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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR THE HAMMOCKS**

This Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Hammocks, hereinafter referred to as the "Declaration", made as of this 16 day of NOVEMBER, 1988 by AMERICAN NEWLAND ASSOCIATES, a California general partnership consisting of American General Realty Investment Corporation, a Texas corporation, one of two general partners, and The Newland Group, Inc., a California corporation, one of two general partners, with offices at 9280 Hammocks Boulevard, Suite 101, Miami, Florida, 33196, as assignee of Genstar Development, Inc., a New York corporation (successor by merger to Genstar Southern Development Corporation, a Delaware corporation), hereinafter referred to as "Developer" and/or "Declarant", amends and restates the Declaration which was initially made as of the 20th day of November, 1979, as recorded on December 19th, 1979 in Official Records Book 10606, at Page 249, of the Public Records of Dade County, Florida, as amended, modified and supplemented, including, without limitation, by the following instruments identified by date of recording and Official Records Book and Page Number in the Public Records of Dade County, Florida, as follows:

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88R418296

SUPPLEMENTS TO DECLARATION

<u>DATE OF RECORDING</u>	<u>O.R. BOOK</u>	<u>FIRST PAGE</u>
05/22/80	10756	1683
08/14/80	10840	838
08/14/80	10840	840
01/23/81	10996	89
01/23/81	10996	91
01/23/81	10996	93
06/03/81	11120	76
09/15/81	11213	628
02/01/82	11339	1218
09/29/82	11572	85
08/18/83	11880	1864
08/18/83	11880	1866
12/15/83	11998	2059
12/14/84	12355	1683
12/14/84	12355	1685
12/14/84	12355	1687
12/26/84	12364	1681

OFF.
REC. 13899PG 312SUPPLEMENTS TO DECLARATION (cont.)

<u>DATE OF RECORDING</u>	<u>O.R. BOOK</u>	<u>FIRST PAGE</u>
01/09/85	12377	2625
02/26/85	12425	2468
11/22/85	12709	424
01/13/86	12757	2365
06/24/86	12932	3886
07/25/86	12964	2753
09/08/86	13010	3032
12/19/86	13123	239
06/25/87	13324	2890
06/25/87	13324	2892

AMENDMENTS TO DECLARATION

<u>DATE OF RECORDING</u>	<u>O.R. BOOK</u>	<u>FIRST PAGE</u>
06/03/81	11120	74
01/21/82	11329	1029
07/26/84	12218	1284
08/28/84	12250	2930
12/26/84	12364	1681
11/22/85	12709	424
01/13/86	12757	2365
04/17/86	12858	2593
05/12/86	12886	318
07/25/86	12964	2753
09/08/86	13010	3032
12/12/86	13114	812
06/18/87	13316	3110

WITNESSETH:

WHEREAS, the Declarant desires to develop the real property described in Article II of this Declaration as a residential and business community with various permanent Common Properties for the benefit of the Development; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the Common Properties; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said real property and each Owner of portions thereof; and

OFF.
REC. 1389970 313

WHEREAS, it is desirable for the efficient preservation of the values and amenities in the Development to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Properties and improvements, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Hammocks Community Association Incorporated has been organized under the Not-For-Profit Corporation Laws of the State of Florida for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes preferred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

(a). "Architectural Control Committee", sometimes referred to as "ACC", shall mean and refer to the permanent committee of the Association established by Article VIII of this Declaration.

(b). "Association" shall mean and refer to Hammocks Community Association Incorporated, a Florida not-for-profit corporation.

(c). "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d). "Builder" shall mean and refer to any purchaser of one or more Lots from Developer whose intent at the time of closing with Developer is the construction thereon of Homes, Residential Rental Apartment Buildings or Business Buildings for resale or rent immediately subsequent to completion of such improvements. There shall be a presumption that all Homes and Residential Rental

OFF.
REC. 13899PG 314

Apartment Buildings are built for immediate resale or rental and that all Business Buildings are not built for immediate resale or rental.

(e). "Business Building" shall mean and refer to any building containing one or more Business Units.

(f). "Business Lot" shall mean and refer to any Lot on which one or more Business Buildings are or are to be constructed.

(g). "Business Unit" shall mean and refer to all units of commercial or industrial space within a Business Building occupied or intended to be occupied by one business entity and separated from other Business Units by appropriate partitions. The following shall, without limitation, be deemed "commercial" space within the meaning of this Section (g) and shall be Business Units: any hotel, motel, nursing home, adult congregate living facility, health care facility or substantially similar business operation, including all ancillary facilities to any of the foregoing, including residence apartments.

(h). "Common Properties" or "Common Areas" shall mean and refer to the Master Common Properties and the Neighborhood Common Properties, either collectively or individually, as appropriate.

(i). "Developer" shall mean and refer to American Newland Associates and its successors and such of its assigns as to which or whom the rights of Developer are specifically assigned in an instrument recorded in the Public Records of Dade County, Florida.

(j). "Development" shall mean and refer to The Hammocks, a development being constructed on The Properties.

(k). "Home" shall mean and refer to all units of residential housing other than housing described in Section (g) above situated upon The Properties, whether they are fee-owned residences, individual apartments located within a Residential Rental Apartment Building, or condominium units.

(l). "Local Association" shall mean and refer to a condominium association, property owners' association or homeowners' association for any portion of The Properties.

OFF.
REC. 138998 315

(m). "Lot" shall mean and refer to any plot of land located within The Properties, now or hereafter designated as a lot or tract on any existing or future plot of portions of The Properties, intended for residential, commercial, or industrial use, but shall not include the Common Areas. In the case of a Lot on which there is, or is to be located a condominium building(s), the term "Lot" shall refer to each of the condominium units within such condominiums and not to the underlying land. In the case of a Lot on which there is or is to be located a residential rental apartment building(s), the term "Lot" shall refer to all the Residential Rental Apartment Buildings, which shall be assessed, and be subject to the lien for assessments as a single Lot, but the assessment levied shall be as provided in Article VI, Section 3(e).

(n). "Master Common Properties" shall mean and refer to certain areas of land devoted to the common use and enjoyment of all Owners which are now or hereafter declared as such Master Common Properties. The present Master Common Properties are described in Exhibit "B" hereto. The Master Common Properties shall also include those portions of the Development which are shown on applicable Plats of subdivisions within The Properties as being "Pedestrian Landscape Easements", or words of similar import, notwithstanding the fact that title to such areas may be vested in a party or parties other than the Association. The Master Common Properties shall also include all landscaping located on Dedicated Rights of Way now or hereafter located within the overall development known as The Hammocks.

(o). "Member" shall mean and refer to all those Owners who are holders of membership interests in the Association, as such interests are set forth in Article III.

(p). "Neighborhood" shall mean and refer to any one or more Residential Lots and Neighborhood Common Properties which are designated as a Neighborhood herein or are hereafter designated as a Neighborhood by Supplemental Declaration. The Neighborhoods as presently platted are described in Exhibit "C" hereto.

(q). "Neighborhood Committee" shall mean and refer to the committee in a particular Neighborhood which is authorized by the Association to act with respect to matters in a particular Neighborhood which does not have a Local Association.

OFF.
REC. 1389976 316

(r). "Neighborhood Common Properties" shall mean and refer to certain areas of land devoted to the common use and enjoyment of all Owners of Lots located within an appropriate Neighborhood which are designated as Neighborhood Common Properties herein or are hereafter designated as Neighborhood Common Properties by Supplemental Declaration. The present Neighborhood Common Properties for each Neighborhood are described in Exhibit "D" hereto.

(s). "Owner" shall mean and refer to the record owner of fee simple title to any Lot, including the Developer with respect to unsold Lots. Every record owner shall be treated for all purposes as a single Owner for each Lot owned, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. Where such ownership is joint, in common, or tenancy by the entirety, majority vote of such owners shall be necessary to cast any vote to which such record owners are entitled.

(t). "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining structure, situate or intended to be situate on the boundary line between adjoining Lots other than condominium units.

(u). "Residential Lot" shall mean and refer to any Lot on which a Home or Homes are or are to be constructed.

(v). "Residential Rental Apartment Building" shall mean and refer to any rental apartment building containing more than one Home.

(w). "Special Common Properties" shall mean and refer to recreational or other facilities constructed on a portion of the Master Common Properties which are to be maintained and administered by a Local Association.

(x). "Supplemental Declaration" shall mean and refer to any supplement, amendment or modification of this Declaration.

(y). "The Properties" shall mean and refer to all such properties as are or become subject to this Declaration.

OFF.
REC. 13899PG 317**ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. The Properties. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is all that certain plot, piece or parcel of land situate, lying and being in the County of Dade and State of Florida, being more particularly bounded and described in Exhibit "A" hereto attached and which describes the now existing boundaries of The Hammocks development.

Section 2. Additions to The Properties: Certain Amendments. The Developer shall have the right to bring within the scheme of this Declaration any additional properties contained within the now existing boundaries of The Hammocks as described in Exhibit "A" attached hereto, except for the property designated on said Exhibit "A" as:

(a). "Town Center", which is legally described as Tract A of THE HAMMOCKS TOWN CENTER, according to the plat thereof, as recorded in Plat Book 118, at Page 94, of the Public Records of Dade County, Florida; and

(b). "AmeriFirst Park", which is legally described as Tract A of AMERIFIRST PARK, according to the Plat thereof, as recorded in Plat Book 127, at Page 65, of the Public Records of Dade County, Florida.

The Developer shall also have the right to bring within the scheme of this Declaration any additional properties abutting the now existing boundaries of The Development as described in the aforementioned Exhibit "A" by acquiring title to these properties and bringing them into the common development scheme of The Hammocks.

The Developer shall not be obligated to bring any or all of the proposed additional properties within the scheme of this Declaration. The additions authorized under this subsection may be made by the Developer without the consent of the Builders, the Association, Members, Owners, or any Local Associations by the recording in the Dade County Clerk's Office of Supplemental Declarations with respect to the additional property which shall extend the scheme of the covenants, restrictions, easements, charges and liens of this Declaration to such property or modify the Declaration with respect to such additional properties as hereinafter set forth.

OFF.
REC. 13899PG 318

Such Supplemental Declarations may contain such complimentary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of The Properties or the additional properties which are the subject of such Supplemental Declaration as are not inconsistent with the scheme of this Declaration. Further, such Supplemental Declarations may contain provisions relating to such portion of The Properties and/or such additional property, or any portions thereof, dealing with, among other things, assessments and the basis thereof, Rules and Regulations, architectural controls and other provisions consistent with the nature of the development of such properties and pertaining to all or part of such portion and/or such additional properties to the exclusion of other portions of The Properties.

The provisions of this Section may not be amended without the consent of Developer.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Classes of Membership. The Association shall have five classes of membership interests. Each class shall have one membership interest for each Lot owned, except Class C, which shall initially have 8,300 membership interests. The number of Class C membership interests may be increased or reduced by Supplemental Declaration.

(a). Class A shall consist of all Owners of Residential Lots subject to this Declaration, and any Supplemental Declaration hereto, except Class B Owners, Class E Owners, and Developer.

(b). Class B shall consist of all Builders.

(c). Class C shall be restricted to Developer.

(d). Class D shall consist of all Owners of Business Lots subject to this Declaration, and any Supplemental Declaration hereto, except Class B Owners and Developer.

(e). Class E shall consist of all Owners of Residential Rental Apartment Buildings.

OFF.
REC: 13899PC 319**Section 2. Changes in Class of Membership.****(a). Reduction or Conversion of Class C Membership Interests.****(i) Reduction of Class C Membership Interests.**

Developer shall have the right at any time to voluntarily reduce the number of Class C membership interests owned by Developer by notifying the Association of such reduction. In any event, upon completion of the Development to the extent that all membership interests have been converted to Class A, Class D and Class E membership interests and Developer no longer holds any property which may, at Developer's option, become subject to this Declaration, all Class C interests shall be automatically terminated.

(ii) Conversion of Class C Membership Interests. Upon the conveyance by Developer of any portion of The Properties for residential, commercial or industrial purposes, Developer's Class C membership interest applicable to such portion shall be converted to Class A, Class B, Class D, or Class E membership interests, whichever is consistent with the provisions of this Article.

(b). Conversion of Class B Membership Interests.

(i) Except for Residential Rental Apartment Buildings, upon the transfer of title of any Lot which is held for resale by a Builder, or upon occupancy of any home owned by a Builder, the Class B membership interest appurtenant to such Lot shall automatically be converted to a Class A, Class C, or Class D membership interest, whichever is consistent with the provisions of this Article.

(ii) Upon issuance of a Certificate of Occupancy for a Residential Rental Apartment Building, the Class B membership interest appurtenant to such Lot shall automatically be converted to a Class E membership interest. If more than one such building is being constructed on a single Lot, the conversion shall apply on a building by building basis.

(c). Conversion of Class E Membership Interests. Upon the recording of a Declaration of Condominium converting a Residential Rental Apartment Building to a

OFF: 13899PG 320
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condominium, the Class E membership interest of said Residential Rental Apartment Building shall be converted to Class A membership interests for each unit in said condominium.

Section 3. Voting Rights.

(a). Class A members shall have one vote for each Lot owned. To the extent that a Lot contains, or under then existing zoning, may contain more than one Home, the Owner of such Lot shall be entitled to so many votes as is equal to the number of Homes which are constructed or can be constructed on such Lot.

(b). Class B members shall have voting rights for each Lot on the same basis as the Class which the Lot will become when it is converted from Builder status.

(c). Class C members shall have two (2) votes for each membership interest.

(d). Class D members shall have .175 votes for each one-twentieth (1/20th) of an acre owned by such member. No votes shall be assigned to any fraction of an acre less than one-twentieth (1/20th) of an acre, except that in the case of a business condominium, the Class D member shall be the Association for the condominium, and the number of votes assigned to the Association shall be .175 votes for each one-twentieth (1/20th) of an acre of land contained in the condominium.

(e). Class E members shall have .175 votes for each one-twentieth (1/20th) of an acre owned by such member.

Section 4. Multiple Ownership. Where more than one person or entity shall be at any time the Owner of a Lot entitled to a membership interest, the vote attributed to such Lot shall be exercised as such Owners mutually determine. No member shall split or divide its votes on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners cast a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot by the Owners of such Lot, none of said votes shall be counted, but rather, all such votes shall be deemed void.

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REC. 138990 321**ARTICLE IV PROPERTY RIGHTS IN THE PROPERTIES**

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 of this Article, and other limitations set forth herein, every Member shall have a right and easement of enjoyment in and to the Master Common Properties, and a right and easement of enjoyment to the Neighborhood Common Properties lying within the Neighborhood wherein the Member's Lot is located, and such easements shall be appurtenant to, and shall pass with, the title to every Lot.

Section 2. Title to Common Properties. Developer has conveyed or will convey to the Association and/or any governmental entity, including, but not limited to, a special taxing district, legal title to appropriate developed portions of the Common Properties, including Neighborhood Common Properties, subject to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the Development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair and maintenance of roadways, walkways, lake systems, recreational facilities, outdoor lighting, jogging paths and linear park areas. Further, it shall be an express, affirmative obligation of the Association to keep the Common Properties and the facilities located thereon operating and adequately staffed during such hours as such facilities are normally in operation in Dade County.

This Section shall not be amended to reduce or eliminate the obligation for maintenance and repair of the Common Properties without the consent of the Developer.

Section 3. Title to Additional Common Properties. From time to time, Developer reserves the right, but not the obligation, to convey to the Association legal title to additional Common Properties subject only to the condition that such properties shall be subject to the covenants set forth in Section 2 of this Article.

Developer shall not be obligated to bring any additional Common Properties within the scheme of this Declaration, nor to convey title to such Common Properties to

OFF. REC. 13899PC 322

the Association. The additions authorized under this subsection may be made by Developer in accordance with Article II, Section 2 of this Declaration.

Section 4. Extent of Members' Easements. The right and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the enjoyment rights of any Member in and to the recreational facilities of the Association for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for an infraction of its published Rules and Regulations.

(b) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any Builder or Developer, if done in connection with the development of the Properties, or to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer shall be effective unless:

(i) fifty-one percent (51%) of the Members shall vote in favor thereof at a meeting of the Members called for such purpose, or an instrument, signed by Members entitled to cast fifty-one percent (51%) of the eligible votes, has been recorded, agreeing to such dedication or transfer; and

(ii) written notice of the action is sent to every Member, if the dedication or transfer is of Master Common Properties, or to every Member of the Neighborhood involved, if the dedication or transfer is of Neighborhood Common Properties, at least fifteen (15) days in advance of any action taken.

(d) The right of Developer and of the Association to grant and reserve easements and rights-of-way in, through, under, over and across The Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of Developer to grant and reserve easements and rights-of-way in, through, under, over, upon and across The Properties for the completion of the Development.

OFF.
REC: 13899PC 323

(e). The right of the Association to license or contract, on an exclusive or non-exclusive basis, for the provision of recreational or other services to Members, such as day care services and boat rentals, in connection with the use of the Common Properties and to lease or otherwise permit the use of the Common Properties in such regard. Any Member using such a licensed or permitted service shall, by acceptance of membership in the Association, be deemed to have agreed to waive any liability of the Association or Developer arising from or in connection with a licensed or permitted service, whether caused in whole or in part by the negligence of the Association or Developer or otherwise, and to indemnify and hold the Association and Developer harmless from and against any cost, claim, damage, expense or liability of any kind, including attorneys' fees and costs at all tribunal levels, arising from or in connection with a licensed or permitted service, and whether caused in whole or in part by the negligence of the Association, Developer or otherwise.

Section 5. **Special Common Properties.** In the event that Developer or a Builder desires to construct recreational or other facilities on any portion of the Master Common Properties, which facilities are to be maintained and administered by a Local Association, then Developer may record a Supplemental Declaration to such effect, designating such portion of the subject Master Common Properties to be "Special Common Properties". All Special Common Properties shall be governed by this Section 5, except to the extent otherwise provided in the Supplemental Declaration designating same.

(a). The Local Association having jurisdiction over the Special Common Properties shall be responsible for the continuous management, maintenance, upkeep, repair, replacement and insurance, as provided in subsection (f) of this Section, without cost or expense to the Association. In furtherance of the foregoing, the applicable Local Association shall have an easement over its respective Special Common Properties.

(b). In the event that a Local Association fails to maintain its Special Common Properties in an orderly, clean and attractive manner, as determined by the Association in its reasonable discretion, and such failure continues for a period of five (5) days after the Local Association has been notified by the Association to perform such maintenance, the Association may, but shall not have any duty or obligation to,

OFF.
REC. 13899PG 324

enter onto the Special Common Properties and perform such maintenance work, and the Local Association shall be liable for the immediate payment to the Association of all of its costs and expenses incurred in doing so, together with an administrative surcharge not to exceed twenty-five percent (25%) of such costs and expenses.

(c). No Local Association shall cause or suffer any changes to be made to its Special Common Properties, or any exterior portions of the improvements thereon, without first receiving the written approval thereof from the Architectural Control Committee in accordance with Article VIII of this Declaration. In addition to all other remedies available to the Association hereunder with respect to unapproved architectural changes, the Association shall have an easement and right of entry upon the Special Common Properties for the purpose of removing any changes thereto, or to the exterior portions of any improvements thereon, made in violation of this subsection. In such event, the Local Association shall be liable for the immediate payment to the Association of all of its costs and expenses incurred in performing the aforesaid remedial work, together with an administrative surcharge not to exceed twenty-five percent (25%) of such costs and expenses.

(d). Except as provided in subsection (c) of this Section, the Association shall not make any additions or alterations to any Special Common Properties, or any improvements thereon, without the prior written consent of the Local Association having jurisdiction thereover, which consent may be conditioned upon the approval of plans or any other reasonable grounds the Local Association may deem appropriate.

(e). The Local Association shall indemnify and hold the Association harmless from and against all costs, claims, damages, liabilities and expenses of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of or connected with the use of the Special Common Properties by any persons whatsoever.

(f). Each Local Association having Special Common Properties shall continuously maintain in full force and effect:

(i) comprehensive general liability insurance with an annual aggregate limit of not less than Six Million Dollars (\$6,000,000.00), unless

OFF.
REC. 13899PG 325

otherwise approved by the Association, with contractual liability coverage specifically insuring the indemnification provided for in subsection (e) of this Section; and

(ii) casualty and flood, if available, insurance in an amount equal to the full replacement cost of all improvements located on the applicable Special Common Properties. Such policies of insurance shall be subject to the prior written approval of the Association, and the Local Association shall deliver to the Association certificates evidencing the existence of such insurance and providing that no such policies shall expire or be terminated or modified without at least thirty (30) days' prior written notice to the Association. In the event the Local Association shall fail to provide such insurance within fifteen (15) days following written notice from the Association, the Association shall have the right, but shall not be obligated, to place such insurance and the Local Association shall be liable for the immediate payment to the Association for the cost of obtaining such insurance, plus an administrative surcharge not to exceed twenty-five percent (25%) of such cost.

(g). In the event the Local Association shall fail to pay to the Association the sums required by subsections (b), (c) or (f) of this Section for maintenance, conformity with approved plans, and insurance within fifteen (15) days following written demand, the Association may assess such sums against the Members of the Local Association pursuant to Article VI, Section 3, and such assessments shall be subject to all remedies provided in Article VI, Section 5 of this Declaration.

Section 6. Non-Member Uses of Common Properties. Subject to their full compliance with the provisions of this Declaration and with the applicable Rules and Regulations of the Association, bona fide tenants and guests of Members may use the Common Properties for their intended purposes, provided that:

(a). a tenant shall have a lease with the applicable Member which is in compliance with the provisions of this Declaration and shall not otherwise be in violation of this Declaration, including, without limitation, as to the maintenance of the tenant's Lot;

OFF.
REC. 13899PG 326

(b). a guest of a Member or a tenant shall be accompanied by the applicable Member or tenant when using recreational facilities, including, without limitation, beaches, except as provided in subsection (c) of this Section;

(c). a guest of a Class D Member which is a hotel, motel, resort or club operator may use the Common Properties unaccompanied by the Class D Member, except that such guest shall not be entitled to use swimming pools, tennis courts or other recreational facilities located on the Common Properties at any time; and

(d). the Member who is the landlord/host of a tenant or guest using any of the Common Properties shall be jointly and severally liable for any damage thereto caused by such tenant or guest.

Section 7. Use of Dedicated Rights of Way. Residents of The Hammocks shall have the right to use Dedicated Rights of Way in accordance with this Declaration, and such Rules and Regulations as may from time to time be promulgated by the Association, subject to the rights, if any, of the public in the Dedicated Rights of Way.

ARTICLE V DEVELOPMENT OF THE HAMMOCKS

Section 1. The Hammocks. Developer has the right, but is not obligated, to build up to approximately 8,300 Homes and develop 144 acres of Business Lots on the approximately 1,096 acres of land intended to comprise the Development.

Section 2. Easements. Developer does hereby establish and create for the benefit of the Association and for all Owners, and does hereby give, grant, and convey to each of the aforementioned the following easements, licenses, rights and privileges:

(i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads, and walks within the Master Common Properties, as they may be built or relocated in the future, for all purposes.

(ii) Rights to connect with, maintain, and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or

OFF.
REC. 13899PG 327

along the streets and roads or other areas of the Master Common Properties and, with respect to Owners within a Neighborhood, within the Neighborhood Common Properties.

Section 3. Reservation of Easements. Developer reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across The Properties, for the purpose of completing its work in developing and providing for the development of the Development, as described in Section 1 of this Article and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across The Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, electric and other utilities and for any other materials or services which Developer deems reasonably necessary for the completion of such work. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of other areas of the Common Properties. Developer also reserves the right for itself, its designees, successors and assigns to continue to use The Properties, and any roadways, sales offices, model homes, signs and parking spaces located on The Properties, in its efforts to market Homes or Lots in The Properties. This Section may not be amended without the consent of Developer.

Section 4. Encroachments on Lots. In the event that any portion of any roadway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Developer or its designee, successor or assign, encroaches on any Lot, it shall be deemed that the Owner of such Lot has granted a perpetual easement to the Owner of the adjoining Lot or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, water line, sewer line, utility line, sprinkler system or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, sprinkler system or structure if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall

OFF.
REC. 13899PC 328

be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 5. Neighborhood Common Properties. Developer reserves the right to file Supplemental Declarations pertaining to the additions to The Properties and to the Common Properties, or to appropriate portions thereof, or of existing portions of The Properties without obtaining the consent of the Association, its members, the Builders, or any other party, in accordance with Articles II and IV. Such Supplemental Declarations may contain any provisions not inconsistent with the scheme of this Declaration including, but not limited to, the following:

(a). The establishment of maintenance, repair and replacement obligations by the Association for the purpose of maintaining portions of The Properties.

(b). The establishment of a Neighborhood assessment and the method of establishing such assessment whether or not such method is consistent with the method of establishing Association assessments set forth herein, applicable only to those properties for which specified maintenance, repair, and replacement obligations are set forth in the Supplemental Declaration.

(c). Provisions regarding the collection and enforcement of assessments established pursuant to the Supplemental Declaration.

(d). Architectural control provisions, Rules and Regulations, as well as procedures to enforce such Rules and Regulations.

Section 6. Taxes. It is the intent of Developer that, inasmuch as the interest of each Owner to use and enjoy the appropriate portions of the Common Properties of the Association appurtenant to such Owner's Lot is an interest in real property appurtenant proportionately to each appropriate Lot, the value of the interest of each Owner in such Common Properties shall be included in the assessment for each Lot and, as a result, any assessment directly against such Common Properties should be of nominal nature, reflecting that the full value of the same should be included in the assessments of the appropriate Lots.

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REC. 13899PC 329**ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation. The Developer, for each Lot owned by it within The Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such annual and special Association and Neighborhood assessments as are fixed by the Association's Board of Directors and assessed to the Members as hereinafter provided. All sums assessed by the Association, but unpaid, together with interest at the maximum permissible rate in the State of Florida, a late charge as provided in Section 5 of this Article, all costs incurred by the Association, and attorneys' fees charged in accordance with the Resolution of the Association's Board of Directors relating to collection of delinquent accounts, shall be a continuing lien upon the Lot owned by such Member against which such assessments are levied and shall also be the personal obligation of the Owner of such Lot at the time when such assessments are levied.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for:

(a). Promoting the recreation, health, safety and welfare of the appropriate group of Owners in The Properties as an entire community or a Neighborhood; and

(b). The improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of Common Properties and of the Lots situated upon The Properties, including, without limitation, the payment of taxes, if any, insurance thereon, repair, replacement and additions thereto and the cost of labor, equipment, materials, services, management and supervision thereof.

Section 3. Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sums necessary and adequate for the continued operation of the Association, excluding items of expense limited to Neighborhoods and individual Members therein, which shall include a budget representing the sums necessary and adequate for the continued

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REC. 13899PG 330

operation of Neighborhood Common Properties restricted in use to less than all Members of the Association, and shall send a copy of the budgets, and any supplement to the budgets, to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual requirements, and any supplemental requirements, shall be allocated between, assessed to, and paid by, the Members based upon the following formula:

(a). All Class A Members shall be assessed equally based upon one unit of assessment for each Home constructed on each Residential Lot.

(b). All Class B Members shall be assessed fifty percent (50%) of the assessment amount applicable to the Residential or Business Lots owned by such Member.

(c). The Class C Member (the Developer) shall be assessed for unsold Lots as follows:

(i) Ten percent (10%) of the assessment amount applicable to the Residential or Business Lots owned by such Member, or at the Class C Member's option.

(ii) \$24.00 per year for each Residential Lot and \$4.20 per year for each one-twentieth (1/20th) of an acre of Business Lots owned by the Class C Member, or at the Class C Member's option.

(iii) The obligation for assessments on unsold Lots will be limited to the difference between the actual operating costs of the Association, and in the case of a Neighborhood Association, the actual operating costs of the Neighborhood Association, and the assessments levied on Class A, B, D and E Members. In no event, however, will the Developer be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on unsold Lots.

OFF.
REC. 13899PG 331

(d). All Class D Members shall be assessed .175 units of assessment for each one-twentieth (1/20th) of an acre of Business Lot owned by such Member. No assessment shall be made for any fraction of an acre less than one-twentieth (1/20th) and, in the case of a Business condominium, the Association of the condominium shall be assessed .175 units of assessment for each one-twentieth (1/20th) of an acre of land contained in the condominium.

(e). All Class E Members shall be assessed for each Lot containing a Residential Rental Apartment Building as follows:

(i) The Lot shall be assessed and be subject to the lien for assessments as a single Lot, but in the aggregate amount of one (1) assessment unit for each apartment located thereon, so that such assessment is the same as if each apartment were a condominium unit.

(ii) Prior to the issuance of the Certificate of Occupancy for a building, the applicable Lot shall be deemed to contain the number of apartments indicated on the site plan therefor approved by Metropolitan Dade County, Florida or, in the absence of such an approved site plan, the maximum number of apartments permitted by the applicable zoning classification, or any agreement of record between Developer and a Builder relating to the density, whichever is less.

(iii) In the event that interests in buildings on a Lot become subject to separate ownership by conveyance of title, long-term "ground" lease or otherwise, then each building in which there is a separate interest shall be deemed a separate Lot for assessment purposes and the lien for assessments shall attach to the interests in such buildings separately rather than on all buildings as one overall Lot.

(iv) Prior to the issuance of the final Certificate of Occupancy for a Residential Rental Apartment Building, the assessments for the Lot on which such building is located shall be at the fifty percent (50%) rate payable by Class B Members, but after such issuance, at the full rate. By way of example only, if two (2) buildings are located on a Lot, and only the first one has received a Certificate of Occupancy, assessments on the first building would be

OFF. REC. 138996 332

payable at one hundred percent (100%) of the aggregate amount payable, as if it were a condominium containing as many units as there are apartments, but the assessments on the second building would be payable at fifty percent (50%) of such rate until its own Certificate of Occupancy is issued.

(f). Assessments shall be made by dividing (i) the total Association budget by the number of Members of the Association on the basis of the assessment rates set forth above for each such membership; and (ii) each Neighborhood budget by the number of Members of the Association located within each Neighborhood on the basis of the assessment rates set forth above for each such membership.

An example of the manner of computing assessments is as follows: Assuming there were 25 Residential Lots owned by Class A Members, 25 owned by Class B Members, 25 owned by Class C Members, one acre owned by Class D Members, and one Lot containing 25 apartments for which a Certificate of Occupancy has been issued and is owned by Class E Members, the total computation would be as follows:

25 Lots x 1	=	25.0
25 Lots x .50	=	12.5
*25 Lots x .10	=	2.5
20 Units x .175	=	3.5
<u>25 Units x 1</u>	=	<u>25.0</u>
Total Assessment Units		68.5

* Assumes the Developer selected option (i) of Section 2(c)

For the purpose of computing and allocating assessments, the determination as to the title owner of Lots, the number of assessable Lots and the status of membership shall be taken as of the first day of the fiscal year in which the assessment is to be rendered. For the purpose of exercising its options with respect to assessments pursuant to subsection (c) of this Section, the Developer shall notify the Association of the manner in which such assessment is to be rendered. In the event the Developer fails to notify the Association, in writing, of such intention by the first day of the fiscal year, the manner of assessing the Developer shall be the same as the prior fiscal year.

OFF.
REC. 138996-333

(g). Separate records shall be maintained by the Association pertaining to expenses, budget and assessments for Neighborhood Common Properties and Master Common Properties. Unless otherwise set forth herein, an Association Assessment shall be levied against all Members of the Association to cover the expenses attributable to Master Common Properties and a Neighborhood Assessment shall be levied against the Owners in the Neighborhood to cover the expenses attributable to the Neighborhood Common Properties of such Neighborhood.

(h). In addition to the assessments hereinabove provided, the Association may adopt a separate annual or special assessment for security and/or a special assessment for any proper purpose. Any such special assessment shall be assessed equally against all Lots, regardless of the Class of Member owning such Lot. However, the Class C Member, at its option, may elect to be exempt from the payment of any assessments for security services so long as it agrees to pay the difference, if any, between the actual cost for security services and the amount collected for security services by assessments levied on Class A, B, D, and E Members as set forth above. In no event will the Class C Member be required to make a deficiency contribution in an amount greater than that for which it would otherwise be liable if it were paying assessments on its unsold Lots.

Section 4. Due Dates: Duties of the Board of Directors. All assessments shall be payable quarterly, in advance, or on such other basis as is ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot, and shall prepare a roster of the Homes and Lots, and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges due from such Member.

Section 5. Effect of non payment of assessment; the personal obligation of the Member; the lien; remedies of the Association.

(a). If an assessment is not paid within thirty (30) days of the date when due, as fixed by the Board of Directors, then such assessment, together with the

OFF.
REC. 13899PC 334

balance, at the option of the Board, of the annual and special assessments established by the Board pursuant to Sections 3 and 4 of this Article, shall become delinquent and shall, together with interest at the maximum permissible rate in the State of Florida, a late charge, as set forth in subsection (b) of this Section, all costs incurred by the Association, and attorneys' fees charged in accordance with the Resolution of the Board of Directors relating to collection of delinquent accounts, be a continuing lien on the Member's Lot against which such charges are made and shall also be the personal obligation of the Owner of such Lot at the time when such charges are made. Such lien shall be prior to all other liens except tax liens and the lien of a first mortgage, which is subordinate only to tax liens and which secures an indebtedness which is amortized over a period not less than ten (10) years.

(b). Where assessments from a Class A Member are not received within fifteen (15) days of the due date, the Association shall be entitled to charge a late fee of \$20.00 for each such late payment. Where assessments from a Class B, D and/or E Member are not received within thirty (30) days of the due date, the Association shall be entitled to charge a late fee of \$5.00 per unit for each such late payment.

(c). The Association may bring an action at law against the Member or former Member personally obligated to pay the assessment, may file and foreclose a lien against the property, or may do both. In any action, including any arbitration, administrative hearing, court proceeding and appeals thereof, the Association shall be entitled to reasonable attorneys' fees.

Section 6. Selling, Leasing and Gifts of Lots. Any Home, Residential Rental Apartment Building, Business Unit, Residential Lot, or Business Lot may be conveyed or leased by a Member free of any restrictions, except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot and the Home, Residential Rental Apartment Building, or Business Unit thereon unless and until all unpaid assessments against such Lot, including interest, late charges, costs and attorneys' fees, shall have been paid. Any sale or lease in violation of this Section shall be voidable at the election of the Board of Directors.

OFF. REC. 13899PG 335

Upon the written request of a Member or his mortgagee, the Board, or its designee, shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for the issuance of such statements.

The provisions of this Section shall not apply to the acquisition of a Lot, Home, Residential Rental Apartment Building, or Business Unit by the holder of a first mortgage securing a lien which is amortized over a period of at least ten (10) years who shall acquire title to such property by foreclosure or deed-in-lieu of foreclosure of such mortgage. In such event, the unpaid assessments against the Lot which were assessed and became due prior to the acquisition of title by such mortgagee shall be charged to all other Members of the Association as a common expense. The provisions of this paragraph shall not apply to any assessments for the period after the acquisition of title by the mortgagee or the purchase from such mortgagee.

Any Member may convey or transfer his Lot, Home, Residential Rental Apartment Building, or Business Unit by gift during his lifetime, or devise the same by will, or pass the same by intestacy. The provisions of this Section shall not apply to Developer or Builders. This Section may not be amended without the consent of Developer.

ARTICLE VII ADDITIONAL POWERS RESERVED TO DEVELOPER

Section 1. Developer-Related Documents. So long as Developer or any Builder shall own any Lots, no Developer-Related amendment, as hereinafter defined, shall be made to the Declaration, to any Supplemental Declaration, to the Articles of Incorporation of the Association, to the Association By-Laws, Rules, Regulations, Resolutions, or any other similar Association document, nor shall any such Developer-Related amendments or documents be executed, adopted or promulgated by the Association or the Board of Directors unless such Developer-Related amendment or document shall be specifically approved in writing by Developer in advance of such execution, adoption, promulgation and recording.

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REC: 13899PG 336

Section 2. Definitions. For the purpose of Section 1 of this Article, any amendment or other document which does any of the following shall be considered to be "Developer Related":

(a). discriminates or tends to discriminate against Developer or Builder as an Owner or otherwise;

(b). directly or indirectly by its provisions or in practical application relates to Developer or Builder in a manner different from the manner in which it relates to other Owners;

(c). modifies the definitions provided for by Article I of this Declaration in a manner which alters Developer's or Builder's rights or status;

(d). modifies or repeals any provision of Article II of this Declaration;

(e). alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Developer or Builder as a member of the Association;

(f). alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, including, without limitation, agreements respecting zoning suspension, streets, roads, drives, easements, or facilities;

(g). denies the right of Developer to convey to the Association as Common Properties any lands which lie generally within the areas so designated on Exhibit "A" as the same may be revised from time to time;

(h). denies the right of Developer to record a Supplemental Declaration with respect to portions of The Properties or adding properties subject to this Declaration or otherwise making provisions in accordance with the powers granted to Developer in this Declaration;

(i). modifies the basis or manner of Association or Neighborhood assessments as applicable to Developer or Builder or any Lots owned by Developer or Builder as provided for by Articles V or VI of this Declaration;

OFF.
REC. 13899PG 337

- (j). modifies the provisions of Article VIII of this Declaration as applicable to Developer or Builder or any Lots owned by Developer or Builder;
- (k). alters the provisions of any Supplemental Declaration; or
- (l). alters or repeals any of Developer's or Builder's rights or any provision applicable to Developer's or Builder's rights as set forth in any provision of this Declaration or of any Supplemental Declaration or other document applicable to Developer or Builder.

The decision to approve or failure to approve any Developer-Related document or amendment by Developer in accordance with Section 1 of this Article shall be in the sole and absolute discretion of Developer, and the Developer shall not be liable to Builders, the Association, its Members or any other party as a result of granting or refusing to grant such approval.

Section 3. Developer Lands. So long as Developer or Builders continue to construct any facilities in the Development, no action may be taken by the Board of Directors or the Association applicable to the Developer or Builders, or any of the Lots or other land owned by Developer or Builders, unless such action shall be approved in writing by Developer or unless the need therefor shall be waived by the Developer in writing..

ARTICLE VIII ARCHITECTURAL CONTROL

In addition to this Article, other provisions relating to architectural control and use of The Properties are set forth in other Articles of this Declaration, including, without limitation, Article XII and Article XIV.

Section 1. Architectural Control Committee (ACC). The ACC shall be a permanent committee of the Association consisting of not less than three (3) members appointed by the Board of Directors for a one (1) year term.

- (a). The ACC shall contain at least:
 - (i) One (1) member of the Board of Directors;

OFF.
REC. 13899PG 338

(ii) One (1) architect or landscape architect, licensed in Florida; and

(iii) One (1) resident Owner of property in The Hammocks.

(b). The ACC shall meet at least monthly. A quorum shall consist of a majority of the members of the Committee.

Section 2. Community Architectural Control.

(a). No addition, change or alteration shall be made on any Lot, or the exterior of any improvements thereon, without the prior written approval of the ACC.

(b). No perimeter wall or fence separating portions of the land developed on The Properties from portions of the Common Properties or dedicated roadways, or the landscaping of any land separating such wall or fence therefrom, shall be commenced, erected or maintained, nor shall any addition, change or alteration thereto be made without the prior written approval of the ACC.

(c). Prior to commencing any construction, addition, change or alteration described in subsections (a) and (b) of this Section, an application shall be submitted to the ACC in accordance with the requirements promulgated by the Board of Directors, which shall include a complete set of plans and specifications. The ACC shall take action not later than forty-five (45) days from when it has received all requested information.

(d). In making its decision, the ACC shall consider the Architectural Guidelines of the Association. In the event that a substantial deviation from the Architectural Guidelines is sought, the ACC may refer the request to the Board of Directors, which shall consider the application at its next meeting.

(e). If the ACC fails to take action on the application within forty-five (45) days after it has received all requested information, its approval shall be deemed granted.

(f). Within ten (10) days from any approval or disapproval by the ACC, any interested party, or any member of the ACC, may appeal the decision by

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REC. 138990 339

filing a written notice with the Board of Directors. The Board of Directors shall consider such appeal at its next meeting and its decision shall be final.

(g). The provisions of this Section shall not apply to Developer or to Builders, provided that any such Builder has received all approvals required by Developer.

Section 3. Neighborhood Architectural Control. The ACC shall also be responsible for the establishment and enforcement of architectural controls relating to all Neighborhoods. In Neighborhoods which have a Local Association, the ACC may delegate to the Local Association the responsibility for processing Owners' applications for additions, changes or alterations within that Neighborhood. If the Local Association authorizes any such addition, change or alteration, it shall then make application to the ACC for its approval.

Section 4. Commercial and Industrial Architectural Control. The provisions of this Article shall not apply to any Business Lots which are subject to this Declaration or hereafter become subject hereto by Supplemental Declaration or otherwise. This Section may not be amended without the consent of at least fifty-one percent (51%) of the number of Class D votes entitled to vote and the consent of Developer, as long as Developer owns any Business Lots.

ARTICLE IX PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rule of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to each Party Wall and party fence which is built as part of the original construction of the Homes upon the Residential Lots and any replacement thereof.

In the event that any portion of any structure, as originally constructed by Developer, its designee, or any Builder, including any Party Wall or fence, shall protrude onto an adjoining or over two adjoining Lots, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, Party Wall or fence. The foregoing

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REC. 13899PG 340

conditions shall be perpetual in duration, and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall or party fence shall be shared equally by the Owners who make use of the wall or fence.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence must restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act, causes the Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land, and shall pass to such Owner's successors in title.

Section 6. Party and Perimeter Fences. For the purposes of this Article, a party fence shall be a fence owned by two Owners and located on the boundary lines of such Owners' property. Where a fence is owned by an Owner and the Association, it shall not be subject to the provisions of this Article, but rather shall be deemed a perimeter fence, subject to the provisions of Article X of this Declaration.

ARTICLE X MAINTENANCE

Section 1. Maintenance. The Association shall maintain, operate, manage, insure, repair and replace all of the Master Common Properties. The cost thereof shall be an expense funded by an Association assessment against all Owners.

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REC. 13899PG 341**Section 2. Neighborhood Maintenance.**

(a). In addition to the maintenance referred to in Section 1 of this Article, the Association shall be responsible for the maintenance of any Neighborhood Common Properties, except such Neighborhood Common Properties as are owned or maintained by a Local Association. The cost of such maintenance shall be a Neighborhood expense funded by a Neighborhood assessment against the Owners in the appropriate Neighborhood.

(b). With respect to any portion of the Properties constituting Neighborhood Common Property which are owned or maintained by a Local Association, should the Local Association fail to maintain said Neighborhood Common Property, the Association may, at its option, after notice to the Local Association, take action:

(i) to require the Local Association to maintain said Neighborhood Common Property, or

(ii) to itself maintain said Neighborhood Common Property, and to charge the Local Association, and/or its Members, for the cost of said maintenance, plus an administrative charge not to exceed twenty-five percent (25%) thereof.

All costs, including attorneys' fees, incurred by the Association pursuant to subsections (i) and (ii) of this Section shall be charged to the Local Association, and/or its Members, as an assessment, and may be enforced by lien, legal action, or both.

Section 3. Perimeter Fences. In addition to the maintenance referred to in Sections 1 and 2 of this Article, the Association shall maintain all perimeter walls or fences separating Lots from portions of the Common Properties or dedicated roadways. As to such fences and walls, the Association shall repair and replace such wall or fences when necessary, and paint the side of such wall or fence facing the Common Properties or dedicated roadways. Painting of the side of such wall or fence which faces the Home or Lot shall be performed by the Owner. The cost of painting, repairing and replacing

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REC: 13899PG 342

such walls or fences shall be a Neighborhood expense, funded by a Neighborhood assessment against the Owners in the appropriate Neighborhood.

Section 4. Disrepair of Homes and Lots.

(a). Each Owner shall maintain his Lot and the improvements thereon in good repair and overall appearance. For the purposes of this Section, the maintenance of a Lot and improvements thereto shall be such maintenance to the Lot, its landscaping and the exterior facade of the Home, building or other structure thereon, including the painting or restaining thereof, as is consistent with the standard of maintenance maintained in the Development at large.

(b). In the event the Owner of any Lot in The Properties shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors of the Association or any committee established by such Board, the Association shall have the right, through its agents and employees, to enter upon said Lot to maintain and restore the improvements erected on such Lot.

(c). The cost of any maintenance supplied by the Association pursuant to this Section shall be added to and become part of the assessment to which such Lot is subject. In addition, the Association may impose and collect an administrative charge not to exceed twenty-five percent (25%) of the cost of maintenance supplied by the Association, which charge shall become part of the assessment for the Lot. Offenders shall also be subject to fines as provided in Article XVI, Section 3 of this Declaration.

(d). The assessments provided for in this Section shall be payable fifteen (15) days after the Association has given notice of same to the affected Owner, and shall be enforceable by the recording and foreclosure of the lien for assessments provided for in Article VI of this Declaration.

Section 5. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents and employees, shall have the right, on notice, to enter upon any property at reasonable hours on any day except Sundays and holidays. In an emergency situation, no notice need be given and entry may be made on any day at any time. Neither the

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Association nor its employees or agents shall be deemed guilty of a trespass in performing the activities authorized in this Article.

ARTICLE XI INSURANCE

Section 1. Common Properties. The Board of Directors shall maintain:

(a). public liability insurance in reasonable amounts, as the Board of Directors in good faith determines, covering each Association Member, Officer, Director, and the Managing Agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Properties;

(b). fire and malicious mischief endorsements, insuring the facilities on the Common Properties, in an amount equal to their full replacement values; and

(c). workmen's compensation insurance.

(d). In addition, the Board shall have the right to obtain Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate to all Owners or only to Owners in a particular Neighborhood, as applicable. _____

Section 2. Homes and Business Buildings.

(a). Each Owner shall obtain and maintain adequate insurance for his Home or Business Building which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire or other hazards. Such insurance shall be sufficient to cover the reconstruction work. The purpose of such insurance shall be to protect, preserve and provide for the continued maintenance and support of Homes and Business Buildings which shall include common Party Walls, connected exterior roofs and other parts of the attached structures. In the case of Residential Rental Apartment Buildings, such insurance shall be maintained on the entire building rather than the individual Homes contained therein. In the case of condominiums, such insurance shall be maintained on the improvements contained within the condominium property rather than the individual condominium units.

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REC. 13899PG 344

(b). **Repair or Replacement of Damaged or Destroyed Property.** In the event of damage or destruction by fire or other casualty to any Home or Business Building, then the Owner thereof, or in the case of condominium, the condominium association, shall, within thirty (30) days of the receipt of the insurance proceeds paid pursuant to an insurance policy covering such Building, but in no event later than six (6) months from the date of such damage or destruction, either: (a) commence reconstruction of the Building; or (b) clear the Lot upon which the Building is located of all debris, reseed the entire Lot, and make any repairs necessary to continue the structural soundness of any Party Wall which is formed as part of the Building. In the event: (a) restoration of the Building is commenced but is terminated before completion of the Building, and such termination continues for a period of at least ninety (90) days; or (b) the Lot is not cleared of debris and the Party Walls made structurally sound within thirty (30) days after commencement of clearance of the Lot; or (c) restoration or commencement of clearance of the Lot does not occur within said six (6) month period, the Association shall have the right to clear the lot of debris, reseed the Lot, and make any structural repairs as are necessary to make the Party Walls which were part of the Building structurally sound. The cost of such repairs shall be an expense attributable to the Lot and become an immediately due and payable special assessment against the Lot, collectible in the same manner as any other assessment provided for in Article VI of this Declaration.

In the event a Lot shall be cleared, reseeded, and Party Walls made structurally sound, then it shall be the obligation of the Owner of such Lot to continue to maintain the Lot in accordance with Section 4 of Article X of this Declaration.

ARTICLE XII USE OF PROPERTY

Section 1. The use of a Lot by an Owner or other occupant shall be subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

- (a). The Lot, any improvements thereon, and any area restricted to an Owner's use, shall be maintained in good repair and overall appearance by that Owner.
- (b). Any Owner who sells his Lot shall notify the Association, providing the name and address of the new Owner.

OFF.
REC. 13899PG 345

(c). The Association shall, at the request of the mortgagee of the Lot, report any delinquent assessments due from the Owner of such Lot.

(d). No nuisances shall be allowed upon The Properties, nor shall any use or practice be allowed which is a source of annoyance to residents, or which interferes with the peaceful possession and proper use of The Properties by its residents.

(e). No improper, offensive or unlawful use shall be made on The Properties, nor any part thereof, and all valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction thereof shall be observed.

(f). Reasonable regulations promulgated by the Board of Directors, or any committee established by the Board concerning the use of The Properties, shall be observed by the Owners and their guests and tenants; provided, however, that copies of such regulations are available to each Owner prior to the time the said regulations become effective.

(g). All Association and Neighborhood assessments shall be paid when due.

(h). Only domestic animals shall be permitted on The Properties. Farm and exotic animals are prohibited. All dogs and cats shall be leashed and shall not be permitted to run loose. Each Owner and lessee shall be responsible for the removal of any solid waste left by a pet on The Properties.

(i). No one shall post any advertisement or poster of any kind in or on The Properties, except as authorized in writing by the Board of Directors. This paragraph shall not apply to Developer.

(j). No garments, rugs, etc. shall be hung from windows on any of the Lots, and no clotheslines shall be strung on or over individual Lots or Common Properties. No poles or lines of any nature shall be permitted.

(k). No solar panels or television, radio, or any other type of antenna including, without limitation, any type of satellite dish antenna, shall be erected

OFF.
REC. 13899PG 346

anywhere on a Lot or improvements thereon without the prior written approval of the Architectural Control Committee and the Board of Directors.

(l). No Owner shall install, or permit to be installed, any iron bars on the exterior of his Home or Business Unit without the prior written approval of the Architectural Control Committee and the Board of Directors.

(m). No Owner shall install, or permit to be installed, any window-mounted or through-the-wall mounted air conditioning unit in his Home or Business Unit without the prior written approval of the Architectural Control Committee and the Board of Directors.

(n). No statuary, sculpture and/or play equipment shall be permitted on the exterior of any Lot, or the improvements thereon, without the prior written approval of the Architectural Control Committee and the Board of Directors.

(o). No detached storage sheds or accessory buildings shall be permitted without the prior written approval of the Architectural Control Committee and the Board of Directors.

(p). Only commercially sold "round" curbstones shall be permitted 2.0 feet away from edge of roads and spaced a minimum of 4.0 feet apart. No "pyramid" shaped curbstones, railroad ties, or boulders shall be permitted.

(q). No reflective solar coatings on glass areas, windows, or doors of any kind shall be permitted.

(r). No outdoor lighting that provides glare into adjacent properties or streets shall be permitted. No high voltage mercury vapor or "barnyard" light fixture shall be permitted anywhere on The Properties.

(s). Holiday decorations, lights, ornaments and structures shall be permitted only from November 1st through January 30th.

(t). Trash shall only be placed in approved receptacles and shall be placed on the street only on trash pick up day.

OFF.
REC. 13899PG 347

(u). No person shall be permitted to use the recreational facilities of the Association except in accordance with the Rules and Regulations established by the Board of Directors.

(v). No Owner, lessee or guest shall make or permit any disturbing noise on any Lot, Home or Business Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other persons. No Owner shall play upon or permit the playing of any musical instrument, or operate or permit the operation of a phonograph or a radio or television set or other loud speaker, in any Home or Business Unit between the hours of twelve o'clock midnight and the following seven o'clock A.M. if the same disturb or annoy other residents of the Development, and in no event shall play or permit the playing of either vocal or instrumental music between the hours of ten o'clock P.M. and the following nine o'clock A.M.

(w). No Owner shall lease his Home or Business Unit, whether by oral or written agreement, without delivering to the Association a notice containing the name of lessee, expiration date of lease, number of persons intended to occupy the Home, and name and address of the Owner/lessor of the Home. The lease of any Home shall be deemed to provide that the lessee's family, guests, agents and invitees shall fully comply with the covenants, restrictions, terms, and provisions of this Declaration and any and all Rules and Regulations of the Association. Each Owner shall be jointly and severally liable with the lessee of such Owner's Home for the violation of any of the covenants, restrictions, terms or provisions of this Declaration or any Rules or Regulations of the Association.

(x). Additional reasonable Rules and Regulations may be adopted by the Board of Directors from time to time and shall be enforceable thirty (30) days after written notice thereof is given to all Owners.

Section 2. Prohibited Vehicles. No "Prohibited Vehicle" shall be parked or stored on any of the Common Properties or on any portion of a Lot which is visible from any of the Common Properties or from any road or other Lot.

OFF.
REC. 138996 348

(a). For purposes of this Section, a "Prohibited Vehicle" shall be:

(i) a truck (except a pick-up truck which has no camper top, bed enclosure or other appendage attached to it), delivery van, service van or bus;

(ii) a commercial vehicle (one not designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics or other commercial insignia, except if such lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle;

(iii) a recreational vehicle (RV), including a camper, mobile and motor home, all terrain vehicle (ATV or ATC) or dune buggy;

(iv) a trailer of any type;

(v) a boat; or

(vi) a derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self propulsion.

(b). For purposes of this Section, a "Prohibited Vehicle" shall not be deemed to be, even if generally described in subsection (a) of this Section:

(i) any commercial or public service vehicle present in The Properties while performing normal commercial activities, including, without limitation, a vehicle used by a Builder;

(ii) any vehicle owned or used by the Developer, the Association or a management or maintenance company performing services for the Developer or the Association;

(iii) a passenger van which does not have lettering, graphics or a commercial insignia on it;

(iv) a police or fire-rescue vehicle; or

OFF.
REC: 13899PC 349

(v) a passenger car (unless of the type prohibited as a "commercial vehicle" pursuant to subsection (a)(ii) of this Section).

(c). No vehicle, whether a "Prohibited Vehicle" or otherwise, shall be parked on any lawn, landscaped portion of the Common Properties, non-dedicated, private roadway or other portion of The Properties which is not specifically designed and intended for the parking of vehicles.

(d). No repair of motor vehicles shall be made in any roadway, driveway or parking area.

(e). No motorized vehicles, other than maintenance and other vehicles authorized by the Association or Developer, shall be operated or parked on any Lot or portion of the Common Areas except driveways, parking lots or vehicular roadways. Without limiting the generality of the foregoing, motorized vehicles shall be strictly prohibited from all pathways and greenbelt/park areas. No vehicle shall be parked so as to obstruct ingress or egress to any parking space.

Section 3. Prohibited Boats. No gasoline operated boat or other vessel of any type, including "model" boats, but excluding vessels with electrical motors, shall be operated, kept or placed on any bodies of water within the development unless authorized by the Association or Developer. Further, no vessel, motorized or otherwise, shall be kept on any portion of the Common Areas, including, without limitation, shores, banks or beaches, and, if kept on a Lot, shall be hidden from the public view.

Section 4. Vehicle and Boat Storage Area.

(a). As the sole exception to the vehicle and boat storage prohibitions set forth in this Article, if the Association provides a specifically identified area for the parking of vehicles or storage of boats which could not otherwise be parked or stored within The Properties, such vehicles or boats may be kept in such area, provided that:

(i) any person using such area does so pursuant to a written agreement with the Association in a form promulgated by the Association; and

OFF.
REC. 13899PC 350

(ii) by virtue of the use of such area, the applicable vehicle or boat owner or lessee shall be deemed to have covenanted and agreed to indemnify and hold harmless the Association and its officers, directors, employees and its management company and its officers, directors and employees for and from any and all losses, claims, damages, actions and liabilities, including, without limitation, those arising from or connected with property damage or theft, personal injury or death, including attorneys' fees and costs at all tribunal levels, arising from or connected with such person's use of the parking/storage area, whether caused by the negligence of the Association or its officers, directors or agents, or otherwise. Furthermore, all such users shall be deemed to have waived any claims covered by the foregoing indemnity; and

(iii) the special parking and storage space shall be used in a manner not in violation of any Rule or Regulation of the Association pertaining thereto.

(b). Any violation of the Association's Rules or Regulations for such parking/storage areas shall give the Association the rights provided for herein as to violations of this Declaration or its Rules and Regulations and such other rights as may be provided in the aforesaid agreement for the use of the subject area.

Section 5. Enforcement. Each Local Association and Neighborhood Committee shall be required to diligently enforce all provisions of its own documents, this Declaration, and the By-Laws, Rules and Regulations and other appropriate Association documents, and provide all required maintenance services to be performed thereunder by the Local Association and/or Neighborhood Committee.

(a). To the extent formed, primary responsibility for enforcement of these and all future Rules and Regulations shall be vested in Local Associations, or Neighborhood Committees, with respect to violations by Owners within specific Neighborhoods. The Association, however, shall have the power to veto or review actions by the Local Association or Neighborhood Committee or act if such Local Association or Neighborhood Committees fail to do so, or otherwise supersede or carry out any or all of the powers of a Local Association or a Neighborhood Committee.

OFF.
REC. 13899PC 351

(b). Should a Local Association fail to diligently enforce such documents or provide such services, the Association may, after having given notice to the Local Association, take all appropriate action to require the Local Association to enforce compliance and/or provide such services. The Local Association shall be liable for the immediate payment to the Association of all of the Association's costs and expenses, including but not limited to attorneys' fees and costs, incurred in compelling the Local Association to enforce its documents and provide required services, together with an administrative surcharge determined by the Association not to exceed twenty-five percent (25%) of such costs and expenses. Such costs, expenses and surcharge may, at the Association's option, be levied as an assessment under this Declaration with the assessment being spread equally on each Lot subject to the jurisdiction of the Local Association.

ARTICLE XIII NEIGHBORHOOD COMMITTEES

In addition to the Association's power to delegate its rights and obligations, the Association shall have the power specifically to form Neighborhood committees for the purpose of carrying out maintenance, architectural control, enforcement of Rules and Regulations, assessments and other functions particularly applicable to any Neighborhood. The establishment or termination of such committees shall only occur upon the vote of a majority of the Board of Directors. The specific powers, duties, rights and obligations of such committees shall be set forth in the resolution establishing the committee. The decision of any such committee shall at all times be subject to review, modification or reversal by the Board of Directors or any other committee established by the Association for such purpose.

ARTICLE XIV NEIGHBORHOOD PROVISIONS

The provisions of this Article shall apply to all Neighborhoods, including those having Local Associations, but shall not apply to Business Buildings.

Section 1. Additions and Modifications. All additions and modifications to fences, Homes, permanent structures or other improvements shall require the written consent of the Architectural Control Committee, which shall consider the guidelines, if any, established for such Neighborhood.

OFF. REC. 13899PG 352

(a). No fence, wall, mail box or light fixture shall be erected or placed on any Lot or installed on any Home without the prior written consent of the Architectural Control Committee, unless originally installed by the Builder, provided that such Builder has received all approvals required by Developer.

(b). Any change in color of the exterior of any Home or other improvement located on a Lot, including fences and walls, roofing material, gutters and leaders shall require the written consent of the Architectural Control Committee.

Section 2. Maintenance, Repair or Replacement.

(a). The Association shall have an easement on all Lots abutting North Kendall Drive for the purpose of maintaining the berm along North Kendall Drive. Such easement shall extend four (4) feet across the Lot for the entire width of the Lot bounding North Kendall Drive.

(b). Each Owner of a Home built on a Lot line shall have an easement four (4) feet wide along the abutting property adjacent to the Lot line upon which the Home is built running the length of the wall of such Home for the purpose of painting and repairing such wall, and for trimming trees and other maintenance purposes.

(c). Developer and Builders shall have a right to erect cluster mail boxes on Association property, subject only to the consent of Developer as to location and architectural design. In the event such mail boxes are erected on Association property, it shall become the obligation of the Association to maintain, replace and repair such mail boxes. The cost of such maintenance, replacement and repair shall be a Neighborhood expense funded by a Neighborhood assessment.

(d). The maintenance, repair or replacement of the entrance walls, landscaping features, lighting and other appurtenances on Neighborhood Common Properties, except for Neighborhood Common Properties which are owned or maintained by a Local Association, shall be the responsibility of the Association. The cost of such maintenance, repair and replacement shall be a Neighborhood expense funded by a Neighborhood assessment.

(e). The maintenance, repair or replacement of the entrance walls, landscaping features, lighting and other appurtenances on Neighborhood Common

OFF.
REC. 138990 353

Properties which are owned or maintained by a Local Association shall be the responsibility of the Local Association. Should the Local Association fail to maintain, repair or replace same, the Association may, at its option, after notice to the Local Association, enforce compliance by legal action or may perform such maintenance, repair or replacement. If the Association performs maintenance, repair or replacement, the cost of same, plus an administrative charge not to exceed twenty-five percent (25%) thereof, and all attorneys' fees incurred, shall be charged to the Local Association and/or its Members as an assessment and may be enforced by lien, legal action, or both.

ARTICLE XV GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association and the Owners of Lots on The Properties. Any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of Common Properties to the Rules and Regulations of the Board of Directors. This provision is not intended, nor shall it be construed, as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment.

(a). The covenants and restrictions of this Declaration shall run with and bind The Properties and shall inure to the benefit of and be enforceable by the Association, any Member or Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns until December 21, 2119, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Members holding not less than fifty-one percent (51%) change said covenants and restrictions in whole or in part.

(b). Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to The Properties by Articles IV and V shall be perpetual, shall run with The Properties and shall survive any destruction,

OFF.
REC. 13899PG 354

reconstruction and relocation of the physical structures, unless said provisions are abrogated by the unanimous written consent of all the Owners.

(c). Unless specifically prohibited herein, and except as to Supplemental Declarations, this Declaration may be amended by an instrument signed by Members holding not less than fifty-one percent (51%) of the votes of the membership or by an instrument signed by the President of the Association attesting that such instrument was approved by Members entitled to vote fifty-one percent (51%) of the votes of the Association at a meeting of the Members called for such purpose. Any amendment must be properly recorded to be effective. In addition, if Developer's consent is required hereunder, such amendment shall not be effective without Developer's prior written consent. Notwithstanding any of the foregoing, no provision of this Declaration (including, without limitation, Article VI, Section 5) may be amended if such provision is, at the time of the proposed amendment, required to be included in this Declaration by the Code of Metropolitan Dade County, Florida. The foregoing sentence may not be amended.

Section 3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to The Properties, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given and received when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such

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REC: 13899PG 355

mailing. Any notice shall be deemed given and received if mailed as provided in the preceding sentence, notwithstanding the failure of the intended recipient thereof to accept, pick up or give receipt for same.

Section 5. Administration. The administration of the Association shall be in accordance with its By-Laws and Articles of Incorporation.

Section 6. Severability. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereto, and the same shall continue in full force and effect.

Section 7. Enforcement. The Association shall be entitled to the costs of enforcing the provisions of this Declaration and Rules and Regulations of the Association against any Owner, lessee, occupant, and Local Association, including, without limitation, the costs of legal action taken by or on behalf of the Association, and all attorneys' fees, including fees for appellate proceedings, actually incurred by the Association in connection therewith.

Section 8. Florida Law. In construing this Declaration, and with respect to any action hereunder, the law of the State of Florida shall apply.

Section 9. Prevailing Party. In any action between the Association and Developer concerning this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party.

ARTICLE XVI ENFORCEMENT

Section 1. Compliance by Owners. Every Owner, and all lessees and other occupants of Homes, shall comply with the covenants, restrictions, terms and provisions set forth in this Declaration and all Rules and Regulations which from time to time may be adopted by the Association.

Section 2. Failure to Comply. Failure of an Owner to comply with such covenants, restrictions, terms, provisions or Rules and Regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, enforcement of other rights or remedies set forth in this Declaration or any combination thereof. Any costs and attorneys' fees incurred by the

OFF.
REC. 13899PG 356

Association shall be assessed against the non-complying Owner and may be enforced as the personal obligation of the Owner and/or by a lien against the property. The Association shall also have the right to suspend rights of defaulting Owners to use Common Areas, except for legal access. All rights and remedies of the Association under this Declaration shall be cumulative and the exercise or non-exercise of any of same shall not be deemed a waiver of that right, or any other right.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, lessees, guests, invitees, agents or employees, to comply with any of the aforesaid covenants, restrictions, terms, provisions, rules or regulations, provided the following procedures are followed:

(a). **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date, time and place of a meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b). **Meeting:** The alleged noncompliance shall be presented to the Board of Directors, after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than fifteen (15) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c). **Amounts:** The Board of Directors may impose fines, which shall constitute special assessments against the Lot owned by the Owner as follows:

(i) **First non-compliance or violation:** a fine not in excess of One Hundred Dollars (\$100.00).

(ii) **Second non-compliance or violation:** a fine not in excess of Five Hundred Dollars (\$500.00).

OFF.
REC. 13899PG 357

(iii) **Third and subsequent noncompliances, or a violation or violations which are of a continuing nature:** a fine not in excess of One Thousand Dollars (\$1,000.00).

(d). **Payment of Fines:** Fines shall be paid not later than fifteen (15) days after notice to the applicable Owner of the imposition or assessment thereof.

(e). **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in this Declaration, including without limitation, those for the imposition and foreclosure of liens.

(f). **Application of Proceeds:** All monies received from fines shall be allocated as lawfully directed by the Board of Directors.

(g). **Non-Exclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 4. Special Notices of Violations. The Board of Directors shall have the authority to authorize any officer, employee, agent or independent contractor, including, without limitation, patrol personnel, to give personal written notice of any violation of the provisions of this Declaration or Rules and Regulations adopted by the Association to a violating party. In the event that a person so authorized gives such written notice in person, a signed confirmation of the delivery of such notice shall stand in substitution of notice by mail as provided in Article XV, Section 4 of this Declaration.

Section 5. Effective Date. This Amended and Restated Declaration shall be effective upon its recordation in the Public Records of Dade County, Florida. It is the intent of the Association, in adopting this Amended and Restated Declaration, to more specifically define and address certain matters already contained therein and to provide for a more effective and consistent means of enforcing same. Accordingly, the rights of the Association to enforce any provision of the Declaration with regard to any

OFF. REC. 13899PG 358

violations thereof existing or occurring prior to the effective date hereof shall not be altered or impaired merely because the Declaration has herein been made more specific as to any such violation.

This Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Hammocks was adopted by this instrument, signed by the Developer, American Newland Associates, a California general partnership, which held more than fifty-one percent (51%) of the votes of the Association at the time of its adoption.

American Newland Associates, a California general partnership

By: American General Realty Investment Corporation, a Texas corporation, as one of two general partners of American Newland Associates, a California general partnership

BY: [Signature] W. G. Orr Sr. Vice President

[Signature]
WITNESS

[Signature]
WITNESS

Attest: [Signature]
ASST. SECRETARY

STATE OF TEXAS }
COUNTY OF HARRIS } SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of November, 1988, by W. G. Orr, as Sr. Vice President, and by C. J. Bullman, as Asst. Secretary of American General Realty Investment Corporation, a Texas corporation.



[Signature]
Notary Public, State of Texas at Large

The Newland Group, Inc., a California corporation, as one of two general partners of American Newland Associates, a California general partnership

BY: [Signature]

[Signature]
WITNESS

[Signature]
WITNESS

OFF. REC. 138990 359

STATE OF FLORIDA }
COUNTY OF ORANGE } SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of October, 1988, by MICHAEL B. McAFEE, as Senior Vice President of The Newland Group, Inc., a California corporation, as one of two general partners of American Newland Associates, a California general partnership.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 29, 1992
BONDED THRU HUCKLEBERRY & ASSOCIATES

Loise Wilson
Notary Public, State of Florida at Large



The Newland Group, Inc., a California corporation, as one of two general partners of American Newland Associates, a California general partnership

BY: [Signature] V.P. & ASST. SECRETARY
Attest: [Signature]
Teresa J. Johns WITNESS
S.A. Jelle WITNESS

STATE OF CALIFORNIA }
COUNTY OF _____ } SS:

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 1988, by ROBERT B. McLEOD, as President, and by _____, as _____ of The Newland Group, Inc., a California corporation, as one of two general partners of American Newland Associates, a California general partnership.

MY COMMISSION EXPIRES: :

Notary Public, State of California at Large

THIS INSTRUMENT PREPARED BY:

THEODORE R. BAYER, ESQUIRE
10661 N. KENDALL DRIVE, SUITE 207
MIAMI, FLORIDA 33176
TELEPHONE: (305) 598-0700

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The Newland Group, Inc., a California corporation, as one of two general partners of American Newland Associates, a California general partnership

BY: [Signature]
President

Attest: [Signature]
Assistant Secretary

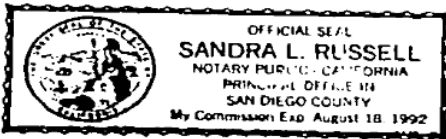
[Signature]
WITNESS

[Signature]
WITNESS

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of November, 1988, by ROBERT B. McLEOD, as President, and by LaDONNA MONSEES, as Assistant Secretary, of The Newland Group, Inc., a California corporation, as one of two general partners of American Newland Associates, a California general partnership.

MY COMMISSION EXPIRES:



THIS INSTRUMENT PREPARED BY:

[Signature]
Notary Public, State of California
at Large

THEODORE R. BAYER, ESQUIRE
10661 N. KENDALL DRIVE, SUITE 207
MIAMI, FLORIDA 33176
TELEPHONE: (305) 598-0700

OFF. REC. 13899PG 361

EXHIBIT A
EXISTING BOUNDARIES OF THE HAMMOCKS

Section 9, Township 55 South, Range 39 East, Dade County, Florida, less the S.W. 1/4 thereof.

And the N.E. 1/4 of Section 8, Township 55 South, Range 39 East, Dade County, Florida, less the Black Creek Canal Right-of-Way.

And the South 1/2 of Section 4, Township 55 South, Range 39 East, Dade County, Florida, less the N.W. 1/4 of the S.W. 1/4 of said Section 4.

And the N.E. 1/4 of said Section 4; less the North 3/4 of the East 1/4 of the N.E. 1/4 of said Section 4.

And the South 1/2 of the N.W. 1/4 of the S.W. 1/4 of the N.E. 1/4 of said Section 4.

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REC. 13899PC 362**EXHIBIT B****MASTER COMMON PROPERTIES**

Master Common Properties include those portions of Plats within the Hammocks identified as Pedestrian/Landscape Easements or Utility Easements as identified by documents recorded in the Public Records of Dade County, Florida.

All of Tracts B, C, F, G, H, I, and Lake of "THE HAMMOCKS SECTION ONE" according to the Plat thereof as recorded in Plat Book 108 at Page 98 of the Public Records of Dade County, Florida.

All of Tracts J, L, P, Q, U, and Lake of "THE HAMMOCKS SECTION TWO" according to the Plat thereof as recorded in Plat Book 110 at Page 3 of the Public Records of Dade County, Florida.

All of Tracts A-3, C-3, D-3, F-3, H-3, J-3, K-3, L-3, and that portion of "LIVE OAK LAKE" within the "THE HAMMOCKS SECTION THREE" according to the Plat thereof as recorded in Plat Book 115 at Page 60 of the Public Records of Dade County, Florida.

All of Tract C, of "SECTION FOUR AT THE HAMMOCKS " according to the Plat thereof as recorded in Plat Book 122 at Page 84 of the Public Records of Dade County, Florida.

All of Tracts C-5, E-5, F-5, K-5, P-5, Q-5, Lake, and Tract E-5, less and excepting the property conveyed to Metropolitan Dade County by deed dated December 8, 1987, recorded January 11, 1988 in Official Records Book 13535 at Page 1145 of the Public Records of Dade County, Florida, of "SECTION FIVE OF THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 131 at Page 72 of the Public Records of Dade County, Florida.

All of Tract C of "BANYAN WAY AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 120 at Page 27 of the Public Records of Dade County, Florida.

All of Tract B, and Lake of "BAYWOOD AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 125 at Page 99 of the Public Records of Dade County, Florida.

All of Tract D and Lake of "CYPRESS COURT AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 122 at Page 29 of the Public Records of Dade County, Florida.

All of Tract B and Lake of "DRIFTWOOD AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 122 at Page 23 of the Public Records of Dade County, Florida.

All of Tract B and Lake of "HERRON AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 115 at Page 92 of the Public Records of Dade County, Florida.

Tracts A and D, less a portion of both Tracts A and D, as described in that certain Amendment to the Declaration of Covenants dated November 20, 1985, recorded January 13, 1986 in Official Records Book 12757 at Pages 2365 - 2389 of the Public Records of Dade County, Florida, and Lake of "HAWTHORN AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 118 at Page 57 of the Public Records of Dade County, Florida.

All of Tract B and Lake of "JASMINE AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 126 at Page 14 of the Public Records of Dade County, Florida.

OFF: 13899PC 363
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All of Tracts A, G, J, K and Lake of "JUNIPER AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 115 at Page 17 of the Public Records of Dade County, Florida.

All of Tract B and Lake of "LAKESIDE AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 125 at Page 86 of the Public Records of Dade County, Florida.

All of Tract B and Lake of "LA MAISON AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 126 at Page 36 of the Public Records of Dade County, Florida.

All of Tracts A, F, J, and Lake of "LIVE OAK OF THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 114 at Page 56 of the Public Records of Dade County, Florida.

All of Tracts C, D and Lake of "PARKSIDE AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 131 at Page 71 of the Public Records of Dade County, Florida.

All of Tract B and Lake of "PLUMBAGO AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 116 at Page 60 of the Public Records of Dade County, Florida.

All of Tracts D, E, Lake, and portion of Tract B described in County Deed from Dade County, Florida to Hammocks Community Association, Inc. dated July 15, 1986 recorded August 7, 1986 in Official Records Book 12980 at Pages 692 - 694 of the Public Records of Dade County, Florida, of "PLUMWOOD AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 116 at Page 29 of the Public Records of Dade County, Florida.

All of Tract B of "ROYAL PALM AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 126 at Page 9 of the Public Records of Dade County, Florida.

All of Tract B and Lake of "SANDPIPER AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 129 at Page 34 of the Public Records of Dade County, Florida.

All of Tracts A, F, G, and Lake of "SUNFISH AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 115 at Page 21 of the Public Records of Dade County, Florida.

All of Tract B, and Lake of "WILD LIME AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 118 at Page 92 of the Public Records of Dade County, Florida.

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REC. 13899PG 364**EXHIBIT C**
NEIGHBORHOODS

(As Presently Platted As Of November 1, 1988)

PARCEL NUMBER	NEIGHBORHOOD NAME	LEGAL DESCRIPTION
1	OAK LAKE	THE HAMMOCKS SECTION THREE PB 115 PG 60
2	SPICEWOOD	THE HAMMOCKS SECTION ONE PB 108 PG 98
3	CORELLA	THE HAMMOCKS SECTION ONE PB 108 PG 98
4	LAKESIDE	LAKESIDE AT THE HAMMOCKS REPLAT PB 134 PG 83 (originally platted as Lakeside at the Hammocks PB 125 PG 86)
5	PARKSIDE	PARKSIDE AT THE HAMMOCKS PB 131 PG 71
6	SUNFLOWER	SUNFLOWER AT THE HAMMOCKS PB 130 PG 41
7	ENSENADA	SECTION FIVE AT THE HAMMOCKS PB 131 PG 72
8	ENSENADA	SECTION FIVE AT THE HAMMOCKS PB 131 PG 72
9	LARKS RUN/ SKYLARK	THE HAMMOCKS SECTION TWO PB 110 PG 3
10	PELICAN POINT	THE HAMMOCKS SECTION TWO PB 110 PG 3
11	HACIENDAS	THE HAMMOCKS SECTION THREE PB 115 PG 60
11A	PARK PLACE	THE HAMMOCKS SECTION THREE PB 115 PG 60
12	CEDAR LANDING	THE HAMMOCKS SECTION TWO PB 110 PG 3
13	LIVE OAK/ CALIFORNIA CONTEMPORARIES/ LAKEWOOD ESTATES	LIVE OAK OF THE HAMMOCKS PB 114 PG 56
13A	PARK VILLAS	PARK VILLAS AT THE HAMMOCKS CONDOMINIUM OR 12795 PG 2375
14	JUNIPER/XPANDIA	JUNIPER AT THE HAMMOCKS PB 115 PG 17

OFF. REC. 13899PG 365

- 15 RAVENA/
CHANTARELLE
(formerly known
as Sun Fish) SUN FISH AT THE HAMMOCKS
PB 115 PG 21
SUN FISH AT THE HAMMOCKS
FIRST AMENDMENT
PB 132 PG 7
SUN FISH AT THE HAMMOCKS
SECOND AMENDMENT
PB 132 PG 26
- 16 VIZCAYA
(formerly known
as Hawthorn) VIZCAYA AT THE HAMMOCKS
PB 132 PG 35
VIZCAYA AT THE HAMMOCKS
FIRST ADDITION
PB 132 PG 43
VIZCAYA AT THE HAMMOCKS
FIRST ADDITION REPLAT
PB 134 PG 85
(originally platted as Hawthorn at the Hammocks
PB 118 PG 57)
- 17 JASMINE JASMINE AT THE HAMMOCKS,
PB 126 PG 14
- 18 LA MAISON LA MAISON AT THE HAMMOCKS,
PB 126 PG 36
- 19 ATRIUM HOMES
(formerly known
as Sandpiper) ATRIUM HOMES AT THE HAMMOCKS
PB 130 PG 82
(originally platted as Sandpiper at the Hammocks
PB 129 PG 34)
- 20 OAKWOOD SECTION FIVE AT THE HAMMOCKS
PB 131 PG 72
- 21 SHORELINE SECTION FIVE AT THE HAMMOCKS
PB 131 PG 72
- 22 BANYAN TREE
(formerly known
as Banyan Way) BANYAN TREE (#) CONDOMINIUM
1) OR 11894 PG 1701;
BLDG. 24 - 9724 HAMMOCKS BOULEVARD
2) OR 11902 PG 724;
BLDG. 38 - 9702 HAMMOCKS BOULEVARD
BLDG. 39 - 9700 HAMMOCKS BOULEVARD
BLDG. 40 - 9722 HAMMOCKS BOULEVARD
3) OR 11932 PG 875;
BLDG. 36 - 9704 HAMMOCKS BOULEVARD
BLDG. 37 - 9720 HAMMOCKS BOULEVARD
4) OR 11949 PG 892;
BLDG. 33 - 9706 HAMMOCKS BOULEVARD
BLDG. 34 - 9716 HAMMOCKS BOULEVARD
BLDG. 35 - 9718 HAMMOCKS BOULEVARD
5) OR 11832 PG 1201;
BLDG. 23 - 9808 HAMMOCKS BOULEVARD
BLDG. 25 - 9806 HAMMOCKS BOULEVARD
BLDG. 26 - 9726 HAMMOCKS BOULEVARD
BLDG. 27 - 9728 HAMMOCKS BOULEVARD
BLDG. 28 - 9730 HAMMOCKS BOULEVARD

OFF. REC. 138990 366

6) OR 11987 PG 2922;
 BLDG. 29 - 9714 HAMMOCKS BOULEVARD
 BLDG. 30 - 9712 HAMMOCKS BOULEVARD
 BLDG. 31 - 9710 HAMMOCKS BOULEVARD
 BLDG. 32 - 9708 HAMMOCKS BOULEVARD

7) OR 12057 PG 1271;
 BLDG. 12 - 9800 HAMMOCKS BOULEVARD
 BLDG. 13 - 9734 HAMMOCKS BOULEVARD
 BLDG. 16 - 9802 HAMMOCKS BOULEVARD
 BLDG. 17 - 9732 HAMMOCKS BOULEVARD

8) OR 12575 PG 391;
 BLDG. 22 - 9810 HAMMOCKS BOULEVARD

9) OR 13184 PG 572
 BLDG. 46 - 9846 HAMMOCKS BOULEVARD
 BLDG. 47 - 9850 HAMMOCKS BOULEVARD

10) OR 12664 PG 2983;
 BLDG. 41 - 9912 HAMMOCKS BOULEVARD

11) OR 13622 PG 2437
 BLDG. 44 - 9870 HAMMOCKS BOULEVARD

11 A) OR 13467 PG 963
 BLDG. 45 - 9840 HAMMOCKS BOULEVARD

(originally platted as Banyan Way at the Hammocks
 PB 120 PG 27)

22A LAKWOOD ESTATES
 PATIO HOMES

LAKWOOD ESTATE PATIO HOMES
 PHASE I CONDOMINIUM
 OR 12538 PG 1770

23 MAHOGANY KEY
 (formerly known
 as Plumbago)

MAHOGANY KEY (#) CONDOMINIUM
MAHOGANY KEY TWO
 OR 12152 PG 1009
 10421 MAHOGANY KEY CIRCLE

MAHOGANY KEY THREE
 OR 12547 PG 2050
 10441 MAHOGANY KEY CIRCLE

MAHOGANY KEY SEVEN
 OR 12568 PG 2448
 10521 MAHOGANY KEY CIRCLE

(originally platted as Plumbago at the Hammocks
 PB 116 PG 60)

24 MIMAI BEACHCLUB/
 WOODBAY
 (formerly known
 as Baywood)

BEACHCLUB APARTMENTS
 PB 113 PG 87

(originally platted as Baywood at the Hammocks
 PB 125 PG 99)

25 ROYAL PALM

ROYAL PALM AT THE HAMMOCKS
 PB 126 PG 9

26 LAKEVIEW
 (formerly known
 as Plumwood)

LAKEVIEW AT THE HAMMOCKS
 CONDOMINIUM #

LAKEVIEW A:	OR 11833 PG 224
LAKEVIEW B:	OR 11850 PG 1958
LAKEVIEW C:	OR 11865 PG 2498
LAKEVIEW D:	OR 11907 PG 1374
LAKEVIEW E:	OR 11927 PG 2387

OFF. REC. 13899PG 367

LAKEVIEW F: OR 11977 PG 1731
 LAKEVIEW G: OR 12094 PG 1668
 LAKEVIEW H: OR 12181 PG 2194
 LAKEVIEW I: OR 12480 PG 215
 LAKEVIEW J: OR 12409 PG 1705
 LAKEVIEW K: OR 12893 PG 2957
 LAKEVIEW L: OR 12828 PG 2301
 LAKEVIEW M: OR 12893 PG 2885
 LAKEVIEW N: OR 13045 PG 327
 LAKEVIEW O: OR 12696 PG 1250
 LAKEVIEW P: OR 12989 PG 3230

(originally platted as Plumwood at the Hammocks
 PB 116 PG 29)

27 HERON

HERON AT THE HAMMOCKS,
 A CONDOMINIUM
 OR 11542 PG 2022
 BLDGS. 1 - 18 and 23 - 28

HERON AT THE HAMMOCKS TWO,
 A CONDOMINIUM
 OR 11783 PG 2160
 BLDGS 19 - 22

(originally platted as Herron at the Hammocks
 PB 115 PG 92)

28 HAMMOCKS PLACE/
 THE VININGS/
 BROADWATER
 (formerly known
 as Wild Lime)

WILD LIME AT THE HAMMOCKS,
 PB 118 PG 92

29 PALM POINT/
 HAMMOCKS TRAILS
 (formerly known
 as Driftwood/
 Wooddrift)

PALM POINT SECTION ONE,
 PB 123 PG 8

PALM POINT SECTION TWO,
 PB 128 PG 34

WOODDRIFT AT THE HAMMOCKS
 PB 128 PG 24

(originally platted as Driftwood at the Hammocks
 PB 122 PG 23)

30 LEVILLE
 (formerly known
 as Cypress Court)

CHATEAUBLEU AT THE HAMMOCKS,
 A CONDOMINIUM
 O.R. 12640 PG 1895

(originally platted as Cypress Court
 at the Hammocks
 PB 122 PG 29)

31 LAKESHORE COURT

LAKESHORE COURT AT THE HAMMOCKS
 PB 118 PG 93

\HAM\DECL\NEIGHBOR

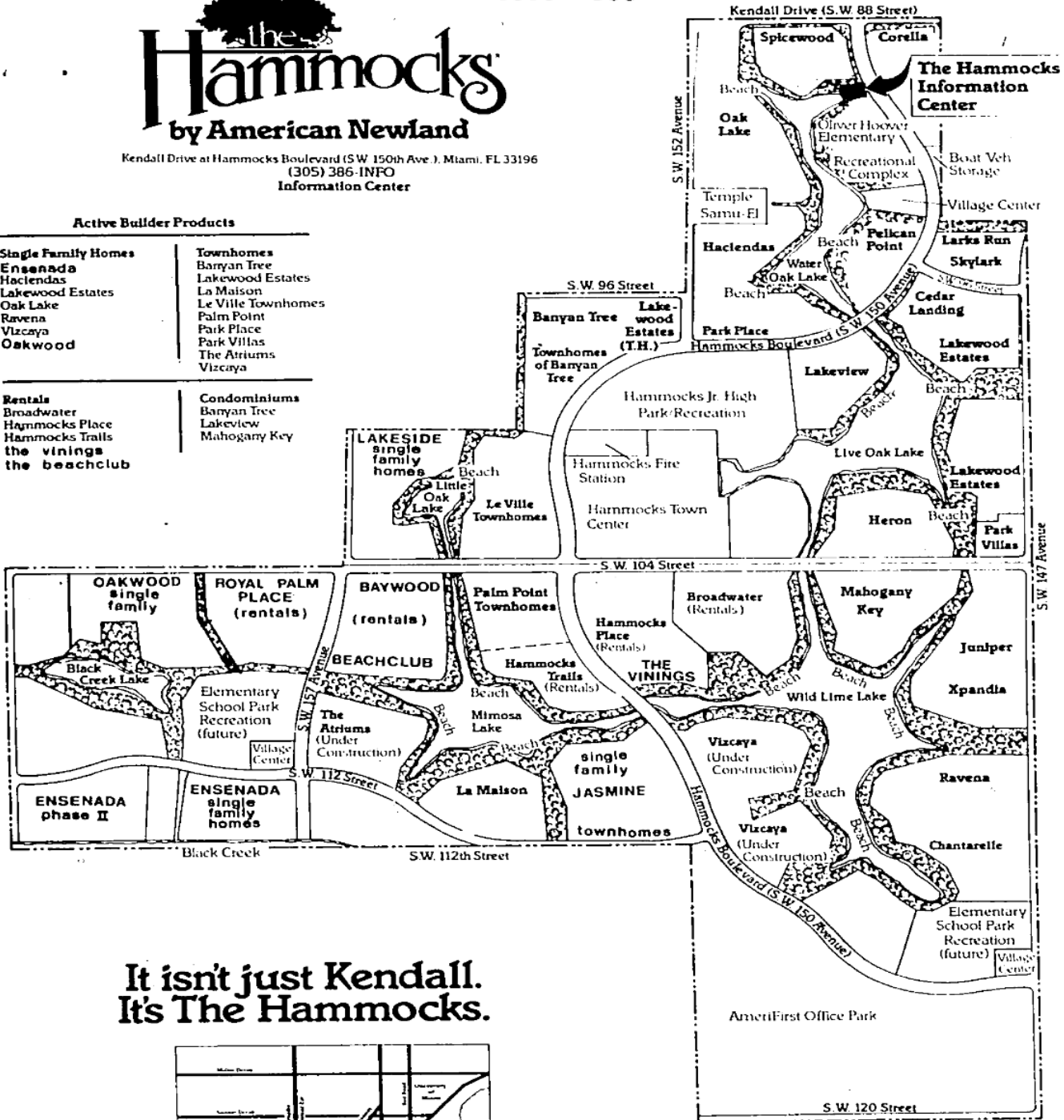
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The Hammocks by American Newland

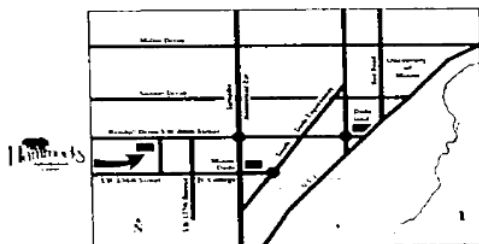
Kendall Drive at Hammocks Boulevard (S.W. 150th Ave.), Miami, FL 33196
(305) 386-INFO
Information Center

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Rentals Broadwater Hammocks Place Hammocks Trails the vinings the beachclub	Condominiums Banyan Tree Lakeview Mahogany Key



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It's The Hammocks.**



NEWLAND SOUTHERN

9280 Hammocks Blvd., Miami, Florida 33196
(305) 382-0655

OFF.
REC. 13899PC 369

EXHIBIT D
NEIGHBORHOOD COMMON PROPERTIES

All of Tracts A, D, and E of "THE HAMMOCKS SECTION ONE" according to the Plat thereof as recorded in Plat Book 108 at Page 98 of the Public Records of Dade County, Florida.

All of Tracts K, M, N, and O of "THE HAMMOCKS SECTION TWO" according to the Plat thereof as recorded in Plat Book 110 at Page 3 of the Public Records of Dade County, Florida.

All of Tracts B-3, and E-3 of "THE HAMMOCKS SECTION THREE" according to the Plat thereof as recorded in Plat Book 115 at Page 60 of the Public Records of Dade County, Florida.

All of Tract A of "ATRIUM HOMES AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 130 at Page 82 of the Public Records of Dade County, Florida.

All of Tracts B, C, E, and F of "HAWTHORN AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 118 at Page 57 of the Public Records of Dade County, Florida.

All of Tracts B, C, D, E, F, H, L, M, N and P of "JUNIPER AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 115 at Page 17 of the Public Records of Dade County, Florida.

All of Tracts E, F, G, and H of "LAKESIDE AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 125 at Page 86 of the Public Records of Dade County, Florida.

All of Tracts A, C, D, I, J, K, L, M, N and O, of "LAKESIDE AT THE HAMMOCKS REPLAT" according to the Plat thereof as recorded in Plat Book 134 at Page 83 of the Public Records of Dade County, Florida.

All of Tracts B, C, D, E, and G of "LIVE OAK OF THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 114 at Page 56 of the Public Records of Dade County, Florida.

- All of Tract A of "PALM POINT SECTION ONE" according to the Plat thereof as recorded in Plat Book 123 at Page 8 of the Public Records of Dade County, Florida.

All of Tract B of "PALM POINT SECTION TWO" according to the Plat thereof as recorded in Plat Book 128 at Page 34 of the Public Records of Dade County, Florida.

All of Tracts B, C, D, E, H, J, K, L and M of "SUNFISH AT THE HAMMOCKS" according to the Plat thereof as recorded in Plat Book 115 at Page 21 of the Public Records of Dade County, Florida.

All of Tract C of "VIZCAYA AT THE HAMMOCKS FIRST ADDITION" according to the Plat as recorded in Plat Book 132 at Page 43 of the Public Records of Dade County, Florida.

\\decl\nei-c-p

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

Exhibit D - consisting of 1 page

THEODORE R. BAYER / ATTORNEY / 10661 N. KENDALL DRIVE / SUITE 207 / MIAMI, FL 33176 / TELEPHONE (305) 598-0700