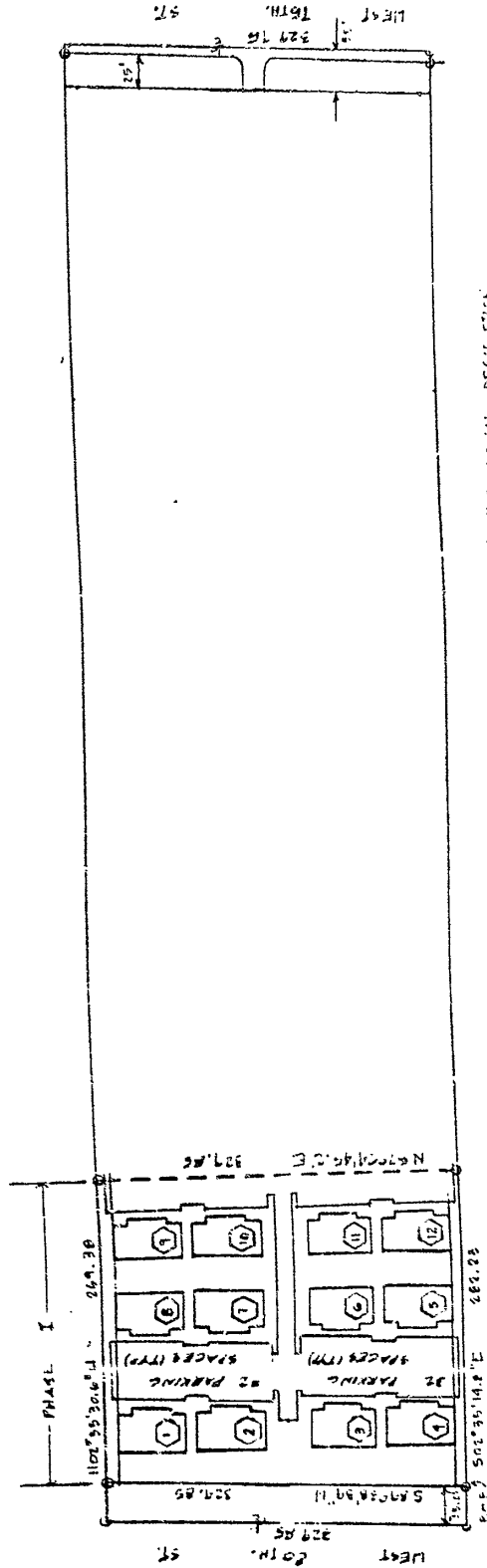
EL PRADO XIII "A" CONDOMINIUM
PHASE I

PLOT PLAN
 SCALE: 1"=120'

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305)264-9151 BROWARD (305)753-4730



NOTICE PAGE 6 FOR LEGAL DESCRIPTION

- NOTES:
- REFER TO ALL THE LATEST SURVEY RECORDS AND PLANS FOR THE SITE.
 - ALL DIMENSIONS ARE AS SHOWN UNLESS NOTED OTHERWISE.
 - ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 - ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 - DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

ORDER N. 9012-71
 PAGE 4 OF 11 PAGES

PREPARED BY:

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LEGAL DESCRIPTION PHASE I

A portion of Tract 23 of "Chambers Land Company's Subdivision" of the Northeast one-quarter of Section 28, Township 52 South Range 40 East according to the plat thereof as recorded in Plat Book 2, at Page 68 of the public records of Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Tract 23, thence run South $02^{\circ} 35' 14''$ East along the West line of said Tract 23 for 35.03 feet to the point of beginning thence continue south $02^{\circ} 35' 14''$ East for 282.23 feet, thence run North $87^{\circ} 24' 45''$ East for 329.63 feet to the East line of said Tract 23, thence run North $02^{\circ} 35' 30''$ West for 269.38 feet, thence run South $89^{\circ} 38' 39''$ West for 329.86 feet to the point of beginning. The last line runs 35 feet South and parallel with the North line of said tract 23.

1496670 530

29-D

11-12-71

5-11-71

EXHIBIT "C"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM

(Legal Description of Future Phases 2, 3 and 4)

EL PRADO XIII 'A' CONDOMINIUM

PHASE II FLOOR PLAN

SCALE: 1"=120'

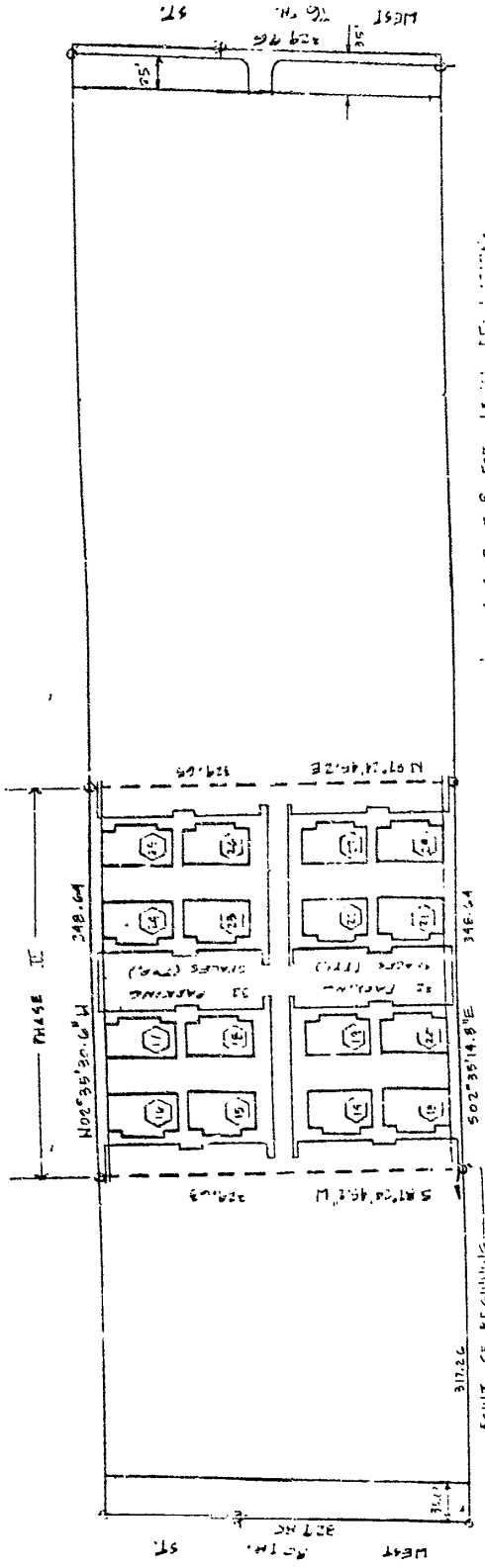
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S W 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4733



OFF. REC. 1496670 632 30-A



ALL AREAS AND LINES SHOWN HEREON ARE THE PROPERTY OF THE SURVEYOR. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON UNLESS SPECIFICALLY NOTED OTHERWISE. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON UNLESS SPECIFICALLY NOTED OTHERWISE. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON UNLESS SPECIFICALLY NOTED OTHERWISE.

NOT TO SCALE

ORDER NO. 9012-71
PAGE 1 OF 1 PAGES

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DADE (305) 284-9151 BROWARD (305) 753-4733

LEGAL DESCRIPTION PHASE II

A portion of Tract 23 of "Chambers Land Company's Subdivision" of the Northeast one-quarter of Section 28, Township 52 South Range 40 East according to the plat thereof as recorded in Plat Book 2, at Page 68 of the public records of Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Tract 23, thence run South $02^{\circ} 35' 14''$ East along the West line of said Tract 23 for 317.26 feet to the point of Beginning thence continue South $02^{\circ} 35' 14''$ East for 348.64 feet thence run North $87^{\circ} 24' 45''$ East for 329.65 feet to the East line of said Tract 23, thence run North $02^{\circ} 35' 30''$ West along the East line of said Tract 23, for 348.64 feet, thence run South $87^{\circ} 24' 45''$ West for 329.63 feet to the point of beginning.

REF: 1496676 633

30-B

DATE: 9/12-71
PAGE: 7 OF 150

EL PRADO XIII A CONDOMINIUM
PHASE III
PLAN
 SCALE 1"=100'

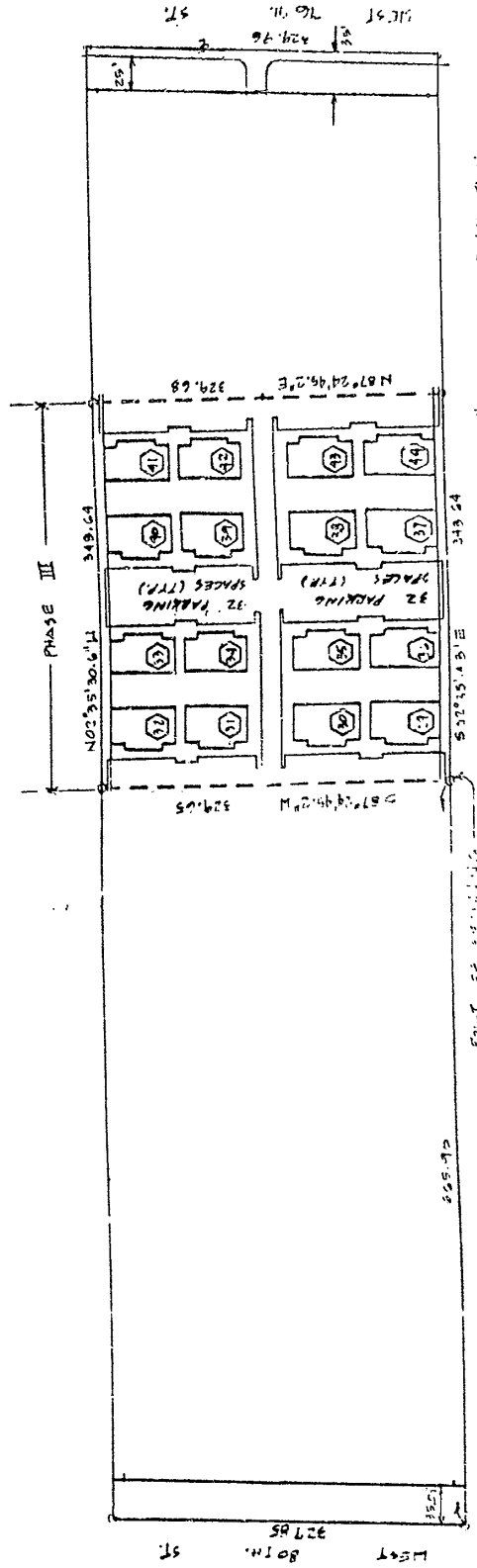
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 215 • MIAMI, FLORIDA 33144 • DADE (305) 254 9151 (EQUWARD) (305) 751 4111

OFF. REC. 1496670 634

30-C



- NOTES:
- PATIENCED AREAS ARE LIMITED TO THE BUILDING FOOTPRINTS AS SHOWN ON THIS PLAN.
 - THE E OF THE BUILDING SHALL BE THE PROPERTY LINE.
 - ALL PARKING SPACES, SEE A COMMUNITY UNLESS OTHERWISE NOTED, SHALL BE UNRESERVED PARKING SPACES AND ARE TO BE MAINTAINED AS SUCH AND SHALL BE AVAILABLE TO ALL RESIDENTS.
 - ALL PARKING SPACES SHALL BE MAINTAINED AS SUCH AND SHALL BE AVAILABLE TO ALL RESIDENTS.
 - UNITS ARE FENCED ON AN UNRESERVED BASIS.

ORDER No. 1012-71
 PAGE 1 OF 11 PAGES

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DADE (305) 284-1111



LEGAL DESCRIPTION PHASE III

A portion of Tract 23 of "Chambers Land Company's Subdivision" of the Northeast one-quarter of Section 28, Township 52 South Range 40 East according to the plat thereof as recorded in Plat Book 2, at Page 68 of the public records of Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Tract 23, thence run South $02^{\circ} 35' 14''$ East along the West line of said Tract 23 for 665.90 feet to the point of beginning thence continue South $02^{\circ} 35' 14''$ East for 348.64 feet thence run North $87^{\circ} 24' 45''$ East for 329.68 feet to the East line of said Tract 23, thence run North $02^{\circ} 35' 30''$ West along the East line of said Tract 23, for 348.64 feet, thence run South $87^{\circ} 24' 45''$ West for 329.65 feet to the point of beginning.

REF. 1496670 635

REVER. J. J. 9012 11
PAGE 9 OF 11

EL PRADO XIII "A" CONDOMINIUM

PHASE IV

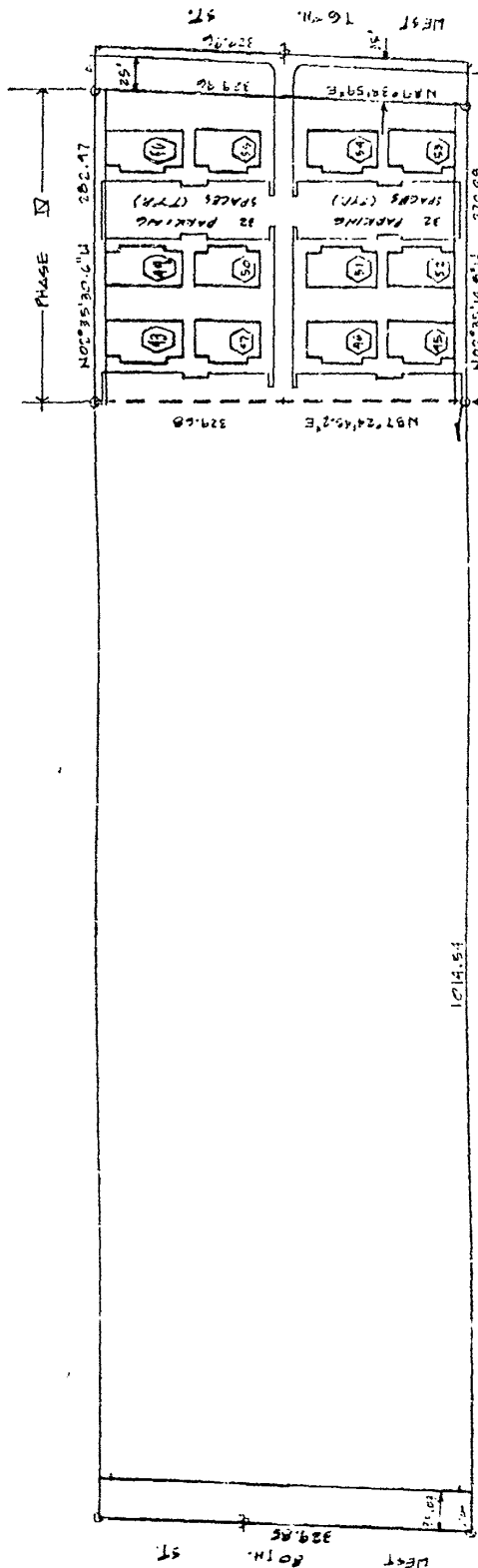
PLOT PLAN

SCALE: 1" = 12'-0"

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7755 W 8TH STREET, SUITE 215 • MIAMI, FLORIDA 33144 • DADE (305) 364 9151 BROWARD (305) 763-4733



FRONT OF BUILDING
 DISTANCE FROM 13-00' UTILITY LINE TO PROPERTY

- NOTES:
- UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE SUBMITTALS
 - ALL PARKING SPACES ARE TO BE PAVED
 - ALL PARKING SPACES ARE TO BE PAVED UNLESS OTHERWISE NOTED
 - ALL PARKING SPACES ARE TO BE PAVED UNLESS OTHERWISE NOTED
 - ALL PARKING SPACES ARE TO BE PAVED UNLESS OTHERWISE NOTED

OFF. REC. 149667 636

30-B

ORDER N. 9012-71
 PAGE ___ OF ___ PAGES

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DACE (305) 264-9151 BROWARD: (305) 743-4733

LEGAL DESCRIPTION PHASE IV

A portion of Tract 23 of "Chambers Land Company's Subdivision" of the Northeast one-quarter of Section 28, Township 52 South Range 40 East according to the plat thereof as recorded in Plat Book 2, at Page 68 of the public records of Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Tract 23, thence run South $02^{\circ} 35' 14''$ east along the West line of said Tract 23 for 1,014.54 feet to the point of beginning thence continue South $02^{\circ} 35' 14''$ East for 270.09 feet, thence run North $89^{\circ} 38' 59''$ East for 329.96 feet to the East line of said Tract 23, the last line runs 25 feet North and parallel of the South line of said Tract 23, thence run North $02^{\circ} 35' 30''$ West for 282.97 feet thence run South $87^{\circ} 24' 45''$ West for 329.68 feet to the point of Beginning.

REF. REC. 1496676 637

30-08

EXCER N. 1012-71
PAGE 11 OF 100 PLATS

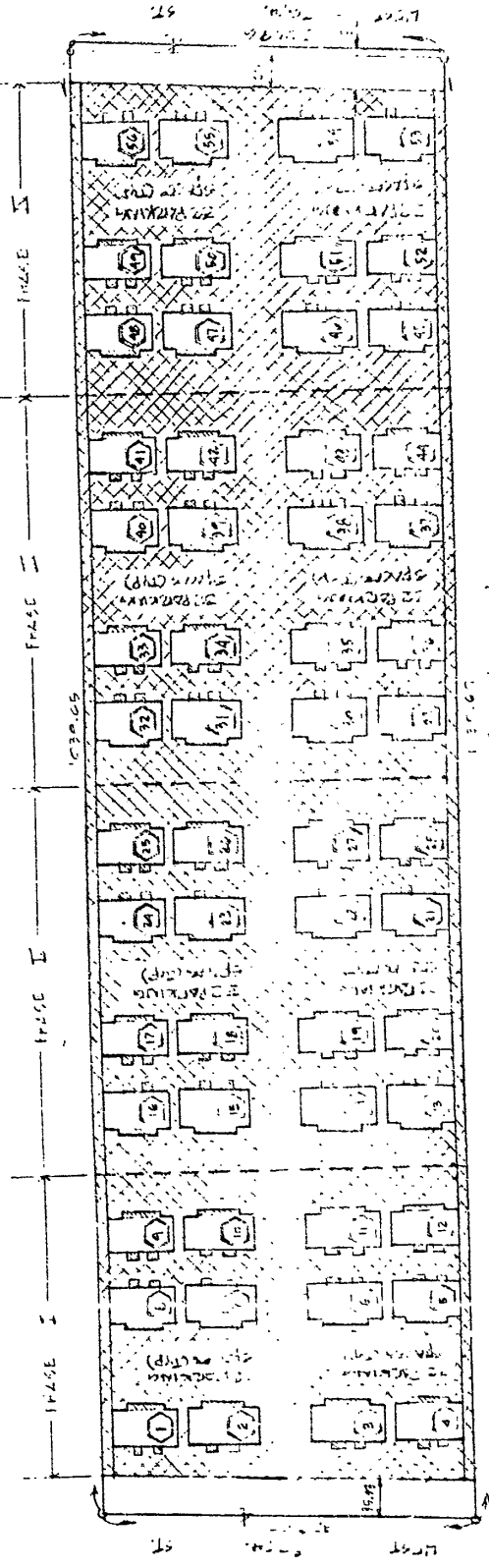
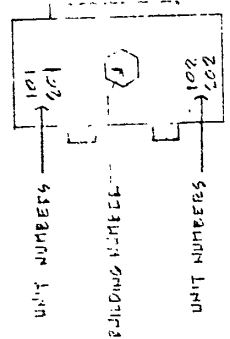
REF: 1496676 638
REC:

EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(Survey, Plot Plan and Floor Plan)

EL READO XIII A CONDOMINIUM

TYPICAL BUILDING UNIT LAYOUT (SEE REF ALL BUILDINGS)

UNIT TO SCALE
FIRST FLOOR = 1121 & 102
SECOND FLOOR = 211 & 202



PROPOSED UNIT LOCATION AND FLOOR PLAN

LEGEND:
CONDOMINIUM UNIT
LIMITED COMMON ELEMENTS
COMMON ELEMENTS

DECEMBER - 18 - 1970
ORDER N. 3012-71
PAGE 3 OF 15 PAGES

PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

7175 SW 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264 9151 BROWARD (305) 763-4733

OFF. REC. 4966 639

31-A

EL PRADO XIII "A" CONDOMINIUM

PREPARED BY:

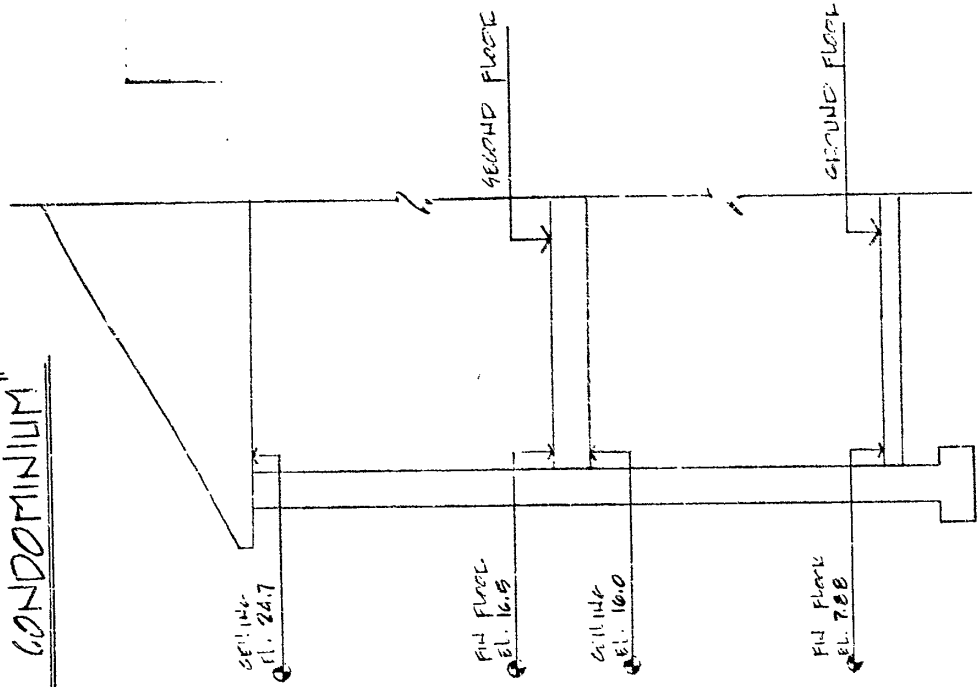
CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • D.D.E. (305) 264-9151 BROWARD (305) 763-4739

31-B

REF. REC: 1496676 640

NOTE: ELEVATIONS ARE TO H.O.N. FINISH.



CROSS SECTION FOR ELEVATIONS
NOT TO SCALE

CASHE NO. 9012-71
PAGE 12 OF 12

OFF. REC. 1496676 641

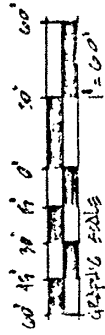
ORDER No. 1012-71
PAGE 1 OF 133 PAGES

PREPARED BY:

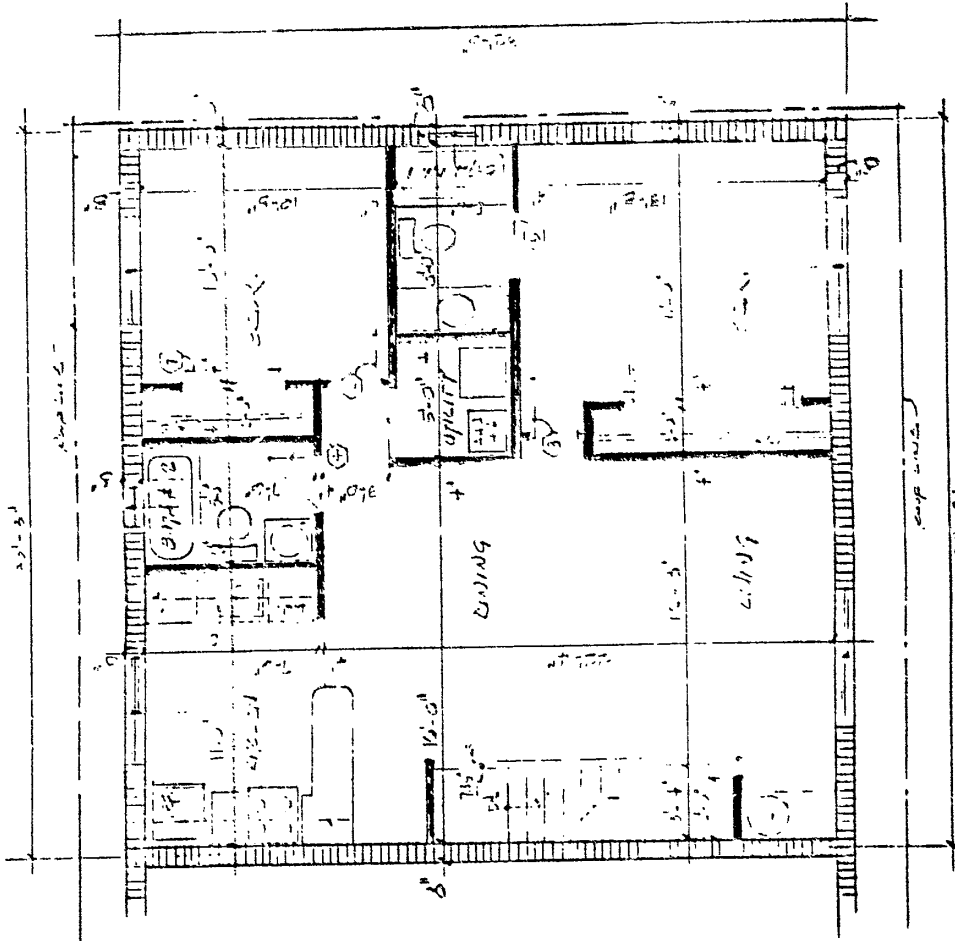
CARIBBEAN LAND SURVEYORS, INC.

2175 S.W. 87th STREET, SUITE 216 • MIAMI, FLORIDA 33144 • PHONE (305) 254-9151 • FAX (305) 254-4333

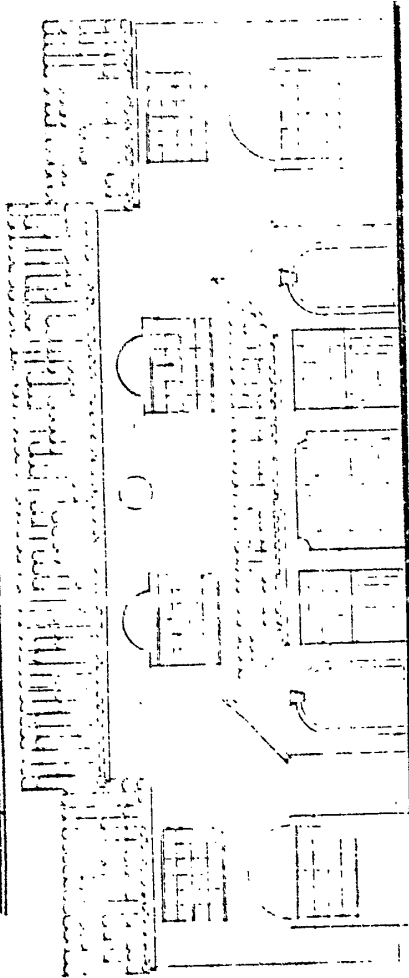
TYPICAL UNIT SECOND FLOOR



EL PRADO XIII 'A' CONDOMINIUM

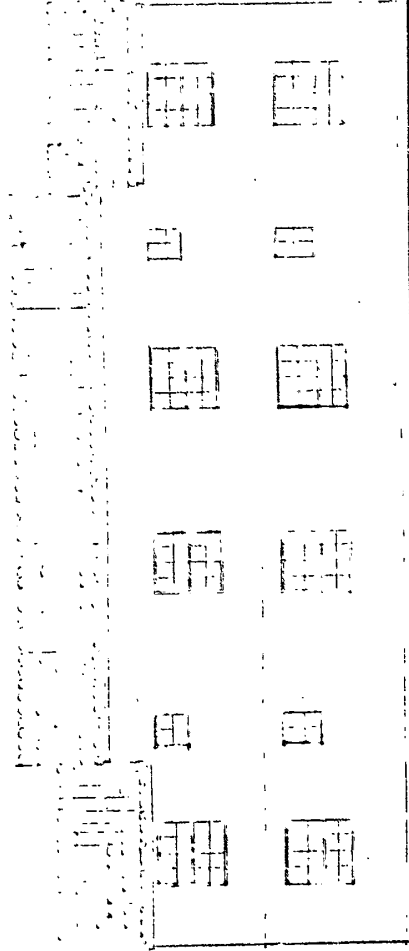


EL PEADO XIII A CONDOMINIUM



FRONT ELEVATION

NOT TO SCALE



REAR ELEVATION

NOT TO SCALE

PREPARED BY:

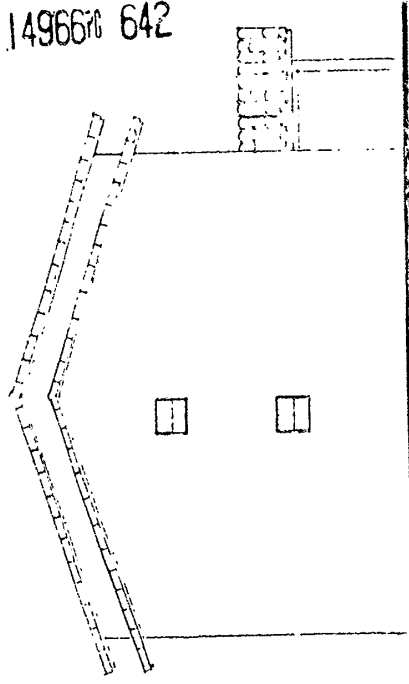
CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MAY, FLORIDA 33144 • DATED: (30) 12/24/91 1 P. 60X 450 (30) 1763-473

TYPICAL ELEVATIONS FOR BUILDING
WITH FEUDL UNITS.

OFF. REC. 1496676 642

31-18



SIDE ELEVATION

NOT TO SCALE

ORDER N. 9012-71
PAGE 15 OF 15 PAGES

EL PRADO XIII "A" CONDOMINIUM
 UNITS AND FLOOR PLAN

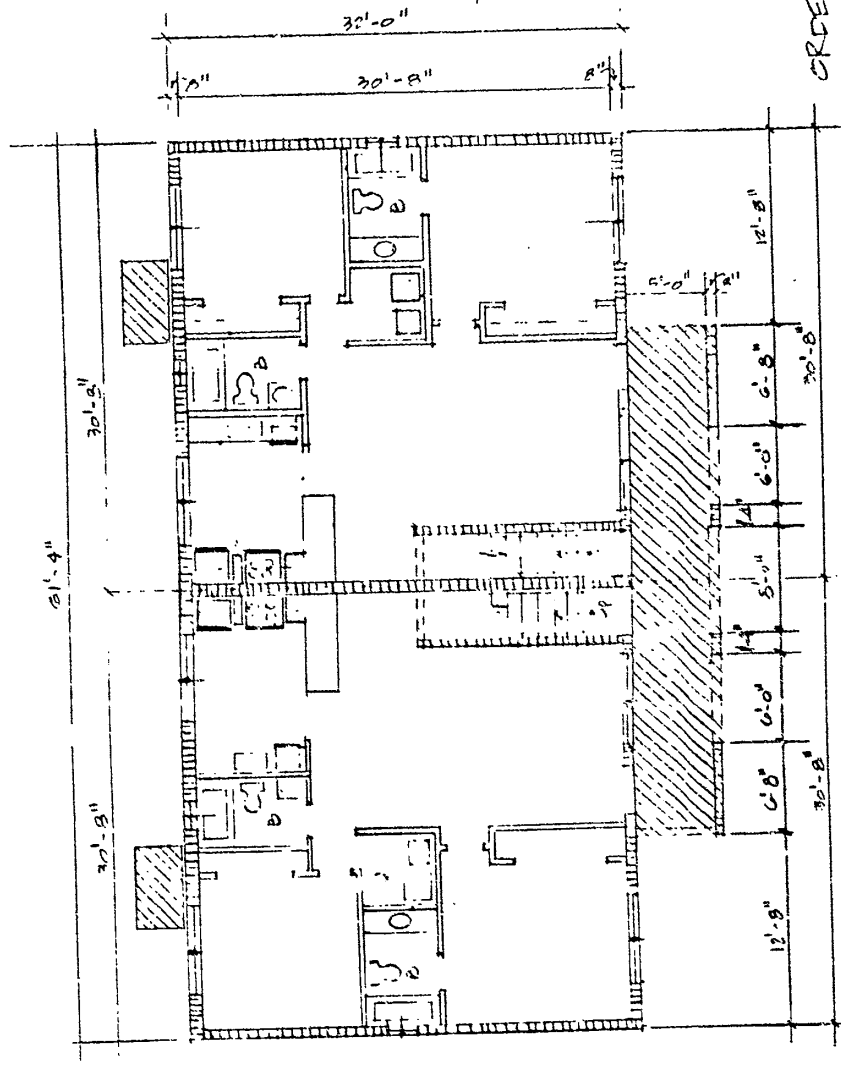
12' 3" 4' 2" 5' 5"
 STAIRS

PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

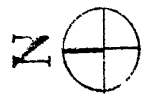
7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9157 BROWARD (305) 763-4739

OFF. REC. 149667 643

31-E



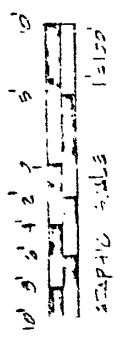
GROUND FLOOR



LEGEND:
 CONDOMINIUM UNIT.
 LIMITED COMMON ELEMENTS
 ALL WALLS ARE 5" UNLESS OTHERWISE NOTED.

ORDER No. 9012-71
 PAGE 11 OF 17 PAGES

EL PRADO XIII A CONDOMINIUM
 BUILDING 1
 UNITS AND FLOOR PLAN

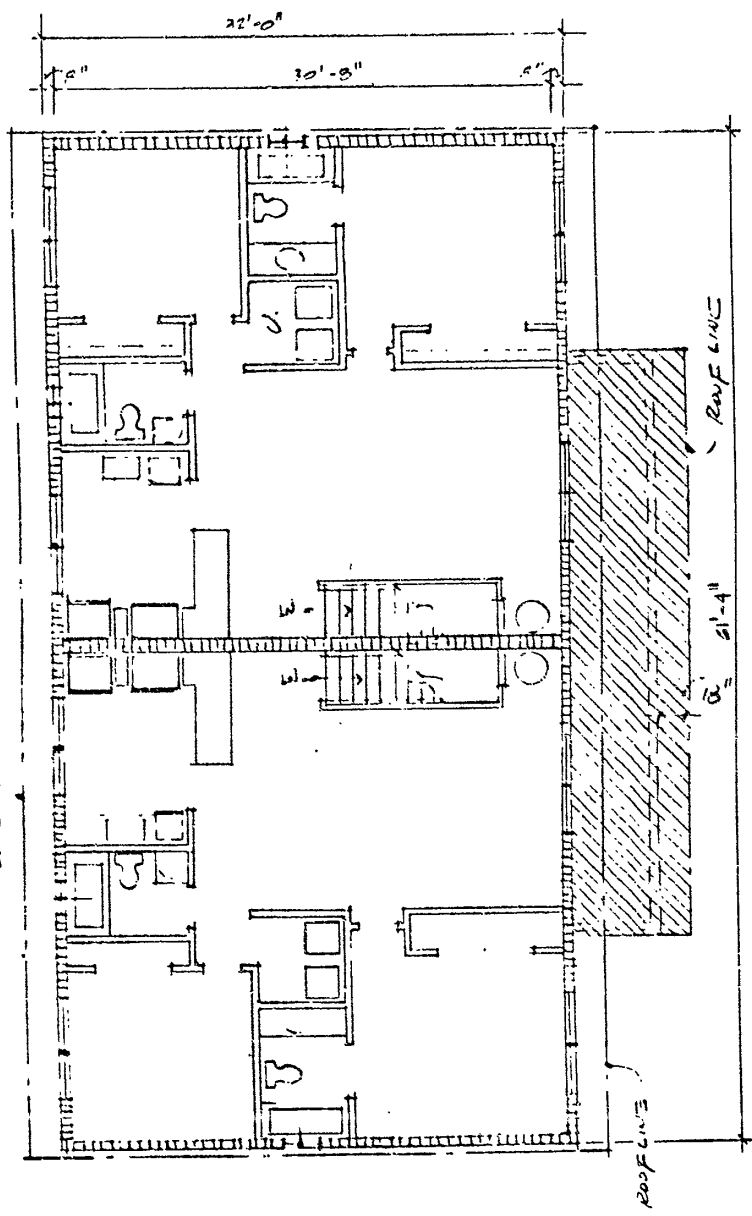


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

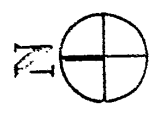
7175 S.W. 8TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DACE (605) 254-9151 BROWNA RD. (305) 763-4733

OFF. REC. 1496670 644

31-E



2ND FLOOR



LEGEND:
 [Symbol] CONDOMINIUM UNIT.
 [Symbol] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3" UNLESS OTHERWISE NOTED

ORDER No. 91012-71
 PAGE 12 OF 122 PAGES

EL PRADO XIII A CONDOMINIUM
BUILDING 2
UNITS AND FLOOR PLAN.



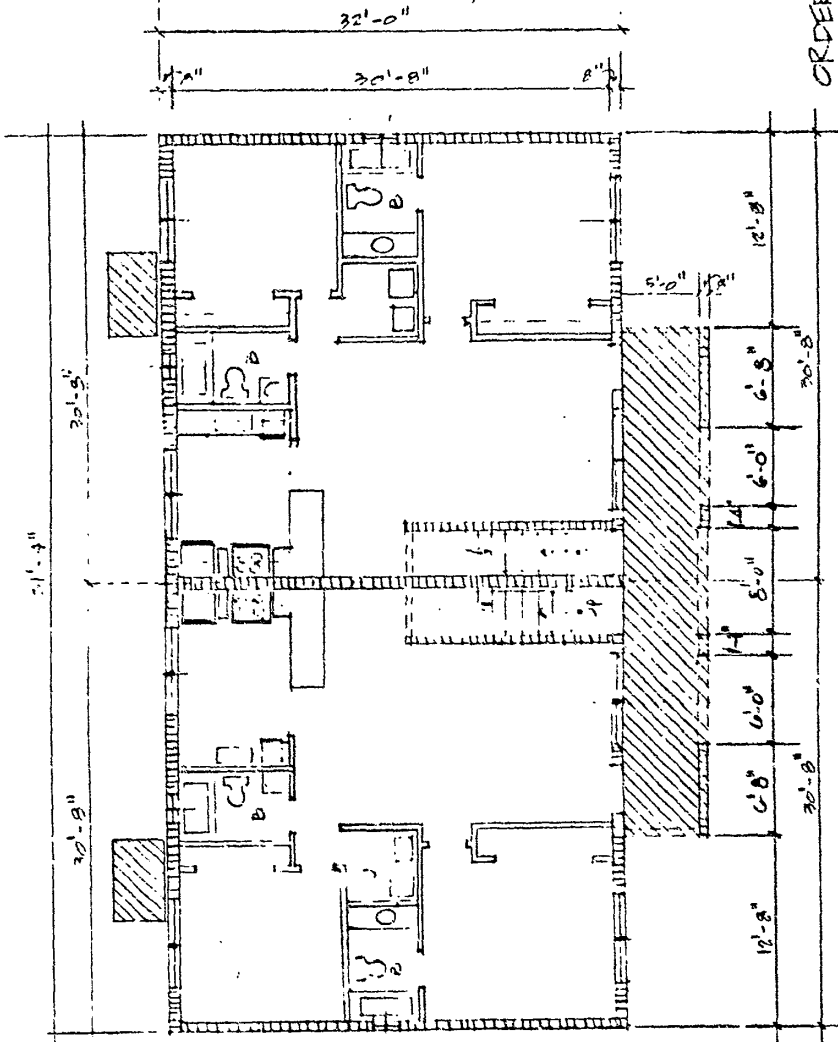
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4730

31-18

OFF. REC. 1496670 645



GROUND FLOOR



LEGEND:

CONDOMINIUM UNIT.

LIMITED COMMON ELEMENTS

ALL WALLS ARE 5" UNLESS OTHERWISE NOTED.

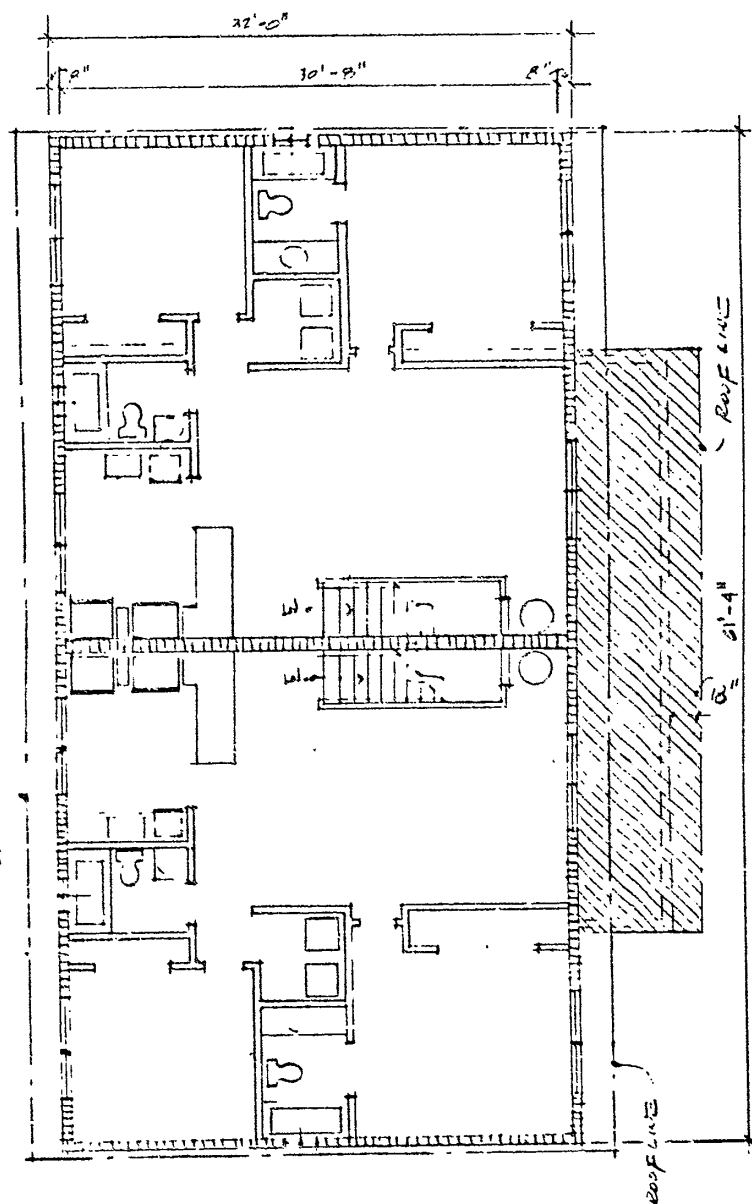
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PAGE ____ OF ____ PAGES

EL PRADO XIII A CONDOMINIUM
BUILDING 2
UNITS AND FLOOR PLAN.

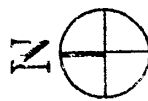


STAIRS

ROOF LINE



2ND FLOOR



LEGEND:

- CONDOMINIUM UNIT.
- LIMITED COMMON ELEMENTS
- ALL WALLS ARE 3' UNLESS OTHERWISE NOTED.

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7173 SW 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 783-4733

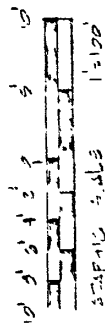
OFF. REC. 1496676 646

H-1E

ORDER N. 9012-71
PAGE 11 OF 12 PAGES

EL PRADO XIII A CONDOMINIUM

BUILDING 3 UNITS AND FLOOR PLAN.



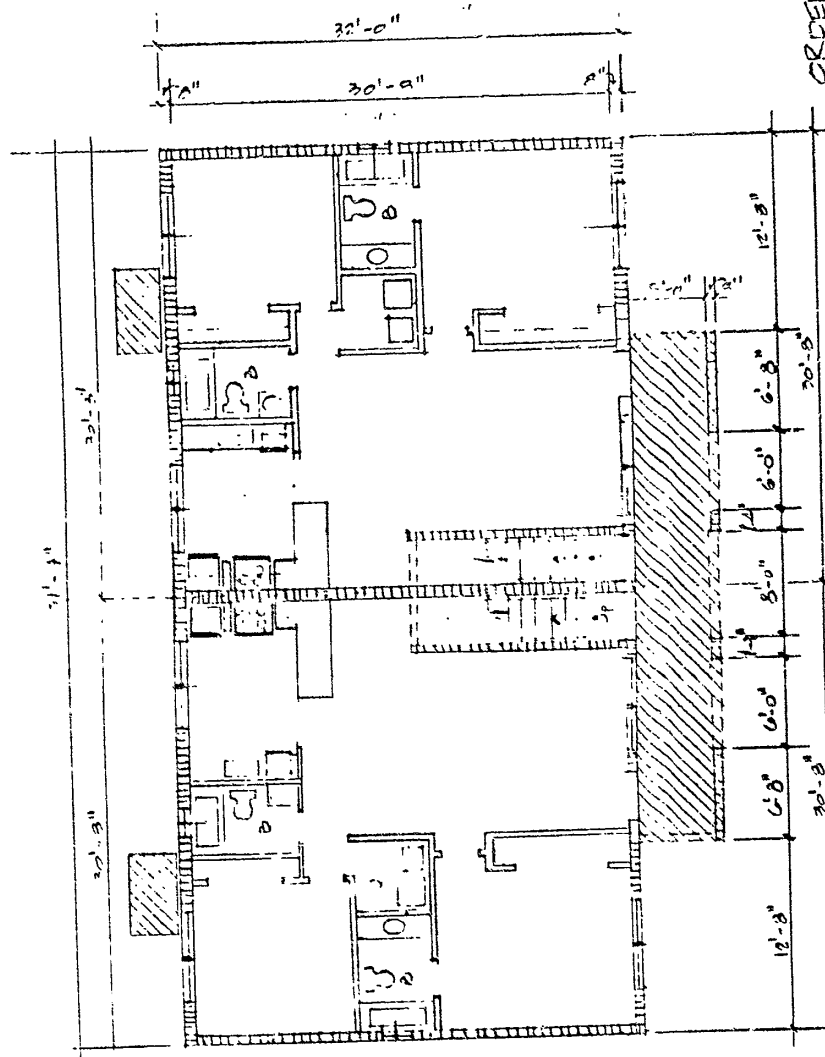
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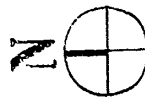
7175 S.W. 8TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • PHONE (305) 764-9151 • FLOWARD (305) 763-4733

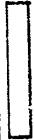

OFF. REC. 1496676 647

I-1E



GROUND FLOOR



LEGEND:
 CONDOMINIUM UNIT.
 LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3' UNLESS OTHERWISE NOTED.

ORDER N. 9012-71
 PAGE 1 OF 2 PAGES

EL PRADO XIII 'A' CONDOMINIUM'
 BUILDING 3
 UNITS AND FLOOR PLAN.

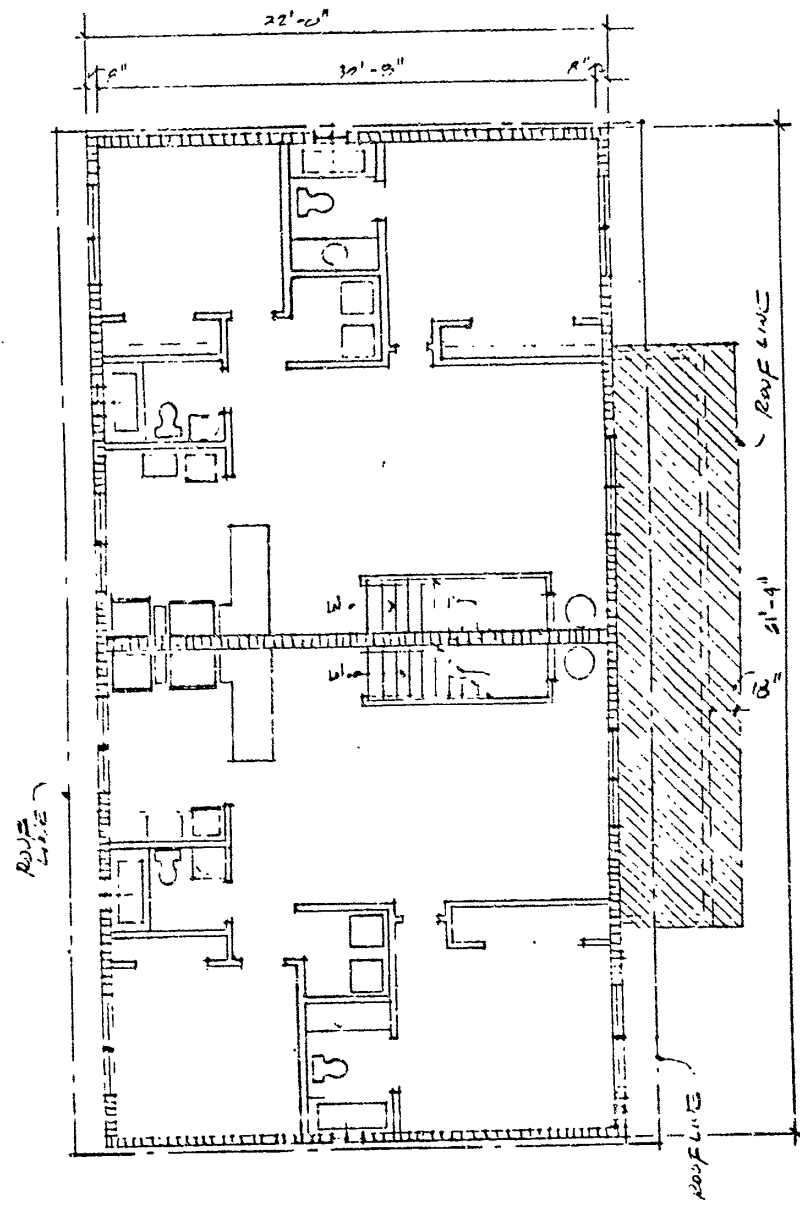


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

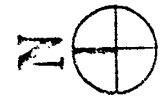
7175 S W 9TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4733

OFF. REC. 1496670 648

P-1E



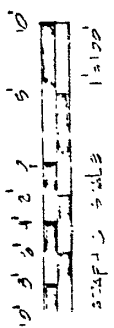
2ND FLOOR



LEGEND:
 [Symbol] CONDOMINIUM UNIT.
 [Symbol] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 5' UNLESS OTHERWISE NOTED

ORDER N. 9012-71
 PAGE 1 OF 2 PAGES

EL PRADO XIII A CONDOMINIUM
 BUILDING 4 UNITS AND FLOOR PLAN.

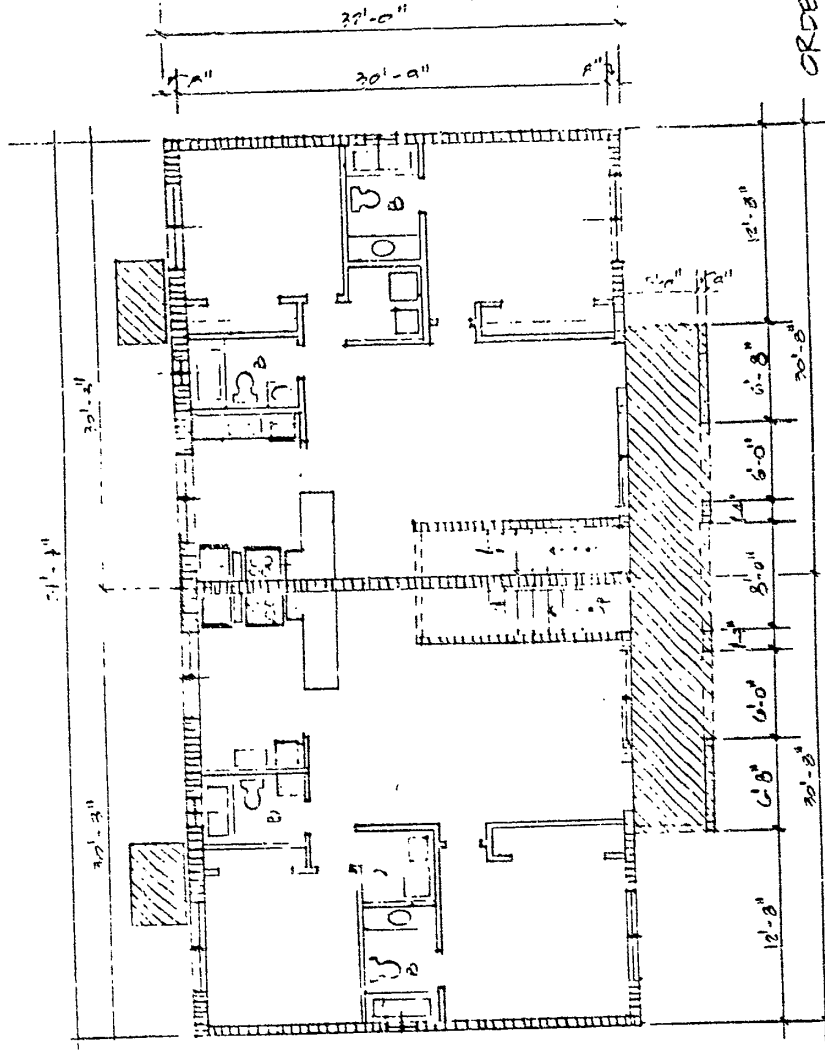


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 87th STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 864-9131 BROWARD (305) 763-4733

OFF. REC: 1496670 649

31-K



GROUND FLOOR



LEGEND:
 CONDOMINIUM UNIT.
 LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3' UNLESS OTHERWISE NOTED.

ORDER N.O. 9012-71
 PAGE ___ OF ___ PAGES

EL PRADO XIII A CONDOMINIUM
BUILDING 34

UNITS AND FLOOR PLAN



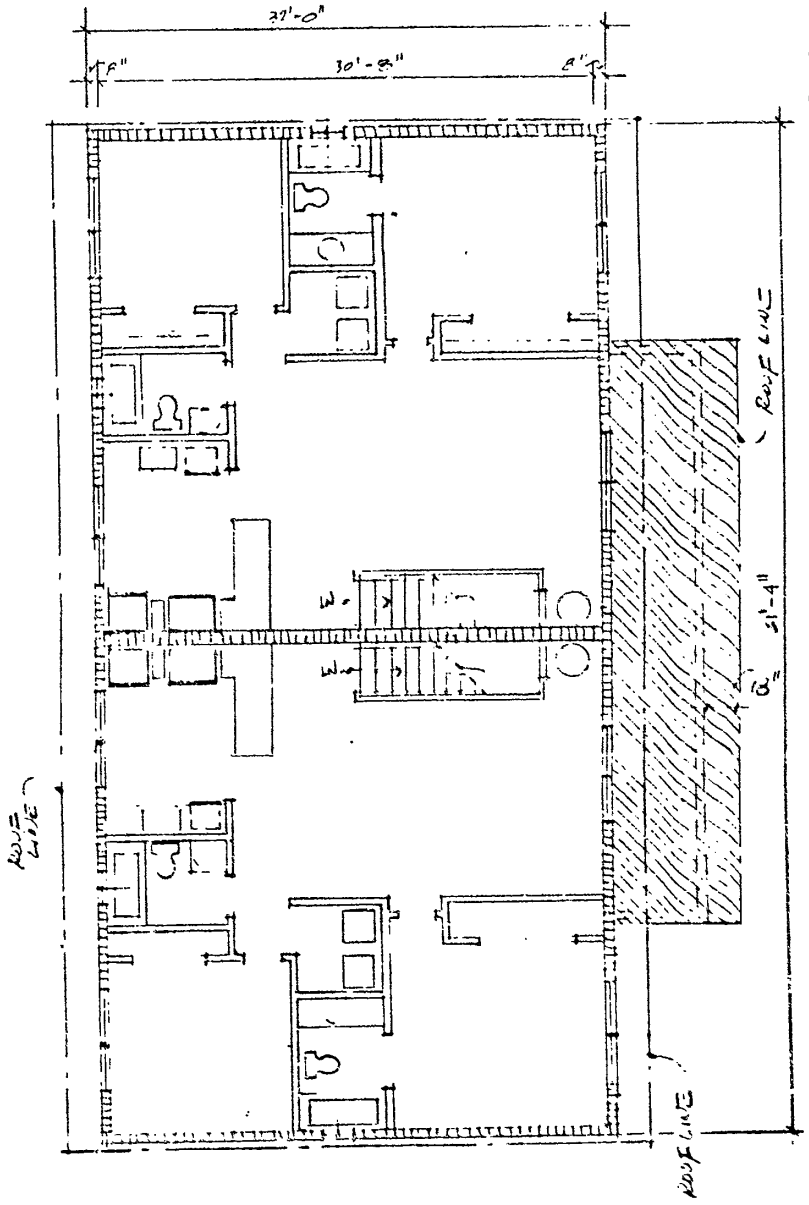
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

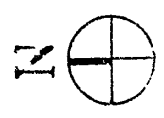
7175 S W 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264 9151 BROWARD (305) 763-4733

T-18

OFF. REC. 1496670 650



2ND FLOOR



LEGEND:

 CONDOMINIUM UNIT.
 LIMITED COMMON ELEMENTS
 ALL DIMS SEE 3' UNLESS OTHERWISE NOTED.

ORDER N. 7012-71
 PAGE -- OF -- PAGES

EL PRADO XIII 'A' CONDOMINIUM
 BUILDING 3 UNITS AND FLOOR PLAN.

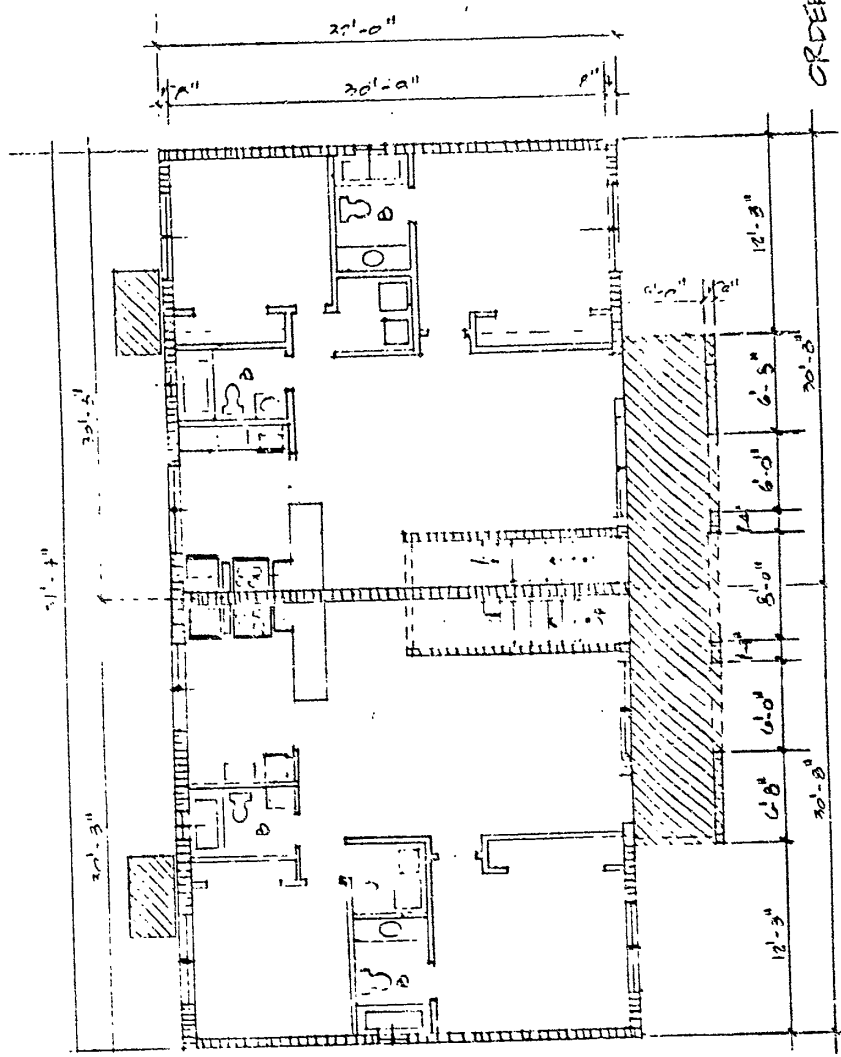


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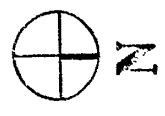
7175 S W 87th STREET, SUITE 218 • MIAMI, FLORIDA 33144 • PHONE (305) 264-9151 BROWARD PC (305) 763-4730

W-1E
 OFF. REC. 1496670 651

ORDER N. 9012-71
 PAGE 3 OF 3 PAGES



GROUND FLOOR



LEGEND:
 [Hatched box symbol] CONDOMINIUM UNIT.
 [Solid box symbol] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3" UNLESS OTHERWISE NOTED.

EL PRADO XIII 'A' CONDOMINIUM
 BUILDING 5
 UNITS AND FLOOR PLAN.

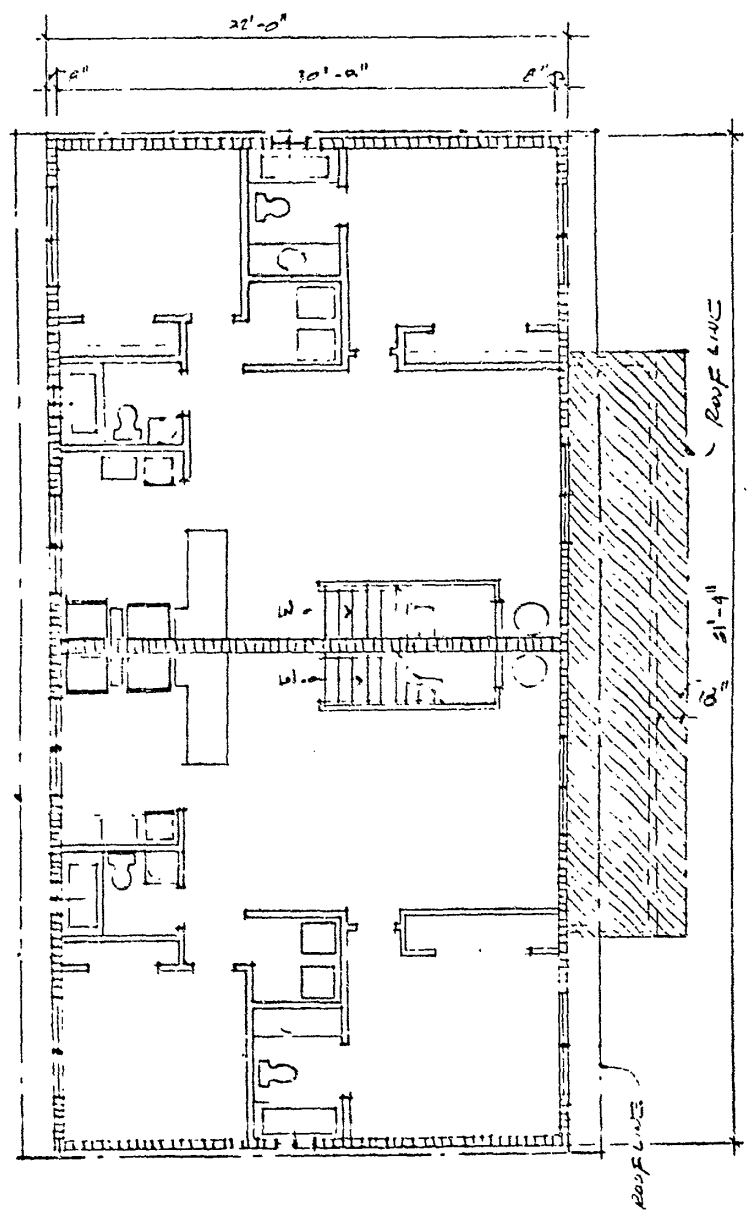


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 284-9151 BROWARD (305) 763-4720

N-1E

OFF. REC. 1496676 652



2ND FLOOR



LEGEND:
 [Symbol] CONDOMINIUM UNIT.
 [Symbol] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3' UNLESS OTHERWISE NOTED.

ORDER No. 9012-71
 PAGE ___ OF ___ PAGES

EL PRADO XIII 'A' CONDOMINIUM

BUILDING 6

UNITS AND FLOOR PLAN.



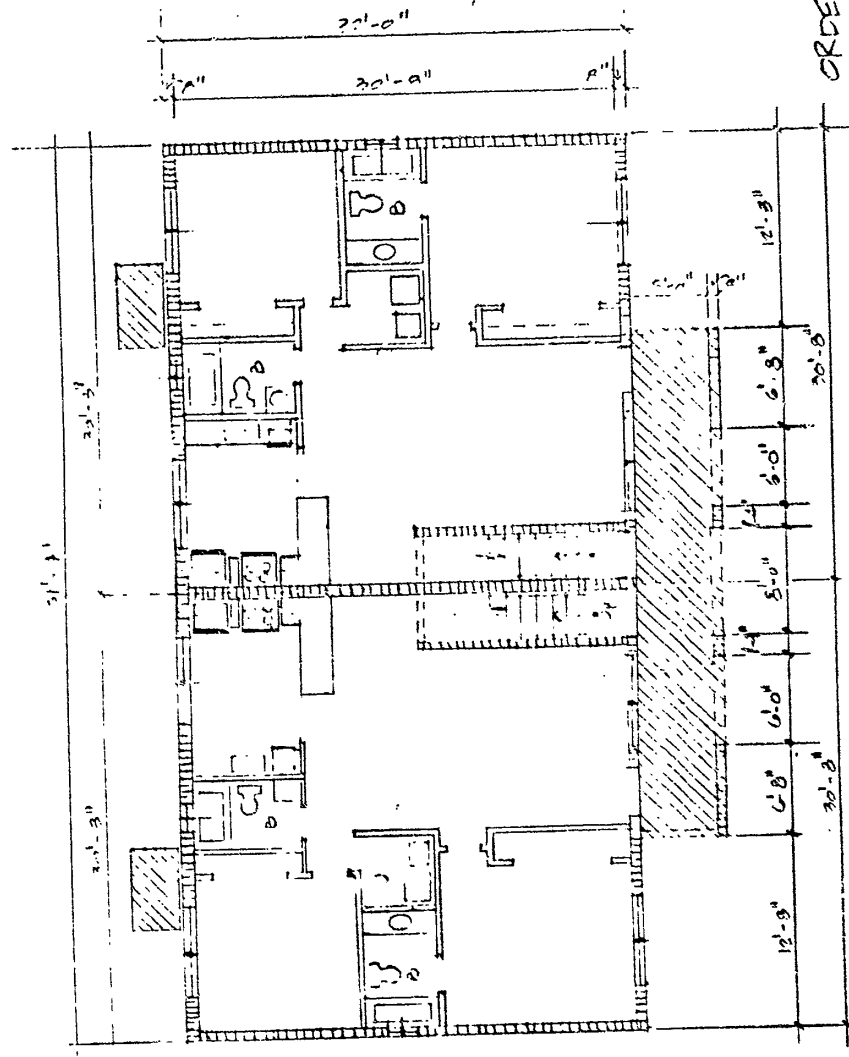
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

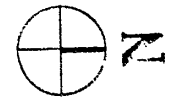
7175 S.W. 87th STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264 9151 BROWARD (305) 763-4739

REC. 1496676 653

0-1E



GROUND FLOOR



- LEGEND:**
- CONDOMINIUM UNIT.
 - LIMITED COMMON ELEMENTS
 - ALL WALLS ARE 3' UNLESS OTHERWISE NOTED.

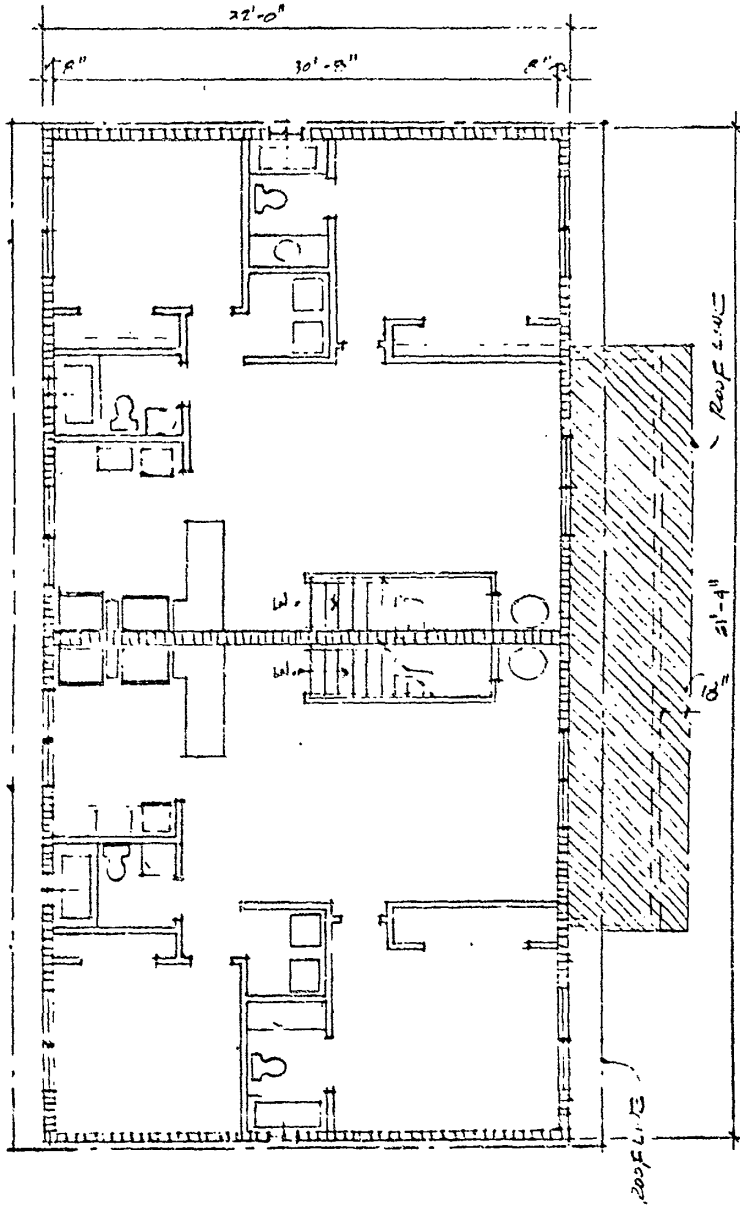
ORDER No. 9012-71
PAGE 2 OF 2 PAGES

EL PRADO XIII A CONDOMINIUM

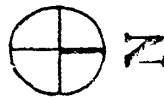
BUILDING 6 UNITS AND FLOOR PLAN.





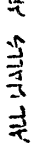
ROOF
ELEVATION



2ND FLOOR



LEGEND:

-  CONDOMINIUM UNIT.
-  LIMITED COMMON ELEMENTS
-  ALL HALLS ARE 3' UNLESS OTHERWISE NOTED

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7135 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 63-4739

OFF. REC. 1496676 654

31-P

ORDER No. 9012-71
PAGE 23 OF 24 PAGES

EL PRADO XIII 'A' CONDOMINIUM'
 BUILDING 7 UNITS AND FLOOR PLAN.

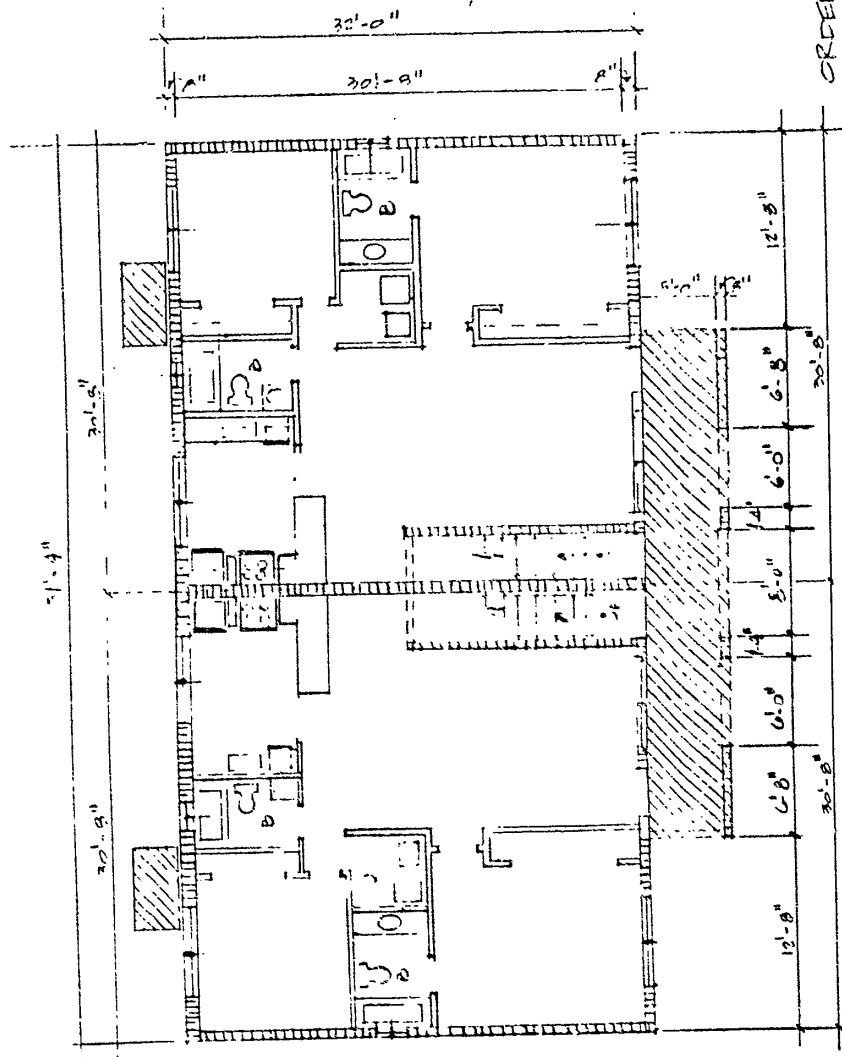


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

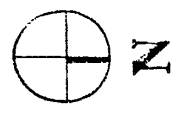
7175 S W 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 783-4733

OFF. REC. 1496676 655

0-13



GROUND FLOOR



LEGEND:
 [Symbol: Dotted pattern] CONDOMINIUM UNIT.
 [Symbol: Hatched pattern] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3" UNLESS OTHERWISE NOTED

ORDER N. 92117
 PAGE 13 OF 22 PAGES

EL PRADO XIII 'A' CONDOMINIUM
BUILDING 7

UNITS AND FLOOR PLAN

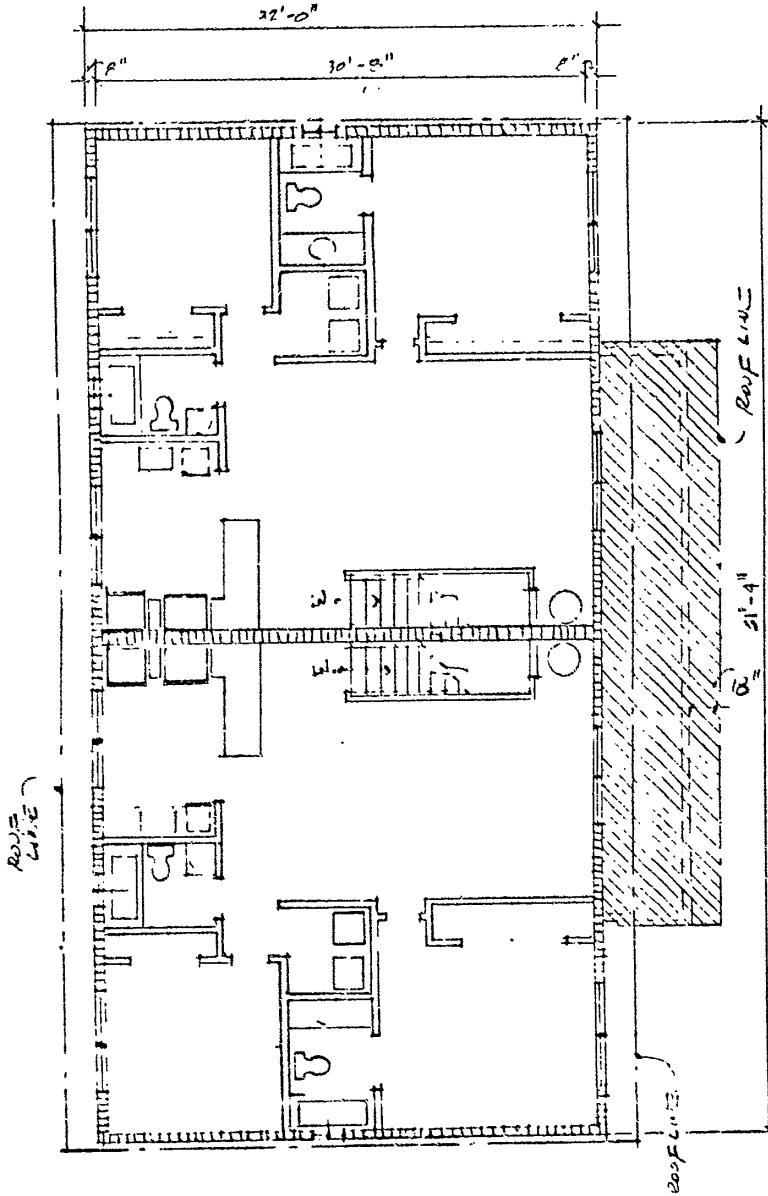


PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S W 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-3151 BROWARD (305) 763-4739

OFF. REC. 1496670 656
31-R



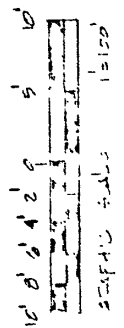
2ND FLOOR



LEGEND:
 CONDOMINIUM UNIT.
 LIMITED COMMON ELEMENTS
 ALL HALLS ARE 3' UNLESS OTHERWISE NOTED

ORDER No. _____
PAGE 21 OF 152 PAGES

EL PRADO XIII 'A' CONDOMINIUM
 BUILDING B
 UNITS AND FLOOR PLAN.

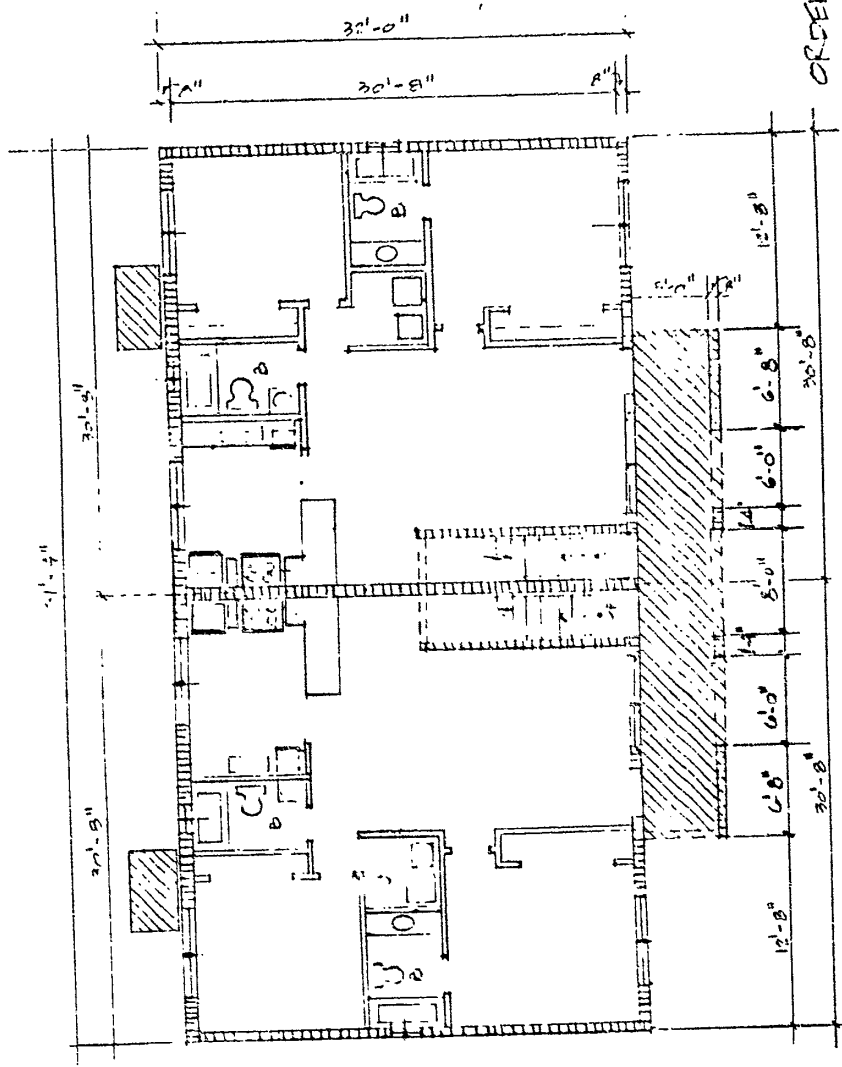


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

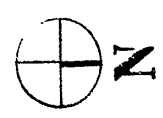
7175 S.W. 6TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4733

OFF. REC. 1496670 657

31-S



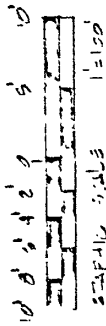
GROUND FLOOR



LEGEND:
 [Symbol: Dotted pattern] CONDOMINIUM UNIT.
 [Symbol: Hatched pattern] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3" UNLESS OTHERWISE NOTED.

ORDER N. _____
 PAGE _____ OF _____ PAGES

EL PRADO XIII A CONDOMINIUM
 BUILDING 8
 UNITS AND FLOOR PLAN



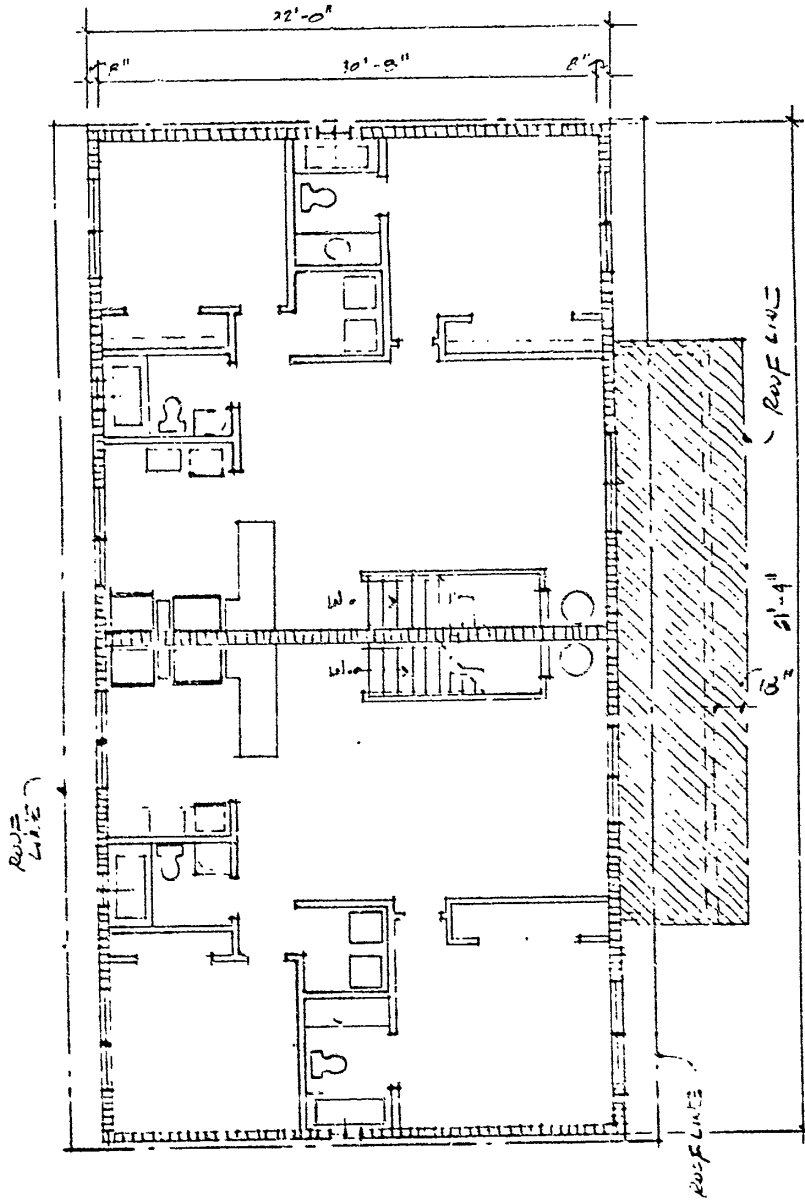
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4733

J-13

OFF. REC. 1496670 658



2ND FLOOR



- LEGEND:**
- CONDOMINIUM UNIT.
 - LIMITED COMMON ELEMENTS
 - ALL WALLS ARE 3' UNLESS OTHERWISE NOTED

ORDER No. _____
 PAGE 3 OF 31 PAGES

EL PEADO XIII 'A' CONDOMINIUM
 BUILDING 9
 UNITS AND FLOOR PLAN.

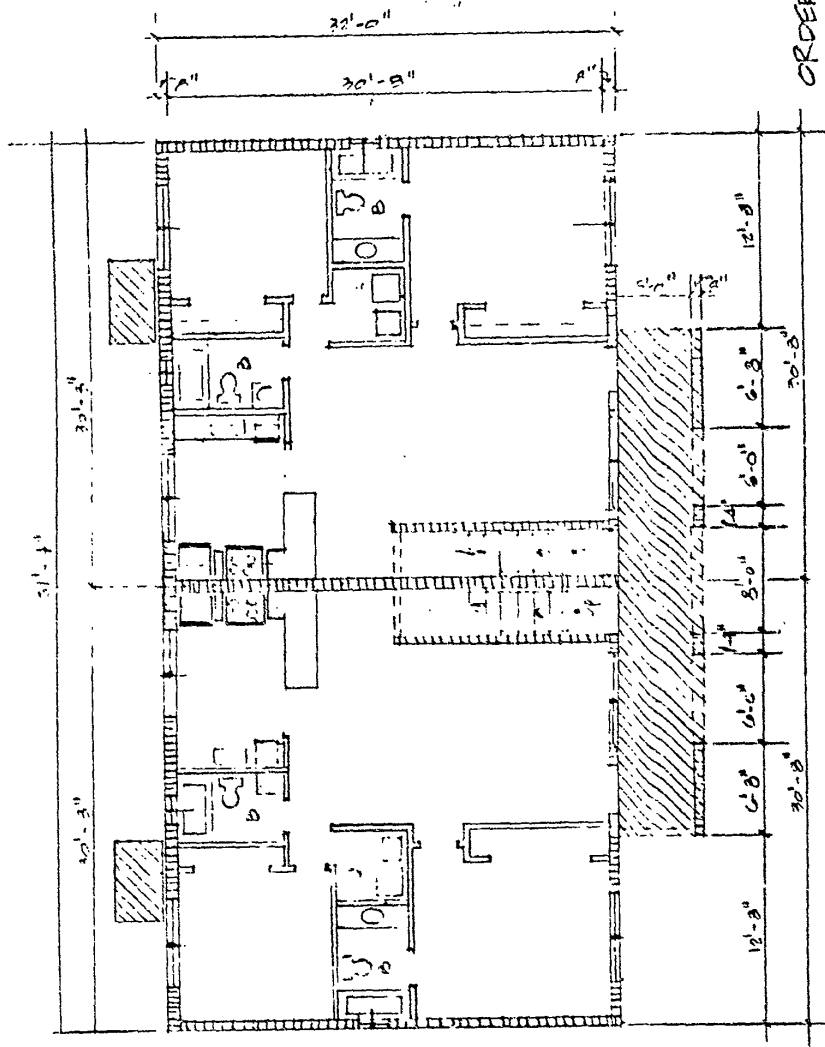


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

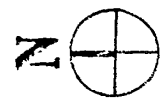
7175 SW 8TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4730

OFF. REC. 1496670 659

31-U



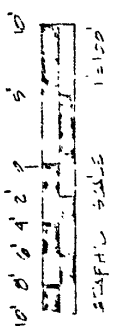
GROUND FLOOR



LEGEND:
 [Symbol] CONDOMINIUM UNIT.
 [Symbol] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3' UNLESS OTHERWISE NOTED

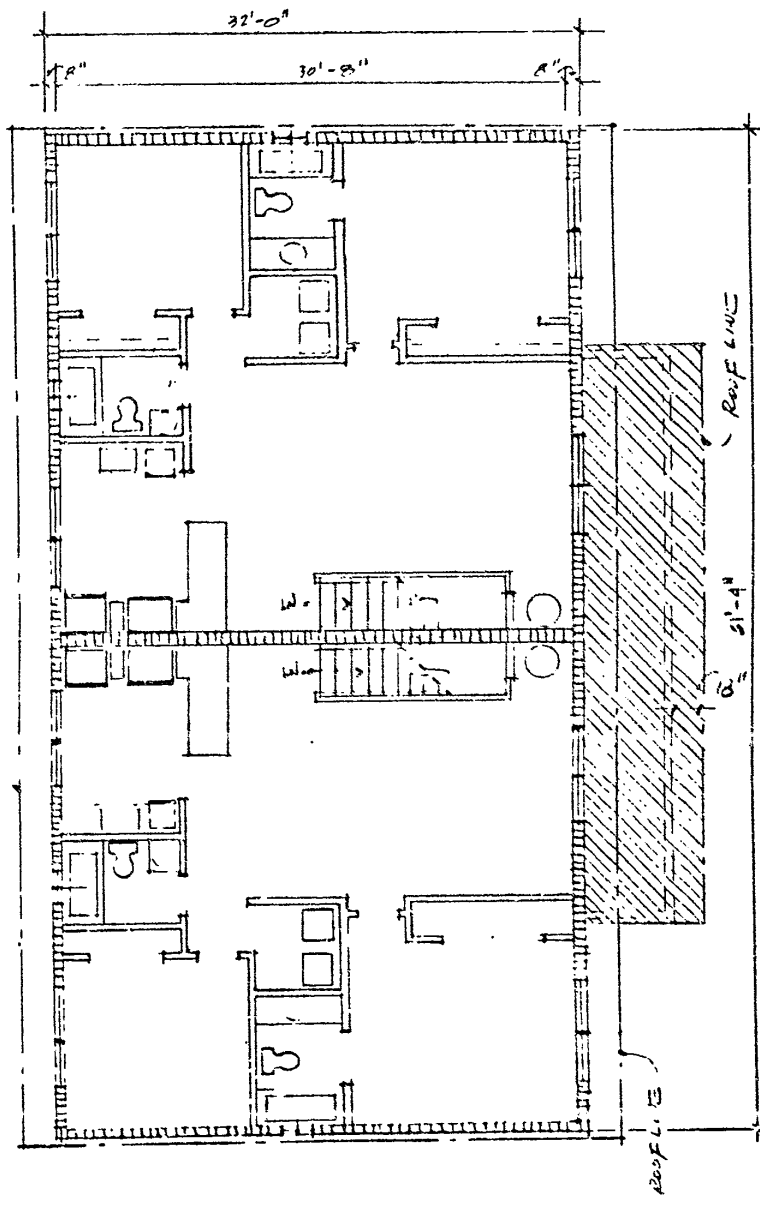
ORDER No. 2211
 PAGE 22 OF 22 PAGES

EL PRADO XIII "A" CONDOMINIUM
 BUILDING 1
 UNITS AND FLOOR PLAN.

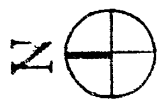


PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.
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A-1E
 OFF. REC. 1496670 660



2ND FLOOR



LEGEND:
 [Symbol] CONDOMINIUM UNIT.
 [Symbol] LIMITED COMMON ELEMENTS
 [Symbol] ALL WALLS ARE 5" UNLESS OTHERWISE NOTED

ORDER N.
 PAGE ... OF ... PAGES

EL PRADO XIII A CONDOMINIUM

BUILDING 10

UNITS AND FLOOR PLAN

10' 0" 6' 0" 4' 2" 9' 0" 5' 10"



GRAPHIC SCALE 1"=100'

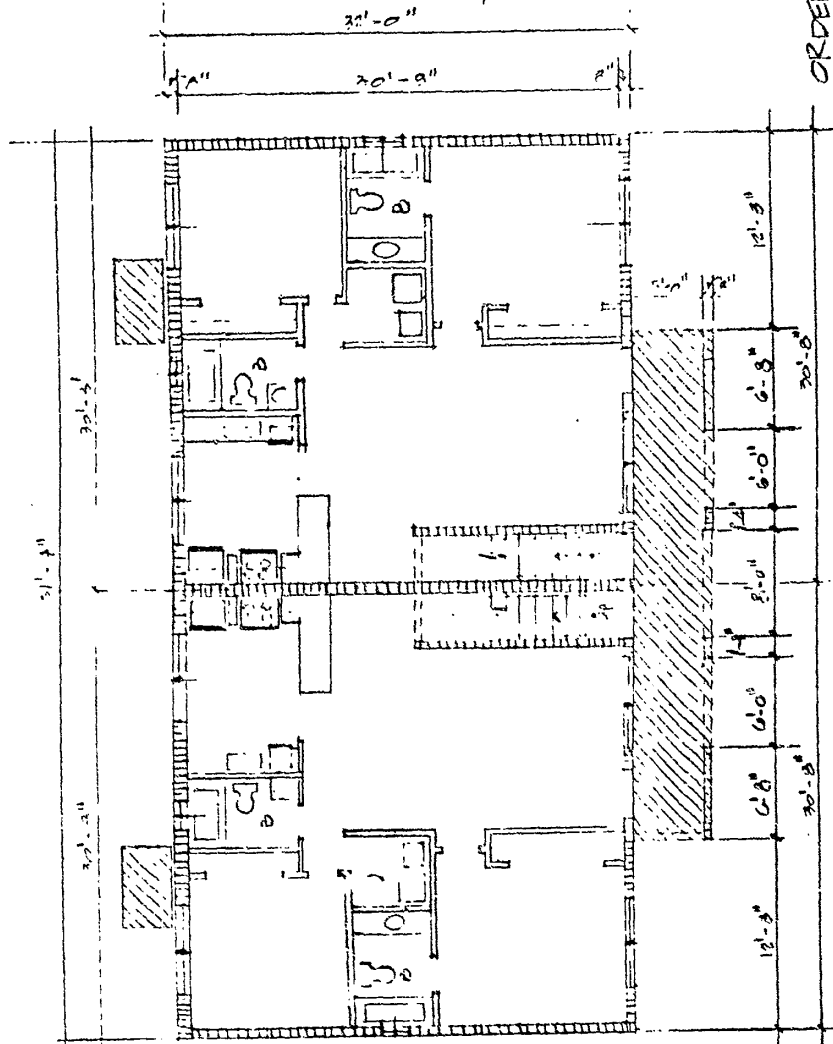
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

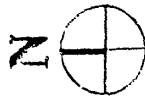
7175 S.W. 47th STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DADE (305)CSA 9151 BROWARD (305)762-739

M-18

OFF. REC. 149667 661



GROUND FLOOR



LEGEND:

CONDOMINIUM UNIT.

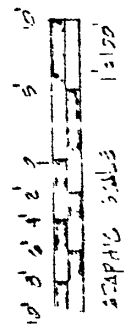
LIMITED COMMON ELEMENTS

ALL DIMS ARE 3' UNLESS OTHERWISE NOTED.

ORDER N. _____

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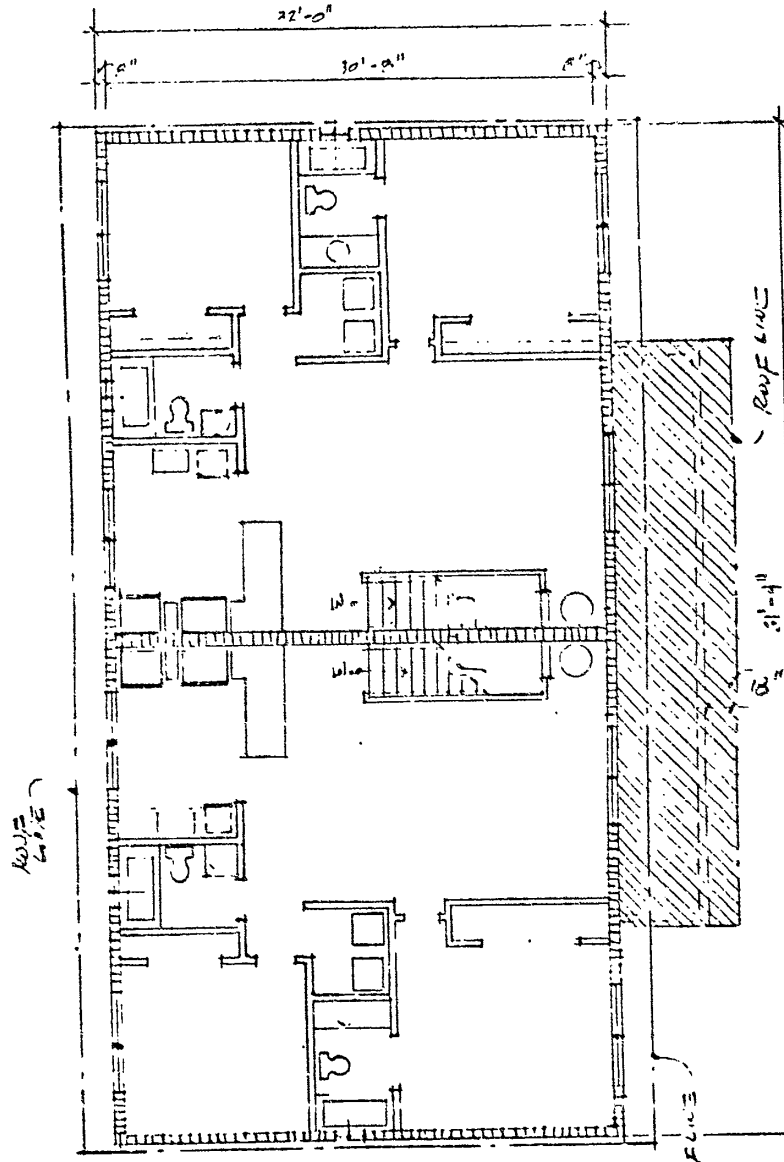
EL PRADO XIII 'A' CONDOMINIUM
 BUILDING 10
 UNITS AND FLOOR PLAN.



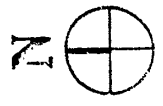
PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.

7175 S W 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4733

X-13 OFF. REC. 1496670 662



2ND FLOOR

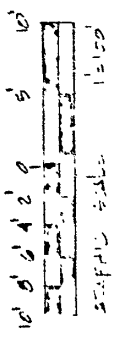


LEGEND:
 [Symbol] CONDOMINIUM UNIT.
 [Symbol] LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3' UNLESS OTHERWISE NOTED

ORDER N.
 PAGE 35 OF 132 PAGES

EL PRADO XIII "A" CONDOMINIUM
BUILDING II

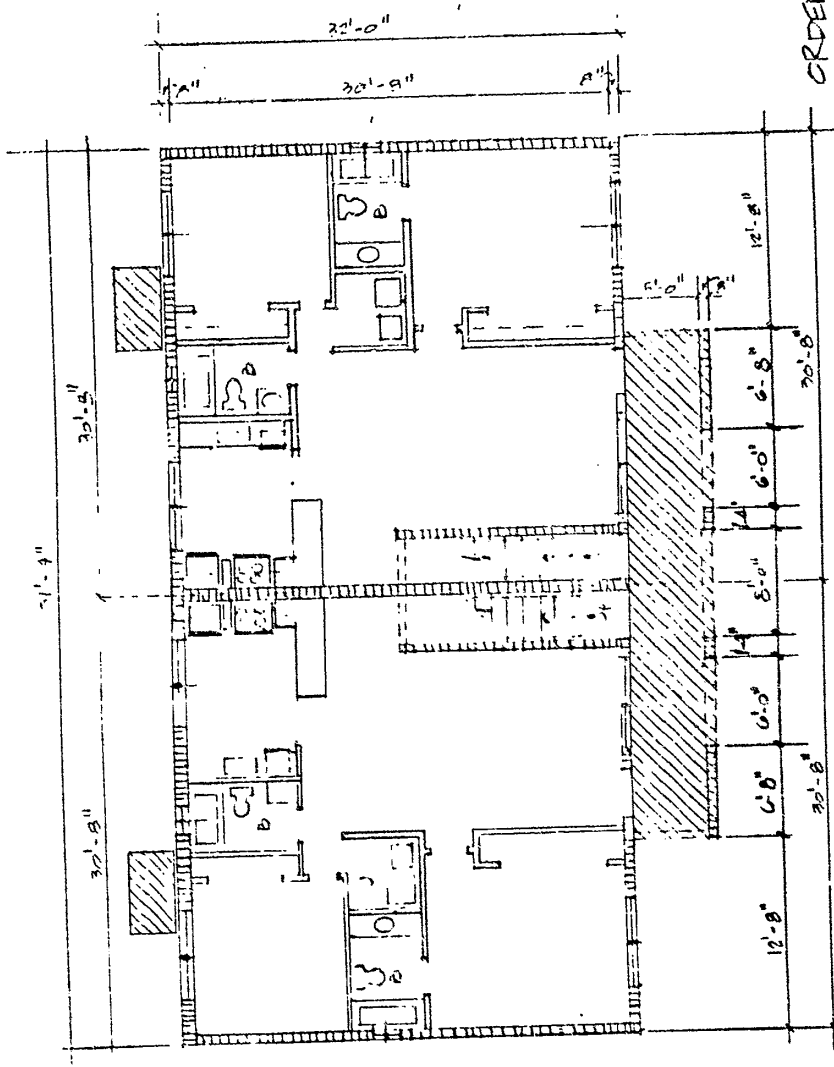
UNITS AND FLOOR PLAN.



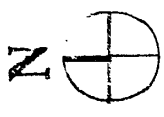
PREPARED BY:
CARIBBEAN LAND SURVEYORS, INC.



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OFF. REC. 1496676 663
A-1E



GROUND FLOOR



LEGEND:
 CONDOMINIUM UNIT.
 LIMITED COMMON ELEMENTS
 ALL WALLS ARE 5' UNLESS OTHERWISE NOTED

ORDER No. _____
PAGE 2 OF 3 PAGES

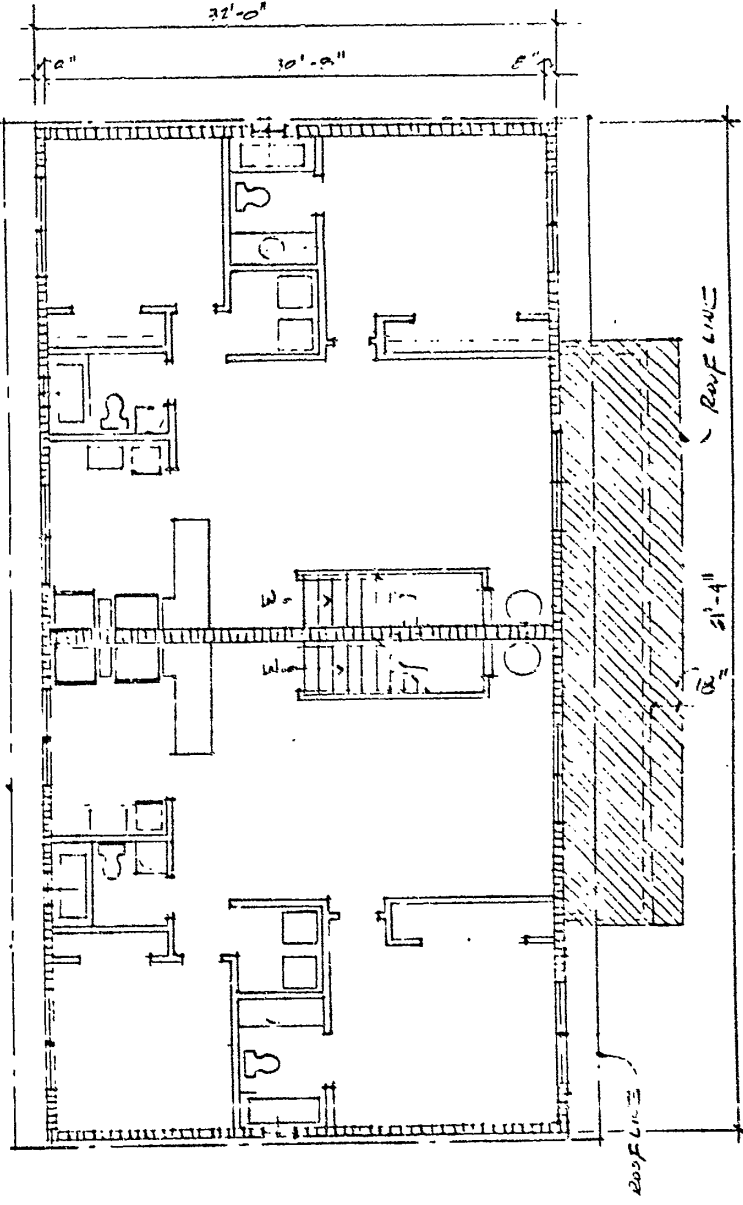
PREPARED BY:
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EL PRADO XIII A CONDOMINIUM
BUILDING II UNITS AND FLOOR PLAN.



ROOF LINE



2ND FLOOR



LEGEND:
[Symbol: Solid rectangle] CONDOMINIUM UNIT.
[Symbol: Hatched rectangle] LIMITED COMMON ELEMENTS.
ALL WALLS ARE 3' UNLESS OTHERWISE NOTED.

ORDER No. _____
PAGE 32 OF 132 PAGES

EL PRADO XIII 'A' CONDOMINIUM
BUILDING 12 UNITS AND FLOOR PLAN.

10' 0" 1' 4" 2' 9" 5' 10"
ALL WALLS ARE 3" UNLESS OTHERWISE NOTED.
STAIRS MAKE 12100'

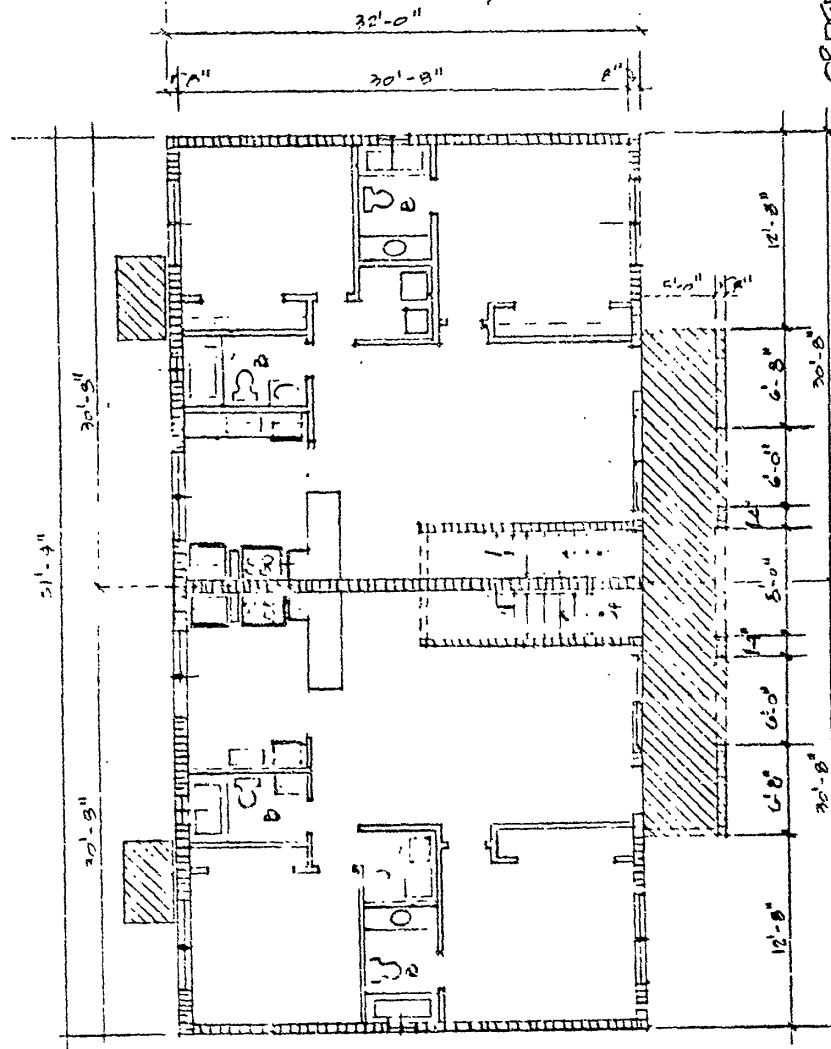
PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

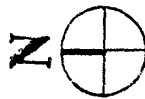
7175 S W 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305)264-9151 BROWARD (305)763-4733

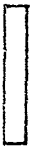

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12-121



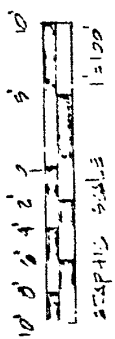
GROUND FLOOR



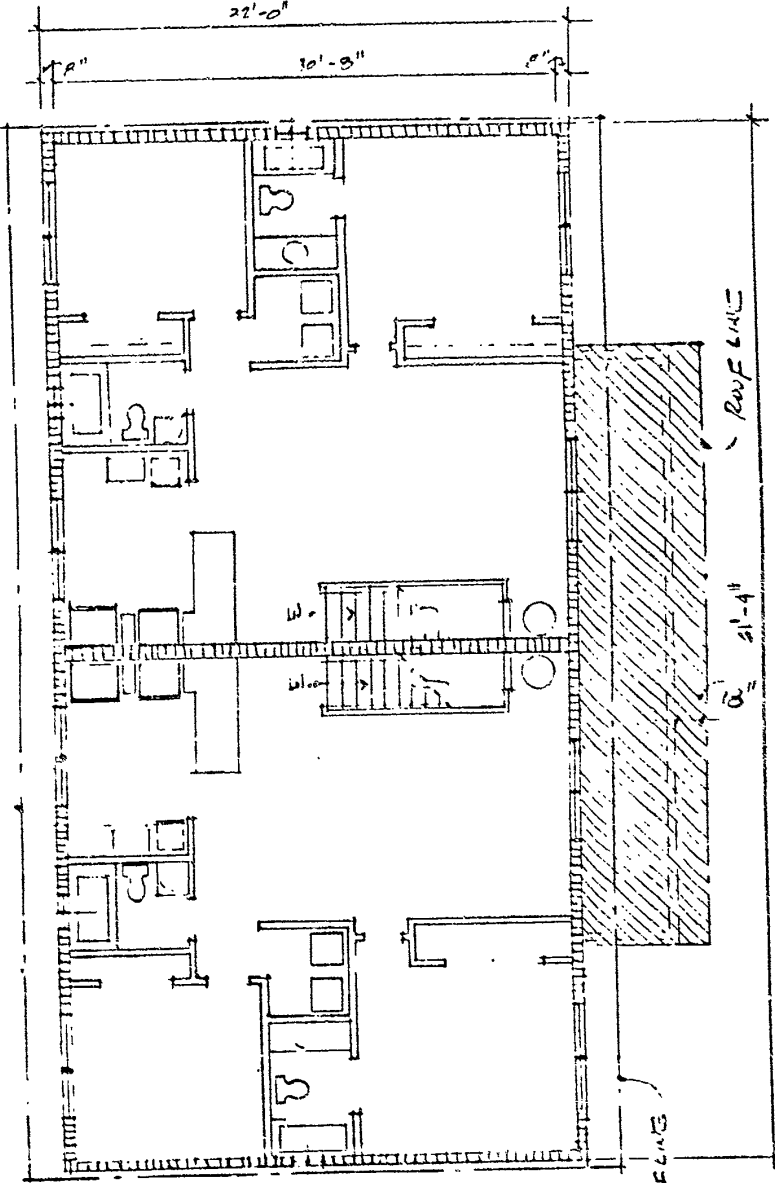
LEGEND:
 CONDOMINIUM UNIT.
 LIMITED COMMON ELEMENTS
 ALL WALLS ARE 3" UNLESS OTHERWISE NOTED.

ORDER N.O. _____
PAGE _____ OF _____ PAGES

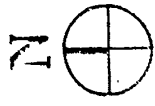
EL PRADO XIII 'A' CONDOMINIUM
 BUILDING 12
 UNITS AND FLOOR PLAN.



ROOF
LINE



2ND FLOOR



- LEGEND:**
- CONDOMINIUM UNIT.
 - LIMITED COMMON ELEMENTS
 - ALL WALLS ARE 3' UNLESS OTHERWISE NOTED

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 SW 87TH STREET, SUITE 218 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4730

OFF. REC. 1496676 666

31-22

ORDER No. _____
 PAGE 37 OF 30 PAGES

EL PEADO XIII 'A' CONDOMINIUM

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • DADE (305) 264-9151 BROWARD (305) 763-4733

Common Elements:

- 1) All lands and all portions of the improvements, not within a Unit or not designated as Limited Common Element, are parts of the Common Elements.
- 2) Areas containing Conduits, Wiring, Ducts, Plumbing, Bearing Walls, Structural Supports, and other such items, regardless of location, serving a Unit or Units, or Limited Common Elements, or Common Elements constitute parts of the Common Elements to the exterior undecorated finished surfaces of said areas.
- 3) All conduits, wirings, ducts, plumbing, and other such items, regardless of location, serving any Unit or Units, Limited Common Elements, constitute parts of the Common Elements.

OFF. REC. 1496670 667.

31-23

ORDER N. _____
PAGE 180 OF _____ PAGES

EL PRADO XIII A CONDOMINIUM

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 8TH STREET, SUITE 216 • MIAMI, FLORIDA 33144 • LADE (305) 264-9151 BROWARD (305) 763-4733

General Notations:

- 1) Dimensions and elevations as shown herein are subject to normal construction tolerances.
- 2) Elevations as shown herein refer to U.S.C. & G.S. Datum and are expressed in feet.
- 3) The proposed plans and elevations were compiled from plans and data prepared by J.L. FUENTES & ASSOCIATES ARCHITECTS PLANNERS
- 4) Areas within the Unit containing conduits, Wiring, Ducts, Plumbing, Bearing Walls, Structural Supports, and other such items serving a Unit or Units, or Limited Common Elements, or Common Elements have been omitted from these drawings for the purpose of clarity.

Units:

- 1) The planes which define the boundary of a Unit are the vertical planes of the interior undecorated finished surfaces of the perimeter walls of the Units as shown on the attached Floor Plans, and the horizontal planes of the interior undecorated finished surfaced of the floor and ceiling.
- 2) A unit is the space bound by the vertical boundary planes and the horizontal boundary planes.
- 3) Dimensions, as shown on the attached Floor Plans, within the individual Units are average dimensions to the interior undecorated finished surfaces of the vertical boundary planes of the Unit.
- 4) Elevations, as shown on the attached Floor Plans, are average elevations to the interior undecorated finished surfaces of the horizontal boundary planes of the Unit.

OFF. REC. 1496676 668

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ORDER NO. _____ PAGE 1 OF _____ PAGES

EL PEADO XIII "A CONDOMINIUM"

PREPARED BY:

CARIBBEAN LAND SURVEYORS, INC.

7175 S.W. 87TH STREET, SUITE 216 • MIAMI, FLORIDA 33141 • DADE (305) 264-9151 BROWARD (305) 753-4733

SURVEYORS CERTIFICATION

The undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that: this Exhibit (pages _____ through _____, of the Declaration of Condominium of EL PEADO XIII, together with the provisions of the aforesaid Declaration of Condominium describing the Condominium Party, is an accurate representation of the location and dimension of the proposed improvements and further, that the identification, location and dimensions of the Common Elements, Limited Common Elements, and of each Unit can be determined from said materials.

Caribbean Land Surveyors Inc.

Signed this 16 day of DECEMBER, 1990

By:

WALTER E. VENEGZA

Professional Land Surveyor # 2106
State of Florida

ATTORNEY'S NOTATION

The graphics herein depicting the proposed improvements have been prepared from buildings plans which are to be filed in Dade County, Florida. When the improvements are substantially completed, and pursuant to these documents will be filed and will consist of the certification of a Surveyor authorized to practice in the State of Florida, certifying that the improvements have been substantially completed and that the material enclosed therein is an accurate representation of the location of the improvements.

REF: 1496676 669

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ORDER No. _____
PAGE _____ OF _____ PAGES

EXHIBIT "E"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(Undivided 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

The fractional portion of undivided shares in the common elements appurtenant to each unit upon Phase 1 being submitted to condominium ownership and upon each additional phase being added and the fractional portion of common expenses and surplus attributed to each unit in Phase 1 and each unit in the condominium as each phase is added is as follows:

	<u>NUMBER OF BUILDINGS</u>	<u>NUMBER OF UNITS</u>	<u>TOTAL IN CONDOMINIUM</u>	<u>EACH UNIT'S FRACTIONAL PORTION</u>
PHASE 1:	12	48	48	1/48
ADDITION TO PHASE 1 OF:				
PHASE 2:	16	64		1/112
PHASE 3:	16	64		1/176
PHASE 4:	16	48		1/224

EXHIBIT "F"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM

(Articles of Incorporation of)
(El Prado XIII Condominium Association, Inc.)

FILED

ARTICLES OF INCORPORATION

1969 DEC 21 PM 3:20

OF

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EL PRADO XIII CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be EL PRADO XIII CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, Chapter 718, Florida Statutes, (the "Act") for the operation of that certain condominium located in Dade County, Florida, and known as EL PRADO XIII CONDOMINIUM ASSOCIATION, INC.

ARTICLE III

Definitions

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

Powers

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act, these Articles, and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments and other charges against members as unit owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium property and other property acquired or leased by the Association for use by unit owners.

(d) To purchase insurance upon the Condominium property and the recreation areas and insurance for the protection of the Association, its officers, directors and members as unit owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the unit owners.

(f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, the Agreement for Deed, and the Rules and Regulations for the use of the Condominium property.

(h) To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) No employee/personnel to perform the services required for proper operation of the Condominium.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

4.4 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

4.5 Limitation. The power of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

ARTICLE V

Members

5.1 Membership. The members of the Association shall consist of all the record owners of units in the Condominium, and, after termination of the Condominium, shall consist of those who are members at the time of the termination and their successors and assigns.

5.2 Assignment. 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 the unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one unit shall be entitled to one vote for each unit owned. However, only those members who have furnished to the Association a copy of the record evidence of their title shall be entitled to vote in membership meetings.

5.4 Meeting. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VI

Term of Existence

The Association shall have perpetual existence.

ARTICLE VII

Subscribers

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

SIDNEY Z. BRODIE, ESQ.
AIRPORT EXECUTIVE TOWER II
PENTHOUSE-I
7270 Northwest 12 Street
Miami, Florida 33126

ARTICLE VIII

Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT:	GERARDO CAPO	1260 Northwest 72nd Avenue			
		Miami, Florida	33126		
VICE PRESIDENT/ SECRETARY:	JULIO CAPO	"	"	"	"
TREASURER:	GRACE FORNES	"	"	"	"

ARTICLE IX

Directors

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the Number of directors determined by the By-Laws, but which shall consist of not less than three (3) directors. Except for directors appointed by the Developer, all directors must be either members of the Association or residents of a unit in the Condominium.

9.2 Duties and Powers All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

9.3 Election Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the

first Board of Directors who shall hold office until their successors are elected and have qualified are as follows:

GERARDO CAPO 1260 N.W. 72nd Ave.
GRACE FORNES 1260 N.W. 72nd Ave.
JULIO CAPO 1260 N.W. 72nd Ave.

ARTICLE X

Indemnification and Insurance

Every director and every officer of the Association, and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time such expenses or liabilities are incurred, except when the director, officer or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Director approves such settlement and reimbursement as being for the interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other right to which such directors or officers may be entitled.

The Board of Directors may, and shall if reasonably available, purchase liability insurance to insure all directors, officers, or agent, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the unit owners as a part of the common expenses.

ARTICLE XI

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XII

Amendments

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) 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, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

(a) By not less than 66-2/3% of the votes of the entire membership of the Association and by not less than a majority of the Board of Directors or

(b) By not less than 75% of the votes of the entire membership of the Association.

12.3 Limitation. provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 and 4.5 of Article IV, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. NO amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or option herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the Amendment.

12.4 Recording. A copy of such amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Dade County, Florida.

ARTICLE XIII

Initial Registered Office Address and Name of Registered Agent

The initial registered office of this corporation shall be at, with the privileges of having its office and branch offices at other places within or not within the State of Florida. The initial registered agent at that address shall be SIDNEY Z. BRODIE, ESQ.

LAW OFFICES OF SIDNEY Z. BRODIE PENTHOUSE-A 7270 N.W. 12th Street, MIAMI, FLORIDA 33126


SIDNEY Z. BRODIE, Subscriber

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 14th day of December, 1990.

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Sidney Z. Brodie known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 14th day of December, 1990.

My Commission Expires:


Notary Public


ACCEPTANCE

"OFFICIAL NOTARY SEAL"
OLGA L. MOLINA
MY COMM. EXP. 7/15/94

HAVING BEEN NAMED to accept Service of Process for the above stated corporation, at the place designated in the foregoing Articles, I hereby accept to act in this capacity and agree to comply with the provision of Florida Statute 48.091 relative to keeping open said office.



SIDNEY Z. BRODIE, ESQ.

EXHIBIT "G"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(By-Laws of)
(El Prado XIII Condominium Association, Inc.)

BY-LAWS

OF

EL PRADO XIII CONDOMINIUM ASSOCIATION INC.
a corporation not for profit under
the laws of the State of Florida

ARTICLE I
Identity

Section 1. These are the By-Laws of EL PRADO XIII CONDOMINIUM ASSOCIATION INC., called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the original Articles of Incorporation of which were filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718 Florida Statutes, called the Condominium Act in these BY-Laws, which condominium is identified by the name EL PRADO XIII CONDOMINIUM ASSOCIATION INC.

Section 2. The mailing address of the Association shall be 7270 NW 12th STREET, MIAMI, FL 33126, until changed by the Board of Directors.

Section 3. The Association shall operate upon the calendar year beginning on the 1st day of January, and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis, or change the calendar year dates, whenever deemed expedient and for the best interests of the Corporation.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation not for Profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II
Definitions

Section 1. All words, phrases, names and/or terms used in these By-Laws, the Declaration of Condominium, and the Articles of Incorporation of the Condominium Association shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instrument otherwise requires.

Section 2. Place of Meeting. Meetings of the membership shall be held at the principal Office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings The annual meeting of the Association shall be held at the office of the Association at 8:00 P.M., Eastern Standard Time, or at such other place and time as the Board of Directors may designate, on the first Wednesday in May of each year, commencing with the first May subsequent to the year in which the Declaration of Condominium is recorded in the Public Records of Dade County, Florida, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Thursday.

Section 4. Special Meetings. Special meetings of the members may

be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of ten (10%) percent of the members. Such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meeting. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, it shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record at his address as it appears in the membership book of the Association, or, if no such address appears, at his last known place of address at least fourteen (14) days, but not more than thirty (30) days, prior to such meeting. The post office certificate of mailing shall be retained as proof of such mailing. The Secretary further shall post said notice in a conspicuous place on the condominium property at least fourteen (14) days prior to any annual or special meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

Section 6. Majority of Owners. As used in these By-Laws, the term "majority of owner;" shall mean owners having the right to vote 50% plus one of the authorized votes at the time of taking any vote.

Section 7. Quorum Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners", as defined in Section 6 of this Article, shall constitute a quorum.

Section 8. 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 adjourn the meeting to a time no later than ten (10) days from the time the original meeting was called and hold the meeting that was adjourned, with additional notice as provided in Section (5) above, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one (1) vote as set forth in the Declaration. The vote of the owners of private units owned by more than one (1) person or by a corporation or other entity shall be represented by the person named on a certificate signed by all the owners of the private units and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one which, by express provisions of statute or of the Declaration of Condominium, or of the Articles of Incorporation, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 10. Proxies. A member may appoint any other member as a proxy. All proxies must be filed with the Secretary at any meeting or meetings for which the proxy was given before the proxy may vote. Any proxy given shall be effective only for the specific meeting for which originally given and any lawful adjourned meeting thereof, provided that in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and further provided that every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows: (a) Roll

call, (b) Proof of notice of meeting or waiver of notice, (c) Reading of the minutes of preceding meeting, (d) Reports of officers, (e) Reports of committees, (f) Election of officers (if election to be held), (g) Unfinished business, (h) New business.

ARTICLE IV
Administration

Section 1. Directors - Number and Qualification. The number of directors that shall constitute the Board shall not be less than three (3) until such time as Developer's control of the condominium is terminated as provided herein. Thereafter, and at the first meeting of the members, the members shall elect five (5) directors. The initial directors need not be members of the Association. Subsequent directors shall be members of the Association.

Section 2. Directors - Election. Directors shall be elected by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled. No member or owner of a unit may cast more than one (1) vote for any person nominated as a director, it being the intent hereof that voting for directors shall be noncumulative.

Section 3. Removal of Directors Subject to the provisions of F.S. 718.301, any member of the Board of Directors may be removed from office, with or without cause, by the vote or agreement in writing, by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 4. Filling of Vacancies. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, as long as the Board is not controlled by the Developer.

Section 5. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act, as delineated in F.S. 718.111, or these By-Laws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to the following:

(a) All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited and provided above.

(b) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

(c) To prepare a detailed report of the acts, accounts and statements of income and expense for the previous year, and present same at the annual meeting of members.

(d) To determine who will act as legal counsel for the Association whenever necessary.

- (e) To determine the depository for the funds of the Association.
- (f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.
- (g) Assess and collect all assessments pursuant to the Condominium Act.

Section 7. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors to perform such duties, services and powers as the Board of Directors may, pursuant to the provisions of the Condominium Act, authorize.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9. Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the annual members' meeting, at such place as shall be fixed by the Board of Directors and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 10. Regular Meeting. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meeting. 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 (as hereinabove provided), 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, on the written request of at least two directors.

Section 12. 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 Director having received seventy-two (72) hours advance notice of the same.

Section 13. 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 present, the majority of those present shall adjourn the meeting.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds, as well as all employees of the management agent employed by the Association, shall furnish fidelity bonds in an amount not less than the greater of (a) the principal sum of \$10,000.00 for each such officer, director or employee (b) a sum equal to 3 months aggregate assessments on all units plus reserve funds. Such fidelity bonds shall name the Association as an obligee and be written in such

greater amount as may be determined by the Directors but in no event for an amount less than that required herein.

Section 15. Initial Contribution. Each of the Developer's immediate grantees (other than the Developer itself, its nominees or a successor or alternate developer) of a unit, at the time of closing upon the sale of such unit shall make an initial contribution to the Association, which contribution shall not be applicable to any future assessment or installments relative to such unit. Such contributions may not be used by the Association until after the Developer's guarantee of and liability for assessments shall have expired which expiration will be the earlier of twelve (12) months after the month in which the first unit in the condominium is conveyed to a purchaser or completion of the entire project. Such contributions shall be segregated and reserved. After the expiration of the Developer's, guarantee set forth in paragraph 11.6 of the Declaration of Condominium as such period may be extended from time to time pursuant to said paragraph, such contributions may be used by the Association for any of its purposes, including past and current expenses, pre-payments, purchase of equipment and other Association purposes, and the same need not be segregated or reserved. The Developer shall be under no obligation under any circumstance to make any initial contributions.

Section 16. Designation of Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary, and may elect one person other than President to more than one office.

Section 17. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 18. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without causes and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 19. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Section 20. Vice-President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 21. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct and he shall, in general, perform all the duties incident to the office of Secretary. The minutes of all meetings of the unit owners and the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representatives and Board members at any reasonable time. Any such minutes shall be retained by the Association for a period of not less than seven (7) years.

Section 22. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 23. Voting by written instrument. The directors may poll the unit Owners in writing on any matters on which the unit owners are, or would be authorized to vote on at the annual meeting or special meeting called for such purpose and the written vote of the members shall determine any such matter based upon the same number of votes as would be required for the passage or defeat of such matter as is provided in the Declaration of Condominium or these By-Laws, or in the absence of a specific provision, the Condominium Act.

Section 24. Amendment to By-Laws. These By-Laws may be amended by a vote of seventy-five (75%) percent of the unit owners present and voting at any regular or special meeting duly called and noticed in accordance with the provisions of Section 5 hereof. The notice shall contain the proposed amendment or amendments which shall be in compliance with Section 718.112(2) (i). No By-Law shall be revised or amended by reference to its title or number only. The full text of any By-Law change shall be set forth in the notice.

Section 25. Transfer of Control. Upon fifteen (15%) percent of the units in the condominium that will be operated ultimately by the Association having been transferred to unit owners, said unit owners shall be entitled to elect one (1) director and simultaneously with the director having been elected, one of the three initial directors shall resign.

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 conveyance of fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the units that will be 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 none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in the condominium.

Notwithstanding the foregoing, Developer may at its election relinquish control prior to the time above provided for.

Section 26. Board Meetings Open to Unit Owners- Notice Required. All regular, special, and/or adjourned meetings of the Board of Directors shall be open to all unit owners and adequate notice of all such meetings shall be posted in a conspicuous place on the condominium property at least seventy-two (72) hours in advance of any special meeting.

Section 27. Budget - Adequacy, Adoption, Limitations, Notice, etc. The Board of Directors shall cause a written notice of the time and place of the meeting of the Board of Directors which will consider the budget. The written notice together with a copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at

which the budget will be considered. If an adopted budget requires assessments against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessments for the preceding year, the Board of Directors, upon written application of ten (10%) percent of the unit owners 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. At the special meeting, unit owners shall consider and enact a budget which may only be adopted by a vote of not less than a majority vote of all unit owners present and voting, either in person or by proxy. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority vote of all unit owners in writing, the budget shall be adopted.

In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, any authorized provision for reasonable reserves for repair or replacement of the condominium property anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. As long as Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar year assessments without approval of a majority of all unit owners.

All notices of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance pursuant to Section 718.112(2)(k) of the Condominium Act, unless the members of the Association by two-thirds vote at a duly called meeting of the Association determine for any particular fiscal year were to provide no reserves or reserves less adequate than required by said Section 718.112(1)(k).

Section 28. Assessments. The annual assessments of the unit owners for their share of the common expenses shall be made payable to the Association or such other person or entity determined by the Board of Directors. Assessments in any event shall be made against unit owners not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

Section 29. Transfer fees for charges. No fee shall be charged in connection with the transfer, lease, sale or sublease of units in excess of expenditures reasonably required for the transfer and sale, which expense shall not exceed \$50.00 and no charge shall be made in connection with an extension or renewal of a lease.

Section 30. Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings, when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

Section 31. Rights of Developer and Assignability. The rights and privileges reserved in the Declaration of Condominium and in exhibits thereto in favor of Developer are assignable by the Developer to any party who may be hereafter designated by Developer to have and exercise such rights on its behalf.

Section 32. Condominium Fire and Life Safety Code. The Board may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance in the

construction of condominium units with the Condominium Fire and Life Safety Code. (FS. 718.112 (m)).

Section 33. Proviso. Neither these By-Laws nor the Certificate of Incorporation of EL PRADO XIII CONDOMINIUM ASSOCIATION, INC. shall be amended so as to adversely affect the rights of any mortgagee who may hold a mortgage on any unit in the Condominium.

The foregoing was adopted as the By-Laws of EL PRADO XIII CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 14 day of December, 1990.

EL PRADO XIII CONDOMINIUM
ASSOCIATION, INC.

BY: 
GERARDO CAPO, PRESIDENT

OFF. 1496670 687
REC.

EXHIBIT "H"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
ESTIMATED ANNUAL AND MONTHLY OPERATING
BUDGET OF THE ASSOCIATION

**EL PRADO XIII, A CONDOMINIUM
 ESTIMATED ANNUAL AND MONTHLY OPERATING
 BUDGET OF THE ASSOCIATION**

CONDOMINIUM PHASE 1 = 48 Units:

For the first year of operation:

	<u>ANNUALLY</u>	<u>MONTHLY:</u>
a) Management and Administration of the Association:	\$ 1,152.00	\$ 96.00
b) Maintenance:	1,404.00	117.00
c) Taxes on Association Property:	936.00	78.00
d) Taxes on Leased Area:	-0-	-0-
e) Insurance:	4,680.00	390.00
f) Security Provisions:	-0-	-0-
g) Other Expenses:		
1. Electricity:	1,056.00	88.00
2. Pest Control:	696.00	58.00
3. Supplies:	696.00	58.00
4. Lawn & Landscape Service:	2,100.00	175.00
5. Trash Removal	1,440.00	120.00
h) Operating capital:	-0-	-0-
i) Accounting Fees: Included in management & administration fees.		
j) Reserves:		
1. Roof Replacement:	3,000.00	250.00
2. Building Painting:	3,504.00	292.00
3. Pavement resurfacing:	600.00	50.00
k) Division of Land Sales and Condominium-Filing Fees:	48.00	4.00
l) Rent for Recreational and other commonly used facilities:	-0-	-0-
	<hr/>	<hr/>
TOTALS:	\$21,312.00	\$1,776.00

EXPENSES FOR INDIVIDUAL UNITS:

ASSESSMENTS:

TYPES "A", "B"	<u>Annually:</u>	<u>Monthly:</u>
1/48	\$444.00	\$37.00

Actual costs and expenses incurred by the Condominium Association may vary depending upon the level of Maintenance and other services required by the Condominium Association.

NOTES

EL PRADO XIII, A CONDOMINIUM, Phase I

Estimated Annual & Monthly Operating Budget of the Association

RESERVES

ITEM	ESTIMATED LIFE OF ITEM	CURRENT EXPENDED LIFE	REMAINING ESTIMATED LIFE	ESTIMATED REPLACEMENT COST	ANNUAL RESERVE REQUIRED	ANNUAL RESERVE CURNT. BAL.
Roof	20 years	-0-	20 years	\$60,000.00	\$3,000.00	-0-
Building Painting	5 years	-0-	5 years	\$17,520.00	\$3,504.00	-0-
Pavement	10 years	-0-	10 years	\$ 6,000.00	\$ 600.00	-0-

Developer's Guarantee of and Liability for Assessments: For the period commencing with the month in which the first unit in the condominium is conveyed to the purchaser thereof and ending at the earlier of (a) twelve months thereafter, or (b) completion of the entire project, 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, as stated in Section 11.6 of 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 deficit. Subsequent to said period, the Developer may extend the guarantee period by agreement between the Developer and a majority of the non developer unit owners.

**EL PRADO XIII, A CONDOMINIUM
ESTIMATED ANNUAL AND MONTHLY OPERATING
BUDGET OF THE ASSOCIATION**

ASSUMING PHASES 1 & 2 ARE BUILT = 112 Units.

For the first year of operation:

	<u>ANNUALLY</u>	<u>MONTHLY:</u>
a) Management and Administration of the Association:	\$ 2,688.00	\$ 224.00
b) Maintenance:	3,279.36	273.28
c) Taxes on Association Property:	2,190.72	182.56
d) Taxes on Leased Area:	-0-	-0-
e) Insurance:	10,926.72	910.56
f) Security Provisions:	-0-	-0-
g) Other Expenses:		
1. Electricity:	2,459.52	204.96
2. Pest Control:	1,632.00	136.00
3. Supplies:	1,632.00	136.00
4. Lawn & Landscape Service:	4,919.04	409.92
5. Trash Removal	3,360.00	280.00
h) Operating capital:	-0-	-0-
i) Accounting Fees: Included in management & administration fees.		
j) Reserves:		
1. Roof Replacement:	7,015.68	584.64
2. Building Painting:	7,884.00	657.20
3. Pavement resurfacing:	1,397.76	116.48
k) Division of Land Sales and Condominium-Filing Fees:	112.00	9.33
l) Rent for Recreational and other commonly used facilities:	-0-	-0-
TOTALS:	\$19,497.00	\$4,125.00

EXPENSES FOR INDIVIDUAL UNITS:

ASSESSMENTS:

TYPES "A", "B"	<u>Annually:</u>	<u>Monthly:</u>
1/112	\$444.00	\$37.00

Actual costs and expenses incurred by the Condominium Association may vary depending upon the level of Maintenance and other services required by the Condominium Association.

NOTES

EL PRADO XIII, A CONDOMINIUM,

Estimated Annual & Monthly Operating Budget of the Association

RESERVES

ITEM	ESTIMATED LIFE OF ITEM	CURRENT EXPENDED LIFE	REMAINING ESTIMATED LIFE	ESTIMATED REPLACEMENT COST	ANNUAL RESERVE REQUIRED	ANNUAL RESERVE CRNT. BAL.
Roof	20 years	-0-	20 years	\$140,300.00	\$7,015.00	-0-
Building Painting	5 years	-0-	5 years	\$ 39,420.00	\$7,884.00	-0-
Pavement	10 years	-0-	10 years	\$ 13,980.00	\$1,398.00	-0-

Developer's Guarantee of and Liability for Assessments: For the period commencing with the month in which the first unit in the condominium is conveyed to the purchaser thereof and ending at the earlier of (a) twelve months thereafter, or (b) completion of the entire project, 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, as stated in Section 11.6 of 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 deficit. Subsequent to said period, the Developer may extend the guarantee period by agreement between the Developer and a majority of the non-developer unit owners.

**EL PRADO XIII, A CONDOMINIUM
ESTIMATED ANNUAL AND MONTHLY OPERATING
BUDGET OF THE ASSOCIATION**

ASSUMING PHASES 1 THRU 3 ARE BUILT = 176 Units.

For the first year of operation:

	<u>ANNUALLY</u>	<u>MONTHLY:</u>
a) Management and Administration of the Association:	\$ 4,224.00	\$ 352.00
b) Maintenance:	5,153.28	429.44
c) Taxes on Association Property:	3,442.56	286.88
d) Taxes on Leased Area:	-0-	-0-
e) Insurance:	17,170.56	1,430.88
f) Security Provisions:	-0-	-0-
g) Other Expenses:		
1. Electricity:	3,720.00	310.00
2. Pest Control:	2,576.64	214.72
3. Supplies:	2,576.64	214.72
4. Lawn & Landscape Service:	7,729.92	644.16
5. Trash Removal	5,280.00	440.00
h) Operating capital:	-0-	-0-
i) Accounting Fees: Included in management & administration fees.		
j) Reserves:		
1. Roof Replacement:	11,024.64	918.72
2. Building Painting:	12,756.00	1,063.00
3. Pavement resurfacing:	2,196.48	183.04
k) Division of Land Sales and Condominium-Filing Fees:	176.00	14.67
l) Rent for Recreational and other commonly used facilities:	-0-	-0-
	<hr/>	<hr/>
TOTALS:	\$78,026.72	\$6,502.23

EXPENSES FOR INDIVIDUAL UNITS:

ASSESSMENTS:

TYPES "A", "B"	<u>Annually:</u>	<u>Monthly:</u>
1/176	\$444.00	\$37.00

Actual costs and expenses incurred by the Condominium Association may vary depending upon the level of Maintenance and other services required by the Condominium Association.

NOTES

EL PRADO XIII, A CONDOMINIUM,

Estimated Annual & Monthly Operating Budget of the Association

RESERVES

ITEM	ESTIMATED LIFE OF ITEM	CURRENT EXPENDED LIFE	REMAINING ESTIMATED LIFE	ESTIMATED REPLACEMENT COST	ANNUAL RESERVE REQUIRED	ANNUAL RESERVE CURNT. BAL.
Roof	20 years	-0-	20 years	\$220,500.00	\$11,025.00	-0-
Building Painting	5 years	-0-	5 years	\$63,780.00	\$12,756.00	-0-
Pavement	10 years	-0-	10 years	\$21,960.00	\$ 2,196.00	-0-

Developer's Guarantee of and Liability for Assessments: For the period commencing with the month in which the first unit in the condominium is conveyed to the purchaser thereof and ending at the earlier of (a) twelve months thereafter, or (b) completion of the entire project, 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, as stated in Section 11.6 of 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 deficit. Subsequent to said period, the Developer may extend the guarantee period by agreement between the Developer and a majority of the non-developer unit owners.

**EL PRADO XIII, A CONDOMINIUM
ESTIMATED ANNUAL AND MONTHLY OPERATING
BUDGET OF THE ASSOCIATION**

FOR THE CONDOMINIUM, PRESUMING ALL PHASES ARE CONSTRUCTED = 224 Units.

For the first year of operation:

	<u>ANNUALLY</u>	<u>MONTHLY:</u>
a) Management and Administration of the Association:	\$ 5,376.00	\$ 448.00
b) Maintenance:	6,558.72	546.56
c) Taxes on Association Property:	4,381.44	365.12
d) Taxes on Leased Area:	-0-	-0-
e) Insurance:	21,853.44	1,821.12
f) Security Provisions:	-0-	-0-
g) Other Expenses:		
1. Electricity:	4,919.04	409.92
2. Pest Control:	3,000.00	250.00
3. Supplies:	3,000.00	250.00
4. Lawn & Landscape Service:	9,838.08	819.84
5. Trash Removal	6,720.00	560.00
h) Operating capital:	-0-	-0-
i) Accounting Fees: Included in management & administration fees.		
j) Reserves:		
1. Roof Replacement:	14,031.36	1,169.28
2. Building Painting:	16,396.80	1,366.40
3. Pavement resurfacing:	2,795.16	232.96
k) Division of Land Sales and Condominium-Filing Fees:	224.00	18.67
l) Rent for Recreational and other commonly used facilities:	-0-	-0-
TOTALS:	<u>\$99,094.00</u>	<u>\$8,258.00</u>

EXPENSES FOR INDIVIDUAL UNITS:

ASSESSMENTS:

TYPES "A", "B"	<u>Annually:</u>	<u>Monthly:</u>
1/224	\$444.00	\$37.00

Actual costs and expenses incurred by the Condominium Association may vary depending upon the level of Maintenance and other services required by the Condominium Association.

NOTES

EL PRADO XIII, A CONDOMINIUM,

Estimated Annual & Monthly Operating Budget of the Association

RESERVES

ITEM	ESTIMATED LIFE OF ITEM	CURRENT EXPENDED LIFE	REMAINING ESTIMATED LIFE	ESTIMATED REPLACEMENT COST	ANNUAL RESERVE REQUIRED	ANNUAL RESERVE CURNT. BAL.
Roof	20 years	-0-	20 years	\$280,620.00	\$14,031.00	-0-
Building Painting	5 years	-0-	5 years	\$ 81,985.00	\$16,397.00	-0-
Pavement	10 years	-0-	10 years	\$ 27,950.00	\$ 2,795.00	-0-

Developer's Guarantee of and Liability for Assessments: For the period commencing with the month in which the first unit in the condominium is conveyed to the purchaser thereof and ending at the earlier of (a) twelve months thereafter, or (b) completion of the entire project, 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, as stated in Section 11.6 of 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 deficit. Subsequent to said period, the Developer may extend the guarantee period by agreement between the Developer and a majority of the non-developer unit owners.

OFF.
REC. 1496676 696

EXHIBIT "I"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(PURCHASE CONTRACT)

EL PRADO XIII, A CONDOMINIUM
PURCHASE CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 19____, by and between AMERI-HOUSING, CORP., a Florida corporation, hereinafter referred to as "Seller", and _____ hereinafter referred to as "Purchaser".

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF TEN PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

1. Seller agrees to sell and Purchaser agrees to purchase:

That certain Condominium Parcel composed of Unit No. _____ in Building No. _____ and the undivided interest in the common elements appurtenant thereto in accordance with and subject to the covenants, conditions, restrictions, easements, terms and other provisions of the recorded Declaration of Condominium of EL PRADO XIII.

(1) TERMS AND CONDITIONS OF SALE:

PURCHASE PRICE:

Model and Basic Sales Price	\$ _____
Add Premiums & Extras (see addendum)	_____
TOTAL PURCHASE PRICE	\$ _____
Minus Down Payment	(a) _____
Mortgage Amount	\$ _____
Closing Costs and Prepayments	(b) _____
TOTAL CASH REQUIREMENT (a+b)	\$ _____

PLUS: Capital contribution to the Association at closing equivalent to two months' assessment of Purchaser's condominium unit of \$ _____ per month:

(2) SCHEDULE OF PAYMENTS:

Initial Deposit (with this contract)	\$ _____
Additional Deposit by _____	_____
Upon Approval	_____
TOTAL (must agree with Total Cash Requirement) ..	\$ _____

(3) PAYMENT OF PURCHASE PRICE. Purchaser agrees to purchase the condominium unit for the price set forth above. The purchase price shall be paid to Seller as follows:

(a) An "initial deposit" to be made on or before the execution of this Agreement by Purchaser

(b) FINANCING- Mortgage. If Purchaser is utilizing the proceeds of a mortgage loan to purchase the Unit, Purchaser within five (5) days after Purchaser's execution of this Agreement shall

execute the necessary papers to make application for a mortgage loan in an amount not to exceed ninety (90%) percent of the Purchase Price, (unless the Purchaser shall seek FHA financing, which financing shall be at the highest allowable amount under FHA guidelines), and immediately notify Seller to which Institutional First Mortgagee said application was made and the amount for which said application was made. Purchaser's application shall be made only to an Institutional First Mortgagee as defined in the Declaration and shall promptly and diligently furnish all requested information within five (5) days after request therefore by Developer or the mortgage lender. Failure to timely provide such information shall be deemed a default under this Agreement. All information provided by Purchaser shall be truthful and accurate, and if found not be accurate and truthful, Purchaser shall be deemed in default and Developer shall have the right to cancel this Agreement and retain any deposit made by Purchaser hereunder. In connection with this requirement Purchaser shall provide lender the necessary forms to authorize disclosure to Developer of all applications, documents and any other financial information submitted by Purchaser to Lender, in connection with Purchaser's application for financing pertaining to this agreement. In the event Purchaser, having undertaken and performed the acts set forth herein fails to qualify for the mortgage loan, Purchaser shall notify Developer in writing of this fact within the earlier of forty-five (45) days from the date of the execution of this Agreement by Developer, or five (5) days of the date of notice to Purchaser from mortgagee of Purchaser's failure to qualify, whereupon Developer shall return any deposit monies paid hereunder, and the parties hereto shall be relieved of all further obligations and liabilities hereunder. If Purchaser fails to timely notify Developer of Purchaser's failure to qualify for the mortgage loan, then without further notice of this Agreement shall become a cash transaction and all provisions set forth herein relative to a mortgage loan as part of the method of payment of the Purchase Price will be deemed null and void. In addition, if Developer determines that Buyer fails to qualify for the mortgage loan due to Purchaser's failure to perform the acts set forth herein, such event shall constitute a default by Purchaser hereunder, entitling Developer to retain all sums paid hereunder.

(b-1) A commitment is considered issued even though it is conditioned upon the Lender receiving verification and confirmation of Purchaser's representation made in the loan application. Developer and Purchaser's lending institution are authorized by Purchaser to investigate Purchaser's character, representations and financial responsibility.

(b-2) If the Purchaser elects not to utilize the financing made available by the Developer then this sale and purchase shall be treated as an all cash transaction.

(c) **FHA APPRAISAL:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement issued by the Federal Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$_____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

(d) **Loan Costs:** In the event Purchaser obtains said mortgage loan, all costs and charges incidental thereto shall be paid by Purchaser.

(e) **Term.** Purchaser and Seller agree that the terms, interest rate, mortgage fee, term and monthly payment of the Mortgage will be determined by the Institutional First Mortgagee.

(f) **Additional Indebtedness and Joinder:** Purchaser agrees to incur no indebtedness subsequent to the date hereof which might jeopardize approval of Purchaser's loan. If the Purchaser is married and the Purchaser's spouse is not named as a Purchaser herein, Purchaser shall cause such spouse to execute the mortgage and other closing documents as required by Lender and Seller. Further, if Purchaser shall apply for any type of Federal or State Housing Bond Authority Mortgage Program, and if it is ultimately determined by the Lender that the Purchaser is over qualified for such assistance, then in that event the Purchaser shall within five (5) days of receipt of said notification immediately apply for standard FHA/VA financing at the then prevailing rates and interest. Purchaser's failure to make said new application in the event of "over" qualification and/or, failure to sign any documents required by the Lender, at any time, within three (3) days of such request shall be deemed an act of default hereunder, and all deposits paid shall be deemed forfeited and this contract shall be rendered null and void and of no further force and effect.

(g) The remaining portion of the purchase price, if any, plus or minus all prorations and adjustments and expenses, shall be paid in cash at time of closing.

4. **CLOSING DATE:** Closing hereunder shall take place on the date designated by the Seller in a notice given by the Seller to the Purchaser, which notice shall be given not less than five (5) days prior to the designated closing date, or when the mortgage lender, if any, providing mortgage financing for the Purchaser's acquisition of the condominium unit, has established and advised Purchaser of a closing date.

4(a) Purchaser will be given a reasonable opportunity to examine Purchaser's Unit with Seller's representative prior to closing, and at that time Purchaser will sign an inspection statement listing any defects in workmanship or materials which Purchaser discovers. If any item listed is actually defective in workmanship or materials in Seller's opinion (keeping in mind the construction standards prevalent in Dade County for similar property), Seller will be obligated to correct those defects, at Seller's cost within a reasonable period of time after closing, but Seller's obligation to correct will not be a ground for deferring the closing, nor for imposing any condition on closing. No escrows or holdbacks of closing funds will be permitted.

4(b) Prior to closing, Purchaser may not have access to or entry to the Property or construction area, store possessions in the Property, or in any way interfere with construction operations.

5. **EVIDENCE OF TITLE.** At time of closing, Seller, at Purchaser's request and expense, shall cause a title binder, in a sum equal to the purchase price, to be delivered to Purchaser guaranteeing the issuance of a standard owner's title insurance policy. Seller shall have no obligation to provide an abstract of title to the Purchaser.

6. **COMPLETION OF CONSTRUCTION:** If construction of the condominium unit referred to in this Agreement and improvements to the common elements are not substantially completed at the time of execution of this Agreement, Seller shall have available at Seller business office a copy of the completed plans and specifications for the construction, which Purchaser may inspect during Seller's

regular business hours.

Seller has disclosed to Purchaser, as required by applicable rules of the Federal Trade Commission, that the type, thickness, R-Value and location of the insulation Seller intends to install which will directly affect Purchaser's dwelling are as follows:

TYPE	THICKNESS	R-VALUE	LOCATION
Spray-cellulose	3/4"	R-3	Exterior Walls
Blown Fiberglass	N/A	R-19	Ceilings

Purchaser understands that all statements regarding R-Value are based solely on information provided Seller by the manufacturers of the insulation with regard to the thicknesses listed and Seller is not responsible for the manufacturers' errors. The foregoing disclosure is also subject to Seller's right to make changes and applicable limitations on Seller's liability to Purchaser as stated in other portions of this Agreement.

If construction of the condominium unit referred to in this Agreement and improvements to the common elements are not substantially completed at the time of execution of this Agreement, the expected date of completion of construction of said condominium unit and improvements to the common elements shall be as listed in the offering circular or prospectus of the condominium. If construction is delayed by events beyond Seller's control (for example, strikes, acts of God, action by the government), the completion date will be extended for an equivalent length of time; provided, however, in any event Seller shall complete the condominium unit within two (2) years from the date hereof.

6(a) MODEL HOMES, CONTINUATION OF CONSTRUCTION AND SALES PROGRAM:

Developer's construction, development and sales program will probably be in progress and continue after closing of the purchase of the Property. Purchaser consents to, after closing, Developer using homes owned by it as models, continuing its construction, development and sales program and maintaining such signs on its property as Developer shall determine. An access easement through the Property is hereby reserved by the Developer for itself and its designees in order to complete the improvements in the dwelling or as may be reasonably required in order to complete construction of the neighboring dwellings. This easement shall continue until sixty (60) days after the completion of the improvements, the dwelling or the neighboring dwellings, whichever occurs last.

7. RIGHTS AFFECTING CONDOMINIUM UNIT: The condominium unit involved in this Agreement is a portion of lands, improvements, and property which have been or, prior to the time of closing, will be submitted to the condominium form of ownership, pursuant to the procedures and requirements established by Chapter 718 of the Florida Statutes. The nature of the rights and undertakings of the Purchaser in acquiring and owning such condominium unit are controlled and will be subject to a Declaration of Condominium, Articles of Incorporation of the Condominium Association, the By-Laws of the Association, and the Rules and Regulations of the Association, and Purchaser acknowledges receipt of the following documents:

- (a) Prospectus
- (b) Declaration of Condominium
- (c) Articles of Incorporation
- (d) By-Laws
- (e) Estimated Operating Budget for the Condominium and schedule of expenses for the units

- (f) Form of Agreement for Sale
- (g) Plot Plan
- (h) Receipt for Condominium Documents
- (i) Escrow Agreement with GATEWAY TITLE COMPANY
- (j) Management Contract and other service contracts with term in excess of one year (if applicable)

Seller reserves the right to modify or amend the above-described documents, provided, however, that no modifications or amendments shall be permitted which would materially affect the rights of the Purchaser or the value of his condominium unit without obtaining the approval of the Purchaser. Copies of amendments and modifications shall be submitted to Purchasers. Nothing herein contained shall require Seller to secure Purchaser's approval to any change in the prices or terms upon which Seller shall sell the remaining condominium units in the Condominium, and any such changes shall be at the sole discretion of the Seller. Purchaser agrees to be bound by each and every of the terms and conditions of the above-described documents subject to the rights granted in Section 718.503(1)(a) of the Act, and to purchase the condominium unit pursuant to this Agreement and the said documents.

8. **ASSESSMENTS:** The Declaration Of Condominium and the By-Laws of the Association require assessments of condominium unit owners by the Condominium Association so as to produce sufficient funds to pay for insurance, maintenance, operation, repair of the Condominium, and otherwise to enable it to perform its undertakings. The amounts of such assessments, which do not include taxes on the Purchaser's condominium unit, are to be set from time to time based upon an estimate of anticipated costs and expenses by the Board of Directors of the Association, of which Association the Purchaser shall be a member. At closing, each Purchaser shall make an initial working capital contribution to the Association in an amount equal to two (2) regular monthly installments of the Association's assessment on Purchaser's condominium unit.

9. SECTION 718.203 OF THE CONDOMINIUM ACT SETS FORTH CERTAIN WARRANTIES THAT ARE AFFORDED PURCHASER BY THE SELLER, CONTRACTOR, SUB-CONTRACTORS AND SUPPLIERS. SAID WARRANTIES ARE THE SOLE AND ONLY WARRANTIES INVOLVED IN THIS TRANSACTION AND SELLER SPECIFICALLY STATES THAT THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH ENLARGE OR EXTEND SUCH STATUTORY WARRANTIES.

10. **DEFAULT BY PURCHASER:** If, on the closing date, Purchaser, without default on the part of the Seller, fails to pay such sums as are required to be made on the closing date or to execute the instruments required of the Purchaser, Seller may without further notice cancel this Agreement for such default, and the payments made under this Agreement to Seller shall be retained by Seller as liquidated and agreed upon damages, and for the purpose of such default at the closing, no further notice need be given by Seller to Purchaser.

10(a) If Purchaser shall default in any of the payments or other obligations of this Agreement, then at the option of the Developer, Purchaser shall forfeit any and all rights under this Agreement, and all deposits by Purchaser may be retained by Developer as agreed and liquidated damages. Developer's liability for its default or cancellations shall be limited to the return of Purchaser's deposits.

10(b) If Purchaser fails to honor Purchaser's promises or to perform Purchaser's obligation under this Agreement (including making deposits and executing required documentation of Lender) Purchaser will be in "default". If Purchaser is still in default five (5) days after Seller sends Purchaser notice of it, Seller can cancel this Agreement. If, however, purchaser's default is in failing to close on the scheduled date (without having first arranged a postponement of that date acceptable to Seller in

writing in Seller's discretion), then Seller may cancel this Agreement without giving Purchaser any prior notification or opportunity to close at a later date.

Upon Purchaser's default (and the expiration of any notice period, if applicable, all Purchaser's rights under this Agreement will end and Seller can resell the Unit without any accounting to Purchaser. Purchaser understands that since Seller has taken the Unit off the market and spent money on sales, advertising and promotion, Purchaser's default will damage Seller. As compensation for this damage, in the event Seller cancels this Agreement because of Buyer's default, Buyer authorizes Seller to keep all deposits and other advance payments Buyer has made (and all interest earned on them) as liquidated damages (and not as a penalty). This is because there is no other precise method of determining Seller's damage. Seller will have no right of specific performance and agrees not to take any other action against Purchaser because of Purchaser's default. Buyer promises not to sue for the return of any part of Purchaser's deposits or other payments. Any damage or loss that occurs to the Unit while Purchaser is in default will not affect Seller's right to liquidated damages.

10(c) Time shall be considered to be of the essence of this Agreement. In the event of delay in closing or extension of the closing date caused by or requested by Purchaser, or lender the Purchase price shall be increased by Twenty-Five and no/100 (\$25.00) Dollars for each day the closing is delayed. Delays to allow time to correct title defects shall not be deemed caused by or requested by Purchaser.

11. **REMEDIES:** One of Purchaser's remedies against Seller for Seller's default is to obtain a refund of Purchaser's deposits with accrued interest, if any. If Purchaser accepts said return of deposit, Seller will be relieved of all obligations under this Agreement.

12. **CLOSING CHARGES AND TRANSFER OF TITLE:** The Closing Statement shall be prepared by Seller exclusively, and shall provide for the Purchaser to pay the balance of the purchase price, all mortgage closing costs, including, but not limited to points, interest, tax escrow, flood insurance and title insurance. Taxes shall be prorated and Purchaser shall pay documentary stamps, surtax and recording the Warranty Deed, as well as Capital Contribution and title insurance. Title to the condominium unit shall be conveyed by good and sufficient Warranty Deed. It is understood and agreed that Purchaser is purchasing the subject condominium unit subject to the terms set forth herein, and that title to the property which Purchaser will acquire pursuant to this Agreement will be good, marketable and/or insurable subject only to the following:

- (a) Conditions, restrictions, limitations and easements of record, common to the area in which the property lies; and
- (b) Taxes, pending municipal liens and easements existing and to be created for ingress and egress to the property; and
- (c) Facts that a survey or personal inspection of the property will disclose; and
- (d) Mortgage, if any, in favor of a mortgage lender in connection with the condominium unit, as contemplated by this Agreement; and,
- (e) Covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of EL PRADO XIII A CONDOMINIUM, and Articles of Incorporation, By-Laws, and the Rules and Regulations of EL PRADO XIII, A CONDOMINIUM.

13. **RECEIPT OF DEPOSIT/ESCROW AGENT:** Purchaser may obtain a receipt for his deposit from the Escrow Agent upon written request, addressed to GATEWAY TITLE COMPANY Escrow Agent for AMERIHOUSING, CORP., 7270 NW 12TH STREET PH-1, MIAMI, FLORIDA 33126, pursuant to Escrow Agreement which is incorporated herein.

14. **ASSIGNMENT OF AGREEMENT:** This Agreement may not be recorded or assigned without the written consent of the Seller, it being specifically agreed and understood that Purchaser's interest in this Agreement and the Condominium shall be considered as personal property until the Purchaser shall have closed this transaction and received his deed.

15. **NOTICE:** Notice, when required to be given under this Agreement, shall be in writing and when furnished by mail, the same shall be effective and time period shall commence from the time of deposit in the United States mail, properly addressed to the point of destination.

16. **ENTIRE AGREEMENT:** This Agreement will supersede any and all undertakings and agreements between the parties hereto, and it is mutually understood and agreed that this Agreement represents the entire understanding between the parties hereto and no representations or inducements prior hereto which are not included and embodied in this Agreement shall be of any force and effect. This Agreement may be modified or amended only in writing signed by the Purchaser and the Seller.

16(a) In the event of any litigation arising out of this Agreement, Purchaser shall pay the Developer's reasonable attorneys fees and costs in the event Developer prevails in any such litigation.

16(b) Purchaser agrees to waive the right to trial by jury in the event legal proceedings are instituted by either party hereto in connection with this Agreement.

16(c) This Agreement shall not be recorded. In the event the Purchaser records this Agreement, said recording shall constitute an act of default under the Agreement.

17. Florida Law requires that the following notification included in the contract for Purchase and Sale of improved property in this State:

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSON WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

18. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS

ADVERSE TO THE BUYER ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day _____, 19____.

Signed in the presence of:

SELLER:

AMERI-HOUSING, CORP.

By: _____
AUTHORIZED REPRESENTATIVE

ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO SELLER (DEVELOPER) PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE SELLER (DEVELOPER).

PURCHASER:

EXHIBIT "J"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM

(Rules and Regulations for El Prado XIII Condominium)
(Association, Inc.)

**RULES AND REGULATIONS
FOR
EL PRADO XIII, A CONDOMINIUM**

Condominium living requires that each owner regulate the occupancy and use of his unit and the common elements so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of his unit. With this in mind, certain initial rules and regulations have been established by EL PRADO XIII CONDOMINIUM ASSOCIATION to protect each owner's right to the quiet enjoyment of his property. These Rules and Regulations are as follows:

1. Each unit owner, at his own expense, shall maintain in good condition and repair his unit and all interior surfaces within or surrounding his 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 fixtures, including the air conditioning system and all appliances in his unit.

2. Units shall be used only for residential purposes, as a single family private dwelling for the unit owner, the members of his family and social guests and for no other purposes. Units may not be used for business use or for any commercial use whatsoever.

3. One pet, which may be only a small caged bird, a cat or a dog, forty (40) pounds or under, may be kept in a unit. No pets shall be permitted on any condominium property (other than a unit) unless leashed or caged, as appropriate, and pets shall be walked only on condominium property designated by the condominium association. No pets shall be permitted in any recreation area at any time. Any unit owner who keeps a pet shall hold the association harmless against any and all claims, debts, demands, obligations, costs and expenses which may be sustained or asserted against the association or the board of directors because of acts of any such pet committed in or about the condominium, and the unit owner will be responsible for repair of all damage caused by such pet.

4. Common elements shall not be obstructed, littered, defaced or misused in any manner.

5. No structural changes or alterations shall be made in any unit, except upon approval, in writing, by the board of directors of the association and the approval of the institutional first mortgagee, if any, encumbering said unit.

6. No unit owner or occupant of a unit shall post any advertisement or posters of any kind in or on the unit or the condominium property except as authorized, in writing, by the board of directors of the association.

7. No clothes line or similar devices shall be allowed on any portion of the condominium property by any person, firm or corporation without the written consent of the board of directors of the association. No rugs, etc., may be dusted from the windows of the units. Rugs, etc., may only be cleaned within the units and not in any other portion of the condominium. All garbage and trash shall be deposited in the locations designated.

8. Owners and occupants of units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers or other loud speakers in said unit so as not to disturb the other persons and parties occupying other units. They shall not operate or permit to be operated a phonograph, radio, television or other loud speaker in any unit between the hours of 11:00 o'clock P.M. and the following 8:00 A.M. o'clock A.M., if the same shall disturb or annoy other occupants of the condominium.

9. No owner or occupant of a unit shall install wiring for electrical or telephone installations, nor install any type of television antennas, machines or air conditioning equipment, etc., except as authorized, in writing, by the board of directors of the association.

10. No cooking shall be permitted on any balcony or roof deck of any unit.

11. No flammable, combustible, or explosive fluids, chemical or substance shall be kept in any unit or storage area, except such as required for normal household or permitted business use.

12. Attic access is only for maintenance and service personnel authorized by the Association.

13. Waterbeds are not to be permitted, except in ground floor units, or with the prior written approval of the association.

EXHIBIT "K"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(Escrow Agreement)

ESCROW AGREEMENT

THIS AGREEMENT made this 14th day of December, 1990 by and between GATEWAY TITLE COMPANY, whose principal place of business is 7270 NW 12TH STREET PH-1, MIAMI, FLORIDA, 33126, hereinafter referred to as Escrow Agent, and AMERI-HOUSING, CORP., a Florida corporation, having an office at 1260 NW 72ND AVENUE, Miami, Florida 33126, hereinafter referred to as Developer.

W I T N E S S E T H:

WHEREAS, Developer proposes to construct and develop a condominium project known as EL PRADO XIII, A CONDOMINIUM, in Dade County, Florida.

WHEREAS, Developer intends to enter into contracts for the sale and purchase of units in said condominium, each of which is hereafter called the Contract; and

WHEREAS, Developer desires to make arrangements to escrow a portion of the deposit on each Contract in accordance with the provisions of the Florida Condominium Act (Section 718.202(1), Florida Statutes); and

WHEREAS, Escrow Agent has consented to hold all deposits it receives pursuant to the terms and provisions hereof;

NOW, THEREFORE, the Escrow Agent and the Developer agree as follows:

1. From time to time, Developer will deliver checks payable to or endorsed to GATEWAY TITLE SPECIAL ESCROW ACCOUNT, as Escrow Agent, which will represent a portion of deposits on Contracts, together with a copy of each executed Contract and a "Receipt of Escrow Deposit" in the form of Exhibit "A" attached to this Agreement. The Escrow Agent shall acknowledge receipt of the deposit upon the form, Exhibit "A", attached and deliver an executed copy of the same to the Developer and the individual unit purchaser.

2. The Escrow Agent shall disburse the purchaser's deposit escrowed hereunder, and a prorata portion of any interest earned thereon, (there shall be no requirement that the deposits be placed in an interest bearing account) in accordance with the following:

(a) To the purchaser within five (5) days after receipt of the Developer's written certification that the purchaser has properly terminated his Contract. Furthermore, the Escrow Agent is not responsible for releasing monies directly to the Developer except as a down payment on the purchase price at the time a contract is signed by the Purchaser if provided in the Contract.

(b) To the Purchaser without qualification, upon receipt of the Purchaser's written request, delivered to the Developer or the Escrow Agent.

(c) If the deposit of a purchaser, together with any interest earned thereon, has not been previously disbursed in accordance with the provisions of 2(a) and 2(b) above, the same shall be disbursed to the Developer upon receipt from the Developer of a closing statement or other verification signed by the purchaser, or his attorney or authorized agent, reflecting that the transaction for the sale and purchase of the subject condominium unit has been closed and consummated; provided, however, that no disbursement shall be made under this subparagraph 2(c) if, prior to the disbursement, the Escrow Agent receives from purchaser written notice of a dispute between the purchaser and Developer,

and Escrow Agent may then proceed in accordance with the other provisions of this Agreement.

(d) The Escrow Agent shall at any time make distribution of the purchaser's deposit and any interest earned thereon upon written direction duly executed by the Developer and purchaser.

3. The Escrow Agent shall deposit the deposits received hereunder in checking accounts insured by an agency of the United States and (if agreed to by Escrow Agent and Developer) in securities of the United States or any agency thereof.

4. Upon billing, the Developer agrees to pay the Escrow Agent agreed compensation for its services to be performed hereunder, not less frequently than quarterly. The Escrow Agent shall have a lien on any interest earned upon the escrowed funds, ensuring to the benefit of the Developer, as security for the payment of its compensation for services rendered hereunder, together with all reimbursable costs and expenses to which it is entitled hereunder.

5. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertion contained in such writing or instrument; and may assure that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposits and for disbursements of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Upon the Escrow Agent disbursing the deposit of a purchaser in accordance with the provisions hereof, the escrow shall terminate as regards said purchaser's deposit, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

6. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the option of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and Developer agrees to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages, judgment, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of the Escrow Agent.

7. In the event of disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety, of any action contemplated by the Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader to resolve the said disagreement. Escrow Agent shall be indemnified by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

8. The Escrow Agent may resign at any time upon the giving of thirty (30) days written notice to the Developer. If a successor Escrow Agent is not appointed within thirty (30) days after notice of resignation, the Escrow Agent may petition any court of

competent jurisdiction to name a successor Escrow Agent and the Escrow Agent herein shall be fully relieved of all liability under this Agreement to any and all parties, upon the transfer of the escrow deposit to the successor Escrow Agent either designated by the Developer or appointed by the Court.

9. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement shall be made a part, in its entirety, of any prospectus or offering circular (required by Section 718.503-505, F.S.), distributed to purchaser or prospective purchasers of condominium units in the project to be known as EL PRADO XIII, A CONDOMINIUM.

10. This Escrow Agreement shall be expressly incorporated by reference in all Contracts between Developer and purchasers.

11. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

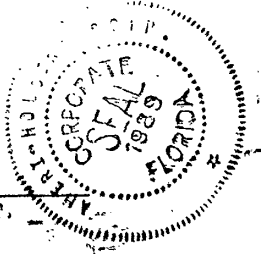
WITNESSES:

Olga Molina

Guada S. Sibaus

AMERI-HOUSING, CORP.

BY: [Signature]
GERARDO CAFO, PRESIDENT.



WITNESSES:

Olga Molina

Guadalupe

GATEWAY TITLE COMPANY,

BY: [Signature]
SIDNEY Z. BRODIE, PRESIDENT



EXHIBIT "L"

TO

DECLARATION OF CONDOMINIUM
EL PRADO XIII, A CONDOMINIUM
(Escrow Receipt)

RECEIPT OF ESCROW DEPOSIT

THIS RECEIPT OF ESCROW DEPOSIT is made a part of that certain Agreement between AMERI-HOUSING, CORP., a Florida corporation, as SELLER, and as _____ PURCHASER, concerning Condominium Unit NO. _____ in Building No. _____ of EL PRADO XIII, A CONDOMINIUM. Pursuant to Section 718.202(1), Florida Statutes, the ESCROW AGENT, in connection with the above-captioned sale, is Gateway Title Company, 7270 NW 12th Street, PH-1, Miami, Florida 33126. All deposits made pursuant to Section 718.202(1), Florida Statutes, will be deposited in an escrow account by Gateway Title Company and held pursuant to the Florida Statutes.

By execution hereof, the ESCROW AGENT acknowledges receipt of the sum of \$ _____, to be held in escrow pursuant to the terms of this contract and otherwise, in accordance with the Florida Statutes. The PURCHASER may obtain a receipt for any deposit made hereunder for the ESCROW AGENT upon request.

DATED AT Miami, Dade County, Florida, on this _____ day of _____, 1990.

GATEWAY TITLE COMPANY

BY: _____

EXHIBIT "M"

TO

**DECLARATION OF CONDOMINIUM
EL PRADO XIII, A CONDOMINIUM
(Form of Warranty Deed)**

WARRANTY DEED

THIS WARRANTY DEED, made this ____ day ____ of 19____, by and between AMERI-HOUSING, CORP., a Florida Corporation, as Grantor, and _____ as Grantee(s), whose mailing address is: _____

W I T N E S S E T H :

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, to it in hand paid by the Grantee(s), the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee(s), his (their) heirs and assigns forever, the following described real property, located and situate in the county of Dade and State of Florida, to wit:

Condominium Unit No. _____, Building No. _____, of EL PRADO XIII, PHASE _____, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book _____ at Page _____, of the Public Records of Dade County, Florida.

TOGETHER WITH all carpeting, appliances and fixtures contained herein.

This conveyance is subject to the following:

- 1. Taxes and assessments for the year of 199__ and subsequent years.
- 2. Conditions, restrictions, limitations, easements and covenants of record; and applicable zoning ordinances.
- 3. Conditions, restrictions, liens, covenants, terms and other provisions set forth in the Declaration of Condominium described above and each Exhibit attached thereto.

The benefits and obligations hereunder shall inure to and be binding upon the theirs, executors, administrators and successors or the Grantee(s) and the Grantor warrants title to all the premises hereby conveyed and will defend the same against the lawful claims of all person whomsoever.

Signed, sealed and delivered in the presence of:

AMERI-HOUSING, CORP.

By: _____

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared _____ as _____ of AMERI-HOUSING, CORP., a Florida corporation, to me known to be the person described in and who executed the forgoing Warranty Deed and acknowledged the execution thereof to be his and purposes therein mentioned; and that he and purposes therein mentioned; and that he

affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal this _____ day of _____, 199__.

My Commission Expires:

Notary Public, State of Florida

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE (S)

Grantee(s) acknowledge(s) that he (they) has (have) read the Declaration of Condominium described in the foregoing Warranty Deed, and the Exhibits thereto understand(s) that each and every provision of the said documents is made for the benefit of all owners of the Condominium and is essential to the successful operation and management of said condominium property; and covenant(s) for himself (themselves), his (their) heirs, successors and assigns forever to abide by each and every provision of said Declaration and the Exhibits thereto.

Signed in the presence of:

GRANTEE
GRANTEE

STATE OF FLORIDA :

SS

COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared

_____ well known and known to me to be the individual(s) described in and who executed the foregoing Warranty Deed as Grantee(s), and acknowledged before me that he (they) executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my signature and official seal this _____ day of _____, 199__.

My Commission Expires:

Notary Public, State of Florida

This instrument prepared by:

LAW OFFICES OF SIDNEY Z. BRODIE
SIDNEY Z. BRODIE, ESQ.
7270 N.W. 12 ST., PH-I
MIAMI, FLORIDA 33126

Record and Return to:

LAW OFFICES OF SIDNEY Z. BRODIE
7270 N.W. 12TH ST., PH-I
MIAMI, FLORIDA 33126
(305) 477-1155

OFF. REC. 1496670 717

EXHIBIT "N"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(Receipt for Condominium Documents)

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: EL PRADO XIII, A CONDOMINIUM

Address of Condominium: Approximately West 32nd Avenue and 76th Street, Hialeah, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

ITEM	RECEIVED
Prospectus Text	
Declaration of Condominium & Amendments	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	n/a
Ground Lease	n/a
Management and Maintenance Contracts for more than one year	n/a
Renewable Management Contracts	n/a
Lease of Recreational and other Facilities to be used Exclusively by Unit Owners of Subject Condominium	n/a
Form of Unit Lease, if a leasehold	n/a
Declaration of Servitude	n/a
Sales Brochures	
Phase Development Description (See 718.503(2)(k) and 504(14))	
Lease of recreational and Other Facilities to be Used by Unit Owners with other Condos (See 718.503(2)(h))	n/a
Description of Management for single Management of Multiple Condominiums (See 718.503(2)(k))	n/a
Conversion Inspection Report	n/a
Conversion Termite Inspection Report	n/a
Plot Plan	

ITEM

RECEIVED

Floor Plan

Survey of Land and Graphic
Description of Improvements

Executed Escrow Agreement

Plans and Specifications

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 1990.

Purchaser

Purchaser

OFF. REC. 1496676 720

EXHIBIT "O"
TO
DECLARATION OF CONDOMINIUM
OF
EL PRADO XIII, A CONDOMINIUM
(SALES BROCHURE)

CLERK NOTE
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 242 PAGE 9

CLERK,
CIRCUIT & COUNTY COURTS
BY [Signature] D. C.

RECORDED IN OFFICIAL RECORDS BOOK
OF BAY COUNTY, FLORIDA.
RECORD VERIFIED
Clerk of Circuit & County
Courts