

**ATTACHED PLEASE FIND THE APPLICATION YOU REQUESTED.**

1. All applications are submitted by previous appointment. Please call 786- 220-7891 for an appointment to submit your application and documents.  
Las aplicaciones se entregan con previa cita. Favor de llamar al 786-220-7891 para una cita para entregar su aplicación y documentos.
2. The owner/applicant(s) must sign pages 7 & 8 of the application.  
Propietario y aplicantes deben firmar las páginas 7 y 8 de la aplicación.
3. The police clearance letters must be the originals.  
Las cartas de la policía tienen que ser las originales.
4. Copy of vehicle registration(s) and insurance card(s) are required.  
Copia de la registraci3n de los veh3culos y tarjeta de seguro son requeridas).

**PURCHASE APPLICATION**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant(s) individual(s) who will sign contract

\_\_\_\_\_  
Address of the Property

**PLEASE READ CAREFULLY**

Infinity Management Group & Assoc. LLC., is the Management Company for the "Association" where you are applying for residency. All information with regards to sales, transfers and leases of a unit is processed once the completed application and all necessary documentation is received. **The outcome of the screening is reported to the Board of Directors of the Association who will conduct interviews and is solely responsible for the final approval or denial. THIS IS TO INFORM YOU OF THE PROCEDURE FOR PROCESSING APPLICATIONS FOR LEASE SO THAT YOU CAN PLAN ACCORDINGLY.**

We strive to provide accurate and timely screening information to your association, and your cooperation in submitting complete information is imperative to the timeliness of this process. **This application will be not process unless the following items are attached.** Applications cannot be "RUSHED" due to the necessary steps required to process each application

**◀ OCCUPANCY IS LIMITED TO THOSE NAMES THAT APPEAR ON THE APPLICATION ▶**

**◀ OCCUPANCY PRIOR TO FINAL APPROVAL IS PROHIBITED ▶**

**◀ IMCOMPLETE APPLICATIONS ARE NOT ACCEPTABLE ▶**

**The following items must be attached for the application to be processed:**

- a. Cashier's Check or Money Order payable to: **INFINITI MANAGEMENT GROUP & ASSOC. LLC.,** in the amount of: **\$225.00 up to 2 persons (married couple) and additional \$150** per person screening fee for occupants over 18 years old. (No personal checks are accepted, Non- refundable) A \$45.00 notary fee/processing fee applies.
- b. Completed Purchase Application and Association's R&R and/ or Addendums.
- c. Copy of Driver's License or other valid photo Id / **Foreigners** (Passport with visa) – **for anyone 18+ years.** (Please provide each photo ID on a different sheet of paper) Clear pictures are required.
- d. Copy of Vehicle Registration for each vehicle, up to the limit allowed in the Community's Rules & Regulations/copy of car insurance card.
- e. Employment Letter and copies of the latest stub Payments **OR** in the event that the person is Self Employed or owns a Business; please provide proper Documentation of Business. / **Foreigners** must bring of a Legal Documents of your country/copy of business bank account statement for last 2 months.
- f. Current Reference Letter from previous Landlord or explanatory letter from applicant.
- g. Three (3) Letters of Recommendation from **Non-family members** living in United States listed on **pg. 4** of this application.
- h. Copy of Purchase Contract.
- i. Sign all Rules and Regulation & Addendum attached to this application.
- j. If any of these requirements is NOT APPLICABLE, please write N/A on the space and make an explanation letter to the BOD.
- k. Criminal Record (**police record**) **Original Police Letter.**

**APPLICATION PROCESS WILL NOT BE COMPLETED UNTIL ALL ASSESSMENTS ARE CURRENT**

I agree with the above \_\_\_\_\_  
Applicant \_\_\_\_\_ Co-Applicant

**PLEASE ALLOW 20 BUSINESS DAYS TO PROCESS YOUR APPLICATION. \_\_\_\_\_ RUSH ADD \$100.00 (Initial)**

**OFFICE USE ONLY**

RECEIVED BY \_\_\_\_\_ ON \_\_\_\_\_ DEADLINE: \_\_\_\_\_

## **PURCHASE APPLICATION**

Date: \_\_\_\_\_

Projected Sales Closing Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Owner's Home Address (NOT of unit to be Purchase): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Owner's Phone #: \_\_\_\_\_ Owner's Office Phone #: \_\_\_\_\_

### **BUYER(S) INFORMATION**

NAME(s) of Proposed BUYER(s), as will appear on the TITLE - same as applicant(s):

1. \_\_\_\_\_ 2. \_\_\_\_\_

Total No. of Persons to occupy unit: \_\_\_\_\_

### **NAME, AGE & RELATIONSHIP of ALL proposed occupants of the unit:**

NAME	DATE OF BIRTH	RELATIONSHIP (Spouse, Children or Parents)
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. In making the foregoing application, I represent to the Board of Directors that the purpose of the purchase of this unit is for:  
 PERMANENT SEASONAL OTHER  
 RESIDENCE RESIDENCE RENTAL (EXPLAIN) \_\_\_\_\_
2. I hereby agree for myself and on behalf of all persons who may use the unit that I seek to purchase that we will abide by all the restrictions contained in the By-laws, Rules and Regulations, Association Documents and restrictions which are or may in the future be imposed by the Board of Directors of **KINGDOM DREAMS HOA**, hereinafter referred to as "the Association".
3. I understand that I will be present when guests, relatives or children who are not residents occupy the unit.
4. I Have \_\_\_\_\_ Have Not \_\_\_\_\_ received a copy of all the Association's Documents and Rules and Regulations from the current owner.
5. I understand that the acceptance for purchase of a unit is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. **Occupancy prior to final approval is prohibited.**
6. I understand that the Board of Directors of the Association may cause an investigation of my background to be conducted as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors or Infiniti Management Group & Assoc. LLC., as Agent, to make such investigation and agree that the information contained in this application may be used in such investigation. The Board of Directors and Officers of the Association or Infiniti Management Group & Assoc. LLC, as Agent, shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board.

**In making the foregoing application, I am aware that the decision of the Board of Directors will be final and that no reason will be given for any action taken by the Board, I agree to be governed by the determination of the Board.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co- Applicant

## APPLICANT(S) INFORMATION

**Applicant Name:** \_\_\_\_\_

As will appear on Contract (Last) (First) (Middle)

Social Security No. \_\_\_\_\_ Cell # \_\_\_\_\_ Email # \_\_\_\_\_ D/Birth \_\_\_\_\_

**Co-Applicant Name:** \_\_\_\_\_

As will appear on Contract (Last) (First) (Middle)

Social Security No. \_\_\_\_\_ Cell # \_\_\_\_\_ Email# \_\_\_\_\_ D/Birth \_\_\_\_\_

If Co-Applicant is NOT Spouse, specify relationship: \_\_\_\_\_

Present Address (NOT the unit to be Purchase): \_\_\_\_\_  
 (Street)

\_\_\_\_\_  
 (City) (State) (Zip Code) (Home Phone)

**Present (or Previous) Landlord/Mortgage Company (NOT for the unit to be Purchase):**

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

In Case of Emergency, notify: \_\_\_\_\_ Phone No: \_\_\_\_\_

Vehicle 1, make, yr. and color: \_\_\_\_\_ Tag No: \_\_\_\_\_

Vehicle 2, make, yr. and color: \_\_\_\_\_ Tag No: \_\_\_\_\_

Vehicle 3, make, yr. and color: \_\_\_\_\_ Tag No: \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

\_\_\_\_\_  
 (Applicant's Employer) (Employer's Address)

\_\_\_\_\_  
 (Position) (Date Employed) (Employer's Phone No) (Verifiable Salary per Year)

\_\_\_\_\_  
 (Co-Applicant's Employer) (Employer's Address)

\_\_\_\_\_  
 (Position) (Date Employed) (Employer's Phone No) (Verifiable Salary per Year)



NAME, ADDRESS & PHONE NO. OF RELATIVE NOT LIVING WITH YOU: \_\_\_\_\_

HAVE YOU OR ANY PROPOSED OCCUPANT IN THIS APPLICATION EVER BEEN CONVICTED? \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

BANK REFERENCE: \_\_\_\_\_ (Bank Name) \_\_\_\_\_ (Location)

\_\_\_\_\_ (Type of Acct, checking, savings, other) \_\_\_\_\_ (Account No.) \_\_\_\_\_ (Phone No.) \_\_\_\_\_ (Date Opened)

**PET** (Please Provide a Proof of Vaccinations and Picture of your dogs with this application)

Name: \_\_\_\_\_ Description: \_\_\_\_\_ (Breed, Color, Weight)

**CHARACTER REFERENCES (OTHER THAN RELATIVES) – 3 Reference Letters Required**

1. \_\_\_\_\_ (Name) \_\_\_\_\_ (Home Phone No) \_\_\_\_\_ (Work Phone No)

2. \_\_\_\_\_ (Name) \_\_\_\_\_ (Home Phone No) \_\_\_\_\_ (Work Phone No)

3. \_\_\_\_\_ (Name) \_\_\_\_\_ (Home Phone No) \_\_\_\_\_ (Work Phone No)

Authorization is hereby granted to **KINGDOM DREAMS HOA**, the Association, and Infiniti Management Group & Assoc. LLC, as Agent, to investigate all information supplied on this application. A full disclosure of pertinent facts and findings may be made to the Association or Infiniti Management Group & Assoc. LLC, as Agent, who are also authorized to obtain a credit rating through a credit reporting agency.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co- Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Disclosure**

KINGDOM DREAMS HOA is governed by Association Documents comprising of Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules & Regulation including Parking Policy. The Rules & Regulation may be amended by the Board of Directors from time to time to meet Community needs. The Rules and Regulations including Parking Policy will be strictly enforced.

All Community residents must adhere to the entire Declaration of Condominium and the following additional restrictions:

1- Minimum lease length 1 2 Months.

2- KINGDOM DREAMS HOA is not a rental Community. Therefore, we urge all residents to become familiar with the Association Documents and adhere to all the restrictions listed in those Documents.

3- It is the Board of Directors duty to enforce the Declaration of Condominium, Rules and Regulation and policies.

Initials \_\_\_\_\_



4- The Association may Levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant or invitee to comply with any provision of the Declaration, Bylaws or Rules of the Association.

The undersigned acknowledge receipt of this notice and will adhere to its contents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Seller / Lessor

Purchaser / Lessee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Seller / Lessor

Purchaser / Lessee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ACKNOWLEDGEMENT OF RECEIPT OR RULES AND REGULATIONS

I'm \_\_\_\_\_ here confirm that I have received and will read the copy of the Rules & Regulations governing the use, responsibilities, safety, security, trash, architectural control, parking, registrations rules, pets, sales or lease, and burglar alarms of Condominium Association. **This unit cannot be subleased or sublet partial or total.**

I understand that failure to comply with these Rules & Regulations and governing documents will result in fines, as prescribe by the law.

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

**The rules are strictly enforced with no exceptions. Violations of the Rules and Regulations may result in the vehicle being towed at the vehicle owner's expense. The Board of Directors is authorized and reserves the right to amend these rules as it becomes necessary.**

## A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Federal Fair Credit Reporting Act ("FCRA") is designed to promote accuracy, *fairness*, and privacy of information in the files of every "consumer reporting agency" (a "CRA"). Most CRAs are credit bureaus that gather and sell information about you, such as if you pay your bills on time or have filed bankruptcy to creditors, employers, landlords, and other businesses. You can find the completed text of the FCRA, 15 U.S.C.1681-1 681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- > You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you, such as denying an application for credit, insurance, or employment, must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- > You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if the person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- > You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs to which it has provided the date, of any error). The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- > **Inaccurate** information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is **not required** to remove accurate data from your files unless it is outdated (as described below) or **cannot be verified**. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- > You can dispute inaccurate items with the source of the information. If you tell anyone such as a creditor who reports to a CRA that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- > Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- > Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA, usually to consider an application with a creditor, insurer, employer, landlord, or other business.  
**Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- > **You** may choose to exclude your name from CRA lists for unsolicited **credit and insurance** offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- > You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.



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**KINGDOM DREAMS H.O.A**  
**PARKING REGULATION LETTER**

November 6, 2020

This letter is to inform you that Kingdom Dreams HOA will be reinforcing the Parking Rules and Regulations in the community. The newly contracted Security Company will patrol the property beginning December 1, 2020. The violations that will be enforced and subject to towing will be as follows:

- Parked on lawn/grass
- Parked on sidewalk
- Parked in unauthorized spaces
- Parked behind other vehicles
- Commercial vehicles and/or signs
- Moving vans and/or trucks
- Boat(s), Trailer(s), and RV's
- Expired Tag (over 30 days)
- No License Tag
- Abandoned in Guest Parking
- Inoperable (Flat Tire(s), up on jacks, and/or major damage)
- Excessive Use of Guest Parking

Any vehicle not complying with the above mentioned will be towed, and all recovery fees will be at the owner's expense.

If you have any questions, please contact our office at 786-391-0087, or if your vehicle was towed, contact Regulated Towing at 786-293-9747 or BNP Security Group, LLC. at 888-706-0605.

*We hope that our efforts can make a difference for you and your community.*

Cordially,  
*New Horizons Property Management Solutions, LLC.*  
*Representing Kingdom Dreams Homeowner's Association, Inc.*

ARTICLE VI  
USE RESTRICTIONS; CERTAIN RULES AND REGULATIONS

Section 6.1 Applicability. The provisions of this Article VI shall be applicable to all the Development but shall not be applicable to the Declarant.

Section 6.2 Land Use and Building Type. No Lot shall be used except as a single family residence, and no building constructed on a Lot shall be used except for and as the residence of a single family. Temporary uses by Declarant for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Declarant (except if made by the Declarant) without the consent of the Architectural Control Committee as provided in this Declaration.

Section 6.3 Easements. Easements for installation and maintenance of utilities, for ingress and egress and for drainage are reserved as shown on the recorded plat and/or herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the use of such easement for the purpose for which it was reserved or created. The area of each Lot covered by an easement and all improvements in the area thereof shall be maintained continuously by the owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. Miami Dade Water and Sewer Authority, Florida Power and Light Company, Southern Bell Telephone Company, the Association and Declarant and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all underground water lines, sanitary sewers, storm drains, and electric and telephone lines, cable and conduits, under and through the utility easements as shown on the plats. Declarant and its successors and assigns shall have a perpetual easement for the installation and maintenance of cable and community antenna, radio and television lines. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

**Section 6.4 Nuisance.** No noxious, offensive or unlawful activity shall be carried on upon the Lots, Common Areas or the Development, nor shall anything be done thereon which may be or become an annoyance or nuisance to any Owner. No loud noises or noxious odors shall be permitted in any Lot, and the Board shall have the right to determine in accordance with the By-Laws if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner, shall be located, used or placed in any Lot or on any portion of the Development, or be exposed to the view of other Owners.

**Section 6.5 Temporary Structures.** No outbuilding, basement or other temporary building or improvement of any kind such as a trailer, tent, mobile home or recreational vehicle shall be permitted on the Development at any time on the common areas or front yard or used at any time as a residence, either temporarily or permanently, except by the Declarant during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any house or auxiliary building within the Development.

**Section 6.6 Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on the Development without the prior written consent of the Architectural Control Committee, except (a) one sign of not more than two (2) square foot used to indicate the name of the resident; (b) one sign of not more than four (4) square feet advertising any lot for sale or for rent (in locations and in accordance with the design standards approved by the Architectural Control Committee); (c) or any sign used by a builder to advertise the company during the construction and sale period; (d) signs, regardless of size, used by the Declarant, its successors or assigns, or any party developing or marketing any portion of the Development, including signs used for construction, advertising, marketing, promotional, sale and leasing activities; (e) bulletin boards, entrance, directional, informational and similar signs used or installed by the Declarant, the Association, or any recreational or spa facility; and (f) signs required under applicable law. No sign of any kind shall be permitted to be placed inside a Lot or on the outside walls of the Lot or on any fences on the Lot, nor on the Common Areas, nor on dedicated areas, nor on entry ways or any vehicle within the Development, except such as are placed by the Declarant.

**Section 6.7 Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Development nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in Development. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Development.

**Section 6.8 Animal Restrictions.** Each Owner or occupant (regardless of the number of joint owners or occupants) may maintain up to two (2) household pets in his Lot, to be limited to dogs, cats, domestic birds (or other household pets defined as such and specifically permitted by the Association), provided it is not kept, bred or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. No animals, wildlife, livestock, reptiles or

poultry of any kind shall be kept on the Development. No dog, cat or other pet may run loose (unleashed) in the Common Areas, and may be walked only in areas specifically designated for such purpose by the Association, if any. Birds may be kept inside (but only inside) Lots, and must be caged domestic birds which do not unreasonably annoy or create a nuisance for neighbors. The Declarant or the Association may order any animal that becomes obnoxious or otherwise creates a nuisance by reason of aggressive or intimidating behavior, barking, littering or otherwise temporarily or permanently banned from the Development. Pets shall also be subject to applicable rules and regulations.

**Section 6.9 Visibility and Intersections.** No obstruction to visibility at street intersections or Common Area intersection shall be permitted.

**Section 6.10 Exterior Appearances and Landscaping.** The paint, coating, stain and other exterior finishing colors on all Lots shall be maintained as originally installed, without prior approval of the Architectural Control Committee. However, prior written approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed. All landscaping shall be maintained in an acceptable and customary manner and will not overrun or grow into any adjacent properties.

**Section 6.11 Commercial Trucks, Trailers, Campers and Boats.** No trucks or commercial vehicles, or campers, vans, mobile homes, motor-homes, recreational vehicles, boats, boat trailers, horse trailers, house trailers or trailers of every other description shall be permitted to be parked or to be stored at any place on the Development, nor on any dedicated areas, unless the Declarant specifically designates certain spaces for some or all of the above. This prohibition of parking shall not apply to temporary parking of commercial vehicles, such as pick-up and delivery and other commercial services, nor to vans or pick-up trucks for personal use which are in acceptable conditions in the sole opinion of the Architectural Control Committee (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or its affiliates or designees, used for construction, maintenance or marketing purposes, and services vehicles operated in connection with the Association or its management company. No on-street parking shall be permitted. No Owner shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle or other vehicle upon any Lot or other portion of the Development.

Subject to applicable laws and ordinances, any vehicle parked in violation of this Declaration or the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the Owner to receive its return for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. "Vehicle" as used herein also means campers, mobile homes and trailers.

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Section 6.12 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than twenty-four (24) hours prior to scheduled collections and must be removed within twelve (12) hours after collection.

Section 6.13 Fences. No fences, wall or other structure shall be erected in the front yard, unless approved by the Architectural Control Committee as provided below.

Section 6.14 No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Development.

Section 6.15 Reflective Materials. No building shall have any aluminum foil placed in any window or glass door or any other reflective substance placed on any glass, except such as may be approved by the Architectural Control Committee for energy conservation purposes. No air conditioning shall be installed in any window, wall or door on any Lot.

Section 6.16 Air Conditioning Units. Except as may be permitted by the Board, no windows or wall mounted air conditioning units may be installed in any Lot.

Section 6.17 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Development except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render the Development or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Appropriate flexibility shall be afforded to food service operations, however. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Development.

Section 6.18 Insurance Rates. Nothing shall be done or kept on the Development which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Lots or on the Development which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 6.19 Controlled Access Facilities Stops. Controlled access facilities personnel shall have the right to stop and question persons on the Common Areas and to require satisfactory evidence of any such person's right to be where he is stopped. Any person who fails to establish that right may be required to leave (even if he actually is entitled to be where he is stopped but fails to satisfactorily prove who he is).

Section 6.20 Hurricane Protection. No type of hurricane protection may be installed in or around the Lots other than hurricane shutters or other hurricane protection approved by the Association. All pre-approved hurricane shutters and similar equipment shall be kept in an open position except during periods of impending storms. Each Owner who is not a permanent resident shall appoint an agent to open and close hurricane shutters and similar installations when appropriate and shall notify the Association of the name, address and telephone number of such person. Owners who are permanent residents, but who will be absent from their Lot, shall do likewise for and during the periods of their absences.

Section 6.21 Homeowner Documents. All Owners shall be obligated to deliver the documents originally received from the Declarant, containing this and other declarations and documents, and any amendments thereto received from the Declarant, to any grantee of such Owners.

Section 6.22 Rules and Regulations. As provided in the By-Laws, the Board may adopt rules and regulations applicable to all portions of the Development other than the property owned by the Declarant. In the event that such rules or regulations are adopted, they may be enforced in the same manner as the restrictions set forth in this and other declarations and documents, and any amendments thereto received from the Declarant, to any grantee of such Owners.

Section 6.23 Easements. Each Owner shall have an easement of access over and upon the Lots and the Common Areas for the purpose of allowing such Owner to maintain and repair air conditioning compressors, air conditioning equipment, meters and other equipment serving the Owner's Lot which may be located on such other Lots and/or the Common Areas, if any. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and runoff from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots. Each Lot shall be subject to an easement for any encroachments which may exist from time to time of the Common Areas unto such Lot, provided that no such encroachment shall materially interfere with the use of the servient Lot.

Section 6.24 Exterior Maintenance. The Owner shall maintain the structures and all other grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may, at its option after giving the Owner ten (10) days prior written notice sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation located on the Lot which the Owner is responsible to maintain cut when and as often as the same is necessary in the Association's judgment, and have dead trees, shrubs and plants in any such area removed from such Lot, and replaced, and may have any such portions of the Lot re-sodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charged against the Lot on which the work was done and the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association

upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute and assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

**Section 6.25 Maintenance by the Association.** The Association shall maintain, or provide for the maintenance of, all of the Common Areas and buildings on the Common Areas not maintained by any public agency or utility. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are located on the Common Areas, and any drainage facilities contained within easements of individual Lots or Common Areas for the purpose of removing water from the Development. The Association shall further maintain, reconstruct, repair, replace and refinish any paved surface on the Common Areas. All of the foregoing obligations of the Association shall so determine, the Association may maintain the landscaping areas in the front of any Lot from the front Property line to the imaginary line corresponding to the front of the Lot on such Lot. Expenses attributable to such maintenance performed by the Association shall be deemed liens against the Lots upon which such work is performed.

**Section 6.26 Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to Owner, to enter upon any Lot at reasonable hours on any day.

**Section 6.27 Declarant Exemption.** The Declarant and its successors and assigns will undertake the work of constructing any residential dwelling or improvement on each Lot. The completion of such work and the sale, rental and other disposal of the Lots is essential to the establishment and welfare of the Development as a community. As used in this Section 6.29 and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of completed Lots. In order that said work may be completed and the development established as a fully occupied community as rapidly as possible, neither the Association nor any Owner shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to

- a. Prevent the Declarant, its designees, successors and assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, any alteration of its construction plans and designs the Declarant deems advisable plans for future development of Cazadores Subdivision North may be modified by the Declarant at any time and from time to time, without notice); or
- b. Prevent the Declarant, its designees, successors and assigns, and its/their contractors, subcontractors or representative, from erecting, constructing and maintaining on any property owned or controlled by the Declarant, or its successors and assigns or its or their business of completing said work and establishing the Development as a community and disposing of the same by sale, lease or otherwise; or

- c. Prevent the Declarant, its designees, successors and assigns, and its/their contractors, subcontractors or representative, from conducting on any property owned or controlled by the Declarant, or its successors and assigns, its or their business of developing, subdividing, grading and construction dwellings in the Development, and of disposing of Lots therein by sale, lease or otherwise; or
- d. Prevent the Declarant, its successors and assigns, from determining in its or their sole discretion the nature of any type of improvements to be initially constructed as part of the Development.
- e. Prevent the Declarant, its designees, successors and assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the construction, sale, lease or other marketing of Lots, or otherwise, from taking such other action deemed appropriate by them.

In general, the Declarant, its designees, affiliates, successors and assigns shall be exempt from all restrictions set forth in this Declaration and any rules or regulations adopted by the Association to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale or other disposition of the Development, or any part thereof or other property owned by the Declarant, or its designees, affiliates, successors or assigns.

**6.28 Exterior Antennas:** No exterior antennas shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antennas, master antennas, microwave antennas, dishes, satellite antennas and radio, television and security antennas.

#### ARTICLE VII DAMAGE OR DESTRUCTION TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

**Section 7.1 Insurance Proceeds-Sufficient.** In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Areas to be repaired and reconstructed substantially as they previously existed, or as otherwise approved by a majority of the votes of the Members.

**Section 7.2 Insurance Proceeds - Within \$1,000.** If the insurance proceeds are within one thousand dollars (\$1,000.00) per Lot within the Development or less of being sufficient to effect total restoration to the Common Areas, then the Association shall cause such Common Areas to be repaired and reconstructed substantially as they previously existed, or as otherwise approved by a majority of the votes of the Members, and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment equally against each of the Owners, in accordance with the provisions of this Declaration.

Section 7.3 Insurance Proceeds - Insufficient. If the insurance proceeds are insufficient by more than one thousand dollars (\$1,000.00) per Lot within the Development to effect total restoration to the Common Areas, then by written consent or vote of a majority of the Members, they shall determine whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying special assessments against all Lots, (2) to rebuild and restore in a way which is either more or less expensive than replacing the improvements thereon in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Committee, to not rebuild or to rebuild in a manner which would result in a change in the improvements thereon shall not be effective without the written approval of the Committee, which can require rebuilding as it deems appropriate.

Section 7.4 Liability of Owner. For the purposes of this paragraph only, Owner shall be defined as "Any Owner(s) of any unit within the premises herein described, as well as any relative, family member, tenant, guests, invitee, etc. of Owner both minor and adult." Each Owner shall be liable to the Association for any damage to the Common Areas, as well as for any injury or death, caused to Owner and/or any other individual, which may be sustained by reason of the misuse, negligence, or willful misconduct of said Owner within all of the Common Areas. It is hereby specifically stated that neither Declarant or Association shall at any time be responsible for any and all of the illegal, irresponsible and uncommon acts committed by Owner within any and all of the Common Areas. Notwithstanding the foregoing, the Association also reserves the right to charge such Owner a special assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of the Owners shall be joint and several. The cost of correcting such damage shall be a special assessment against the Lot and may be collected as provided herein for the collection of assessments.

#### ARTICLE VIII INSURANCE

Section 8.1 Common Areas. The Association shall keep all improvements and fixtures located on the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with and on behalf of itself and all Owners. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual periodic assessments levied by the Association.

Section 8.2 Endorsements. The insurance policy(ies) maintained by the Association may contain provisions, or be accompanied by endorsements, for agreed amount and

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inflation guard, demolition costs, contingent liability from operation of building laws and increased cost of construction.

**Section 8.3 Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, subject to the provision of this Declaration.

**Section 8.4 Waiver of Subrogation.** As to each policy of insurance maintained which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the management company, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

**Section 8.5 Liability and Other Insurance.** The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments, liquor liability (if applicable) and malicious mischief, with coverage of at least One Million Dollars (\$1,000,000.00) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain worker's compensation insurance and other liability insurance as it may deem desirable, insuring each from liability in connection with the Common Areas, the premiums for which shall be Common Expenses and included in the annual periodic assessments made against the Lots. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion.

**Section 8.6 Bond and Other Insurance.** The Board shall also obtain (or shall require the management company to obtain) such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the management company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all Lots within the Development, plus all reserve funds.

## ARTICLE IX ENFORCEMENT; RULES AND REGULATIONS

**Section 9.1 Compliance.** Every Owner and all persons residing with him, and his tenants, guests, invitees, licensees, agents and employees shall comply with each and every

provision hereof and of any and all rules adopted by the Association as contemplated hereunder.

**Section 9.2 Enforcement.** Failure to comply with each and every provision hereof and of any and all rules and regulations adopted by the Association shall be grounds for immediate action which may include, without limitation, an action to recover any sum for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights of and use of Common Areas by defaulting Owners.

**Section 9.3 Fines.** In addition to all remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner and his Lot for failure of the Owner, members of his household, his tenants, guests, invitees, licensees, employees or agents, to comply with any covenant, restriction, rule or regulation herein or in the Articles or By-Laws, provided the following procedures are adhered to:

a. **Notice.** The Association shall notify the Owner or occupant of the alleged infraction or infractions, which notice shall state the date and time of the next meeting of the Board at which time the Owner or occupant may present reasons why penalties should not be imposed. At least six (6) days advance written notice of such meeting shall be given.

b. **Hearing.** At such meeting, the non-compliance shall be presented to the Board, and the Board shall hear reasons presented by the Owner or occupant why penalties for such infractions should not be imposed. The Board shall render its decision in writing and shall submit that decision to the Owner or occupant in writing not later than twenty-one (21) days following such meeting.

c. **Penalties.** The Board may impose special assessments (fines) against the Lot owned by the Owner as follows:

- (i) First non-compliance or violations: a fine not to exceed One Hundred Dollars (\$100.00).
- (ii) Second non-compliance or violation: a fine not to exceed Five Hundred Dollars (\$50.00).
- (iii) Third and subsequent non-compliance or violations or any non-compliance or violation of a continuing nature: a fine not to exceed One Thousand Dollars (\$1,000.00).

d. **Payment.** Any fines imposed pursuant to this section shall be paid not later than five (5) days after written notice of the imposition or assessment thereof.

e. **Collection.** All fines shall be treated as an assessment collectible by the Association, subject to the provision for the collection of assessments as set forth in this Declaration.

f. **Application of Monies.** All monies received from fines shall be allocated as directed by the Board.

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g. Non-Exclusive Remedy. Fines imposed hereunder shall not be construed to be exclusive remedy of the Association with respect to non-compliance with the provisions of this Declaration or any rules and regulations adopted by the Association, and the right to fine shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled to recover by law from such Owner or occupant.

## ARTICLE X ARCHITECTURAL CONTROL; GENERAL POWERS

Section 10.1 Members. The Architectural Control Committee (the "Committee") shall consist of three members. The initial members of the Committee shall be designated by the Declarant, and shall hold office until all Lots planned for the Development have been constructed and conveyed, or sooner, at the sole option of the Declarant. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed and his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause. The Board shall have the right to appoint and remove all members of the Committee other than those designated by the Declarant which has the sole power of removal as to such persons. The address of the Committee, until changed, in care of Lakes Kingdom, LLC., 13255 SW 135<sup>th</sup> Avenue, Miami, Fla. 33186. The following persons shall be the initial members of the Committee:

Victor F. Seijas  
Roberto Vinas  
Javier E. Siu

Section 10.2 Proposed Construction. Subject to Section 10.9 of this Article X, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in the Development, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon the outside walls or roofs of buildings or other improvements until the complete plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by, the Committee. The Committee shall approve plans submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development as a whole, and that the appearance surrounding structures and is otherwise desirable. The Committee may condition its approval of any proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also adopt rules or guidelines setting forth procedures for the submissions of plans for approval. The Committee may require such detail and plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of all

required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days following delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, such plans shall be deemed approved. The Committee herein shall be the ultimate deciding body and its decision shall take precedence over all others with respect to the matters set forth in this Article X.

**Section 10.3 Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for or on behalf of the Committee, except for granting of variances pursuant to Section 10.8 hereof. In the absence of such designation, the vote of any two members of the Committee shall constitute an act of the Committee.

**Section 10.4 No Waiver of Future Approvals.** The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval and consent as to any similar proposals, plans and specifications, drawings or matters, whether subsequently or additionally submitted for approval or consent.

**Section 10.5 Compensation of Members.** The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

**Section 10.6 Inspection.** Inspection of work and correction of defects therein shall proceed as follows:

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

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

c. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance is determined to exist by the Board the Applicant shall remedy or remove the same within forty-five (45) days from the date of written notification to the Applicant of the Board's ruling. If the Applicant or Owner does not comply with the Board ruling within such period, the Board at its option, may either remove the non-complying improvement or remedy the non-

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compliance, and the Applicant or Owner shall reimburse the Association, upon demand, for all expenses incurred by the Association in connection therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board shall levy a special assessment against such Applicant or Owner and the applicable Lot for reimbursement.

d. If for any reason the Committee fails to notify the Applicant or Owner of non-compliance within sixty (60) days following its receipt of the Applicant's or Owner's written notice of completion, the improvement shall be deemed to have been made in accordance with said approved plans and specifications.

e. At the option of the Committee, the Committee may perform such interim inspection of any work performed hereunder as it deems appropriate. If the Committee finds that such work is not being effected in substantial compliance with the approved plans and specifications, it shall so notify the Applicant in writing specifying the particulars of non-compliance, and require the Applicant to remedy the same. If Applicant fails to remedy such non-compliance within thirty (30) days from the receipt of the committee's notice, then the matter shall be submitted to the Board.

If the Board determines that the work does not substantially comply with the approved plans and specification, no further work shall be performed until the non-complying improvement is removed or remedied. If such non-complying improvement is not removed or remedied by the Owner within forty-five (45) days from the date of the written notification of the Board ruling, then the Board may, at its option, remove the non-complying improvement or remedy the non-compliance and Applicant or Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly paid by the Applicant or Owner to the Association, the Board shall levy a special assessment against such Applicant or Owner and the applicable Lot for reimbursement.

**Section 10.7 Non-Liability of Committee Members.** Neither the Committee nor any member thereof nor its duly authorized representative shall be liable to the Association or to any Owner or occupant or against any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and in such event, only such member shall have any liability. The Committee shall review and approve or disapprove all plans and specifications submitted to it for any proposed improvement, alteration or additions solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the development. The Committee shall consider the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or specification or design from the standpoint of structural safety or conformance with building or other codes.

**Section 10.8 Variance.** The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, when it determines that circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations so

require. Such variance must be evidenced in writing signed by at least two members of the Committee. If any such variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of any such variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof which are expressly covered by the variance, nor shall it affect in any way regulations affecting the use of the Owner's Lot, including, but not limited to, zoning ordinances and set back lines or any other private authority having or asserting jurisdiction over that Owner's Lot. The granting of variance or approval with respect to any particular Lot, property or matter shall not excuse any Owner from obtaining a variance or approval with respect to any other Lot, property or matter.

**Section 10.9 Exemptions.** The Declarant, its representatives, contractors, subcontractors, suppliers, licensees, invitees and agents, shall be exempt from the provisions hereof with respect to all construction (permanent or temporary), alterations and additions desired to be effected by such party and shall not be obligated to obtain Committee approval for any construction or maintenance, changes in construction or maintenance of Lots which such party may elect to perform.

#### ARTICLE XI MORTGAGEE PROTECTION

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

**Section 11.1 Rights of First Mortgagee.** Each Institutional First Mortgagee holding a mortgage encumbering any Lot, at its written request, is entitled to (i) examine this Declaration and the Articles, By-Laws and the Association's rules and regulations and the books and records of the Association during normal business hours, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notice of any Association meeting for the purpose of considering or voting on an amendment to this Declaration or the Association's By-Laws or Articles, (iv) receive notice from the Association of an alleged default by the Owner of such Lot in the performance of such Owner's obligations under this Declaration, the Articles or the By-Laws, which default is not cured within sixty (60) days after the Association learns of such default, and (v) receive notice of any substantial damage or loss to the Common Areas.

**Section 11.2 Rights of Guarantor.** Any holder, insurer or guarantor of a mortgage on a Lot shall have, if first requested in writing the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of mortgage holders.

#### ARTICLE XIII GENERAL PROVISIONS

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**Section 12.1. Duration.** Subject to the amendment provisions of Section 12.5 of this Article XII hereof, the covenants and restrictions of this Declaration shall run with and bind the properties covered hereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant, and their respective successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by 66 2/3% of of the Owners and 66 2/3% (in dollar amount) of the Institutional First Mortgage of record, has been recorded revoking said covenants. If revoked in any other manner while the Declarant owns any portion of the Development, title to the Common Areas shall remain vested in the name of the Declarant and the Declarant shall be free to erect barricades and prevent use of all established regardless of the nature or duration of use of the Common Areas or any portion thereof. No agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

**Section 12.2 Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

**Section 12.3 Enforcement.** Enforcement of the provisions of this Declaration shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any such provision, either to restrain violation or to recover damages, and against the land to enforce any lien created or provided for hereunder, and failure by the Association, the Declarant or any Owner to enforce any matter herein contained shall in no effect be deemed a waiver of the right to do so thereafter. The matter provided for herein may also be enforced by the Committee or any similar architectural control board established in other covenants affecting any of the properties that may from time to time be recorded by the Declarant.

**Section 12.4 Severability.** The invalidity or unenforceability of any one or more provisions of this Declaration or any part, clause, section, subparagraph, sentence, phrase, or word hereof, or application thereof in specific circumstances, by judgment or court order shall not affect the validity and enforceability of the remaining portions hereof or applications in other circumstances, all of which shall remain in full force and effect.

**Section 12.5 Amendment.** As long as the Declarant owns any portion of the Development, this Declaration may be amended by the Declarant to correct any errors or omissions or to effect any other amendment, provided such other amendment does not, in the Declarant's judgment, have a materially adverse effect on substantial rights of any Institutional first mortgagee who has not consented in writing to the amendment. In addition, as long as it owns any portion of the Development, the Declarant shall have an absolute right to make any amendments to this

Declaration (without any other party's consent or joinder) that are requested or required by FNMA, FHLMC, the Government National Mortgage Association or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more Institutional First Mortgages within the Development, or to insure the payment of one or more such mortgages, or that are requested or required by any Mortgagee to enhance the marketability of its mortgages to one or more of the foregoing. After the Declarant no longer owns any portion of the Development, this Declaration may be amended by the affirmative vote of two-thirds (2/3) of the votes of the Members. Nothing herein shall affect the Declarant's right to make, without the consent or approval of any Owner or other person or entity, whatever amendments or supplemental declarations which are otherwise expressly permitted by this Declaration. Notwithstanding the foregoing, as long as the Declarant owns any portion of the Development, no amendment to this Declaration shall be made or shall be effective without the written consent and joinder of the Declarant, which the Declarant may withhold in its sole and absolute discretion. Notwithstanding any provisions in this Declaration to the contrary and subject to the rights of the Declarant and the Association under Article V of this Declaration, no amendment of any maintenance or lien provision shall be effective without the written consent of Dade County.

**Section 12.6 Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

**Section 12.7 Effective Date.** This Declaration shall become effective upon its recording in the public records of Dade County, Florida.

**Section 12.8 Standards.** Whenever this Declaration shall require the consent, approval, completion, substantial completion or other action by the Declarant, the Association, the Board or the Committee, such consent, approval, or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant, the Association, the Board or the Committee shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the sole and unfettered opinion of the Declarant, the Association, the Board or the Committee, as appropriate. This Declaration shall be interpreted by the Board and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

**Section 12.9 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of community facilities and the Development. Section and subsection headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. This Declaration shall be read as cumulative to and not in limitation of any other applicable declaration of covenants and restrictions or declaration of condominium and exhibits thereto, but in the event of any conflict therewith, this Declaration shall take precedence over all interpreter of this Declaration and an opinion of counsel

from counsel engaged by the Board for such purpose, stating that any such interpretation is not unreasonable, shall establish the validity of any such interpretation.

**Section 12.10 Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Development shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

**Section 12.11 NO REPRESENTATIONS OR WARRANTIES.** NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE DECLARANT OR HIS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF.

**Section 12.12 Covenant Running With the Land.** All covenants and provisions of this Declaration, the Articles, By-Laws and applicable 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 hereof and thereof shall be binding upon and inure to the benefit of the Declarant and subsequent owner(s) of the land or any part thereof, or interest therein, and their respective heirs, personal representative, 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 Owners, tenants and occupants of Lots shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, all as 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 occupancy of any Lot, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein. In the event that any word, clause, sentence, paragraph, subsection, or section hereof shall be judicially determined to prevent this Declaration from being fully enforceable and running with the land as aforesaid, then such portion hereof shall be judicially modified, if at all possible and, if not, shall be stricken here from (but only to the most limited extent necessary) so that the paramount goal of the Declarant in making this Declaration (i.e. that this Declaration be a fully enforceable covenant running with the land) is accomplished cy pres.

**Section 12.13 Not a Condominium Association.** Nothing in this Declaration shall be deemed to make the Association a condominium association withing the meaning of the Florida Condominium Act (Chapter 718, Florida Statutes).



OFF. REC. EX.

20063760265

EXHIBIT "A"

LEGAL DESCRIPTION

Tracts 6, 7, 11, 12 and the North One-Half (½) of Tract 21, MIAMI EVERGLADES LAND CO., LTD., according to the map or plat thereof as recorded in Plat book 2, Page 3, of the Public Records of Miami-Dade County, Florida, the same being a portion of Section 29, Township 54 South, Range 39 East, Miami-Dade County, Florida.

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