

CLUB LA COSTA
HOMEOWNERS ASSOCIATION, INC.
Governing Documents



Declaration of Restrictions and Protective Covenants
Articles of Incorporation
By-Laws
Rules and Regulations

Revised: March 18th, 2024

TABLE OF CONTENTS

INDEX	2
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS (MARCH 20TH, 1974)	3
RESTRICTIVE COVENANTS LANDSCAPE MAINTENANCE (MARCH 26 TH , 1974)	27
1 ST AMENDMENT TO DECLARATION (NOVEMBER 12 TH , 1975).....	32
2 ND AMENDMENT TO DECLARATION (MARCH 23 RD , 1976)	35
3 RD AMENDMENT TO DECLARATION (NOVEMBER 1 ST , 1985)	38
CORRECTIVE 3 RD AMENDMENT TO DECLARATION (JANUARY 12 TH , 1987)	41
4 TH AMENDMENT TO DECLARATION (JANUARY 12 TH , 1987)	45
REAFFIRMATION OF DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS (MARCH 12 TH , 1987)	48
REAFFIRMATION OF DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS (SEPTEMBER 15 TH , 2004)	54
NOTICE TO PRESERVE AND PROTECT COVENANTS FROM EXTINGUISHMENT - MRTA ACT (2021-2024)	57
ARTICLES OF INCORPORATION (JANUARY 9TH, 1987)	58
ARTICLE I THE NAME OF THE CORPORATION	59
ARTICLE II THE PRINCIPAL OFFICE	59
ARTICLE III PURPOSE AND THE POWERS OF THE ASSOCIATION	59
ARTICLE IV	61
ARTICLE V MEMBERSHIP	61
ARTICLE VI VOTING RIGHTS	61
ARTICLE VII BOARD OF DIRECTORS	61
ARTICLE VIII DISSOLUTION	62
ARTICLE IX DURATION	62
ARTICLE X AMENDMENTS TO ARTICLES OF INCORPORATION	63
ARTICLE XI AMENDMENTS TO BY LAWS	63
ARTICLE XII MEETINGS	64
ARTICLE XIII OFFICERS	64
ARTICLE XIV INITIAL OFFICERS	65
ARTICLE VX SUBSCRIBERS	66
ARTICLE XVI FHA/VA APPROVAL	66
BY LAWS (MARCH 17TH, 1987).....	68
ARTICLE I NAME AND LOCATION	69
ARTICLE II DEFINITIONS	69
ARTICLE III MEETING OF MEMBERS	70
ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE	72
ARTICLE V NOMINATION AND ELECTION OF DIRECTORS	74
ARTICLE VI MEETINGS OF DIRECTORS	74
ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS	75
ARTICLE VIII OFFICERS AND THEIR DUTIES	77
ARTICLE IX COMMITTEES	79
ARTICLE X BOOKS AND RECORDS	79
ARTICLE XI ASSESSMENTS	79
ARTICLE XII CORPORATE SEAL	80
ARTICLE XIII AMENDMENTS	80
ARTICLE XIV MISCELLANEOUS	81
RULES AND REGULATIONS (REVISED MARCH 18TH, 2024)	82
SECTION I COMMON ELEMENTS; ACTIONS OF RESIDENTS; INSURANCE: MOTOR VEHICLES; ADMINISTRATION ..	83
SECTION II GUIDELINES FOR THE ARCHITECTURAL CONTROL COMMITTEE	88
SECTION III FINES PROCEDURE	89
GUIDELINES AND PROCEDURES	99

**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

MARCH 20TH, 1974



DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

SAGA BAY SECTION SIX, PART TWO
Plat Book 99, Page 18

THIS DECLARATION is made this 20 day of March, 1974, by SAGA DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in Florida, hereinafter called "Developer," which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Saga Bay Section Six Part Two Property Owner's Association, Inc., a Florida corporation not for profit, which is to be incorporated.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Access Area" shall mean and refer to the portion of each lot that is subject to the easement for ingress and egress and for the installation and maintenance of public utilities (which are 22 feet wide, 11 feet on each side of the centerline) as shown on the plat of Saga Bay Section Six, Part Two, and also to all of Tracts C, D, E and F as shown on said plat.

(d) "Common Area" shall mean and refer to Tracts B, G and H as shown on said plat of Saga Bay Section Six, Part Two, together with any improvements thereon, including without limitation all commonly owned recreational facilities, open space, off-street parking areas, private streets, sidewalks and street lights. When a Common Area is contiguous to a Waterway (as hereinafter defined), the boundary of the Common Area shall be deemed to extend to the mean high water mark of the Waterway.

This Instrument Was Prepared By:
ALBERT D. QUENTEL
OF THE LAW FIRM OF
GREENBERG, TRAUERIG, HOFFMAN,
LIPOFF & QUENTEL, P.A.
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(e) "Lot" shall mean and refer to any lot described in Article II hereof and any lot shown upon any resubdivision thereof.

(f) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) "Waterway" shall mean and refer to the body of water constructed or to be constructed contiguous to any boundary of The Properties together with all contiguous bodies of water connected therewith which are constructed or are to be constructed.

(i) "Waterway Maintenance Association" shall mean and refer to the entity organized or to be organized which shall be responsible for the operation and maintenance of the Waterway and for promulgating rules and regulations with respect to the use of the Waterway. The Waterway Maintenance Association shall be a nonprofit Florida corporation which shall be identified in a supplemental declaration executed by Developer, and such identification of the Waterway Maintenance Association shall be conclusive for all purposes.

ARTICLE II

Property Subject to This Declaration; Additions Thereto

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida, and is more particularly described as follows:

All of the lots and tracts of SAGA BAY SECTION SIX, PART TWO, according to the plat thereof recorded in Plat Book , Page , of the Public Records of Dade County, Florida, excepting and excluding Tract A thereof,

all of which real property shall hereinafter be referred to as "The Properties." Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and

obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the last Lot within The Properties has been sold and conveyed by Developer.

Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as Developer no longer holds the title to any portion of Saga Bay Section Six, Part Two, including without limitation Tract A.

ARTICLE IV

Property Rights in the Access Areas

Section 1. Members' Easements. Each Member and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the Access Areas, for use in common with all other Members, their tenants, agents, and invitees.

Section 2. Easements Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, the paving, drainage structures, street lighting fixtures and appurtenances, landscaping (if any) and other structures (except utilities) situated on the Access Areas, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI.

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on the plat, shall be in accordance with the applicable provisions of this Declaration.

Section 5. Ownership of Tracts C, D, E and F. Upon completion of the development of Tracts C, D, E and F constituting part of the Access Areas, the Developer, or its successors and assigns, shall convey and transfer the record fee simple title thereto to the Association, and the Association shall accept such conveyance. Thereupon, the Association shall be responsible for the payment of taxes assessed against said Tracts and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes shall be prorated as of the date of conveyance. Prior to completion of the improvement of said Tracts and conveyance of title thereto to the Association, the taxes assessed against said Tracts shall be paid by the Developer or its successors or assigns. Taxes on the portions of the Access Areas which are easements across Lots shall be paid by the Owner of the Lot.

Section 6. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Access Areas.

ARTICLE V

Property Rights in the Common Areas

Section 1. Ownership. Upon completion of the development of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer the record fee simple title thereto to the Association, and the Association shall accept such conveyance. Thereupon, the Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner without cost to the general taxpayers of Dade County, and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes

shall be prorated as of the date of conveyance. Prior to completion of the Common Areas and facilities and conveyance of the title thereto to the Association, the taxes assessed against such non-public property shall be paid by the Developer or its successors or assigns.

Section 2. Members' Easements. Each Member and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members, their tenants, agents, and invitees, subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities, in compliance with the provisions of Section 33-284.7(i) of the Code of Metropolitan Dade County, Florida.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

(d) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, the shoreline of the Waterway above the high water mark, and other structures, except utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association

through assessments imposed in accordance with Article VI. Such assessments shall be against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by nonuse of the Common Areas or abandonment of his right to use the Common Areas.

Section 5. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 6. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. 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 so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, which shall include assessments for the maintenance of the Waterway as provided in Article VII hereof, and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for (1) the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and the Access Areas situated upon The Properties, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and (2) the purposes provided in Section 3 below; and (3) maintenance of the Waterway as provided in Article VII hereof.

Section 3. Exterior Maintenance. The Association through action of its Board of Directors taken by not less than two-thirds favorable vote of such Board may provide exterior maintenance upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, drives and parking places and other exterior improvements. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall constitute an annual maintenance assessment or charge. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost of such exterior maintenance.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 2 and 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement that in the judgment of the Board benefits all Lots, including the necessary fixtures and personal property

related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Capital improvements relating to the Waterway shall be levied by the Waterway Maintenance Association as provided in its by-laws and shall become effective without approval of the Association or its Members.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in monthly installments due the first day of each month, or in annual or quarterly annual installments if so determined by said Board.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Sections 2 and 3 hereof as the remaining number of months.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment (including any estimated assessment under Section 3) against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed

by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Amounts of Annual Assessments. The assessment for each Lot shall be equal to the assessment for each other Lot except in the case of assessments under Section 3 hereof. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property or may foreclose the lien against the property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include

interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender now or hereafter placed upon the properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessments becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against a lot by reason of the provisions of this Section 9 shall be deemed to be an assessment divided equally among, payable by, and a lien against all lots, including the lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE VII

Property Rights in and Maintenance of Waterway

Section 1. Membership in Waterway Maintenance Association. The Association shall be a member of the Waterway Maintenance Association, referred to in this Article as the "WMA." The Association and all of the Owners shall be bound by the charter and by-laws of the WMA to be recorded among the public

records of Dade County, Florida, and to be identified in a supplemental declaration executed and recorded by Developer, by the Rules and Regulations of the WMA lawfully promulgated and published from time to time by the Board of Directors of the WMA. The identification by Developer in a recorded supplemental declaration of the charter and by-laws of the WMA shall be conclusive.

Section 2. Ownership of Waterway. Upon completion of the construction of the Waterway (or portions thereof, in the sole discretion of Developer) the Developer, its successors and assigns, shall convey and transfer fee simple title thereto to the WMA to be held for the joint and several use of the Owners and the owners of other properties who are also members of associations which are members of the WMA. Title shall be conveyed subject to easements contained in plats of property contiguous to the Waterway or imposed by covenants similar to those contained herein. Thereupon, the WMA shall be responsible for the maintenance of the Waterway and for the payment of taxes assessed against the Waterway. Prior to conveyance of title to the WMA, any taxes assessed against the Waterway shall be paid by the Developer or its successors or assigns. Taxes assessed against any improvements located partially on The Properties and partially on the Waterway shall be the responsibility of the Association, unless any such improvement has been constructed by the WMA which shall be responsible for all taxes assessed against any improvement constructed by it.

Section 3. Members' Easements. Each Member and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for the use of the Waterway in common with all other Members, their tenants, agents, and invitees, subject to the following:

(a) The right and duty of the Association to levy assessments hereunder against each Lot for the purpose of maintaining the Waterway.

(b) The right of the WMA to adopt and enforce rules and regulations governing the use of the Waterway.

The right of an Owner to the use and enjoyment of the Waterway and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulation from time to time by the WMA in its lawfully adopted and published rules and regulations.

Section 4. Easements Appurtenant. The easement provided in Section 3 shall be appurtenant to and shall pass with the title to each Lot.

Section 5. Maintenance of the Waterway. All maintenance of the Waterway below the high water mark shall be the responsibility of the WMA which shall at all times maintain, operate and repair the Waterway so that it will remain free from all debris, contaminants and noxious odors and as otherwise necessary to maintain it so that the Owners may derive maximum use and benefit therefrom. All expenses of the WMA incurred in connection with the maintenance of the Waterway shall be paid for by the WMA by assessments against its members and all such expenses allocated to the Association as a member of the WMA shall be paid for the Association by assessments imposed by the Association in accordance with Article VI. All such assessments by the Association shall be against all Lots equally. No Owner may waive or otherwise escape liability for such assessments for maintenance by non use of the Waterway or abandonment of his right to use the Waterway.

ARTICLE VIII

Residential Covenants

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family townhouse dwelling not to exceed two stories in height. Temporary uses for model homes, parking

lots, and/or sales offices shall be permitted until January 1, 1976, or until permanent cessation of such uses takes place, whichever is earlier.

Section 2. Change in Buildings. No owner shall make or permit any structural modification or alteration in any building, except with the prior written consent of the Developer, or its successor or assignee, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other townhouse units. No building shall be demolished or removed without the prior written consent of all owners of all other townhouses with which such building was connected at the time of its construction, and also the prior written consent of Developer, its successor or assignee. Developer shall have the right but shall not be obligated to assign all of its rights and privileges under this Section 2 to the Association and its successors.

Section 3. Building Location. Buildings shall be located in conformance with Section 33-202.3 of the Code of Metropolitan Dade County, Florida, and any specific zoning approvals thereunder, or as originally constructed on a lot by Developer's assignee. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this section and any future variance or special exception as to building location or other item shall constitute an amendment of this section.

Section 4. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved

as shown on the recorded plat. Within these easements indicated by dashed lines on the plat, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements. The area of each Lot covered by an easement and all improvements in it shall be maintained continuously by the owner of the lot or by the Association, except for the installations for which a public authority or utility company is responsible. The Miami-Dade Water and Sewer Authority, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits under and through the utility easements as shown on the plat. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights of ways or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot or used on any Lot at any time as a residence either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any houses built in this subdivision or any ancillary building,

and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used.

In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Design Control Board referred to in Section 13 hereof.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not than five (5) square feet advertising the property for sale or for rent, or signed used by a builder to advertise the property during the construction and sales period.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 10. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot; provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 11. Water Supply. No individual water supply system shall be permitted on any Lot, except for use in air conditioning, pools, and sprinkler systems; provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

Section 12. Visibility at Street Intersections. No obstruction to visibility at street intersections or Access Area intersections shall be permitted.

Section 13. Architectural Control. No building, wall, or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Design Control Board named below. Each building, wall or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plat plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Design Control Board seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Design Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Design Control Board is composed of L. E. Castetter, Hunter Wolcott and Charles K. Browning

and the address of said Board is in care of Saga Development Corporation, 2801 Ponce de Leon Boulevard, Coral Gables, Florida. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant.

Section 14. Exterior Appearances and Landscaping. The paint, coating, stain, and other exterior finishing colors on all townhouses may be maintained as that originally installed, without prior approval of the Design Control Board, but prior approval by the Design Control Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the owner as originally installed by Developer's assignee, unless the prior approval for any substantial change is obtained from the Design Control Board.

Section 15. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot in this subdivision, except only during periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the Access Areas, road, Common Areas, and other Lots. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 16. Fences. No fence, wall or other enclosure shall be erected in the front yard or side yard setback areas, except any as originally installed by Developer's assignee, and except any approved by the Design Control Board as above provided.

Section 17. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in an underground receptacle or walled in area; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 18. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of the residential property in an area exposed to view from any other lot in a residential property area. Drying areas will be permitted only in locations approved by the Design Control Board and only when protected from view by screening or fencing approved by the Board.

ARTICLE IX

Party Wall Covenants

Section 1. General. Each wall built as part of the original construction of the single-family townhouse dwellings upon the said described land and placed on the dividing line between the lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion.

Section 2. Sharing of Repairing, Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension, or restoration, thereof, shall be placed upon the land of the other Owner not extending, constructing, or restoring, said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained; no part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said owners, or by those claiming under them respectively, shall be placed upon the land of the other owner, without the written consent of the latter first obtained. If the other owners thereafter make use of the wall, 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 for the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article IX, any 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 IX shall be appurtenant to the land and shall pass to such Owners' successors in title. Upon conveyance or other transfer of title the liability of the prior owner shall cease.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article IX, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE X

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole

or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. 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 sent 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 mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may be enforced by the Association, any Owner, or Developer or its successor, or the Design Control Board.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by: (i) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (ii) by Owners holding not less

than two-thirds vote of the membership, provided that so long as the Developer is the owner of any lot affected by this Declaration the Developer's consent must be obtained; provided further, for any change of Article VI, Section 9, under either clauses (i) or (ii), the consent of the County Attorney of Dade County must be obtained; and provided further, for any change of Article VII, the consent of the Waterway Maintenance Association, if any has been identified in a supplemental declaration, must be obtained.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

Section 7. Cumulative Effect. All the provisions of this Declaration of Restrictions and Protective Covenants shall be deemed cumulative and in addition to provisions of the Agreement Governing Land Development dated October 28, 1970, recorded in Official Records Book 7135, Page 609, of the Public Records of Dade County, Florida.

EXECUTED as of the date first above written.

Signed in the presence of: SAGA DEVELOPMENT CORPORATION

Nancy K. Hudson By [Signature]
VICE - President

[Signature] Attest: Elsa G. Bergolla
Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 20th day of March, 1974, by HUNTER WOLCOTT, Vice-President, and ELSA G. BERGOLLA, Secretary, of SAGA DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation.

Linda W. Petersen
Notary Public, State of Florida at Large
My commission expires;
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

**RESTRICTIVE COVENANTS
LANDSCAPE MAINTENANCE**

MARCH 26TH, 1974



FILED: May 1, 1974
CLERK'S FILE NO. 74R-98592
OFF. REC. & PC. 8664/373

RESTRICTIVE COVENANTS

LANDSCAPE MAINTENANCE

SAGA BAY, SECTION SIX, PART TWO

THIS DECLARATION, made this 26th day of March, 1974, by SAGA DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, whose post office address is 2801 Ponce de Leon Boulevard, Coral Gables, Florida, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of the lands hereinafter particularly described, and other contiguous lands, which are being utilized for the development of planned residential community in accordance with the provisions of the Agreement Governing Land Development made on October 28, 1970, between the Declarant and Dade County, a political subdivision of the State of Florida, and recorded in Official Records Book 7135, at Page 609, of the Public Records of Dade County, Florida; and

WHEREAS, said Agreement Governing Land Development provides, among other things, that the maintenance of all landscaping for all public facilities shall be ultimately accomplished by means of special taxing district created under and pursuant to the provisions of the Code of Metropolitan Dade County, Florida, in order to insure the continued maintenance of the landscaping for the benefit and enjoyment of the public and residents of the new community, known as Saga Bay; and

Prepared by Darrey A. Davis
1400 First National Bank Building
Miami, Florida 33131

McCARTHY STEEL HECTOR & DAVIS, MIAMI, FLORIDA

WHEREAS, the aforesaid provisions of the Agreement Governing Land Development, by the terms thereof, constitute covenants running with the land described therein, consisting of 2799.54 acres, more or less, and binding on the Declarant and its successors and assigns.

NOW, THEREFORE, the Declarant hereby declares that all the property hereinafter described shall be held, sold and conveyed subject to the following restrictive covenants which shall run with the real property and be binding on all parties having any right, title or interest in the real property described hereinafter, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

PROPERTY INVOLVED

The property subject to the provisions of this Declaration consists of all the real property set forth and described in the subdivision plat of SAGA BAY, SECTION SIX, PART TWO, according to the plat thereof recorded in Plat Book 99, at Page 18, of the Public Records of Dade County, Florida.

ARTICLE TWO

COVENANT FOR LANDSCAPE MAINTENANCE

Section 1. Pending the creation and establishment of said special taxing district for the maintenance of all landscaping for all public facilities in accordance with Section 23 of the Agreement Governing Land Development hereinabove described (petition therefor having been duly filed), the Declarant, Saga Development Corporation, hereby covenants and agrees

to maintain all landscaping for all public facilities provided in connection with the real property covered by this Declaration in compliance with the landscaping regulations prescribed by Dade County.

Section 2. All persons, firms, corporations or other entities purchasing or acquiring any ownership right, title or interest in and to any of the lands covered by this Declaration by, through or under the Declarant, Saga Development Corporation, shall be deemed to consent to the creation and establishment of said special taxing district for landscape maintenance and to have joined in the petition heretofore filed by the Declarant.

Section 3. The provisions of this Declaration shall continue in force and effect as to the property herein described and the owners thereof until the special taxing district for maintenance of the landscaping of public facilities has been created and established under and pursuant to the provisions of the Code of Metropolitan Dade County, Florida.

IN WITNESS WHEREOF, the Declarant, SAGA DEVELOPMENT CORPORATION, by its duly authorized officers, has executed the foregoing instrument, this day and year first above written.

(Corporate Seal)

SAGA DEVELOPMENT CORPORATION

ATTEST:

By: _____
L.E. CASTETTER,
Vice President

ELSA G. BERGOLLA,
Secretary

STATE OF FLORIDA)

)ss.:

COUNTY OF DADE)

I, an officer authorized to take acknowledgements of deeds according to the laws of the State of Florida, duly qualified and acting hereby certify

That L.F. CASTELLI and ELSIA G. BERGOLLA, Vice President and Secretary, respectively, of SAGA DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, to me personally known to be the individuals and officers described in and who executed the foregoing instrument, before me personally and severally acknowledged the execution thereto to be their free act and deed as such duly authorized officers; and that the official seal of the said corporation is duly affixed and the foregoing instrument is the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 26th day of March, 1974.

Notary Public, State of Florida at Large

My Commission Expires: _____

(Notary Seal)

**1ST AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

NOVEMBER 12TH, 1975



FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
SAGA BAY SECTION SIX, PART TWO
PLAT BOOK 99, PAGE 18

WHEREAS, SAGA DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in Florida, hereinafter called "Developer, executed the Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two, recorded May 1, 1974, under Clerk's File No. 74R-98591 in the Official Records Book 8664, at Page 350, of the Public Records of Dade County, Florida, affecting the following described land in Dade County, Florida:

All of the lots and tracts of SAGA BAY SECTION SIX, PART TWO, according to the plat thereof recorded in Plat Book 99, Page 18, of the Public Records of Dade County, Florida, excepting and excluding Tract I thereof;

and

WHEREAS, Developer is the owner of record of the Fee Simple title to all of said land; and

WHEREAS, the Developer desires in accordance with the provision of Article X, Section 5 thereof, to modify, amend and add to said Declaration of Protective Covenants and Restrictions;

NOW, THEREFORE, The Developer declares that:

1. The plat book and page of the plat, namely Plat Book 99, Page 18, is hereby inserted in the appropriate blanks on Pages 1 and 2 of the Declaration.

2. Article I, Item (a) is hereby revised to read as follows:

"Association" shall mean and refer to The Mariner's Club Association, a Florida corporation not for profit, which is to be incorporated.

3. Under Article III, Section 2, the definition of Class B membership shall be amended as follows:

The Class B members shall be the Developer and his successors, grantees, or assigns who acquire more than ten (10) Lots. The Class B member shall be entitled to three votes for each Lot in which it holds an interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the last Lot within The Properties has been sold and conveyed by Developer, or his successors, grantees, or assigns who acquire more than ten (10) Lots.

Instrument Was Prepared By
MICHAEL M. WILSON
OF THE FIRM OF
GREENBERG, TRAU, RIG, HOFFMAN,
LIPOFF & QUENTEL, P.A.
1801 Biscayne Avenue
Miami, Florida 33131

6a)

4. The following additional section is hereby added to Article VI of the Declaration:

Section 11. Liability of Developer and Its Successors in Interest. Notwithstanding any provision to the contrary in this Article VI, the Developer and any successor in interest to the Developer shall not be liable for any assessments for any Lot so long as Developer (or its successor in interest) holds the title to such Lot. The term "successor in interest to the Developer" as used in this Section shall mean any immediate grantee of the Developer who acquires more than ten (10) Lots.

5. Under Article VIII, Section 13 of the Declaration, the members of the Design Control Board are changed to the following:

- Irwin Raskin
- Robert Grossberger
- Arthur Lazarus

EXECUTED this 12th day of November, 1975

SIGNED IN THE PRESENCE OF:

SAGA DEVELOPMENT CORPORATION

[Signature]

BY [Signature]
Vice President
ATTEST [Signature]
Secretary

[Signature]
As to Developer

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 12th day of November, 1975, by L.E. CASTETTER, President and ELSA G. BERGOLLA, Secretary, of SAGA DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation.

Linda W. Petersen
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS



LAW OFFICES
FABER & LEVINE
388 MINORCA
CORAL GABLES, FLORIDA

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

**2ND AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

MARCH 23RD, 1976



1976 APRIL 28 A.M. 9:13

3

SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
SAGA BAY SECTION SIX, PART TWO
PLAT BOOK 99, PAGE 18

WHEREAS, SAGA DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in Florida, hereinafter called "Developer", executed the Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two, recorded May 1, 1974, under Clerk's File No. 74R-98591 in the Official Records Book 8664, at Page 350, of the Public Records of Dade County, Florida, and also executed the First Amendment to said Declaration of Restrictions and Protective Covenants which was recorded on November 17, 1975 under Clerk's File No. 75R-236901 in the Official Records Book 9154 at Page 378 of the Public Records of Dade County, Florida, affecting the following described land in Dade County, Florida:

All of the lots and tracts of SAGA BAY SECTION SIX, PART TWO, according to the Plat thereof, recorded in Plat Book 99, Page 18, of the Public Records of Dade County, Florida, excepting and excluding Tract I thereof;

and

WHEREAS, Developer is the owner of record of the Fee Simple title to all of said land; and

WHEREAS, the Developer desires in accordance with the provisions of Article X, Section 5 thereof, to modify, amend and add to said Declaration of Protective Covenants and Restrictions;

NOW THEREFORE, The Developer declares:

1. Article VIII, Section 1, is hereby revised to read as follows:

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family townhouse dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots and/or sales offices shall be permitted until December 31, 1981 or until permanent cessation of such uses takes place, whichever is earlier.

EXECUTED this 23rd day of March, 1976.

SIGNED IN THE PRESENCE OF: SAGA DEVELOPMENT CORPORATION

By _____
L. E. Castetter Vice President

Attest: _____
Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 23rd day of March, 1976, by L. E. Castetter, Vice President and Elsa G. Bergolla, Secretary, of SAGA DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation.

Notary Public, State of Florida
At Large

**3RD AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

NOVEMBER 1ST, 1985



OFF. REC. 127129 3667

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR SAGA BAY SECTION SIX, PART TWO

PLAT BOOK 99, PAGE 18

WHEREAS, SAGA DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in Florida, hereinafter called "Developer", executed the Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two, recorded May 1 1974, under Clerk's File No. 74R-98591 in Official Records Book 8664, at Page 350, of the Public Records of Dade County, Florida, and also executed the First Amendment to said Declaration of Restrictions and Protective Covenants which was recorded on November 17, 1975, under Clerk's File No. 75R-236901 in Official Records Book 9154, at Page 378 of the Public Records of Dade County, Florida, and Second Amendment to said Declaration of Restrictions and Protective Covenants which was recorded on April 28, 1976, under Clerk's File No. 76R-90135, in Official Records Book 9307, at Page 410, of the Public Records of Dade County, Florida, affecting the following described land in Dade County, Florida:

All of the lots and tracts of SAGA BAY SECTION SIX,
PART TWO, according to the Plat thereof, recorded
in Plat Book 99, Page 18, of the Public Records of
Dade County, Florida, excepting and excluding Tract
I, J, K, thereof.

and

WHEREAS, Developer is the owner of record of the Fee Simple title to all of said land; and

WHEREAS, the Developer desires in accordance with the provisions of Article X, Section 5 thereof, to modify, amend and add to said Declaration of Protective Covenants and Restrictions;

NOW THEREFORE, The Developer declares that:

1. Article VIII, Section 1, is hereby revised to read as follows:

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family townhouse dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots and/or sales offices shall be permitted until December 31, 1991 or until permanent cessation of such uses takes place, whichever is earlier.

Executed at Dade County, Florida this 1st day of
November, 1985.

Witnesses:

Maria Dabel Gynaker
Barbara M. P... ..

H.G. LAND DEVELOPMENT CO., INC.

BY: *Hector J. Garcia*
HECTOR J. GARCIA, PRESIDENT

ATTEST: *Hector Garcia*
HECTOR GARCIA, SECRETARY



STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared HECTOR J. GARCIA and HECTOR GARCIA, to me well known to be the President and Secretary of H.G. LAND DEVELOPMENT CO., INC. a Florida corporation, who executed the foregoing in my presence on this the 1st day of November, 1985.

Raymond Williams
Notary Public, State of Florida,
At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/87
~~Period of time covered by this instrument is:~~

This instrument was prepared by :
Douglas L. Grable, P.A.
1140 West 50 Street, Suite 207
Hialeah, FL 33012



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
950-49 454148
RICHARD P. BRINKER
CLERK CIRCUIT COURT

**CORRECTIVE 3RD AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

JANUARY 12TH, 1987



GRANT OF EASEMENT

OFF REC 13149 2189

0.50

0.45

The undersigned owner of lots 11 thru 15, Block 1, Saga Bay Section VI, Part II as recorded in the Public Records of Dade County, Florida. Plat Book 99, at Page 18 (Grantor) for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grants Club La Costa Homeowner's Association, Inc. a Florida Corporation whose address is 10300 Sunset Drive, Suite 330, Miami, Florida 33173, its successors or assigns (grantee) an exclusive easement under and through the area described as follows: The South 10 feet of lots 11 through 15 Block 1, Saga Bay Section Six Part II as recorded in Plat Book 99, at Page 18, of the Public Records of Dade County, Florida (The Premises), for the maintenance of drainage system serving this subdivision as approved by Metropolitan Dade County works department.

Signed Sealed and delivered
in the presence of:

0.50
Dade County
Richard P. Brinken
Notary Public
12/29/87

[Signature]
[Signature]

C AND L HOLDING, INC.
By: *[Signature]*

0.45
Dade County
Richard P. Brinken
Notary Public
12/29/87

(Corporate Seal)



This Instrument was prepared by:
HECTOR J. GARCIA,
10300 Sunset Drive, Suite 330
Miami, Florida 33173

I Hereby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, RUTH CURRY, President of C & L Holding, Inc. to me well known to be the person described in an who executed the foregoing and she acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal at City of Miami, County of Dade and State of Florida, this 12th, day of January, 1987.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA at Large.

My commission expires:

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD NUMBER
RICHARD P. BRINKEN
CLERK CIRCUIT COURT



5

I HEREBY CERTIFY that the above copy is a true and correct copy of the original of record, and that the recording of this instrument with the Public Records of Dade County, Florida, is in accordance with the provisions of Chapter 218, Florida Statutes, and that the recording of this instrument is in accordance with the provisions of Chapter 218, Florida Statutes.

CORRECTIVE

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR SAGA BAY SECTION SIX, PART TWO
PLAT BOOK 99, PAGE 18

WHEREAS, H. G. LAND DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer," is the successor in interest to SAGA DEVELOPMENT CORPORATION, a Delaware corporation, and

WHEREAS the Developer executed the Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two, recorded May 1, 1974, under Clerk's File No. 74R-98591 in Official Records Book 8664, at Page 350, of the Public Records of Dade County, Florida, and also executed the following Amendments to said Declaration, recorded in the Public Records of Dade County, Florida, as follows:

- First Amendment: Recorded 11/17/75, Clerk's File No. 75R-236901; O.R.B. 91554, Page 378
- Second Amendment: Recorded 4/28/76, Clerk's File No. 76R-90135; O.R.B. 9307, Page 410
- Third Amendment: Recorded 11/27/85, Clerk's File No. 85R-371785; O.R.B. 12712, Page 3667

all of which amendments affected the following described land in Dade County, Florida:

All of the lots and tracts of SAGA BAY SECTION SIX, PART TWO, according to the Plat thereof, recorded in Plat Book 99, Page 18 of the Public Records of Dade County, Florida, excepting and excluding Tract I, J, K thereof; and

WHEREAS, Developer is the order of record of the Fee Simple Title to all of said land;

NOW THEREFORE the Developer declares that ARTICLE VIII, Section 1 of the Declaration of Covenants and Restrictions is hereby revised to read as follows:

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family townhouse dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots and/or sales offices shall be permitted until December 31, 1991, or until permanent cessation of such uses takes place, whichever is earlier.

9

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS. IT IS THE PROPERTY OF THE NATIONAL BUREAU OF STANDARDS AND IS LOANED TO YOUR ORGANIZATION; IT AND ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR ORGANIZATION.

OFF REC 13149 PC 2191

EXECUTED at Dade County, Florida, this 12th day of January, 1987.

Witnesses:

[Signature]
[Signature]

H. G. LAND DEVELOPMENT CO., INC.

By: [Signature]
HECTOR J. GARCIA, President

Attest: [Signature]

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned attorney, personally appeared HECTOR J. GARCIA and HECTOR GARCIA, to me well known to be the President and Secretary respectively of H. G. LAND DEVELOPMENT CO., INC., a Florida corporation, who executed the foregoing in my presence this 12th day of January, 1987.



[Signature]
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/29/1987
FCN 40,7183 GENERAL INSURANCE USA

This instrument was prepared by:

DOUGLAS L. GRABLE, P.A.
1140 West 50th Street
Suite 207
Hialeah, Florida 33012

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

Vertical stamp on the right margin containing text and a signature.

**4TH AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

JANUARY 12TH, 1987



OFF REC 13149 PG 2192

FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR SAGA BAY SECTION SIX, PART TWO PLAT BOOK 99, PAGE 18

WHEREAS, H. G. LAND DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer," is the successor in interest to SAGA DEVELOPMENT CORPORATION, a Delaware corporation, and

WHEREAS the Developer executed the Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two, recorded May 1, 1974, under Clerk's File No. 74R-98591 in Official Records Book 8664, at Page 350, of the Public Records of Dade County, Florida, and also executed the following Amendments to said Declaration, recorded in the Public Records of Dade County, Florida, as follows:

- First Amendment: Recorded 11/17/75, Clerk's File No. 75R-236901; O.R.B. 91554, Page 378
- Second Amendment: Recorded 4/28/76, Clerk's File No. 76R-90135; O.R.B. 9307, Page 410
- Third Amendment: Recorded 11/27/85, Clerk's File No. 85R-371785; O.R.B. 12712, Page 3667

all of which amendments affected the following described land in Dade County, Florida:

All of the lots and tracts of SAGA BAY SECTION SIX, PART TWO, according to the Plat thereof, recorded in Plat Book 99, Page 18 of the Public Records of Dade County, Florida, excepting and excluding Tract I, J, K thereof

and

WHEREAS, the Developer wishes to change the name of the homeowners' association;

WHEREAS, Developer is the order of record of the Fee Simple Title to all of said land;

NOW THEREFORE the Developer declares that ARTICLE I (a) of the Declaration of Covenants and Restrictions is hereby revised to read as follows:

(a) "Association shall mean and refer to CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

97

1. THESE COVENANTS SHALL BE APPLIED TO ALL UNITS OF THE DEVELOPMENT...
7-1-87 2:30 PM K. K. K.

EXECUTED at Dade County, Florida, this 12th. day of January, 1987.

Witnesses:

[Signature]
Lujan Munoz

H. G. LAND DEVELOPMENT CO., INC.

By: [Signature]
HECTOR J. GARCIA, President

Attest: [Signature]

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned attorney, personally appeared HECTOR J. GARCIA and HECTOR GARCIA, to me well known to be the President and Secretary respectively of H. G. LAND DEVELOPMENT CO., INC., a Florida corporation, who executed the foregoing in my presence this 12th. day of January, 1987.



[Signature]
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 29 1987
BENDER TRAVEL GENERAL INSURANCE CO.

This instrument was prepared by:

DOUGLAS L. GRABLE, P.A.
1140 West 50th Street
Suite 207
Hialeah, Florida 33012

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

Vertical stamp on the right edge of the document, partially obscured, containing text and a signature.

**REAFFIRMATION OF
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

MARCH 12TH, 1987



**REAFFIRMATION OF DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR SAGA HAY TOWNHOMES**

WHEREAS, H. G. LAND DEVELOPMENT CO., INC., a Florida corporation (hereafter referred to as "Owner") is the owner of the following described real property located in Dade County, Florida:

See Exhibit "A" attached hereto;

WHEREAS, the Owner is in the process of replatting the said real property, which, after replatting will be known as:

See Exhibit "B" attached hereto;

WHEREAS the said real property is subject to the terms and conditions of the Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two, filed for record May 1, 1974, in O.R.B. 8664, at Page 350, of the Public Records of Dade County, Florida, as amended by the following amendments, all of which are recorded in the Public Records of Dade County, Florida:

First Amendment: Recorded 11/17/75, Clerk's File No.75R-236901;
O.R.B. 9154, Page 378

Second Amendment: Recorded 4/28/76, Clerk's File No. 76R-90135;
O.R.B. 9307, Page 410

Third Amendment: Recorded 11/27/85, Clerk's File No. 85R-371785;
O.R.B. 12712, Page 3667

Corrective to Third Amendment: Recorded 1/15/87; Clerk's File No. 87R-015527;
O.R.B. 13149; Page 2190

Fourth Amendment: Recorded 1/15/87; Clerk's File No. 87R-015528;
O.R.B. 13149; Page 2192;

WHEREAS the Owner wishes to reaffirm that the replatted lots shall be subject to the terms and conditions of the said Declaration and its Amendments, with certain exceptions noted below;

NOW THEREFORE, the Owner reaffirms that the real property described in Exhibit "B" attached hereto shall be subject to the terms and conditions of the above-mentioned Declaration of Restrictions and the Amendments set forth above, and shall be binding upon all parties, or their heirs, successors, and assigns, having any right, title, and interest in and to the replatted property or any part thereof,

EXCEPT for the following:

1. Paragraph 4 of the First Amendment shall not be applicable, to the extent that it relieves the Owner or any other owner of lots in the platted subdivision from liability for maintenance assessments levied by the homeowners' association;

2. Nothing in the Declaration or any of its Amendments shall prevent the levy of maintenance assessments against any lot in the subdivision, whether owned by the Owner or any other person, or whether improved or not improved; and

3. None of the provisions which may be contained in the Declaration or in any of the Amendments, dealing with maintenance of common areas and liability for payment, may be amended without the prior consent of Dade County, Florida. The common area of Saga Bay Townhomes is known as Tract A.

IN WITNESS WHEREOF, the undersigned, representing the Owner herein, sets its hand and seal this ____ day of March, 1987.

Witnesses:

H. G. LAND DEVELOPMENT CO., INC.

[Signature]
[Signature]

By [Signature]
Hector J. Garcia, President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that before me personally appeared HECTOR J. GARCIA, President of H. G. LAND DEVELOPMENT CO., INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed for the purposes set forth therein, stating before me that the said instrument is the act and deed of the Corporation.

WITNESS my hand and seal in the County and State aforesaid this 16 day of March, 1987.

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC
My Comm. No. _____
Expires _____

This instrument prepared by:

EXHIBIT "A"

LEGAL DESCRIPTION

All of Tract C, all of Lots 1 thru 5 inclusive, Block 1; all of Lots 16 thru 35 inclusive, Block 1; all of Lots 6 thru 15 inclusive, Block 2; all of Lots 1 thru 12 inclusive, Block 3; all of Lots 1 thru 24 inclusive, Block 4; all of Lots 1 thru 25 inclusive, Block 5; all of Lots 1 thru 25 inclusive, Block 6; all of Lots 1 thru 6 inclusive, Block 7; all of Lots 1 thru 17 inclusive, Block 8; all in "SAGA BAY SECTION SIX PART TWO", according to the Plat thereof, as recorded in Plat Book 99, Page 18, of the Public Records of Dade County, Florida;

Together with that portion of Tract "F", "Saga Bay Section Six Part Two", according to the Plat thereof, as recorded in Plat Book 99, Page 18, of the Public Records of Dade County, Florida, lying in the West 1/2 of Section 10, Township 56 South, Range 40 East, Dade County, Florida; less the following described portion of said Tract "F"; Begin at the center of said Section 10, Township 56 South, Range 40 East, Dade County, Florida, thence N. 01°04'11" W. along the East line of the N.W. 1/4 of said Section 10 for 75.22 feet to a point of the South Line of lot 5, Block 9, thence S. 89°00'00" W. along the South Line lots 4 and 5, Block 9, for 147.08 feet, thence S. 00°50'07" E. along the East line of S.W. 82nd. Ave; for 75.32 feet; thence N. 89°09'53" E. along the North Line of lots 1 thru 5, Block 8, of said Plat of "Saga Bay Section Six Part Two", for 126.00 feet, thence N. 00°05'07" W. for 0.44 feet; thence N. 88°57'34" E. for 21.38 feet to the point of Beginning.

EXHIBIT "B"

LEGAL DESCRIPTION

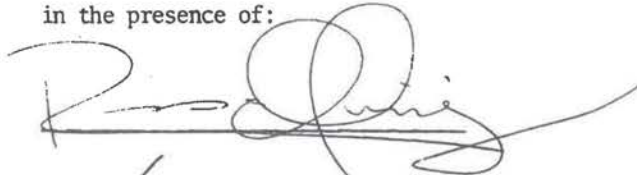
Tract A; Lots 1, thru 5 inclusive, Block 1;
Lots 1 thru 10 inclusive, Block 2;
Lots 1 thru 12 inclusive, Block 3;
Lots 1 thru 24 inclusive, Block 4;
Lots 1 thru 25 inclusive, Block 5;
Lots 1 thru 25 inclusive, Block 6;
Lots 1 thru 20 inclusive, Block 7;
Lots 1 thru 6 inclusive, Block 8;
Lots 1 thru 17 inclusive, Block 9; of
SAGA BAY TOWNHOMES, according to the Plat
thereof, as recorded in Plat Book _____,
Page _____, of the Public Records of
Dade County, Florida.

GRANT OF EASEMENT

The undersigned owner of lots 11 thru 15, Block 1, Saga Bay Section VI, Part II as recorded in the Public Records of Dade County, Florida. Plat Book 99, at Page 18 (Grantor) for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grants Club La Costa Homeowner's Association, Inc. a Florida Corporation whose address is 10300 Sunset Drive, Suite 330, Miami, Florida 33173, its successors or assigns (grantee) an exclusive easement under and through the area described as follows: The South 10 feet of lots 11 through 15 Block 1, Saga Bay Section Six Part II as recorded in Plat Book 99, at Page 18, of the Public Records of Dade County, Florida (The Premises), for the maintenance of drainage system serving this subdivision as approved by Metropolitan Dade County works department.

Signed Sealed and delivered

in the presence of:


Hector J. Garcia

C AND L HOLDING, INC.

By: Ruth Curry, Inc.

(Corporate Seal)




This Instrument was prepared by:

HECTOR J. GARCIA,
10300 Sunset Drive, Suite 330
Miami, Florida 33173

I Hereby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, RUTH CURRY, President of C & L Holding, Inc. to me well known to be the person described in an who executed the foregoing and she acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal at City of Miami, County of Dade and State of Florida, this 12th, day of January, 1987.


NOTARY PUBLIC, STATE OF FLORIDA at Large.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 2, 1988
BONDED THRU GENERAL TRS. UND.

**REAFFIRMATION OF
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

SEPTEMBER 15TH, 2004





CFN 2004R0824641
 DR Bk 22670 Pgs 2691 - 2761 (71pgs)
 RECORDED 09/21/2004 13:05:45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

**NOTICE TO PRESERVE AND REAFFIRM THE
 DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS OF
 CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS, that **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**, is a Florida not-for-profit corporation, whose post office address is c/o Courtesy Property Management, Inc., 13250 SW 135 Avenue, Miami, FL 33186 (hereinafter referred to as "Association").

WHEREAS, the Association is the entity responsible for the administration, maintenance, repair and replacement of the property within the Club La Costa community pursuant to the Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two filed in Official Records Book 8664, Page 350; Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes First Addition filed in Official Records Book 13258, Page 139; Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes filed in Official Records Book 3237, Page 3500; Fourth Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2192; Corrective Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2190; Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 12712, Page 3667; Second Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9307, Page 410; First Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9154, Page 378; Supplemental Declaration of Covenants and Restrictions for Club La Costa Homeowners Association, Inc., filed in Official Records Book 19292, Page 2900, all filed in the public records of Miami-Dade County, Florida and the Articles of Incorporation of Club La Costa Homeowners Association, Inc., which were filed with the Secretary of State of the State of Florida and the By-Laws of Club La Costa Homeowners Association, Inc. (hereinafter referred to as "the Covenants") and the amendments and supplements to the Covenants (all collectively referred to as the "Club La Costa Covenants") and attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 712.06, Florida Statutes, a notice of the special meeting of the Board of Directors ("Board") which was held on September 15, 2004, at 7:30 p.m. ("Meeting") was mailed to all members of the Association at least seven (7) days prior to the Meeting. A copy of the proof of notice affidavit which has been executed by the President of the Association is attached hereto as Exhibit "B"; and

WHEREAS, at the Meeting at least two-thirds of the members of the Board approved the preservation of the Club La Costa Covenants and the recordation of this Notice to Preserve and Reaffirm in the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Association desires to preserve and reaffirm the Club La Costa Covenants which affect the following real property:

Lots 6 - 15, Block 1, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
 Lots 1 - 5, Block 2, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;

Lots 1 - 20, Block 10, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 11, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 12, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 13, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;

Lots 1 - 5, Block 1, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 10, Block 2, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 12, Block 3, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 24, Block 4, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 25, Block 5, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 25, Block 6, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 20, Block 7, Saga Bay Townhomes, Plat Book 131, Page 9;

71

Lots 1 - 6, Block 8, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 17, Block 9, Saga Bay Townhomes, Plat Book 131, Page 9;

Lots 1 - 9, Block 1, Mariners Cove, Plat Book 154, Page 86;
Lots 1 - 9, Block 2, Mariners Cove, Plat Book 154, Page 86;

Tract A, Saga Bay Townhomes, Plat Book 131, Page 9;
Tract C, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract B, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract C, Saga Bay Townhomes First Addition, Plat Book 131, Page 16
Tract D, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tracts D and E, Saga Bay Townhomes First Addition, Plat Book 131, Page 16
Tract E, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract F, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract G, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tracts J and K, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract B, Saga Bay Townhomes, Plat Book 131, Page 9;

Tract A, Mariners Cove, Plat Book 154, Page 86;
Tract N, Saga Bay Section Six Part Four, Plat Book 103, Page 34;
Tract I, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;

Tract F, Saga Bay Townhomes First Addition, Plat Book 131, Page 16, a replat of portions of Tract F and Tract H, and Lots 1 - 5, Block 13, Lots 1-64, Block 14, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

all of the above being recorded in the Public Records of Miami-Dade County, Florida.

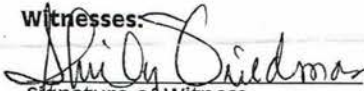
WHEREAS, the said Club La Costa Covenants were recorded for the mutual protection and benefit of all purported members of the Association and any successors or assigns who may from time to time acquire title in and to any of the aforementioned real property within Saga Bay Section Six Part Two, Saga Bay Townhomes, Saga Bay Townhomes First Addition, and Mariner's Cove, and any persons, corporations, or institutions who may from time to time hold mortgages encumbering and describing any of the aforementioned real property within Saga Bay Section Six Part Two, Saga Bay Section Six, Part Four, Saga Bay Townhomes, Saga Bay Townhomes First Addition, and Mariner's Cove; and

WHEREAS, nothing contained herein shall be construed to annul, waive, change or modify any of the restrictive covenants, conditions, agreements and provisions in the Club La Costa Covenants in that this instrument shall only serve to preserve the Club La Costa Covenants;

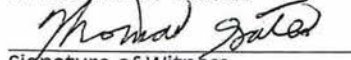
NOW THEREFORE, inconsideration of the foregoing, the Association files this Notice pursuant to Section 712.06, Florida Statutes, to preserve, reaffirm and protect the Club La Costa Covenants from extinguishment by virtue of the Marketable Record Titles to Real Property Act and to extend same for an additional period of 30 years from the date of this instrument..

IN WITNESS WHEREOF, the Association has executed this Notice this 15 day of September, 2004.

Witnesses:


Signature of Witness

Shirley FRIEDMAN
Print Name of Witness


Signature of Witness

Thomas Gates
Print Name of Witness

**CLUB LA COSTA HOMEOWNERS ASSOCIATION,
A Florida not-for-profit corporation**

By: 
Brad Edwards, President

By: 
Charli A. Fieselma, Secretary

(Corporate Seal)

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 15 day of September, 2004, by **Brad Edwards and Charli A. Fieselman, President and Secretary, respectively, of CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or produced a Florida Driver's License as identification.



NOTARY PUBLIC AT LARGE

Print of Type Notary Name

My Commission Expires:

This instrument was prepared by:
Maria Victoria Arias, Esq.
Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A.
201 Alhambra Circle, suite 1102
Coral Gables, Florida 33134
Telephone: 305-442-3334
Facsimile: 305-443-3292
H:\LIBRARY\CASES\3473\1980462\N39672.WPD



Julissa C. Gonzalez
Commission #DD270976
Expires: Jan 10, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

**NOTICE TO PRESERVE AND
PROTECT COVENANTS AND
RESTRICTIONS FROM
EXTINGUISHMENT UNDER THE
MARKETABLE RECORD TITLE ACT**

APRIL 19TH, 2021



**NOTICE OF CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. UNDER
SECTION 720.3032, FLORIDA STATUTES**

**NOTICE TO PRESERVE AND PROTECT COVENANTS AND RESTRICTIONS FROM
EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT**

CHAPTER 712, FLORIDA STATUTES

Instructions to recorder: Please index both the legal name of the association and the names shown in item 3.

1. Legal name of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**

2. Mailing and physical addresses of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. c/o Innovative Property Management, 27501 S. Dixie Highway, Suite 208, Naranja, FL 33032.**

3. Names of the subdivision plats, or, if none, common name of community:

Saga Bay Section Six, Part Two, Plat Book 99, Page 18; Saga Bay Section Six Part Four, Plat Book 103, Page 34; Saga Bay Townhomes, Plat Book 131, Page 9; Saga Bay Townhomes First Addition, Plat Book 131, Page 16; Mariners Cove, Plat Book 154, Page 86, all of the public records of Miami-Dade County, Florida.

4. Name, address, and telephone number for management company, if any: **Innovative Property Management, 27501 S. Dixie Highway, Suite 208, Naranja, FL 33032, phone number (305) 242-7176.**

5. This notice **DOES** constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The following covenants or restrictions affecting the community which the association desires to be preserved from extinguishment:

- A. **The Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two filed in Official Records Book 8664, Page 350.**
- B. **First Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9154, Page 378.**
- C. **Second Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9307, Page 410.**
- D. **Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 12712, Page 3667.**
- E. **Corrective Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2190.**
- F. **Fourth Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2192.**
- G. **Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes filed in Official Records Book 13237, Page 3500.**
- H. **Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes First Addition filed in Official Records Book 13258, Page 139.**
- I. **Supplemental Declaration of Covenants and Restrictions for Club La Costa Homeowners Association, Inc., filed in Official Records Book 19292, Page 2900.**
- J. **Notice to Preserve and Reaffirm the Declaration of Restrictions and Protective Covenants of Club La Costa Homeowners Association, Inc., filed in Official Records Book 22670 Page 2691.**

7. The legal descriptions of the community affected by the listed covenants or restrictions are:

Lots 1 - 20, Block 10, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 11, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 12, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 13, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;

Lots 1 - 5, Block 1, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 10, Block 2, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 12, Block 3, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 24, Block 4, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 25, Block 5, Saga Bay Townhomes; Plat Book 131, Page 9;
 Lots 1 - 25, Block 6, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 20, Block 7, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 6, Block 8, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 17, Block 9, Saga Bay Townhomes, Plat Book 131, Page 9;

Lots 1 - 9, Block 1, Mariners Cove, Plat Book 154, Page 86;
Lots 1 - 9, Block 2, Mariners Cove, Plat Book 154, Page 86;

Lots 6 - 15, Block 1, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Lots 1 - 5, Block 2, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;

Tract B, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract C, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract D, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract E, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract F, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract G, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract I, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Tracts J and K, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract A, Saga Bay Townhomes, Plat Book 131, Page 9;
Tract B, Saga Bay Townhomes, Plat Book 131, Page 9;

Tract N, Saga Bay Section Six Part Four, Plat Book 103, Page 34;

Tract C, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
Tracts D and E, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
Tract F, Saga Bay Townhomes First Addition, Plat Book 131, Page 16, a replat of portions of Tract F and Tract H, and Lots 1 - 5, Block 13, Lots 1-64, Block 14, Saga Bay Section Six Part Two, Plat Book 99, Page 18;


Tract A, Mariners Cove, Plat Book 154, Page 86;

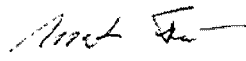
all of the above being recorded in the Public Records of Miami-Dade County, Florida.


This notice was adopted by the Board of Directors and is filed on behalf of **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**, as of April 19TH, 2021.



WITNESSES:


CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.


Print Name: ERIKA BRICENO

By: 
MARTIN FECTAN, President

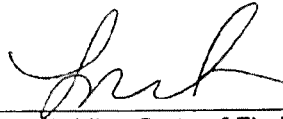

Print Name: DEBORAH AYLES


Print Name: GILITZA REYES

Print Name: William Martin

By: 
SHIRLEY FRIEDMAN Secretary

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19 day of April, 2021 by Martin Foltan, as President and Shirley Friedman, as Secretary of Club La Costa Homeowner Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who physically appeared or via online notarization, are personally known to me or have produced identification: _____.



Notary Public - State of Florida

Print Name: William Martin

My Commission Expires: 05/01/2024

This instrument prepared by:
Maryvel De Castro Valdes, Esquire
SIEGFRIED RIVERA
201 Alhambra Circle, 11TH Floor
Coral Gables, FL 33134



H:\LIBRARY\CASES\13473\1980462\3UU7628.DOC

**NOTICE TO PRESERVE AND
PROTECT COVENANTS AND
RESTRICTIONS FROM
EXTINGUISHMENT UNDER THE
MARKETABLE RECORD TITLE ACT**

MARCH 21TH, 2022





CFN 2022R0413976
OR BK 33199 Pgs 4448-4451 (4Pgs)
RECORDED 05/20/2022 13:46:56
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**NOTICE OF CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. UNDER SECTION
720.3032, FLORIDA STATUTES**

**NOTICE TO PRESERVE AND PROTECT COVENANTS AND RESTRICTIONS FROM
EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT**

CHAPTER 712, FLORIDA STATUTES

Instructions to recorder: Please index both the legal name of the association and the names shown in item 3.

1. Legal name of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**

2. Mailing and physical addresses of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. c/o Innovative Property Management, 18901 SW 106th Avenue, Suite 210, Miami, Florida 33157**

3. Names of the subdivision plats, or, if none, common name of community: **Saga Bay Section Six, Part Two, Plat Book 99, Page 18; Saga Bay Section Six Part Four, Plat Book 103, Page 34; Saga Bay Townhomes, Plat Book 131, Page 9; Saga Bay Townhomes First Addition, Plat Book 131, Page 16; Mariners Cove, Plat Book 154, Page 86, all of the public records of Miami-Dade County, Florida.**

4. Name, address, and telephone number for management company, if any: **Innovative Property Management, 18901 SW 106th Avenue, Suite 210, Miami, Florida 33157, phone number (305) 242-7174.**

5. This notice **DOES** constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The following covenants or restrictions affecting the community which the association desires to be preserved from extinguishment:

A. The Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two filed in Official Records Book 8664, Page 350.

- B. **First Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9154, Page 378.**
- C. **Second Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9307, Page 410.**
- D. **Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 12712, Page 3667.**
- E. **Corrective Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2190.**
- F. **Fourth Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2192.**
- G. **Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes filed in Official Records Book 13237, Page 3500.**
- H. **Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes First Addition filed in Official Records Book 13258, Page 139.**
- I. **Supplemental Declaration of Covenants and Restrictions for Club La Costa Homeowners Association, Inc., filed in Official Records Book 19292, Page 2900.**
- J. **Notice to Preserve and Reaffirm the Declaration of Restrictions and Protective Covenants of Club La Costa Homeowners Association, Inc., filed in Official Records Book 22670 Page 2691.**
- K. **Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, filed in Official Records Book 32653 Page 3091.**

7. The legal descriptions of the community affected by the listed covenants or restrictions are:

Lots 1 - 20, Block 10, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 11, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 12, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 13, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;

Lots 1 - 5, Block 1, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 10, Block 2, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 12, Block 3, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 24, Block 4, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 25, Block 5, Saga Bay Townhomes; Plat Book 131, Page 9;
 Lots 1 - 25, Block 6, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 20, Block 7, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 6, Block 8, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 17, Block 9, Saga Bay Townhomes, Plat Book 131, Page 9;

Lots 1 - 9, Block 1, Mariners Cove, Plat Book 154, Page 86;
Lots 1 - 9, Block 2, Mariners Cove, Plat Book 154, Page 86;

Lots 6 - 15, Block 1, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Lots 1 - 5, Block 2, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;

Tract B, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract C, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract D, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract E, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract F, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract G, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract I, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Tracts J and K, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract A, Saga Bay Townhomes, Plat Book 131, Page 9;
Tract B, Saga Bay Townhomes, Plat Book 131, Page 9;

Tract N, Saga Bay Section Six Part Four, Plat Book 103, Page 34;

Tract C, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
Tracts D and E, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
Tract F, Saga Bay Townhomes First Addition, Plat Book 131, Page 16, a replat of portions of Tract F and Tract H, and Lots 1 - 5, Block 13, Lots 1-64, Block 14, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract A, Mariners Cove, Plat Book 154, Page 86;


all of the above being recorded in the Public Records of Miami-Dade County, Florida.

This notice was adopted by the Board of Directors and is filed on behalf of **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**, as of **March 21, 2022**.


WITNESSES:

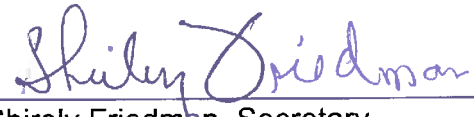
CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.


Print Name: Evelyn Macias

By: 
Martin Foltan, President


Print Name: Erika Beileno


Print Name: Evelyn Macias

By: 
Shirely Friedman, Secretary


Print Name: Erika Beileno

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21st day of May 2022, by Martin Foltan and Shirley Friedman, President and Secretary respectively, of Club La Costa Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

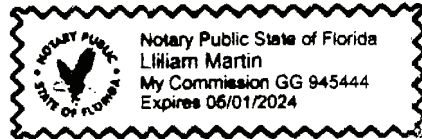


NOTARY PUBLIC, STATE OF FLORIDA

Liliam Martin

(Print, Type or Stamp Commissioned Name of Notary Public)

This instrument prepared by:
Christyne D. Santisteban, Esquire
SIEGFRIED RIVERA
201 Alhambra Circle, 11TH Floor
Coral Gables, FL 33134



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**NOTICE TO PRESERVE AND
PROTECT COVENANTS AND
RESTRICTIONS FROM
EXTINGUISHMENT UNDER THE
MARKETABLE RECORD TITLE ACT**

MARCH 20TH, 2023





CFN 2023R0223593
 DR BK 33650 Pgs 334-337 (4Pgs)
 RECORDED 04/04/2023 11:02:40
 LUIS G. MONTALDO, CLERK AD INTERIM
 MIAMI-DADE COUNTY, FL

NOTICE OF CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. UNDER SECTION 720.3032, FLORIDA STATUTES

NOTICE TO PRESERVE AND PROTECT COVENANTS AND RESTRICTIONS FROM EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT

CHAPTER 712, FLORIDA STATUTES

Instructions to recorder: Please index both the legal name of the association and the names shown in item 3.

1. Legal name of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**

2. Mailing and physical addresses of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. c/o Innovative Property Management, 18901 SW 106th Avenue, Suite 210, Miami, Florida 33157**

3. Names of the subdivision plats, or, if none, common name of community: **Saga Bay Section Six, Part Two, Plat Book 99, Page 18; Saga Bay Section Six Part Four, Plat Book 103, Page 34; Saga Bay Townhomes, Plat Book 131, Page 9; Saga Bay Townhomes First Addition, Plat Book 131, Page 16; Mariners Cove, Plat Book 154, Page 86, all of the public records of Miami-Dade County, Florida.**

4. Name, address, and telephone number for management company, if any: **Innovative Property Management, 18901 SW 106th Avenue, Suite 210, Miami, Florida 33157, phone number (305) 242-7174.**

5. This notice **DOES** constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The following covenants or restrictions affecting the community which the association desires to be preserved from extinguishment:

A. The Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two filed in Official Records Book 8664, Page 40.



- B. First Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9154, Page 378.
- C. Second Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9307, Page 410.
- D. Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 12712, Page 3667.
- E. Corrective Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2190.
- F. Fourth Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2192.
- G. Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes filed in Official Records Book 13237, Page 3500.
- H. Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes First Addition filed in Official Records Book 13258, Page 139.
- I. Supplemental Declaration of Covenants and Restrictions for Club La Costa Homeowners Association, Inc., filed in Official Records Book 19292, Page 2900.
- J. Notice to Preserve and Reaffirm the Declaration of Restrictions and Protective Covenants of Club La Costa Homeowners Association, Inc., filed in Official Records Book 22670 Page 2691.
- K. Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, filed in Official Records Book 32653 Page 3091.
- L. Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, filed in Official Records Book 33199 Page 4448, all of the public records of Miami-Dade County, Florida.

7. The legal descriptions of the community affected by the listed covenants or restrictions are:

Lots 1 - 20, Block 10, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 11, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 12, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 13, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;

Lots 1 - 5, Block 1, Saga Bay Townhomes, Plat Book 131, Page 9;
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 Lots 1 - 24, Block 4, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 25, Block 5, Saga Bay Townhomes; Plat Book 131, Page 9;
 Lots 1 - 25, Block 6, Saga Bay Townhomes, Plat Book 131, Page 9;



Lots 1 - 20, Block 7, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 6, Block 8, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 17, Block 9, Saga Bay Townhomes, Plat Book 131, Page 9;

Lots 1 - 9, Block 1, Mariners Cove, Plat Book 154, Page 86;
Lots 1 - 9, Block 2, Mariners Cove, Plat Book 154, Page 86;

Lots 6 - 15, Block 1, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Lots 1 - 5, Block 2, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;

Tract B, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract C, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract D, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract E, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract F, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract G, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract I, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Tracts J and K, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract A, Saga Bay Townhomes, Plat Book 131, Page 9;
Tract B, Saga Bay Townhomes, Plat Book 131, Page 9;

Tract N, Saga Bay Section Six Part Four, Plat Book 103, Page 34;

Tract C, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
Tracts D and E, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;

Tract F, Saga Bay Townhomes First Addition, Plat Book 131, Page 16, a replat of portions of Tract F and Tract H, and Lots 1 - 5, Block 13, Lots 1-64, Block 14, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract A, Mariners Cove, Plat Book 154, Page 86;

all of the above being recorded in the Public Records of Miami-Dade County, Florida.

This notice was adopted by the Board of Directors and is filed on behalf of **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**, as of **March 20, 2023**.

WITNESSES:

CLUB LA COSTA HOMEOWNERS
ASSOCIATION, INC.

[Signature]
Print Name: Daniel Canas

[Signature]
Print Name: EMMA BIANCHI

[Signature]
Print Name: Daniel Canas

[Signature]
Print Name: EMMA BIANCHI

By: [Signature]
Printed Name: MARTIN FULTAN
Title: President

By: [Signature]
Printed Name: ANN MARIE
Title: Secretary



STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21st day of March 2023, by Martin Foltan, President and Ann-marie Rodney, Secretary respectively, of Club La Costa Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced _____ (type of identification) as identification.

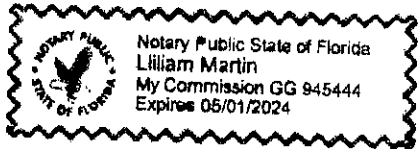


NOTARY PUBLIC, STATE OF FLORIDA

Lillian Martin

(Print, Type or Stamp Commissioned Name of Notary Public)

This instrument prepared by:
Maryvel De Castro Valdes, Esquire
SIEGFRIED RIVERA
201 Alhambra Circle, 11TH Floor
Coral Gables, FL 33134



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STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on APR 04 2023 day of AD 20
WITNESS my hand and Official Seal.

Clerk of Circuit and County Courts D.C.





Jessie Merritt #310229

**NOTICE TO PRESERVE AND
PROTECT COVENANTS AND
RESTRICTIONS FROM
EXTINGUISHMENT UNDER THE
MARKETABLE RECORD TITLE ACT**

MARCH 18TH, 2024



**NOTICE OF CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. UNDER SECTION
720.3032, FLORIDA STATUTES**

**NOTICE TO PRESERVE AND PROTECT COVENANTS AND RESTRICTIONS FROM
EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT**

CHAPTER 712, FLORIDA STATUTES

Instructions to recorder: Please index both the legal name of the association and the names shown in item 3.

1. Legal name of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**

2. Mailing and physical addresses of association: **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. c/o Innovative Property Management, 18901 SW 106th Avenue, Suite 210, Miami, Florida 33157**

3. Names of the subdivision plats, or, if none, common name of community: **Saga Bay Section Six, Part Two, Plat Book 99, Page 18; Saga Bay Section Six Part Four, Plat Book 103, Page 34; Saga Bay Townhomes, Plat Book 131, Page 9; Saga Bay Townhomes First Addition, Plat Book 131, Page 16; Mariners Cove, Plat Book 154, Page 86, all of the public records of Miami-Dade County, Florida.**

4. Name, address, and telephone number for management company, if any: **Innovative Property Management, 18901 SW 106th Avenue, Suite 210, Miami, Florida 33157, phone number (305) 242-7174.**

5. This notice **DOES** constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The following covenants or restrictions affecting the community which the association desires to be preserved from extinguishment:

A. The Declaration of Restrictions and Protective Covenants for Saga Bay Section Six, Part Two filed in Official Records Book 8664, Page 350.

- B. First Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9154, Page 378.**
- C. Second Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 9307, Page 410.**
- D. Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 12712, Page 3667.**
- E. Corrective Third Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2190.**
- F. Fourth Amendment to Declaration of Protective Covenants and Restrictions for Saga Bay Section Six, Part Two Plat Book 99, Page 18 filed in Official Records Book 13149, Page 2192.**
- G. Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes filed in Official Records Book 13237, Page 3500.**
- H. Reaffirmation of Declaration of Restrictions and Protective Covenants for Saga Bay Townhomes First Addition filed in Official Records Book 13258, Page 139.**
- I. Supplemental Declaration of Covenants and Restrictions for Club La Costa Homeowners Association, Inc., filed in Official Records Book 19292, Page 2900.**
- J. Notice to Preserve and Reaffirm the Declaration of Restrictions and Protective Covenants of Club La Costa Homeowners Association, Inc., filed in Official Records Book 22670 Page 2691.**
- K. Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, filed in Official Records Book 32653 Page 3091.**
- L. Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, filed in Official Records Book 33199 Page 4448.**
- M. Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, filed in Official Records Book 33650 Page 334, all of the public records of Miami-Dade County, Florida.**

7. The legal descriptions of the community affected by the listed covenants or restrictions are:

Lots 1 - 20, Block 10, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 11, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 12, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
 Lots 1 - 20, Block 13, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;

Lots 1 - 5, Block 1, Saga Bay Townhomes, Plat Book 131, Page 9;
 Lots 1 - 10, Block 2, Saga Bay Townhomes, Plat Book 131, Page 9;

Lots 1 - 12, Block 3, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 24, Block 4, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 25, Block 5, Saga Bay Townhomes; Plat Book 131, Page 9;
Lots 1 - 25, Block 6, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 20, Block 7, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 6, Block 8, Saga Bay Townhomes, Plat Book 131, Page 9;
Lots 1 - 17, Block 9, Saga Bay Townhomes, Plat Book 131, Page 9;

Lots 1 - 9, Block 1, Mariners Cove, Plat Book 154, Page 86;
Lots 1 - 9, Block 2, Mariners Cove, Plat Book 154, Page 86;

Lots 6 - 15, Block 1, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Lots 1 - 5, Block 2, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;

Tract B, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract C, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract D, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract E, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract F, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract G, Saga Bay Section Six Part Two, Plat Book 99, Page 18;
Tract I, Saga Bay Section Six, Part Two, Plat Book 99, Page 18;
Tracts J and K, Saga Bay Section Six Part Two, Plat Book 99, Page 18;

Tract A, Saga Bay Townhomes, Plat Book 131, Page 9;
Tract B, Saga Bay Townhomes, Plat Book 131, Page 9;

Tract N, Saga Bay Section Six Part Four, Plat Book 103, Page 34;

Tract C, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;
Tracts D and E, Saga Bay Townhomes First Addition, Plat Book 131, Page 16;

Tract F, Saga Bay Townhomes First Addition, Plat Book 131, Page 16, a replat of portions of Tract F and Tract H, and Lots 1 - 5, Block 13, Lots 1-64, Block 14, Saga Bay Section Six Part Two, Plat Book 99, Page 18;


Tract A, Mariners Cove, Plat Book 154, Page 86;


all of the above being recorded in the Public Records of Miami-Dade County, Florida.

This notice was adopted by the Board of Directors and is filed on behalf of **CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.**, as of **March 18, 2024**.

WITNESSES:

CLUB LA COSTA HOMEOWNERS
ASSOCIATION, INC.


Print Name: Leonardo Betancourt
Address: 18901 SW 106 AVE Ste 210
CUHEVBOU

By: 
Printed Name: MARTIN FOLTAN
Title: President

Print Name: Orlando Cruz
Address: _____

[Signature]
Print Name: Leonardo Betancourt
Address: [Signature]
Print Name: Mandolene
Address: _____

By: [Signature]
Printed Name: Charlotte P. Fieselma
Title: President Vice President

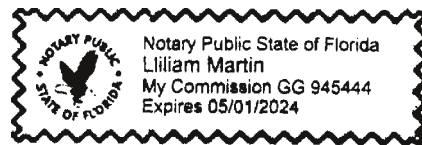
STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 18th day of March 2024, by MARTIN Foltan, President and Charlie Fieselman, Secretary respectively, of Club La Costa Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced _____ (type of identification) as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Liliam Martin
(Print, Type or Stamp Commissioned Name of Notary Public)

This instrument prepared by:
Maryvel De Castro Valdes, Esquire
SIEGFRIED RIVERA
201 Alhambra Circle, 11TH Floor
Coral Gables, FL 33134



ARTICLES OF INCORPORATION

JANUARY 9TH, 1987



FILED
1987 JAN 12 PM 3:42
SECRETARY OF STATE
MIAMI, FLORIDA

ARTICLES OF INCORPORATION

OF

CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617.13 Florida Statutes, the undersigned, all whom are residents of Dade County, Florida and all of whom are of full age, have this day voluntarily associates themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is:

CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.

hereafter called the "ASSOCIATION".

ARTICLE II

The principal office of the Association is located at:

10300 Sunset Drive, Building 3, Suite 330, Miami, FL 33173.

ARTICLE III

PURPOSE AND THE POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residence Lots and the Common Area within that certain tract of property described as:

All of the lots and tracts of SAGA BAY SECTION SIX, PART TWO, according to the Plat thereof, recorded in Plat Book 99, Page 18, of the Public Records of Dade Dade County, Florida, excepting and excluding Tracts I, J and K thereof;

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions hereinafter called the

"Declaration", applicable to the property and recorded May 1, 1974 under Clerks File No. 74R-98591, in O.R. Book 8664, Page 350 in the Office of the Clerk of the Circuit Court, Dade County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the consent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the consent of two-thirds (2/3) of each class of members,

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the last Lot within The Properties has been sold and conveyed by Developer.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) directors, (initially will have three) who need not be members of the Association. The number of directors may be changed by amendment of the

By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
HECTOR J. GARCIA Registered Agent	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173
HECTOR GARCIA, JR.	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173
CANDIDA GARCIA	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173

At first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to Court approval on dissolution pursuant to F.S. 617.05.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

Amendments to these Articles shall require the consent of two-thirds (2/3) of the entire membership. Amendments to the Articles of Incorporation may be proposed by the Board of Directors of the corporation or by petition of the membership, including any class of members consisting of a group of not less than ten members all of whom must sign the petition calling for the amendment. Amendments proposed by the Board of Directors or by petition by the membership shall be presented to the membership at a regular or special meeting held in conformity with the notice requirements contained herein and shall be adopted if the consent of two-thirds percent of the entire membership is in agreement therewith as indicated by the voting at the meeting called for the purpose of considering the proposed amendments.

ARTICLE XI

AMENDMENTS TO BY-LAWS

Amendments to the By-Laws of this corporation shall require the consent of a majority of the entire membership. Amendments to the By-Laws may be proposed by the Board of Directors of the corporation or by petition of the membership, including any class of members consisting of a group of not less than ten members all of whom must sign the petition calling for the amendment. Amendments proposed by the Board of Directors or by petition by the membership shall be presented to the membership at a regular or special meeting held in conformity with the notice requirements contained herein and shall be adopted if the consent of a majority of the entire membership is in agreement therewith as indicated by the voting at the meeting called for the purpose of considering the proposed amendments, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership outstanding.

ARTICLE XII

MEETINGS

1. **Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. **Special Meeting.** Special Meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such meeting to each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

ARTICLE XIII

OFFICERS

The officers of the corporation shall consist of President, Vice-President, Secretary and Treasurer and any assistant positions appointed by the Board of Directors or the officers in their discretion. All officers of the corporation shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of members and said officers shall hold office for a term of one (1) year or until their

successors are duly elected. The officers need not be members of the Board of Directors. The duties and powers of the officers of this corporation shall be as follows:

(1) President: The president shall be the chief operating officer of the Association and shall have general and active management of the Association and its affairs subject to the direction of the Board of Directors and shall preside at all meetings of the members of the Association and the Board of Directors.

(2) Vice-President: The vice-president shall assist the President in all ways possible in the active management of the Association and shall serve as president in the absence of the president.

(3) Secretary: The secretary shall have custody of and maintain all the Association records except the financial records; the secretary shall record the minutes of all meetings of the members of the Association and the Board of Directors, and shall send out all notices of meetings thereof. The secretary shall also perform such other duties as may be directed by the Board of Directors or the President.

(4) Treasurer: The treasurer shall have custody of all of the Association funds and financial records, and shall keep full and accurate accounts of receipts and disbursements and render an account thereof at the annual meetings of the Association and whenever else required by the Board of Directors or President. The treasurer shall also perform any such other duties as may be directed by the Board of Directors or President. The treasurer shall, if required by the Board of Directors, give to the Association such security or bond for the faithful discharge of his duties as the Board may direct.

ARTICLE XIV

INITIAL OFFICERS

The first officers of the Association herein are named hereunder and

shall serve as such officers for a period of one (1) year or until their successors are elected at a regular Board of Directors meeting:

HECTOR J. GARCIA <i>PRESIDENT</i>	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173
HECTOR GARCIA, JR. <i>SECRETARY</i>	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173
CANDIDA GARCIA <i>TREASURER</i>	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173

ARTICLE XV

SUBSCRIBERS

The names and addresses of the subscribers are:

HECTOR J. GARCIA	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173
HECTOR GARCIA, JR.	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173
CANDIDA GARCIA	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33173

ARTICLE XVI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions taken by the Board of Directors and/or the Members including, but not limited to: the annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles; will require the prior written approval of the Federal Housing Administration or the Veterans Administration:

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of

Incorporation this 9th day of January, 1987.

WITNESSES:

[Signature]
[Signature]

[Signature] (Seal)
HECTOR J. GARCIA
[Signature] (Seal)
HECTOR GARCIA, JR.
[Signature] (Seal)
CANDIDA GARCIA

STATE OF FLORIDA
COUNTY OF DADE

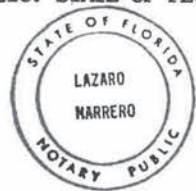
I HEREBY CERTIFY, that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared: HECTOR J. GARCIA, HECTOR GARCIA, JR. and CANDIDA GARCIA, to me known to the persons described in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of January, 1987.

MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC. STATE OF FLORIDA AT
LARGE.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 29 1987
BONDED THRU GENERAL INSURANCE UND



BY LAWS

MARCH 17TH, 1987



BY-LAWS OF CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

ARTICLE I

NAME AND LOCATION

The name of the corporation is CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 10300 Sunset Drive, Building 3, Ste 330, Miami, FL 33173 but meetings of members and directors may be held at such places within the State of Florida, County of Dade, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association shall mean and refer to CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any numbered Lot lying within any numbered Block as designated on the recorded Plats of the property referred to in the Declaration of Covenants, Conditions and Restrictions, recorded in the Public Records of Dade County, Florida, with the exception of the common areas.

Section 5. "Declarant" shall mean and refer to H.G. LAND DEVELOPMENT CO., INC. its successors and assigns if such successor or assign

should acquire more than one (1) undeveloped Lot from the Developer for the purpose of development. The term development as used in this definition shall mean to build a residential dwelling for the purpose of immediate sale to a member of the general public and not to be occupied by the Declarant, its officers, natural relatives of its officers or their assigns. Declarant shall at all times, have the right to assign its interest herein to any successor or nominee.

Section 6. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any amendments thereto applicable to the Properties recorded or to be recorded in the office of the Clerk of the Circuit Court of Dade County, Florida, restricting certain lands more fully described therein, and such additional contiguous lands as may hereafter be brought within the boundary of the properties owned by the Declarants, its successors and assigns.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "House" or "Home" shall mean and refer to the residential dwelling constructed on any Lot.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual

meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's last address appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting, from time to time, without notice other than announcement of the scheduling of any resumed meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Residential Parcel.

Section 6. Order of Business. The order of business at members meetings shall be:

1. Determination by Chairman of the meeting of a quorum.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Report of officers.
6. Report of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, (initially will have three) who need not be Members of the Association, except that until Class B membership has ceased and been converted to Class A membership the members of the Board of Directors need not be Members of the Association, and the initial Board of Directors and succeeding Boards until such time as Class B membership has ceased and been converted to Class A membership shall be comprised of three (3) members. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
HECTOR J. GARCIA	10300 Sunset Drive Building 3, Ste 330 Miami, FL 33176

HECTOR GARCIA

10300 Sunset Drive
Building 3, Ste 330
Miami, FL 33176

CANDIDA GARCIA

10300 Sunset Drive
Building 3, Ste 330
Miami, FL 33176

Section 2. Term The initial Board of Directors herein designated and their successors shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect directors to fill all vacated offices for a term of three (3) years. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining directors.

Section 3. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by first notifying all directors of such intended action and recording in writing their verbal vote. Any action so approved shall have the same effect as though taken at a meeting of the directors.

At the next regular or special meeting of the directors, all actions taken shall be noted in the minute book and ratified by vote of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors no less than ninety (90) days prior to each annual meeting of the Members, to serve until the close of the annual meeting for which they were appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. **Election.** Election to the Board of Directors shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be one casting of ballots. The persons receiving the largest number of votes in descending order, starting with person getting the highest number of votes shall be elected to fill the vacancies on the Board of Directors. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors after not less than three (3) days notice to each director.

Section 3. Quorum. A simple majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and rights to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3)

consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration; to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) To file or cause to be filed a lien against any property for which assessments are not paid within thirty(30) days after due date.

(4) Foreclose the lien against any property for which assessments are not paid within ninety (90) days after a lien has been filed and/or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of

such payment;

(e) Procure and maintain adequate liability and hazard insurance on Property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage;

(f) Procure and maintain adequate Directors and Officers indemnification insurance.

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(h) Cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officer of this Association shall be a president and vice-president, who shall, at all times, be members of the Board of Directors, a secretary and a treasurer and such other officers who need not be members of the Board of Directors, as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be

removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer or vice president and secretary may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President** -The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) **Vice President** - The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary** - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Treasurer** - The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all check and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, which copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, quarterly or monthly assessments and special assessments which are secured by a continuing lien

upon the property against which the assessment is made. The delinquent assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum. A late fee in the amount of Twenty (\$20.00) Dollars shall be due and payable, on any assessment that is not paid within fifteen (15) days after the due date. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property; and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Residential Parcel.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of not less than seventy-five (75%) percent of each class of Members in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit, have hereunto set our hands and seals this 17 day of MARCH, 1987

Signed in the presence of:

Luzma Manera
[Signature]
[Signature]
[Signature]
[Signature]
STATE OF FLORIDA
COUNTY OF DADE

[Signature] (Seal)
HECTOR J. GARCIA
[Signature] (Seal)
HECTOR GARCIA
[Signature] (Seal)
CANDIDA GARCIA

BEFORE ME personally appeared, HECTOR J. GARCIA, HECTOR GARCIA and CANDIDA GARCIA, as Directors of CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, who acknowledged before me that they executed the foregoing, this 17 day of MARCH, 1987.

My commission Expires



Luzma Manera
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 29, 1991
BONDED THRU GENERAL INS. UND.

RULES AND REGULATIONS

MARCH 18TH, 2024



CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
Revised March 18th, 2024

SECTION I
RULES AND REGULATIONS

According to the Association's By-Laws, Article VII, Section 1. (a) The Board may adopt and publish Rules and Regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guest thereon, and establish penalties for their infraction. These rules were passed to ensure the peace, security and safety of the homeowners. These rules are in addition to Declaration of Restrictions, By-Laws and Architectural Committee guidelines. The Rules and Regulations were created to uphold a pleasant appearance of the development, to provide safe and harmonious living environment and to foster a community of interest. The following are the Rules and Regulations of the Association.

A. USE OF UNITS AND COMMON ELEMENTS

1. The Common Elements shall not be obstructed or used for any purpose other than ingress to and egress from the Units. This includes the front of any unit and the Association's streets.
2. No vehicles, furniture, equipment, toys, games or other personal articles shall be placed or stored in the Common Elements (this includes the front of any unit and/or the street).
3. No resident, family or invitee shall make or permit any noise including continuously barking dogs or objectionable odor (specifically pet feces) that will disturb or annoy the owners of any other Unit or do or permit anything to be done therein which will interfere with the rights, comfort, convenience, safety or security of other residents or guests.
4. No person shall use the common areas or common parking spaces in any manner contrary to or not in accordance with such Rules and Regulations as are from time to time adopted by the Association.
5. Animals of any kind shall not be raised or kept outside of any unit. Pets must be kept indoors and must not be left unattended outside of the unit. Dogs must be properly leashed and not run loose on common areas. All dog feces must be picked up and properly disposed of in residents' waste containers. Care should be taken to keep dogs off lawns of unit owners. All residents are responsible for cleaning up after their pets. Each unit may have a maximum of two (2) dogs, and each dog can weigh up to 25 pounds when fully grown. Pitbulls or Pitbull mix are not allowed. Feeding of feral cats is discouraged; however, if cats are fed outside, it can only be done on homeowner's property and containers for the food must be picked up and removed immediately after feeding. Do not feed any other type of animals such as peacocks, ducks, etc.
6. Certain areas of the development are owned by the Club La Costa Homeowners Association, Inc. and are set aside for the use and enjoyment of all residents; they are: Common open spaces surrounding the buildings and common parking spaces. The common parking spaces are for the benefit of individual lot owners and their guests for nonexclusive vehicular parking. No one has any right to permanent use of these spaces. Roadways and parking spaces are to be used only for parking and vehicle traffic. No playing games and/or sports is allowed in or on Association streets. No sports equipment such as basketball hoops, soccer nets, etc. is allowed in front of any unit. Bicycle riding is allowed on the streets if traffic laws are observed, including lights on the bicycles after dark.
7. The mowing of grass and care of the landscaping in the common open spaces and the maintenance of the roads and common parking spaces will be done by the Association.
8. No structure of a temporary character, trailer, boats, tent, shack, garage, barn or other outbuilding shall be permitted on any lot or common area at any time as a residence either temporarily or permanently. Recreational activities are to be performed in the green areas only.

9. Temporary storage/moving containers are allowed for a maximum of 7 days, and only for the purposes of “move-in” or “move-out.” Containers are not allowed for storage purposes. The container must fit on the unit’s driveway and not extend onto the grass or street. An Architectural Request form must be submitted and HOA approval is needed prior to its delivery. The Owner of the property must sign stating that they will be responsible for all damages should any occur. Dumpsters and portable toilets are not allowed.
10. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not than five (5) square feet advertising the property for sale or for rent.
11. No resident shall be permitted to plant any shrubs, vegetation or the like in the Common Areas or in front of units without prior written consent of the Board. An ACC form must be completed prior to the work being performed.
12. Residents shall keep their units in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown there from, any dirt or other substance onto common areas or other homeowners' property or in front of units visible by other homeowners.
13. Every homeowner that decides to rent their unit must have the prospect tenant be screened and registered with the association before moving into the community. The Management Company must be contacted regarding the application process. Failure to do so represents violation of the Rules and Regulations, and the homeowner may incur legal fees for not complying.
14. Short-term rentals are not allowed. Owners may rent their properties for no less than 6-month periods and must provide the lease and other required information to the management company prior to tenant(s) moving in.

B. ACTIONS OF RESIDENTS

1. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants of other Units, nor shall any nuisance or immoral or illegal activity be permitted or permitted to occur in or about any Unit or upon any part of the Common Elements. The garage space **MUST NOT** be converted into a room.
2. No noxious or offensive activity shall be carried out in any Unit or in the Common Elements, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or occupants. No resident shall make or permit any disturbing noises in the Common Elements by himself, herself, their family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort, convenience, safety and security of other residents. No resident shall play upon, or allow to be played upon, any instruments or devices or operate or permit to be operated, television or radio or other audio-visual equipment on the premises at such high volume or in such other manner that it shall cause unreasonable disturbance to other residents.
3. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance for other units, or which will obstruct or interfere with the right of other unit owners or annoy them by unreasonable noise or otherwise.
4. No laundry is to be hung outside except in the rear of units. Laundry must be hung inside fences only, out of view of neighbors. No clothes or other items are to be hung on or across fences or walls. Laundry must be taken in when dry.
5. No owner shall cause improvements or changes to the exterior of their unit or lot, including color, without prior written consent of the Association.
6. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees or contractors of the Association, nor shall he/she attempt to send any such persons upon private business of the unit owner or resident; such persons are to be directed only by board members of the Association or Management.
7. The unit owner shall be held responsible for all actions of their guests, family, tenants and invitee, whether adults or minors and for any damage to any property, private or otherwise at the Common Property areas caused by themselves or their guests, family, tenants or invitee.

8. In order to preserve the residential character of the development, no business, trade or profession of any type whatsoever, nor anything which detracts from that residential character, shall be conducted at any unit.
9. No canvas, pipe, or other type of carport shall be placed on the property-
10. Trash and recycling bins are not to be put out before the evening of the day preceding the trash pickup. Trash and recycling bins are to be removed from the street by the end of the day of pickup and stored so they cannot be seen from the street. For trash, which will not be picked up by regular garbage collection, call Solid Waste Removal and notify the Management Company, providing a work order number to properly document the request. Homeowner must post the county confirmation number on the pile
11. Trash/landscaping debris disposed on common area will be back-charged to unit owner(s).
12. Holiday lights and decorations can be installed during the Thanksgiving week and must be removed by January 15th.
13. Homeowners having a Garage Sale must comply with existing laws and city ordinances.
14. Because of liability, bounce-houses and similar temporary structures are not allowed in common areas.

C. INSURANCE

1. The Association assumes no liability for nor shall it be liable for any loss or damage to articles left in any common or other storage area.

D. MOTOR VEHICLES

- 1) Compliance with Law:
All persons must comply with the laws of the State of Florida, Department of Motor Vehicle regulations and applicable local ordinances, on the roads, drives and Property premises.
- 2) Speed Limit:
The speed limit on all roads within the development shall be no more than 15 miles per hour. However, care shall be taken to slow down when approaching an intersection or turn.
- 3) Parking Rules:
 - a) Vehicles parked in the Club La Costa Community (“Community”) overnight must have either a valid Permanent Parking Decal or Guest Parking Permit issued by the management office. No vehicle without a Permanent Parking Decal or Guest Parking Permit shall park in Common Area parking lots between 12am to 7am.
 - b) Parking on the grass or in the streets anywhere in the Community is prohibited and violators may be subject to being towed without advanced warning.
 - c) Off-Road Vehicles: Four-Wheelers, Quads, Golf Cars, ATVs, UTVs Dirt Bikes, Jet Skis and Scooters are not allowed. They cannot be parked, stored, ridden or driven anywhere in the community, including Private Driveways.
 - d) Parking Lots:
 - i) Common Area Parking Lots:
Trucks (except small noncommercial pickup trucks), commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description cannot be parked or stored on the Common Area Parking Lot.
 - ii) Private and Assigned Parking Lots:
Trucks (except small noncommercial pickup trucks), commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description cannot be parked or stored on any Lot located within the Community, except only during periods of approved construction on the Lot, except if stored or parked within garages or behind patio walls if not visible from the Access Areas, road, Common Areas, and other Lots. This prohibition of parking shall not

apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services provided during the day.

- e) No vehicle can exceed the size of a parking space and must fit properly in the driveway or parking spaces being utilized (including any hitch attached thereto). It is prohibited for a vehicle to extend onto the street. Vehicles exceeding the size of a parking space will be subject to tow or may be turned over to the Association Attorney.
- f) Vehicles must be appropriately parked between the painted lines and within the parking space or driveway. Vehicles may not be parked to take up more than one space.
- g) In order to allow sufficient parking spaces for all residents, no unit shall be allowed to have more than one (1) personal vehicle parked in the Common Area parking lots. Residents are encouraged to park their vehicles in their own garage and/or driveway(s). Any vehicle parked in Common Area lots must be moved every seventy-two (72) hours. A failure to comply may result in the towing of the vehicle. No vehicle may be stored or left in the Common Area parking lots.
- h) Abandoned and derelict vehicles and vehicles improperly or continually parked in the Common Area parking lots will receive a violation sticker and then be towed away at owners' expense. This includes vehicles with flat or no tires, expired or no license tags and otherwise in similar condition. Vehicles with no decals, tags, flat tires, and/or apparently derelict which are parked in the Community are considered a nuisance and are not permitted.
- i) No wrecked or nonoperational vehicle may be parked in a Common Area parking lot or anywhere in the Community. Vehicles that are wrecked, damaged or are not operational cannot be parked anywhere in the Community. Vehicles with extensive body damage must be removed from the Community until they are repaired.
- j) It is not permitted to drain oil from vehicles over or into storm drains or to pour any pollutant into the storm drains or otherwise pollute the water supply. Also, vehicles that show evidence of fluid leak must be repaired or removed. Performing any mechanical work on vehicles is not permitted anywhere in the Community, except that emergency repairs may be made to personal vehicles on a temporary basis.

4) Towing:

Vehicles in violation of the above outlined Parking Rules will receive a violation warning sticker. If the vehicle is still in violation of Parking Rules after twenty-four (24) hours, a second violation warning sticker will be issued. If the vehicle is still in violation of Parking Rules after forty-eight (48) hours, the vehicle will be towed. Vehicles parked on the street or on Common Area grass may be subject to immediate towing without warning.

5) Permanent Parking Decals:

Permanent Parking Decals are issued to residents of the Association subject to the following: (a) the vehicle is registered in the State of Florida; (b) the vehicle is properly insured; and (c) the owner of the vehicle has a current license issued by the State of Florida. A decal form must be completed and submitted to the Association Manager along with copies of identification, vehicle registration, proof of insurance and a photograph of the vehicle. No more than three (3) decals will be issued to each unit. Vehicle Decals can only be issued to residents residing in the Unit. Residents may not use addresses other than where they reside to obtain a decal. The Association Manager is to be contacted for specific instructions. A Permanent Parking Decal must be permanently attached on the outside, in the lower-left-rear of the back window. The Permanent Parking Decal and the vehicle license plate must be visible on all vehicles parked in the Community, including vehicles that are covered.

6) Guest Parking Permit:

Guests must obtain a Guest Parking Permit for overnight visit(s). To obtain Guest Parking Permit, the resident must contact the management office during regular business hours and request Guest Parking Permit, which can be picked up at the management office or emailed to the resident.

The request for Guest Parking Permit must include:

- address and phone number of Club La Costa's resident
- copy of the visitor's vehicle registration
- phone number of the vehicle's owner
- starting and ending dates of the visit

Guest Parking Permit must be placed on the driver's side dashboard and be clearly visible at night. Displaying an expired Guest Parking Permit is a violation and fines may be imposed or the matter turned over to the Association's attorney. In case of an unplanned overnight stay, guests must park in owners' private driveway(s) between 12am and 7am, in order to avoid being towed from Common Area parking lot(s).

7) Commercial Vehicles:

Non-commercial passenger vehicles, small noncommercial pickup trucks, motorcycles and small noncommercial vans are permitted. For the purposes of these Rules and Regulations Commercial Vehicles are defined as:

- a) Any vehicle being used for a commercial purpose.
- b) Any vehicle owned and registered to a business rather than to the resident and used for commercial purposes.
- c) Trucks, large vans or other vehicles having rear windows obscured, such as a panel truck, cargo van, vehicle being used for a commercial purpose, etc.
- d) Any vehicle regardless of size that has wording or lettering on the exterior, such as a company name, advertisement, etc. If the vehicle is a small passenger vehicle with lettering and can be covered with a magnetic sign or car cover, that is allowed only if lettering is covered at all times while parked in the Community.
- e) Any vehicle that has racks on top, sides or rear for hauling items, debris or equipment of any kind are not allowed.

E. ADMINISTRATION

1. Any complaint regarding the management of the Association or regarding actions of other residents shall be made in writing to the Board of Directors and mailed to the Management Company.
2. Any consent or approval given pursuant to these Rules and Regulations, or changes to these Rules and Regulations, may be added to, amended, or revoked any time by resolution of the Board of Directors.
3. Registration of Proposed Owners/Renters -All unit owners who plan to rent or sell their property, must comply with this regulation. Proposed buyers or tenants must contact the management company for the proper forms.
4. Every unit owner has an obligation to pay the assessment as established. These funds are used to pay for landscaping, maintenance, insurance, improvements and other services provided by the Association, and to promote the recreation, health, safety and security of the residents in the development. Failure of an owner to pay puts an unfair burden on other owners, and can result in the inability of the Association to carry out its functions. If not paid, the Association has a lien right against the owners' property, which can be foreclosed and also has the authority to proceed against the unit owner personally by lawsuit.

The carrying out of these rules is for the mutual benefit of all unit owners. These rules and regulations apply to owners, renters and guests. They have been established to make and keep Club La Costa a pleasant place in which to live. Failure to follow them will result in fines against the unit owner, as provided in the fines procedure.

SECTION II

GUIDELINES FOR THE ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee (ACC) shall be made up of volunteers appointed by the Board of Directors. The Committee will help to administer the rules and regulations as set forth in the Declaration and By-Laws. The Committee shall vote on requests for all extremal changes and shall present its recommendation to the Board of Directors for its approval or disapproval.

APPLICATION PROCEDURES

1. A written request describing any improvements, replacements or additions must be submitted to the Management Company and reviewed by Architectural Control Committee (ACC).
2. Plans or specifications of any changes must be approved by ACC before work has begun. The description must include all vital information pertaining to the changes to be made.

SPECIFIC REQUIREMENTS FOR ARCHITECTUAL CHANGES

Any change in the exterior appearance of any building, wall, other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval in accordance with Article VIII of the Declaration of Restrictions & Protective Covenants.

Homeowners must submit an Architectural Control Committee (ACC) form for an approval of any modifications, additions, or alternations listed below. Work shall not start before the ACC form is approved. Construction materials may not be delivered until approval is received and work is commencing.

Homeowners are responsible for acquiring the proper city or county permit. Approval by the ACC does not constitute a building permit.

- **Specifications for Paint Color Scheme:**
See Appendix A
- **Specifications for Replacement of Doors and Windows:**
See Appendix B
- **Specifications for Roof Tiles and Shingles:**
See Appendix C
- **Specifications for: Wood Fences, Hurricane Shutters, Lighting Fixtures, Flag Poles, Security Cameras, Satellite Dishes and Antennas, and Solar Panels**
See Appendix D
- **Specifications for: Cloth Awnings, Aluminum Patio Covers and Screened Patios, Pavers and Concrete Patios, Sidewalks, and Driveways**
See Appendix E
- House numbers must be black or approved by the Architectural Control Committee (ACC). Self-adhesive numbers designed for mailboxes are not approved. House numbers are not to be installed on trim or fascia boards.
 - Units with garages must have house numbers installed next to the garage door (by the entry sidewalk) or directly above the garage door in the middle.
 - Units without garages must have house numbers installed by the entry sidewalk.
 - Units with wooden gates must have house numbers installed on the gate.

- No structures of any kind shall be permitted in the front of the unit.
- All wiring must be the same color as the structure it is attached to.
- Architectural Control Committee (ACC) form must be submitted and approved before planting new bushes or trees in front of the unit.
- No exercise equipment is allowed in front of the unit
- No items higher than the 6' fence-line shall be visible by the adjacent parcel, unless approved by Architectural Control Committee (ACC). This includes ladders, basketball hoops, and sheds.

SECTION III
FINES PROCEDURE

Policy concerning violations:

An owner in violation will be given 14 days grace period to clear the violation. After 14 days, a fine of \$50.00 per day, per occurrence, will be incurred until the violation is cleared up or eliminated.

The procedure is as follows:

1. The owner will be notified of a violation to the Rules and Regulations.
2. The owner will have fourteen (14) days to resolve the violation.

Unresolved violations will be reported to the Violations/Grievance Control Committee (herein after referred to as the VCC) for fining after the 14 days or will be turned over to the Association's attorneys for correction. If turned over to the attorney, the owner may be responsible for attorney fees and costs. Number of days may vary according to the nature of the violation. A hearing date will be set for the homeowner to attend and express his/her reasons as to why a fine should not be imposed. If you do not attend the hearing an automatic fine will be assessed and will continue to be added until the violation is complied with or until the Association decides to send the file to the Association's attorney for enforcement. All legal expenses and fines are the sole responsibility of the homeowner.

Unresolved violations will be reported to the Association's attorney after thirty (30) days of non-compliance.

The attorney's fees for an initial Notice of Violation letter will be paid by the Association. All additional fees will be the responsibility of the homeowner.

Absentee owners should be aware that they are liable for the actions of their tenants and any fines incurred. A copy of the Notice of Violation has not been sent to the tenant. It is the landlord's responsibility to notify renters of the enclosed Notice of Violation.

Since it is well established that violations are reported by neighbors as well as the Association, unit owners may contest the violation(s) reported; the procedure is as follows: All unit owners have the right to be heard at a hearing for said purpose. On all violation notices, you will be advised of the hearing date set aside for disputing said violations. In the event of any dispute arising concerning the violation(s) reported, the unit owner may petition the VCC for relief from the violation charges by arbitration. The unit owner must attend the hearing in person as instructed in the notice. The unit owner must set forth the reason for the dispute to the Grievance Committee and or Board.

Any consent or approval given pursuant to these Procedures or changes to these Procedures may be added to amended or revoked any time by resolution of the Board of Directors and/or the VCC.

NO FINES WILL BE WAIVED DUE TO NONCOMPLIANCE OF THESE PROCEDURES.

Appendix A

SPECIFICATIONS FOR PAINT COLOR SCHEME:

- Any exterior paint change must be approved by the Architectural Committee.
- Concrete driveways may be stained with approved paint/stain.
- Gutters and downspouts must be the same color as structure it is attached to.
- All PAINT and STAIN to be purchased at a local Home Depot.
- Behr paint products may be purchased with primer included.

PAINT COLOR SCHEME FOR MOST CLUB LA COSTA HOMES:

- Homes built around 1990: white walls with burgundy trim
 - Homes built around 2002: white walls with burgundy trim on 82nd Ave.
- | | |
|---------------------------------|---|
| House Color: | Behr Premium Plus Exterior - Satin - Ultra Pure White |
| Trim, Fascia, Flashing, Soffit: | Behr Premium Plus Exterior-Semi-gloss Burnished Mahogany, Code: 160 F-7 |
| Metal bird-stop/eave-closure: | Behr Premium Plus Exterior-Semi-gloss Burnished Mahogany, Code: 160 F-7 |
| Garage Door Color: | Behr Exterior Semi-gloss Clopay Chocolate CBP-5 for metal.
For New Garage Doors Order: Clopay "Chocolate" color
For Wood Garage Doors: Walnut stain for wood. |
| Front Door Color: | Front doors can be White or Brown:
White: Behr Premium Plus Exterior - Semi-gloss - Ultra Pure White.
Brown: Behr Exterior Semi-gloss Clopay Chocolate CBP-5 for metal.
Wood Doors: Walnut stain for wood. |
| Side Door Color: | Behr Premium Plus Exterior - Satin - Ultra Pure White |
| Driveway: | Concrete Stain - Behr, Code: 815 Pacific Fog |



PAINT COLOR SCHEME FOR MARINER HOMES:

- Homes built around 1974: two older buildings with gray trim, cedar shingles and flat roofs
- | | |
|---------------------------------|--|
| House Color: | Behr Premium Plus Exterior - Satin - Ultra Pure White |
| Trim, Fascia, Soffit & Shingle: | BEHR Multi-Surface Roof Paint – flat - #RP-34 Deep Gray |
| Gate Color: | BEHR Multi-Surface Roof Paint – flat - #RP-34 Deep Gray |
| Front Door: | White: BEHR Premium Plus Exterior - Semi-gloss - Ultra Pure White
Gray: BEHR Multi-Surface Roof Paint – flat - #RP-34 Deep Gray |



PAINT COLOR SCHEME FOR ALTON HOMES:

- Homes built around 2003: light-yellow homes - the newest homes located at SW 80th CT. & SW 79th PL.
- | | |
|----------------------------------|--|
| House Color: | Behr Premium Plus Exterior - Satin - Silky Bamboo, Code: UL 180 - 15 |
| Trim, Fascia, Flashing & Soffit: | Behr Premium Plus Exterior - Satin - Ultra Pure White |
| Metal bird-stop/eave-closure: | Black (same as existing ones) |
| Garage Door Color: | Behr Premium Plus Exterior - Satin - Ultra Pure White
For New Garage Doors Order: Clopay "Standard White" color |
| Front Door Color: | Behr Premium Plus Exterior - Satin - Ultra Pure White |
| Driveway: | Brick Pavers (same as existing ones) |



Appendix B

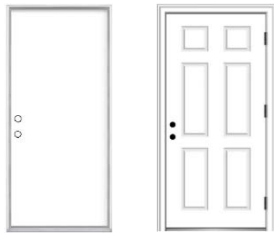
SPECIFICATIONS FOR REPLACEMENT OF DOORS AND WINDOWS:

- Window frames shall be white in color.
- All windows and glass doors must be “untinted” or may have “gray” tint.
- Units with grid style windows, i.e., Colonial Style windows, must use the same style as the rest of that block to maintain uniform appearance.
- Windows are not to be replaced with glass block.
- **Approved Styles for Front Entry Doors:**



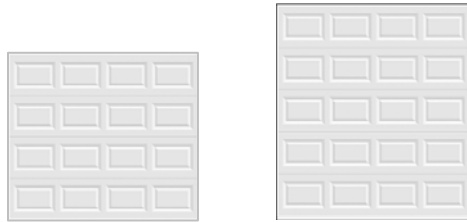
Flush panel door Six panel door Sunburst four panel door Full-lite glass door “White frosted glass” colonial style Full-lite glass door “White frosted glass” Glass sidelite (combined with any of these doors)

Approved Styles for Side Garage Doors:



Flush panel door Six panel door

Approved Styles of Garage Doors:



16-panel for all homes (20-panel for Alton Homes)
CLOPAY Steel HDB, Short Traditional Panel

Approved Styles of Windows:



Non-bar single or double hung window Colonial style single or double hung window Non-Bar style sliding window

Approved Styles of Back Patio Doors:



Sliding Patio Door (Non-Bar or Colonial Style) Double Hung Patio Door (Non-Bar or Colonial Style)

DOORS & WINDOWS SPECIFICATIONS FOR MARINER HOMES:

Homes built around 1974 - two older buildings with gray trim and cedar shingles.

Front Entry Door:

- Front door must be bronze, white, or gray (see Paint Color Scheme specification sheet)
- Front door must be made of metal, aluminum, fiberglass, or wood
- Front door must use “6-panel” style, “flush” (plain) style, or plain “full-lite glass door” style
- If aluminum full-lite glass door is used, it must be plain and use “white frosted glass”

Glass Door in the Backyard:

Door must have bronze or white frame, plain or colonial style, sliding, or a french door.

Windows:

New windows must use the same style as the surrounding units on the same block: either colonial style or plain style. Windows in the back of the units must also match the surrounding windows’ style: colonial or plain. Window frames must be bronze.



DOORS & WINDOWS SPECIFICATIONS FOR MOST CLUB LA COSTA HOMES:

Homes built around 1990: white walls with burgundy trim

Front Entry Door:

- Front door must be white or brown (see Paint Color Scheme specification sheet)
- Front door must be metal, aluminum, fiberglass, or wood
- Front door must use “6-panel” style, “flush” (plain) style, or plain “full-lite glass door” style
- If full-lite glass door is used, it must have hurricane rated glass and use “white frosted glass”
- Sidelite panel (glass panel next to the front door) must use “white frosted glass” or “clear” glass

Side Door for Garage Access:

Side garage door must be white and can be “6-panel” style or “flush” (plain) style

Glass Door in the Backyard:

Door must have white frame, plain or colonial style, sliding, or a french door.

Windows:

New windows must use the same style as the surrounding units on the same block: either colonial style or plain style. Windows in the back of the units must also match the surrounding windows’ style: colonial or plain.



DOORS & WINDOWS SPECIFICATIONS FOR HOMES ON 82nd Ave:

Homes built around 2002: white walls with burgundy trim

Front Entry Door:

- Front door must be white (see Paint Color Scheme specification sheet)
- Front door must be metal, aluminum, or fiberglass
- Front door must use “6-panel” style, “flush” (plain) style, or plain “full-lite glass door” style
- If full-lite glass door is used, it must have hurricane rated glass and use “white frosted glass”

Glass Door in the Backyard:

Door must have white frame, plain style, sliding, or a french door.

Windows:

New windows must use the same style as the surrounding units on the same block: Non-bar single or double hung windows in the front and in the back of the unit.



DOORS & WINDOWS SPECIFICATIONS FOR ALTON HOMES:

Homes built around 2003 – yellow and the newest homes located at SW 80th CT. & SW 79th PL.



Front Entry Door:

Front door must be white

Front door must be made of metal, aluminum, or fiberglass

Front door must use “6-panel” style, “flush” (plain) style, or plain “full-lite glass door” style

If aluminum full-lite glass door is used, it must be plain and use “white frosted glass”

Side Door for Garage Access:

Side garage door must be white and can be “6-panel” style or “flush” (plain) style

Glass Door in the Backyard:

Door must have white frame, plain or colonial style, sliding, or a french door.

Windows:

New windows must use the same style as the surrounding units on the same block: either colonial style or plain style. Windows in the back of the units must also match the surrounding windows’ style: colonial or plain.

WINDOW TREATMENTS:

Only white or beige window treatments are allowed.

Items not allowed to be displayed in windows: sheets, blankets, cardboard, aluminum foil, rugs, window decal decorations, signs, notices, advertisements, ventilators, or fans. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.

SECURITY BARS:

Security bars on doors and windows must be approved by the ACC before installation. Security bars must be approved and painted white or black color only.

Appendix C

Roof Tiles and Shingles:

Call Management Company to obtain application for approval if the entire roof needs to be replaced.

Homes built around 1974: Mariner Homes:

- flat asphalt roofs
- cedar wood shingle (shingle surface is smooth)
- installed staggered (“staggered style” has each individual shingle at a different height – see photo)
- Roof shingle must remain as the original style.



Homes built around 1990: the majority of homes with white walls and burgundy trim:

At this time, please choose one of two approved tiles below:

- **Roof Tile – Cement “S” Tile Profile**
- **Manufacturer:** Boral
- **Profile:** Barcelona 900
- **Color:** Burnt Mission
- (red/gray color, glossy top finish, gray-cement back)



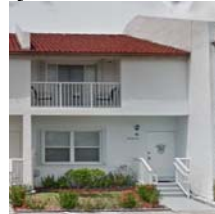
OR

- **Roof Tile – Cement “S” Tile Profile**
- **Manufacturer:** Boral
- **Profile:** Barcelona 900
- **Color:** Gold Dust
- (solid red color, matte top finish, colored red throughout)



Homes on 82nd Ave built around 2002 with white walls with burgundy trim

- **Roof Tile – Curved Tile Profile**
- **Manufacturer:** Boral
- **Profile:** Villa 900
- **Color:** Gold Dust
- (solid red color, matte top finish, colored red throughout)



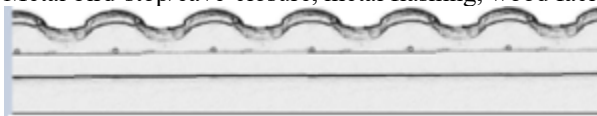
Alton Homes built around 2003: yellow walls, located at SW 80th CT. & SW 79th PL.

- **Roof Tile – Curved Tile Profile**
- **Manufacturer:** Boral
- **Profile:** Villa 900
- **Color:** Gold Dust
- (solid red color, matte top finish, colored red throughout)



Metal eave-closure:

Metal bird-stop/eave-closure, metal flashing, wood fascia board, and soffit must be painted using the approved color.



- <- Metal Bird Stop/Eave Closure
- <- Metal Flashing
- <- Wood Fascia Board

} **Painted the same color**

Appendix D

GENERAL SPECIFICATIONS FOR: Wood Fences, Hurricane Shutters, Lighting Fixtures, Flag Poles, Security Cameras, Satellite Dishes and Antennas, and Solar Panels

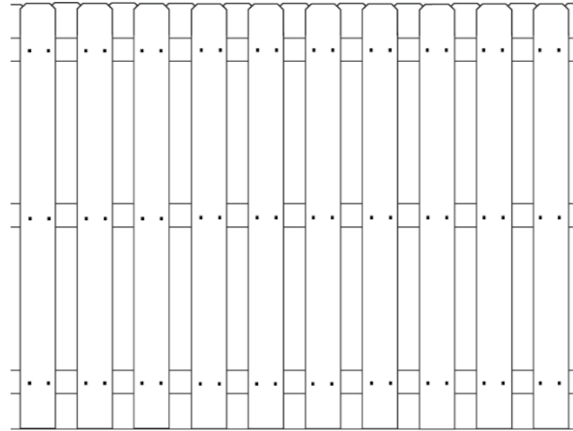
Homeowners must submit Architectural Modification form for approval, which can be obtained from the Management Company or downloaded at www.myLaCosta.com

Wood Fences:

Wood fences are not permitted in the front of the unit, with the exceptions of 10 Mariner Homes. Wood fences separating back yards must remain as the original style (shadowbox; not to exceed 6' in height.) If a homeowner wants to paint the fence white, ACC form must be submitted and approved.

Approved style: wood shadowbox style

- Natural wood
- Only clear protective coat is approved
- Colored stains are not permitted
- White paint can be used for sections where ALL the units on the block have painted the fence white.



Shadowbox fences feature the same look on both sides. This style has the look of a privacy panel but allows for more air circulation. Shadowbox style is specified in Club La Costa's Bylaws and can't be changed by the Board of Directors.

Wood gates may be installed to access common areas. Wood gates must be closed when not in use.

Hurricane Shutters:

The acceptable styles are accordion shutters, metal panel shutters, and plywood. If a homeowner wishes to use another type of shutters, please submit the specification to the Architectural Control Committee (ACC) for approval. If for any reason a homeowner wishes to leave hurricane shutters in place for an extended period of time, for example, if going on a vacation, request for approval is required to have shutters closed for the duration of vacation. Accordion shutters must be white. No plywood or metal panel shutters shall be allowed 2 weeks post hurricane and/or storm warning.

Lighting Fixtures:

Lighting fixtures can be black or white in Colonial Style. Exterior lighting brightness or direction of the lights shall not be directed in such manner as to create annoyance to neighbors.

Flag Poles:

Flags shall not be installed on easements to prevent damages to utility lines. Approval of ACC is required prior to flag pole installation. Flag poles shall not be more than 10' tall. U.S. flag should be only displayed from sunrise to sunset. If a homeowner wants to display the flag at night, it should have a proper lighting.

Security Cameras:

Security camera(s) must be positioned in such a manner as to view only the resident's property. The camera(s) must not monitor neighboring private property. If a camera is to be mounted on the front of a property, it should be mounted under the soffit. Installation of security cameras requires an architectural design form filed with the

Association's management office. A registration of each camera will be maintained by the management office. Doorbell cameras do not need an approval.

Receivers Such as Satellite Dishes, Radios, and TV Antennas:

- All receivers must be approved prior to installation
- All receivers must be mounted in the back of the unit
- Receivers are not allowed to be installed on the side of the unit, front of the unit, or common areas

Satellite dishes can be inconspicuously installed on rear wall, meaning the lower rear cement wall of each unit and positioned below the top of the wooden fence to minimize view of the dish, or rear wood fence, meaning below the top of the fence and secured to a 4x4 inch vertical fence post to minimize view of dish, or rear roof wood fascia trim or concrete firewall.

No radio or television aerial antenna, or related or short-wave radio transmission or receiving device(s) shall be attached to or hung from the exterior of the Units without submitting ACC form and receiving approval. All wiring must be white and properly attached to the building.

Solar Panels:

Solar panel installations are allowed pursuant to FL statutes; however, homeowners must submit an ACC for approval and provide the plans for placement.

Solar panels on roofs require 3-foot clearance between units for emergency access, roof replacement, repairs and maintenance. Homeowner installing solar panels must not use more than 18 inches of emergency access from the neighboring unit. Homeowner may use 18 inches of emergency access of their own property and up to 18 inches emergency access of the neighboring property, thus totaling 3 feet of emergency access. Solar panels may only be installed on the roof of the house, excluding the garage roof. Solar panels may not be installed over garage roofs, entrances, balconies or courtyards in front of the units.

Solar panels may be installed in the backyard, but must not be visible above the 6-foot fence.

Electric Vehicle (EV) Chargers:

Charging outlets for electric vehicles are allowed, however, they must be approved by the HOA and be permitted. Charging cords must be unplugged and stored out of site when not in use. The cords may not be hung on the front of house or left plugged in to the outlet.

Placement of EV chargers for units with garages:

EV chargers must be mounted on the side of the garage.

Placement of chargers for units without garages:

Please provide photos and proposed location of the charging station. Wires shall not pose tripping/falling hazard.

Appendix E

Specifications for: Cloth Awnings, Aluminum Patio Covers and Screened Patios, Pavers and Concrete Patios, Sidewalks, Driveways

Cloth Awnings:

Awnings may be installed only in the back of the unit.

Cloth-shade-covers shall not be attached the shared fence poles.

Canopy umbrellas must be mold free and must be replaced when torn.

Stationary or retractable cloth awnings must match the color of the trim.

Approved Awnings Colors:

- Burgundy cloth for all homes (with the exception of Mariner and Alton Homes, see below)
- Gray cloth for Mariner Homes
- Beige cloth for Alton Homes

Aluminum Patio Covers and Screened Patios:

- Screen enclosures and other structures in the front of the unit are not permitted.

- Any type of screen or other enclosure in the back of the unit must be approved by the Association.

Aluminum covers MUST NOT be built over homeowners' easement. (In most cases, the utility easement in the backyard is 6 feet.) Homeowner is responsible for providing property survey and proposed plans/drawings.

Plans/drawings must clearly show the dimensions of the backyard, dimensions of the proposed patio, and the dimensions of the homeowner's easement. Aluminum patio structures must be white.

Pavers and Concrete Patios:

Pavers and concrete patios in the back yard must not be installed on the homeowners' utility easements. Utility easements allow access to repair existing, or add new utilities. Homeowner is responsible for providing property survey and proposed plans/drawings. Plans/drawings must clearly show the dimensions of the backyard, dimensions of the proposed patio, and the dimensions of the homeowner's easement.

Sidewalk Leading to the House:

Tile for front entryway must be approved.

Sidewalk tiles:

Tile Size: between 3" and 16" inches

Tile Color: burgundy or terracotta for most homes, gray for Mariners Homes

Tile Design: plain tiles with no design

Tile Surface: non-slippery, exterior grade

Sidewalk paint/stain color:

Burgundy or terracotta for most homes, gray for Mariners Homes

Driveways and Driveway Extensions:

Homeowners are responsible for their own driveways and sidewalks. Driveways are to be free of oil stains.

Driveway extensions can be installed on homeowners' property. Driveway extensions must be concrete and must not encroach on neighboring lot or common area. Mariners Homes, 82nd Ave Homes, and Alton Homes already have two parking spaces and do not have the space for a driveway extensions. ACC form with sketch/drawing/plans/permits of the proposed driveway extension, along with photos of the area, must be submitted.

**PRECEDURES CONCERNING
COLLECTION OF ASSOCIATION
ASSESSMENTS**

**GUIDELINES FOR THE
ARCHITECTURAL REVIEW
COMMITTEE**

FINES PRECEDURE



CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.

PROCEDURES CONCERNING COLLECTION OF ASSOCIATION ASSESSMENTS

Revised January 21, 2019

A. ROUTINE COLLECTIONS

1. The term “assessments” includes, but is not limited to monthly assessments, special assessments, accelerated association assessments, fines, late charges and other properly charged assessments.

2. Annual assessments shall be payable on a monthly basis. Said monthly fees are due on the first of each month and considered “late” if received by the Association after the 15th of the month. The Association does not send monthly statements. It is the homeowner’s responsibility to make these monthly payments on a timely basis.

3. A payment is considered received by the Association when it is received by the Accounting Department of the Association’s Management Company.

4. The amount of the monthly assessment is determined each year when the Association’s Budget is prepared and approved by the Board of Directors. Homeowners are notified at that time of the approved amount for that year. Coupon books are furnished at the beginning of each year. Alternative methods of payment are offered, such as automatic withdrawal and direct online payments to the Association’s bank. If homeowners have questions about making their payments, they should contact the Association’s Management Company.

5. All documents, correspondence and/or notices relating to the charges shall be mailed to each homeowner’s address as it appears on the books of the Association. It is important that each homeowner, who does not occupy their property, keeps the Association advised of any change of address to insure they receive these documents.

B. NON-PAYMENT OF ASSESSMENTS

1. In the event a payment for assessments from a homeowner is past due by more than fifteen (15) days, a late charge of \$10.00 will be added to the account. The Accounting Department is directed to send an appropriate reminder letter to a delinquent homeowner advising of the assessed late charges. However, non-receipt of this reminder in no way relieves a homeowner of his/her obligation to pay the amount(s) owed.

2. In the event a payment for assessment(s) is past due by more than sixty (60) days, said delinquent account shall be referred to the Association’s attorney for collection. Subsequently, an additional amount will be added for interest, attorney fees and costs. The Association’s attorney may bring action in Court against the delinquent homeowner and/or may

record a lien against the property. A judgment or foreclosure of a lien can result in subsequent loss of the property by the delinquent homeowner.

3. Any mailing of notices to homeowners regarding fees and charges is done as a courtesy only, and shall not be construed to be a condition precedent to the commencement of collection proceedings.

C. RETURNED CHECKS

1. If a check issued to the Association is returned unpaid by the homeowner's bank, a charge of \$35.00 will be added to the owner's account. The Association's Accounting Department will send a notice of this charge to the owner at their address of record.

2. If two or more of a homeowner's checks are returned unpaid by the bank within a fiscal year, the Board of Directors may require that all of the homeowner's future payments be made by certified check or money order for a period of one year.

D. REVISIONS TO THESE PROCEDURES

1. These Procedures may be added to, amended or revoked at any time by resolution of the Board of Directors.

CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.

GUIDELINES FOR THE ARCHITECTURAL REVIEW COMMITTEE

Revised January 21, 2019

The Architectural Review Committee shall be made up of volunteers appointed by the President of the Board of Directors. The Committee will help to administer the rules and regulations as set forth in the Declaration and Bylaws. The Committee shall vote on requests for all external changes and shall present its recommendation to the Board of Directors for its approval or disapproval.

APPLICATION PROCEDURES

1. A written request describing any improvements to be made to the property must be sent to _____.
2. Plans or specifications of any changes must be submitted and approved before work has begun. The description must include all vital information pertaining to the changes to be made.

SPECIFIC REQUIREMENTS

- Exterior walls shall be painted white. (see specifications)
- Any Exterior paint change must be approved by the Committee.
- Garage doors are to be stained or painted as specified by the association. (see specifications)
- Trim and soffits are to remain the original color. (see specifications)
- Exterior lighting shall not be directed in such manner as to create annoyance to neighbors.
- Screen enclosures and other enclosure in the front of the unit are not permitted.
- Any type of screen or other enclosure in the back of the unit must be approved by the association.
- Fences, except original block wall fences, are not permitted in the front of the unit.
- Wood fences separating back yards must remain as the original style (shadow box; not to exceed 6' in height)
- Windows are not to be replaced with glass block.
- Window frames shall be white in color.

- Tile for front entryway must be approved.
- Roof tile must remain as the original style. (see specifications)
- No outside television or radio antenna shall be permitted in the front of the unit. All antennas or satellite dishes to be placed in the back of the unit must be approved by the committee.
- No structures such as dog houses, storage sheds, etc., shall be permitted in the front of the unit.
- Hurricane shutters may be installed. The acceptable styles are accordion style, corrugated panel style and plywood. If you wish to use another type of shutter, please submit the specification to the architectural review committee for approval. If for any reason you wish to leave your hurricane shutters in place for an extended period of time, for example if you are going on vacation, they must be painted the same color white as the unit.
- Security bars need to be approved by the committee before installation.
- Any change in the exterior appearance of any building, wall, other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval in accordance with Article VIII of the Declaration of Restrictions & Protective Covenants.

Approval of any project does not waive the necessity of obtaining a county building permit.

Any consent or approval given pursuant to these Guidelines or changes to these Guidelines may be added to, amended, or revoked any time by resolution of the Board of Directors.

CLUB LA COSTA HOMEOWNERS ASSOCIATION, INC.

FINES PROCEDURE

Revised January 21, 2019

Policy concerning violations:

An owner in violation will be given a week grace period to clear the violation. After seven (7) days a \$50.00 fine per week per occurrence will be incurred until the violation is cleared up or eliminated.

The procedure is as follows:

1. The owner will be notified of a violation to the Rules and Regulations.
2. The owner will have seven (7) days to resolve the violation.
3. Unresolved violations will be reported to the Association's law firm for collection after thirty (30) days.

The attorney's fees for an initial Notice of Violation letter will be paid by the Association. All additional fees will be the responsibility of the owner.

Absentee owners should be aware that they are liable for the actions of their tenants and any fines incurred. A copy of the Notice of Violation has not been sent to your tenant. It is your responsibility to notify them of the enclosed Notice of Violation

Since it is well established that violations are reported by neighbors as well as the Association, unit owners may contest the violation(s) reported; the procedure is as follows:

In the event of any dispute arising concerning the violation(s) reported, the unit owner may petition the board of directors for relief from the violation charges by arbitration. The written petition must be sent to the president of the Board of Directors before the violation is reported to the Association's attorney. The petition must set forth the reason for the dispute. Each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and, the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

Any consent or approval given pursuant to these Procedures or changes to these Procedures may be added to, amended, or revoked any time by resolution of the Board of Directors.