

# KINGDOM OF DREAMS

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NOV 20 2001

**DECLARATION OF RESTRICTIONS, EASEMENTS, AND PROTECTIVE  
COVENANTS FOR KINGDOM DREAM**

THIS DECLARATION is made this 20 day of November 2001, by LAKES KINGDOM, LLC., a Florida Limited Liability Company, which is the owner of the real property known as KINGDOM DREAM, according to the Tentative Plat No. T-20712 thereof, and legally described in Exhibit "A" hereto and which declares that such real property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other matters hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration (unless the context admits or requires otherwise) shall have the following meaning:

- a. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, and incorporated herein by this reference, as such Articles may be amended from time to time.
- b. "Association" means KINGDOM DREAMS HOMEOWNER'S ASSOCIATION, a Florida corporation not-for-profit, to be incorporated, and its successors and assigns. The Association shall have the power and duties set forth herein and in its Articles of Incorporation and By-Laws.
- c. "Board" shall mean and refer to the Board of Directors of the Association.
- d. "By-Laws" shall mean and refer to the By-Laws of the of the Association, which have been adopted by the Board, as such By-Laws may be amended from time to time.
- e. "Common Areas" shall mean and refer to all real property and any improvements thereon (including, without limitation, private roads, perimeter wall or fence, parks, lakes (natural or man made) bodies of water of any type, center island drainage facilities and entrance facilities thereon) owned for the common use and enjoyment

of the Owners, subject to the rights hereunder of the Declarant and others. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot to a Class A Member shall be all of the Development less all of the Lots. Notwithstanding anything herein to the contrary, however, the Common Areas shall include any perimeter wall or fence constructed on the perimeter boundary. The Declarant shall have the right of access to the Common Areas from time to time.

- f. "Declaration" shall mean and refer to (and "hereto" "hereof", "hereunder", "herein" and words of similar importance shall refer to) this Declaration of Restrictions, Easements and Protective Covenants for KINGDOM DREAM, as it may be amended from time to time.
- g. "Declarant" shall mean and refer to LAKES KINGDOM, LLC., its successors and such of its assigns as to which the rights of the Declarant hereunder, or any one or more of such rights, are specifically assigned by an express written instrument executed by LAKES KINGDOM, LLC. and recorded in the Public Records of Dade County, Florida; provided always, however, that if such rights of Declarant are so assigned, no amendment may be made to this Declaration without the prior written consent of LAKES KINGDOM, LLC., as long as LAKES KINGDOM, LLC. owns any portion of the Development. This paragraph may not be amended.
- h. The "Development" at any time shall mean and refer to that certain real property described in Exhibit "A" attached hereto plus any property that is hereafter added to this Declaration, and less any property that is hereafter withdrawn from this Declaration.
- i. "Institutional First Mortgagee" shall mean and refer to any bank, savings and loan association, insurance company, pension fund, agency of the United States government, licensed mortgage banker or company, the Federal National Mortgage Corporation ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Declarant, any affiliated developer, or any other lender generally recognized as an institutional lender, which holds a first mortgage on one or more Lots.
- j. "Lot" shall mean and refer to any Lot on the recorded plat of the Development, together with the residential dwelling constructed thereon, if any, for which the controlling governmental authority has issued a certificate of occupancy or certificate of completion.
- k. "Member" shall mean and refer to those persons who are authorized to vote, as provided in Article II hereof.
- l. "Owner" shall mean and refer only to the person or persons, or legal entity or entities, including the Declarant holding fee simple interests of record to any Lot or Lots. Insofar as the duties and liabilities of such persons as to damage to and conduct within the properties subject to this Declaration are concerned, unless the

context otherwise requires, the term Owner shall also include the family, invitees, licensees, lessees and sublessees of any Owner, and any other occupant of a Lot.

The foregoing definitions shall be applicable to this Declaration and to any amendment to this Declaration, unless otherwise expressly provided herein or therein to the contrary.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 2.1 Membership.** Every person or entity who or which from time to time, is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. Notwithstanding anything to the contrary as set forth in this Section 2.1, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot by virtue of which the Member is an Owner.

**Section 2.2 Voting Rights.** The Association shall have two (2) classes of voting members:

**Class A.** Class A Members shall be all those Owners with the exception of the Declarant (as long as Class B membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise so qualify) who hold fee or undivided fee interests in any Lot. A Class A Member shall have the right to cast, in such Member's discretion, one vote for each Lot in which they hold the interest required for membership under Section 2.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time (by way of illustration, if at any given time the Class A Voting Members are entitled in the aggregate to cast 1,000 votes, the Class B Member would be entitled in the aggregate to cast 2,001 votes). The Class B membership shall cease and terminate one (1) year after the last Lot has been sold and conveyed by Declarant to a Class A Member, or any time prior thereto at the option of the Declarant.

Notwithstanding any provisions hereof which is or which may appear to be to the contrary, the Declarant shall have the right, at its option, to elect the majority of the Board until one (1) year after the Declarant no longer holds title to any Lot, unless such right is expressly relinquished in writing prior thereto, whereupon the then existing Members shall be obligated to elect the Board and assume control of the Association.

Section 2.3 General Matters. When reference is made herein, or in the Articles, By-Laws, rules and regulations, management contracts or otherwise, to a majority or a specific percentage of Members, such reference shall be deemed to refer to a majority or a specific percentage of the votes eligible to be cast by Members and not of the Members themselves.

Section 2.4 Non-Exclusive Association Powers. Without limiting the generality of any other provision hereof, on of the Articles or By-Laws, the Association, through the action of its Board, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations, including but not limited to affiliates of the Declarant or any other joint or successor developer, for management services to the Development. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 2.5 Litigation. Notwithstanding anything in this Declaration to the contrary, no judicial or administrative proceeding shall be commenced or prosecuted by the Association, unless approved by a vote of seventy-five percent (75%) of the Members. This Section 2.5 shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) proceedings involving challenges to ad valorem taxation, or (iii) counterclaims brought by the Association in proceedings instituted against it. This Section 2.5 shall not be amended unless such amendment is made by the Declarant or is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 2.6 Joint Ownership. If a Lot is owned by more than one (1) individual or by a corporation, partnership or other entity; or a combination of the above, said Owners, corporation, partnership and/or other entity shall file a certificate with the Secretary of the Association; naming one (1) person authorized to cast the vote for that Lot. If the same is not on file prior to any meeting of the Members, annual or special, a vote or votes of any meeting of the Members, annual or special, a vote or votes of such Lot shall not be considered, in determining any decision, of the Association, nor shall the presence of said Owners at a meeting be considered in determining whether the quorum requirement has been met.

### ARTICLE III PROPERTY RIGHTS IN THE COMMON AREA

Section 3.1 Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Development, in the manner specified herein. After all Lots have been completed and conveyed to Class A Members or sooner at the option of the Declarant, the Declarant shall dedicate by Plat to the Association, free and clear of all mortgages and tax liens, the Common Areas (except any areas thereof which are not capable of being legally described), and the Association shall automatically be deemed to have accepted said conveyance. The Association shall hold the title to or easements in the Common Areas for the benefit of those persons entitled to use same under the provisions hereof. The Association may mortgage the Common Areas to finance the original development and

construction thereof, subject to the rights of the Owners hereunder. The Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous manner (including those for any special taxing district which now or hereafter includes all or any portion of the Common Areas. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction of adjacent properties, and from the purpose of construction of any facilities on the Common Areas that Declarant elect to build, and the Declarant shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sales of all of the land owned by the Declarant withing the Development.

Section 3.2 Assumption of Rights and Duties. Upon taking title to all or any portion of the Common Areas, the Association shall automatically acquire the Declarant's rights set forth therein with respect to the property acquired and shall automatically assume the Declarant's duties, responsibilities and obligations set forth herein with respect thereto, except to the extent the Declarant may have reserved to itself the right to amend this Declaration, which right shall expire upon conveyance by the Declarant of all Lots. The Declarant shall automatically be released of any duties, responsibilities and obligation which are assumed by the Association.

Section 3.3 The Declarant's Reserved Rights. Without in any way derogating from the Declarant's rights generally, the Declarant is expressly and specifically authorized to reserve or otherwise create, when or before it conveys to the Association the title to any property, whatever easements over, across or under that property it deems useful or necessary to completing the development, construction and marketing of the Development, all such rights to be conveyed to the Association shall be deemed to expire upon conveyance by the Declarant of all of the land owned by Declarant within the Development.

Section 3.4 Owner's Easements. Each Owner, member of his household, and each tenant and invtee of such Owner shall have a permanent and perpetual casement for the use and enjoyment of all Common Areas in common with all other such Owners of the Association, and their respective household members, tenants and invitees.

The rights of use and enjoyment provided for hereunder are hereby made subject to the following:

- a. The right and duty of the Association to levy assessments against an Owner and his Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Development from time to time recorded by the Declarant.
- b. The right of the Association to suspend the voting rights and right to use the Common Areas (except means of ingress and egress and parking) of any Owner, and his tenants, and invitees for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed sixty (60) days for any single infraction of this Declaration or the lawfully adopted and published rules and regulations of the Association.

- c. The right of the Association to charge uniform and reasonable admission, user and other fees, if any, for the use of any recreational facility situated on the Common Areas or for any activity, service or other need related thereto.
- d. The right of the Association to adopt at any time and from time to time and enforce uniform rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members and Owners as provided in Article IX hereof. Any rule and or regulation so adopted shall apply until rescinded or modified, as if such rule or regulation were originally set forth in full in this Declaration; provided, however, that the Declarant, its sales agents, customers, representatives, contractors, subcontractors, suppliers, licensees, invitees and agents shall not be required to observe any rule or regulation that interferes in any way, in the Declarant's sole discretion, with its constructing, reconstructing, selling or leasing of its products. Children shall observe the rules and regulations for the use of the Common Areas to the same extent as adults and the parents of such children shall be liable for their failure to do so.
- e. The right of the Association, by a sixty-six and two-thirds percent (66 2/3 %) affirmative vote of all Members, to dedicate, release, alienate or transfer or grant specific easements over all or any part, portions of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members.
- f. The right of the Association, in accordance with the Articles, By-Laws and this Declaration, with the vote or written consent of sixty-six and two-thirds percent (66 2/3 %) of the votes of Members; to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender shall be subordinate to the use rights of the Owners.
- g. The right of the Declarant (and its sales agents, customers, representatives, contractors, subcontractors, licensees and agents) to the non-exclusive use of the Common Areas and the facilities thereof, without charge, for sales, display, access, construction, reconstruction, repair, ingress, egress and exhibit purposes.
- h. The right of the Declarant to grant such easements over the Common Areas as the Declarant deems appropriate (which easements shall be deemed granted by the Association).
- i. The right and obligation of the Association to enforce all parking restrictions within the Common Areas as set forth in this Declaration.
- j. The right of the Association to replace destroyed trees or other landscaping and to plant trees, shrubs and ground cover upon any portion of the Common Areas.

**Section 3.5 Easements Appurtenant.** The easements provided in Section 3.3 shall be appurtenant to and shall pass with the title to each Lot, whether or not expressly set forth in the instrument by which such title is conveyed.

**Section 3.6 Maintenance.** The Association shall, at all times, maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas and any and all improvement situated on or any personal property located within or intended for use as or in connection with the Common Areas (upon completion of construction of such improvement by the Declarant), including, but not limited to, landscaping, paving, drainage structures, lakes (natural or man made), bodies of water of any type, street lighting and signalization, fixtures and appurtenances, and sidewalks, with the exception of utilities which are the responsibility of a qualified public utility, all such work to be done as ordered by the Board. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V. No owner may waive or otherwise escape liability for assessments by the non-use of the Common Areas or abandonment of his right to use the Common Areas.

**Section 3.7 Utility Easements.** Utility service facilities may be installed underground in the Common Areas when necessary for service of or to the Development or other lands within the grants, reserves and covenants for itself, the Association and each and every Owner, easements for City, County and private utility services (including cable television companies) including, but not limited to, easements for the right of all such utility companies to install and maintain their equipment and facilities in areas designated by Declarant for supplying electricity, gas, phone service and cable and master antenna television service, for collecting, treating and disposing of sewage and wastewater servicing or intended to service any one or more portions of the development.

**Section 3.8 Public Easements.** There is hereby created (and the Declarant hereby grants) in favor of fire, police, health, sanitation and other public service personnel, a perpetual, non-exclusive easement over and across the Common Areas for the purpose of performing their appropriate functions.

**Section 3.9 Easements for Pedestrian and Vehicular Traffic.** In addition to the general easements for use of the Common Areas reserved herein, there is hereby created and the Declarant hereby grants, reserves and covenants for itself, the Association and each and every Owner, a perpetual, non-exclusive easement to pass and re-pass by foot or (in the case of any paved area clearly intended for vehicular traffic) by appropriate vehicle over and across the Common Areas for use in common with all other Owners, the Declarant and the Association. This easement shall be subject to the Declarant's rights to institute the gatehouse and to regulate the speed and type of traffic over the interior roads by, among other devices, traffic lights and signs and "speed bumps" and other matters that, if unregulated, might prove a source of danger or annoyance to the Owners, the Declarant or the Association.



**Section 3.10 Delegation of Use.** Any Owner may delegate his right of enjoyment of the Common Areas and facilities to his tenant, if that tenant is authorized by the Board, subject to reasonable regulation and approval by the Board (provided that same is not discriminatory against one or more types of users).

**Section 3.11 No Waiver of Use.** No Owner may exempt himself or be exempted from personal liability for assessments duly levied by the Association, or release the Lot owned by him from the liens and charges hereof, by the waiver or temporary prevention of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Lot.

#### ARTICLE IV MODIFICATION OF THE COMMON AREAS

**Section 4.1 Additions to Common Areas.** Anything herein contained to the contrary notwithstanding, the Declarant may from time to time, by recording or causing to be recorded an appropriate deed, easement, or amendment to this Declaration in the Public Records of Dade County, add portions of the Development as Common Areas. To be effective, any such deed, easement or amendment, must be executed by the Declarant and, if different from the Declarant, the owner or owners of the property which the deed, easement or amendment affects.

**Section 4.2 Withdrawals from Common Areas.** Anything herein contained to the contrary notwithstanding, the Declarant reserves the absolute right to withdraw at any time portions of the Common Areas from the provisions of this Declaration (in order to correct errors or to make other changes which do not, in the reasonable opinion of Declarant, adversely affect substantial property rights of the Owners) by causing the Association to convey such property or by recording appropriate amendment in the Public Records of Dade County, provided that, to be effective, any such amendment must be executed by the Declarant and, if different from the Declarant, the Owner or Owners of the property sought to be withdrawn.

**Section 4.3 Modification of Common Areas.** The Declarant may, at any time and from time to time, modify the design, layout, legal description, location and other characteristics of the Common Areas (including, without limitation, controlled access facilities). The cost of any such modification may be borne, at the Declarant's option, by assessments payable by all or some of the then existing Owners other than the Declarant to the extent, but only to the extent, such modifications benefit those Owners in the Declarant's reasonable judgment.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 5.1 Creation of Lien and Personal Obligation of Assessments.** The Declarant hereby covenants and agrees for each Lot owned by it, and each Owner of any Lot, by acceptance of a deed or other instrument conveying title to such Lot, or any Owner in any way acquiring title to such Lot, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association:

a. Initial Contributions. Each Owner acquiring a Lot from the Declarant shall pay to the Association a sum equal to Twenty-Five Dollars and 00/100 (\$25.00). One third (1/3) of such amounts shall be held by the Association for the purpose set forth in subsection (b)(ii) below, and the remainder shall be used by the Association as working capital.

b. Annual Assessments. Annual Assessments or charges as follows:

(i) Maintenance. Assessments for the property taxes upon, and maintenance, operation, management and insurance of, the items are located upon or within property dedicated to Dade County or otherwise; and

(ii) Reserves. Assessments not to exceed, initially Twenty-Five and 00/100 Dollars (\$25.00) per month per Lot for capital improvements to the streets, roads and perimeter wall constituting portions of the Common Areas, together with such other reasonable reserves as the Association may deem necessary.

c. Special Assessments. Special Assessments or charges may at any time be levied by the Association upon all Lots subject to annual assessments for defraying, in whole or in part the cost of any repair, restoration, or replacement of any portion or portions of the Common Areas, the cost of any portion or portions of the Common Areas, the cost of any installation, construction or reconstruction of any capital improvements upon any portion or portions of the Common Areas which the Association may from time to time authorize (including appurtenant or related fixtures, personalty and landscaping) and for defraying any portion of the maintenance expenses which the periodic assessments prove inadequate to meet. A special assessment may be levied on fewer than all the owners subject to periodic annual assessments for costs and expenses incurred by the Association in connection with the enforcement of this Declaration against such Owner and/or such Owners' failure to duly perform their obligations hereunder. Any maintenance, repair or replacement within the Common Areas arising out of or caused by the willful or negligent act of an Owner, his family, tenants, guests or invitees, shall be effected at said Owner's expense and a special assessment therefore shall be made against his Lot, or except to the extent proceeds of insurance are collected with respect thereto.

d. Capital Improvements. Funds which are necessary for the addition of capital improvements (as distinguished from repair and maintenance) relating to the Common Areas and which have not previously been collected as reserves or which are not otherwise available to the Association, upon approval by a majority of the Board and by a 66 2/3 % favorable vote of Members voting at a meeting or by ballot as may be provided by the By-Laws of the Association, may be assessed against the Lots in the manner specified for annual assessments hereunder.

e. Specific Damage. Owners, members of their households and their tenants, guests, licensees, invitees, employees or agents causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise, or otherwise violating any provision of this Declaration, shall be directly liable to the Association and a special assessment may be levied, therefore against such Owner and his or their Lot. Such special assessment shall be

subject to all of the provisions hereof relating to other assessments, including but not limited to, lien and foreclosure.

f. General. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all periodic or special assessments and assessments for capital improvements levied by the Association, such assessments to be established and collected as herein provided. Such assessments, together with interest, costs and attorney's fees and court costs (including those for appeals) actually incurred by the Association for the collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made even if no notice of lien is placed of record against said Lot. Each such assessment, together with interest, costs and attorneys' fees and court costs (including those for appeals) incurred as aforesaid, shall also be the personal obligation of all Owners of such Lots at the time the assessment fell due. Reference herein to assessment shall be understood to include reference to any and all of said charges, whether or not specifically mentioned. Subject to the provision of this Declaration protecting Institutional First Mortgagees, the personal obligation for delinquent assessments shall be the joint and several obligation of such Owner and the successors-in-title to such Owner. The Board shall deposit all monies collected in one or more accounts as it shall elect.

g. Allocation. All assessments shall be imposed equally against all Lots, except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others and provided further, however, that until such time as the Class B Membership converts to Class A Membership, the maintenance costs for the Lots owned by the Declarant will be determined as follows; the total amounts charged for annual expenses (other than reserves) to Class A Members will be deducted from the total common expenses incurred by the Association, and the difference will be paid by the Class B Member. In no event will the Class B Member pay more per Lot than a Class A Member. After the Class B Membership converts to Class A Membership, the Declarant will pay the same assessment for common expenses on houses owned by it as every other Owner. However, the Declarant is only obligated to pay assessments on unimproved Lots on the basis of the budget excluding all access control personnel expenses.

Nothing herein shall be construed to require an Owner other than the Declarant to pay more than the annual assessment levied under subsections (a) through (d) above, except in accordance with those subsections, nor shall this subsection (f) be construed to require any Owner other than the Declarant to pay more than his proportionate share (based on the total number of Lots) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots were occupied and the Association were in full operation.

Section 5.2 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for property taxes upon, and maintenance, operation, management and insurance of, the Common Areas (including, without limitation, payment of management fees therefor) as provided in Article III hereof, and to promote the health, safety, welfare, aesthetics and recreational opportunities of the Owners and Members of the Association, members of their respective households, and their guests and tenants.

**Section 5.3** Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V shall commence on the first day of the month next following the recording of this Declaration. Each Owner shall be obligated to pay assessments for his Lot commencing on the date he acquires title to same, provided that the assessments have otherwise been declared as of said date, and said assessments shall be collected from said Owner on the basis determined by the Association.

The Association may provide, in its absolute discretion, that the annual assessment be payable in advance, in either monthly installments, or in annual or quarter annual installments. The Board may change the assessment amount any time from that originally stipulated or from any other assessment that is in the future adopted. The original assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment under Section 1(c) hereof shall be fixed in the board resolution authorizing such assessment.

**Section 5.4** Duties of Board of Directors. The Association, through its Board, shall fix the amount of assessment against each Lot for each assessment period at least thirty (30) days in advance of the commencement of each assessment period. The Board shall also, at such time, prepare a roster of the Lots, the Owners also, at such time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto. Such roster of the Lots shall be kept in the office of the Association and shall be open to inspection by any Owner by appointment at reasonable times.

Written notice of the applicable assessment shall be sent to every Owner and Member subject thereto at least thirty (30) days prior to the date that the first installment thereof is due, except that such time period may be shortened for any emergency assessments.

The Association shall, within reasonable time following written request by any Owner, furnish written certification signed by an officer of the Association, as to the status of payment of all assessments assessed as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

**Section 5.5** Collection of Assessments; Effect of Non-Payment; Personal Obligations; Lien; Remedies. The Association shall collect all assessments levied by it. If any assessments are not paid on the date such assessments are due, then such assessment shall be deemed delinquent and, together with interest, costs and attorney's fees and court costs (including those for appeals) actually incurred by the Association for the collection thereof as heretofore provided shall thereupon become a continuing lien on the appropriate Lot, which lien shall bind the Lot, and the then-Owner, his and their heirs, devisees, personal representative successors and assigns. The personal obligation of the then-Owners to pay such assessments shall pass to its successors in title, and recourse may be had against either or both.

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Should any and each installment of an assessment not be paid within ten (10) days after the date such installment is due, then the Association shall be entitled to assess against the Owner responsible therefor a late charge equal to the greater of Fifty Dollars (\$50.00) or ten percent (10%) of the amount of the unpaid installment, such charge being to compensate the Association for the added administrative expense resulting from the delinquency. Should any installment of an assessment not be paid within thirty (30) days from the due date thereof, then, in addition to said late charge, said installment shall bear interest from the due date of such installment at the rate of twelve percent (12%) per annum. The Board may waive the payment of either or both of the aforesaid charge or interest in such circumstances as the Board deems appropriate. In addition, the Association may, at its sole option, bring an action at law against the Owner(s) personally obligated to pay the same, record a claim of lien against the property against which the unpaid assessments are imposed, foreclose such lien, or pursue one or more of such remedies at the same time or successively. If any installment of an assessment is not paid within thirty (30) days after its due date, the Association may mail an acceleration notice to the Owner and to each Institutional First Mortgagee of a Lot which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the assessments for the then current fiscal year and sale of the Lot pursuant to foreclosure of the lien securing the unpaid assessments. If the delinquent installment of assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Association at its option may declare all of the unpaid balance of all applicable assessments to be immediately due and payable without further demand and may enforce the collection of the full assessments (as accelerated) and all charges thereon in any manner authorized by law and this Declaration. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

Attorney's fees and costs incurred in connection with the preparing and filing of the claim of lien and the prosecution of any foreclosure or other actions for collection of such assessments and late charges shall be added to the amount thereof, and any judgment obtained on account of such non-payment shall include all sums as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action, and appeals thereof or actions collateral thereto.

In addition to the other rights set forth in this Section 5.6, any and all persons acquiring title to or any interest in a Lot subject to a delinquent assessment, including without limitation, persons acquiring title by operation of law or by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing with respect to that Lot have been fully paid, and no other sums due; provided however, that the provisions of this sentence shall not be applicable to mortgagees and purchasers contemplated by Section 5.12 of this Article V.

It shall be the legal duty and responsibility of the Association to enforce payment of assessments hereunder, but failure of the Association to send or deliver bills shall not relieve Owners from such obligations. All assessments, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

**Section 5.6 Notice of Claim of Lien.** No action shall be brought to enforce any assessment lien herein unless at least thirty (30) days have expired following the date a notice thereof is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a claim of lien has been recorded by the Association. Said notice and claim of lien must recite a good and sufficient legal description of any such Lot, the record or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the highest lawful rate, plus attorney's fees and expenses actually incurred in the preparation of the notice and claim of lien, the enforcement thereof, and the collection of the debt secured by said lien, and late charges). Such notice and claim of lien shall be signed and acknowledged by an officer or agent of the Association. The lien shall continue until fully paid or otherwise satisfied.

**Section 5.7 Foreclosure Sale.** The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized employees or agents, shall have the power to bid on the amount secured by the assignment lien, and to acquire, hold, lease, mortgage and convey the same.

**Section 5.8 Curing of Default.** Upon the timely curing of any default for which a notice of and a claim of lien has been sent and filed by the Association, an officer thereof shall record an appropriate release of lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00), to cover the cost of preparing and recording such release.

**Section 5.9 Association's Certificate.** Each Owner and every holder of a mortgage on a Lot shall have the right to require from the Association a certificate showing the amount of unpaid periodic and special assessments and any other monies owed by the Owner to the Association with respect to his Lot, upon payment to the Association of a reasonable fee not exceeding Fifty Dollars (\$50.00). Such certificate shall be binding on the Association as to any person who reasonably relies thereon.

**Section 5.10 Cumulative Remedies.** The assessment liens and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for or in derogation of all other rights and remedies which the Association and its assigns may have hereunder and under law, including a suit to recover a money judgment for unpaid assessments, as above provided.

**Section 5.11 Subordination of Lien.** Notwithstanding anything to the contrary herein, any lien on a Lot provided for in this Article V shall be superior to all other liens on said property save and except any real or personal property tax liens thereon and save and except the lien of any Institutional First Mortgage made in good faith to an unrelated party for value which is recorded prior to the date on which the claim of lien is recorded and which secures an indebtedness amortized in monthly or quarter-annual installments over a period of not less than ten (10) years (regardless of whether the mortgage is due in less than ten (10) years). The sale or transfer of any Lot shall not affect the assessment lien. To the extent required by law, an Institutional First Mortgagee or other person who obtains title to a Lot by foreclosure of a first mortgage, or an Institutional First Mortgagee not be liable for the unpaid assessments that became due prior to such

acquisition of title, unless the payment of assessments was secured by a claim of lien recorded by the Association prior to the recording of the first mortgage. However, no sale or transfer shall relieve such Lot from liability for any installments of assessments thereafter becoming due or from the lien thereof regardless of how title to the Lot was acquired. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 5.12 shall be declared a common expense of the Association and shall be divided among, payable by and a lien against all Lots as provided in Section 5.1 of this Article V, including the Lot as to which the foreclosure or conveyance in lieu thereof took place.

Section 5.12 Trust Funds. All assessments collected by the Association shall be held by the Association in trust for the Owners, as their interest may appear, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States Government.

## 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.



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**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



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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).

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.

**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 an 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

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 withing 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, licenseses, 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).



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Section 12.14 Grant of Easements. If any grant of any easement made or provided for herein would otherwise fail by virtue of the nonexistence of the grantee thereof as of the time of the making of this Declaration, then the Association shall be automatically deemed to be the attorney-in-fact for such grantee to hold the interest created by such grant of easement until such time as said grantee shall come into existence, at which time the interest created by such grant of easement shall become automatically vested in said grantee.

Executed as of the date first above written.

WITNESSES:

LAKES KINGDOM, LLC

[Signature]  
Print Name: ILIANA LEZCANO

By: [Signature]  
ROBERTO VINAS, Managing Member

[Signature]  
Print Name: Ronald M. COSTA

Address: 13255 SW 135<sup>th</sup> Avenue  
Miami, Florida 33186

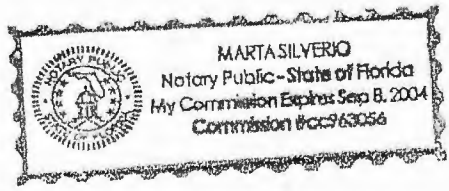
STATE OF FLORIDA        )  
                                      ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 20 day of November, 2001, by Roberto Vinas, as Managing Member, of LAKES KINGDOM, LLC., A Florida Limited Liability Company, who is personally known to me or who produced personally known as identification.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: Sept 8, 2004

MARTA SILVERIO  
Print Name of Notary





OFF. REC. CK.

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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