

OFF REC 12569 PG 2163

DECLARATION OF COVENANTS AND RESTRICTIONS  
TOWNHOUSE COMMON AREAS  
BLOCK 2  
MIAMI LAKES - LAKE CYNTHIA SECTION TWO  
Plat Book 125, Page 1

THIS DECLARATION is made this 25<sup>th</sup> day of April, 1985, by THE SENGRA CORPORATION, a Florida corporation, hereinafter called "Developer", who declares that the real property described in Article II, which is now 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 Miami Lakes-Lake Cynthia Homeowners' Association, Inc., a Florida corporation not for profit.
- (b) "Other Covenants" shall mean and refer to the Declaration of Covenants and Restrictions for Miami Lakes Lake Cynthia Section One, Plat Book 125, Page 29, dated and recorded January 3, 1985, in Official Records Book 12371, Page 2603, as supplemented by the First Supplement of even date with this instrument and to be recorded simultaneously with this instrument.
- (c) "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.
- (d) "Access Area" shall mean and refer to the portion of each lot and the portion of Tracts P-80 and P-81 that are subject to the utility and access easements (which are 22 feet wide) as shown on the plat of Miami Lakes-Lake Cynthia Section Two.
- (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) "Lake" shall mean and refer to the body of water

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designated on the plat of Miami Lakes-Lake Cynthia Section Two as "Lake" and which is to be known as Lake Cynthia, and includes all of such water area to the shoreline, whether or not the water area is over a portion of a Lot or tract.

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:

Lots 1 through 36, both inclusive, Block 2; of MIAMI LAKES-LAKE CYNTHIA SECTION TWO, according to the plat thereof, recorded in Plat Book 127, Page 35, of the Public Records of Dade County, Florida.

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, 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 these covenants established by this Declaration within The Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Membership in the Association is as established in the Other Covenants.

Section 2. Voting Rights. Voting rights are as established in the Other Covenants.

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 perimeter wall surrounding the subdivision and the paving, drainage structures, street lighting fixtures and appurtenances, landscaping (if any) and any other structures (except utilities) situated on the Access Areas (or in the case of the street lighting fixtures and appurtenances, situated on the utility easements or elsewhere), 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 V. Developer shall pay for said street light electricity until such date as Developer shall specify, by not less than sixty (60) days' written notice to the Association, for the Association to take over such cost, and such notification shall be conclusive and binding. In the event that the street lighting is taken over by the Miami Lakes Parks and Street Lighting Tax District, then the Association shall be relieved of the responsibility for maintaining the street lights and their illumination.

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 or created by the Declaration of Restrictions referred to in Article VI, Section 7, shall be in accordance with the applicable provisions of this Declaration.

Section 5. 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  
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. 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, 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 of 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 Lake Cynthia and the Access Areas, and the perimeter wall, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management

and supervision thereof, (2) the purposes provided in Section 3 below, and (3) the purposes provided in Section 4 below.

Section 3. Maintenance of Lake Cynthia. Maintenance of Lake Cynthia shall be in accordance with the Other Covenants.

Section 4. 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 Association may from time to time decide to provide one or more or all of such maintenance items. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done (or was ordered by the Association to be performed, whether or not 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. No Owner may avoid or otherwise escape liability for such assessment by waiver of the right to have maintenance performed or by refusal to allow work to be done, and in recognition of the benefits to the entire subdivision of uniform standards of maintenance, all Owners shall permit the Association and its independent contractors to perform such maintenance.

Section 5. Special Assessments for Capital Improvements. The provisions for special assessments, both under these covenants and under the Other Covenants, shall be as provided in the Other Covenants.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The commencement date and due dates for all assessments, both under these covenants and under the Other Covenants, shall be as provided in the Other Covenants.

Section 7. Duties of the Board of Directors. The Association and its Board of Directors shall have the duties and

powers with respect to assessments under these covenants as provided in the Other Covenants for assessments pursuant to the Other Covenants.

Section 8. Amounts of Annual Assessments. The assessment for each Lot shall be equal to the assessment for each other Lot except (i) in the case of assessments under Section 4 hereof, and (ii) assessments under Section 5 benefitting fewer than all Lots shall be only against the Lots benefitted. 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 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien, Remedies of Association. If any assessment or part thereof is not paid on the date when due (being the dates referred to in Section 6 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 assessments, however, shall remain his personal obligation for the period of the statute of limitations and shall not pass as a personal obligation 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 twelve percent (12%) 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 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 rea-

sonable 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 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens except tax liens and mortgage liens, provided that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness amortized in monthly or quarterly payments over a period of not less than ten years; 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 all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien for 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 10 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 11. Access at Reasonable Hours. For the purposes only of performing the exterior maintenance authorized by this Article or authorized by the Other Covenants, the Association, through its duly authorized agents or employees or contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

#### ARTICLE VI

##### 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 all persons entitled to enforce this Declaration for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for five (5) 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 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, or alternatively, to the name and address appearing on the most recent county tax roll.

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 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.

Section 4. Severability. Invalidation of any one of these covenants or restrictions, or any portions thereof, by judgment or court order shall in no wise affect any other provisions, or the remaining portions, 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 Owners holding not less than two-



thirds vote of the membership, provided that so long as Developer is the owner of any Lot affected by this Declaration Developer's consent must be obtained, and provided further, for any change in Article V, Section 10, the consent of the County Attorney of Dade County must be obtained if so required by ordinance.

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 Covenants and Restrictions shall be deemed cumulative and in addition to provisions of the Other Covenants and Declaration of Restrictions for Miami Lakes-Lake Cynthia Section Two to be executed by Developer.

#### ARTICLE VII

##### Renting and Leasing

Section 1. General Restriction. No portion of any land or residence on any Lot may be rented, unless the entire Lot including the entire residence is rented. All tenancies shall be subject to the rights of the Association to terminate the tenant's interest in the Lot upon default by the tenant in observing any of the provisions of this Declaration, the Other Covenants or of the Declaration of Restrictions, referred to in Article VI, Section 7, or any other applicable provisions of any other agreement governing the Properties.

Section 2. Deposit Required. Any Owner wishing to lease the Owner's Lot shall as a condition precedent to entering into any such lease or admitting any tenant to such premises be required to place in escrow with the Association the sum of \$1,000.00 as a security deposit. The security deposit shall be held by the Association throughout the term of any tenancy, and such deposit or portions thereof may be applied from time to time by the Association in its discretion (i) to repair any damage caused by any such tenant (or the tenant's guest or invitee) to anything within the Access Area, (ii) to provide any maintenance to the Lake necessitated by the tenant (or the tenant's guest or invitee), (iii) to provide on the subject Lot all exterior maintenance as contemplated by Article V, Section 4, as may be deemed

appropriate by the Association, and (iv) to pay any assessment against the Lot by the Association that is not otherwise paid. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of the security deposit which the Association applies toward any payment as authorized in this Article. The Owner shall replenish from time to time upon written request of the Association in accordance with these provisions, so that there will always be on deposit with the Association a minimum of \$1,000.00. In the event that the Owner shall fail to pay over to the Association when due any sums required by this Article, the amount owing shall constitute an assessment against the Owner's Lot to the same extent as if it were an assessment for exterior maintenance duly authorized in accordance with the Declaration.

Section 3. Interest; Administrative Charges; Return of Deposit. The Association shall keep the balance of the ~~security~~ deposit it is holding in escrow in an interest bearing account. All such interest actually earned shall be paid to Owner promptly after it is received by the Association. The Association shall be entitled to make an administrative charge not to exceed \$50.00 against the security deposit for each charge made against the deposit in accordance with the provisions of Section 2 above. Upon written request of the Owner, any balance of the security deposit, less an administrative charge not to exceed \$50.00 for establishing, maintaining, and returning the deposit, shall be returned to the Owner upon the Owner's written demand within ninety (90) days after the tenant and all subsequent tenants permanently move out.

Section 4. Attorney's Fees. The Association shall be entitled to collect from the Owner reasonable attorney's fees, whether suit is brought or not, and costs incurred in enforcing against the Owner or tenant any provisions of this Article VII including any appeals arising therefrom. Such attorneys' fees and costs may at the Association's option be deducted from the

security deposit.

EXECUTED as of the date first above written.

Signed in the presence of:

THE SENGRA CORPORATION

Sylvia Lewis

By Robert L. Rawls  
Robert L. Rawls  
President



Sylvia B. Goad

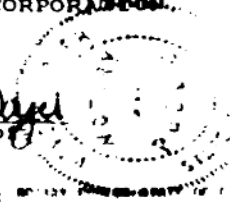
Attest: Carol G. Wyllie  
Carol G. Wyllie  
Assistant Secretary

STATE OF FLORIDA )  
                          ) SS.:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me, this 25<sup>th</sup> day of April 1985, by ROBERT L. RAWLS, President and CAROL G. WYLLIE, Assistant Secretary, of THE SENGRA CORPORATION, a Florida corporation, on behalf of the corporation.

REGISTERED TO OFFICIAL RECORDS  
OF THE COUNTY, FLORIDA  
RECORD NUMBER  
RICHARD E. BRINKER  
CLERK (CIRCUIT COURT)

Richard E. Brinker  
Notary Public, State of  
Florida at Large



My Commission expires: \_\_\_\_\_