BRIDGEPOINT HOMEOWNERS' ASSOCIATI0N, INC.

DECLARATION

BY-LAWS

ARTICLES 0F INCORPORATION

12301 Southwest 132nd Court · Miami, Florida 33186
Telephone: 305-251-3848 · Fax: 305-251-3849
Web - www.CaribbeanProperty.cc " E-mail: info@caribbeanProperty.cc

BRIDGEPOINT HOMEOWNERS' ASSOCIATION, INC.

DECLARATION

BY-LAWS

ARTICLES OF INCOPORATION

(INCOPORATING ALL AMENDMENTS THROUGH 4/17/00)

DECLARATION OF THE BRIDGEPOINT HOMEOWNERS' ASSOCIATION, INC

This Declaration is made by The Bridgepoint Homeowners Association, Inc to incorporate into one document all amendments that have been made, as of the date of recordation of this Declaration in the Public Records, to the original Declaration of the Bridgepoint Homeowners Association, Inc - which was made by BRIDGEPOINT, an Interdevco general partnership and at that time the Developer and Owner of the Property (Article 1, Section 2 of the Declaration) and was recorded on December 28, 1984, in Official Records Book 12367, Page 2143, of the Public Records of Miami-Dade County, Florida. Subsequent to December 28, 1984 all Lots on the Property (Article 1, Sections 3) were sold to individual Members (Article 1, Section 8) of the Association (Article 1, Section I), and the ownership of the Common Area (Article 1, Section 6) was transferred to the Association.

WITNESSETH: The Association is the Owner of the Common Area of the Property, and all Lots of the Property are owned by Members of the Association. This Declaration by the Association" in no way alters the assertion of the original Declaration that the Declaration was, and is, made in order to protect the value and desirability of the Property; and that the Property shall be held, sold and conveyed subject to this Declaration. The covenants and provisions of this Declaration, as amended, shall run with the land and shall bind all parties having any title, right; or interest m any part of the Property·

ARTICLE I DEFINITIONS

Section 1 "Association" means the Bridgepoint Homeowners Association, Inc., a non-profit Florida corporation. "Association" includes all successors to and assigns of the corporation.

Section 2 All Property is within the jurisdiction of the Association. "Property" means all real property and improvements on such real property, described as "Bridgepoint" according to the Plat thereof as recorded in Plat Book 125 at Page 30 of the Public Records of Miami-Dade County, Florida.

Section 3 "Lot" means any part of the Property which is described in the Public Records of Miami-Dade County, Florida. Plat book 125, Page 30, as BRIDGEPOINT and which is improved or will be improved with a single-family Townhouse.

Section 4 "Townhouse" means the single-family residence built on a Lot. "Townhouse" includes all patios, courtyards, balconies, and other areas within and including the Party Walls.

Section 5 "Limited Common Area" is any part of a Lot which does not or will not actually have any part of a Townhouse built upon it or is not demarcated by a properly approved wall or fence.

Section 6 "Common Area" is all Property which is not a Lot "Common Area" includes the lake located on the Property. "Common Area" does not include Limited Common Area.

Section 7 "Owner" means the record holder of fee simple title to a Lot A Lot may have more than one "Owner" so long as each is a record holder of fee simple title to the Lot. "Owner" does not include any party having solely a security interest in part of a Lot or the Property. Contract buyers are not 'Owners". The Developer is the 'Owner" of any Lot to which it holds title.

Section 8 "Member' means any member of the Bridgepoint Homeowners Association as described in Article II of this Declaration.

Section 9 'Closing" refers to the date the Developer or an Owner conveys title to a Lot to another Owner.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 Membership in this Association. Every Owner is a Member of the Association. Membership in the Association is appurtenance to and runs with the land and each Lol Membership cannot be separated from Ownership of a Lol

Section 2 Members' Voting Rights

Each Member has one vote for each Lot Owned. If more than one party Owns a single Lot, the parties can cast only one vote among them for each Lot they Own together.

ARTICLE III PROPERTY RIGHTS

Section 1 Legal Title

A Title to each Lot (including the Limited Common Area) passes to the Owner of the Lot only at Closing.

B. Title to the Common Area has been conveyed to the Association by the Developer, subject to the limitations, conditions, covenants, restrictions, and easements of record; to this Declaration; and to taxes, assessments and pending liens on the Common Area for the year it was conveyed.

Section 2 Easements. All easements on the Property created by this Declaration are appurtenant to and run with the land.

A. Owners' Easements on the Common Area

(1) Every Owner has a perpetual easement on the Common Area for the use and enjoyment of the Common area. This is subject to:

(a) this Declaration, and the By-Laws, Articles, and Rules of the Association;

(b) the right of the Association to suspend an Owner's easement on the Common Area for The period during which any assessment on his lot is unpaid;

(c) the right of the Association to suspend an Owner's easement on the Common Area for a Rule Infraction;

(d) all public utility easements.

(2) An Owner may delegate his easement on the Common Area to family members, guests, and tenants. An Owner cannot sell, convey, or transfer his easement separate from Ownership.

B. Association's Easements on the Lots. The Association has an easement on each Lot as it deems necessary to carry out its maintenance duties as described in Article IV of this Declaration. The Association also has all the easements granted in this Declaration.

ARTICLE IV MAINTENANCE AND REPAIRS

Section 1 Duties of the Association. The Board of Directors shall, in its sole discretion, make all decisions regarding the Association's duties under this Section.

A. Common Area. The Association shall keep all parts of the Common Area in good condition and repair. It shall be responsible for all repairs, replacements, and maintenance.

B. Limited Common Area. The Association shall maintain, repair, and cause replacements on the Limited Common Area in order to keep it in good condition and repair.

C. Exteriors of Townhouses. The Association shall maintain the exteriors of the townhouses, including painting.

D. To carry out its responsibilities under this and any other section of the Declaration, the Board of Directors may engage the services of a professional property manager who is properly licensed by the State of Florida as a Condominium and Home Owner Association Manager. Duties which the Board may delegate to a property manager include, but are not limited to:

(I) collect and deposit to Association accounts all monies due to the Association.

(2) prepare disbursement checks for the signature of designated officers.

(3) keep proper books of account and maintain all official records.

(4) provide monthly financial reports which include an operating statement, a list of disbursements, and a balance sheet.

(5) attend and provide administrative support for all Board and Membership meetings.

(6) resolve owner problems as they relate to the Association.

(7) arrange and supervise maintenance and repairs of the common area, improvements, and equipment.

Section 2 Duties of the Owners

A. Each Owner shall keep his Lot in a neat orderly fashion. Each Owner also has the duty to keep and maintain his Lot, except for the Limited Common Area, in good condition and repair. The Owner must perform promptly as the need arises so that no part of BRIDGEPOINT or any Lot is adversely affected by the condition of his Lot.

B. The Association has the duty and right to enter and remain on any Lot to maintain or repair it where the Owner has not done so as required by this Section. In such case, the Association has an easement in order to repair or maintain the Lot. The easement shall exist for as long as the need exists for the Association to perform such duties on the lot. The costs incurred by the Association to repair or maintain an individual Lot as required by this Section will become both the personal obligation of the Owner of the Lot and an Assessment on that Lot.

Section 3 Maintenance and Service Contracts. The Association shall not make any contract for service or maintenance on the Property unless the contract contains a right of termination without cause, which is exercisable by the Association without penalty upon not more than 90 days' notice to the other party to the contract.

ARTICLE V ASSESSMENTS

Section 1 Purpose. Assessments shall be used by the Association to promote the welfare of the residents of BRIDGEPOINT and for all improvement: to and maintenance of the Property.

Section 2 Types of Assessments. The Association, by act of the Board, has the right to levy.

A. Annual Assessments for Common Expenses and Reserves, on all lots. If approved by the Board of Directors, Common Expenses shall include the cost of a duly franchised cable television service obtained pursuant to a bulk contract;

B. Special Assessments for painting, capital improvements, and major repairs, on all lots. Also, when deemed advisable by the Board of Directors, for unexpected Common Expenses and Reserves, on all lots;

Section 3 Creation of Liens and Obligations. The Owner agrees to pay all Assessments on his Lot. Assessments are both:

A. A continuing lien which runs with the land on the Lot for which the Assessment is made, and

B. The personal obligation of each of the parties who is an Owner of the Lot at the time the Assessment is made.

Section 4 Priority of Assessments. All Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens.

Section 5 Rate of Assessment. All Assessments will be made uniformly for each LU except as otherwise provide herein. An Owner may not escape liability for any Assessments by non-use or abandonment of the Common Area. The decisions of the Board as to the amount of all Assessments are final.

Section 6 Payment of Assessments. The Board fixes the manner of payment of Assessments. The Board is not responsible for 'the collection of Assessments. Its failure to collect is not an excuse for nonpayment.

Section 7 Notice. The Board will notify each Owner of a Lot which is subject to an Assessment of the amount of that Assessment no more than seven (7) days following the date the Assessment is made.

Section 8 Certification. The Board will issue, upon the request of an Owner, a certificate stating whether a particular Assessment on his Lot has been paid. The certificate is conclusive evidence of whether that Assessment has been paid. The Board is required to issue only one certificate per Assessment per Lot per quarter.

Section 9 Annual Assessments

A. Authority of Board. The Board will fix the amount of the Annual Assessment for each Lot An Annual Assessment shall be fixed for every year. For the purpose of the Annual Assessment, a year is a calendar year. The Board will fix the Annual Assessment no later than December 15 of the immediately preceding year for each calendar year.

B. Amount of the Annual Assessment The amount of the Annual Assessment will be determined in accordance with the projected annual financial needs of the Association. Such financial needs will be determined as if all Lots were occupied and as if the Association were in full operation. The Annual Assessment shall include separately identified components for: annual operating expenses other than security; annual security system expenses; and annual deposits into one or more reserve funds - in such annual amounts as will provide reasonable assurance of the availability of funds for those future non-annual maintenance, repair, and/or improvement expenses that will be needed to preserve the Property in a good state of repair, including anticipated maintenance and replacement. Each Lot shall be assessed uniformly.

C. Due Date. The Annual Assessment is due and payable in advance, in either four or twelve equal installments, as determined by the Board of Directors The installments are due either on January 1, April 1, July 1 and October I (if four installments) or on the first of each month (if twelve installments) of the year for which the Annual Assessment is made.

- DEC 4 -

Section 10 Special Assessments

A. Authority of Board. The Board may fix Special Assessments as, it deems necessary for capital improvements, repairs, and painting. The Board will fix the amount of the Special Assessments at least 14 days before the date the Assessment is due and payable.

The Board may fix Special Assessments for the maintenance and repair of additional exterior features of certain Townhouses. This includes, but is not limited to assessments for the maintenance and repair of' trellises, carports (if approved by Miami-Dade County), and similar exterior features which are part of a Townhouse. The Board shall make Special Assessments for these features only on those Lots where the features are located. Owners of lots without such features shall not be required to contribute to their maintenances and repairs.

B. Due Date. The due date of a Special Assessment must fall on the first day of any month which followed the date the Special Assessment is made. Payment must be made in advance for each Special Assessment fixed for a certain period by the Board.

. **Section 11** Nonpayment of Assessment

A If an Owner does not pay an Assessment when it is due, the Assessment is delinquent:

B. When an Assessment payment is delinquent, the Association has a right to:

(1) Assess a late fee of $15.00 to cover bookkeeping and collection.

(2) Assess interest calculated at 18% per annum from the date due until date actually paid.

(3) Accelerate all amounts due for Annual or Special Assessments plus interest calculated at 18% per annum from the accelerated due date until the date actually paid. The interest the accelerated amount due, and the late fee become part of the Assessment on a Lot on the date the Assessment become delinquent. The total amount is both a lien against the Lot on which the Assessment is made and the personal obligation of the Owners of the Lot at the time the Assessment comes due.

(4) If an Assessment payment is delinquent for more than 90 days, suspend the Member's voting rights.

C. If an Assessment is not paid, the Association may bring an action to foreclose the lien created against the Lot: The Association, if it prevails in the foreclosure action, is entitled to costs and attorneys' fees for the action. This includes costs for all appeals. The Association does not waive its right to foreclosure against any delinquent Assessment by not foreclosing on another delinquent Assessment.

Section 12 Priority of Assessment Liens

A. Such Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years.

B. It is the express intention of the parties that Assessment liens shall have priority over all second mortgages, unless the Association expressly subordinates an Assessment lien to a second mortgage.

C. Any conveyance of a Lot shall not affect the Assessment lien against it, except that sale or transfer pursuant to a mortgage foreclosure or a proceeding in lieu of foreclosure extinguishes all Assessment liens.

ARTICLE VI GENERAL PROVISIONS

Section 1 Effective Date. This Declaration becomes effective when it is recorded in the public records of Miami-Dade County, Florida.

Section 2 Duration. This Declaration runs with and binds the land and is enforceable for 99 years from the date it is Recorded.

Section 3 Enforceability

A. The Association or any Owner may enforce the Declaration by proceedings at law or in equity.

B. Waiver. If a party fails to enforce a provision of the Declaration, it does not waive the right to enforce any other provision.

C. If part of this Declaration is invalidated, that does not affect any other portion. The remaining parts of this Declaration remain in full force and effect.

Section 4 Amendment

A. Association's Right. The Association may amend this Declaration with a signed and recorded instrument executed for that purpose by an act of the Board or an act of **75%** of the Members. This right to amend is effective so long as the amendment does not materially affect the rights of the Owners, lienors or mortgagees of any Lot.

B. No amendment shall alter the subordination provisions of this Declaration without the prior express written approval of the affected lienors, mortgagees, and Miami-Dade County.

Section 5 Transfer of Any Interest in Property. Any party that receives an interest in any part of the Property takes subject to this Declaration.

Section 6 Fines and Suspensions

A. Members of the° Association or their tenants, guests, or invitees, who fail to comply with the requirements of these governing documents or violate the Rules and Regulations of the Association may be subject to suspension of their rights to use common areas and facilities and/or may be assessed a fine of not to exceed $100 per violation.

B. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed S1000 in the aggregate.

C The Board of Directors shall appoint a Fines Committee to hold hearings and assess suspension and/or fines. The Fines Committee shall consist of at least three members who are not officers, directors, or employees of the Association; or the spouse, parent child, or sibling, of an officer, director, or employee. If the Committee does not approve, by a majority vote, a proposed fine or suspension, no fine or suspension may be imposed. If there is a majority vote, the Committee shall submit a written recommendation of its findings to the Board of Directors. The Board then shall then either impose the recommended fine or suspension - or, at its sole discretion, impose one of lesser degree.

D. A fine or suspension shall not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before the Fines Committee.

E. The requirements of this section do not apply to the imposition of fines or suspensions upon any member because of the failure of the member to pay assessments. Fines and suspensions related to delinquent assessments are governed by the Section titled "Nonpayment of Assessment" in Article V of this Declaration.

F. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a Lot to have vehicular and pedestrian ingress to, and egress from the Lot including, but not' limited to, the right to park.

Section 7 Interpretation. If this Declaration conflicts with the By-Laws or Articles of Incorporation of the Association, this Declaration governs.

ARTICLE VII SPECIFIC PROVISIONS

Section 1 Architectural and Landscaping Control

A. Architectural and Landscaping Control is absolutely governed by the Board of Directors of the Association. In performing this function, the Board shall be assisted by, but not bound by, the Architectural Control Committee and Landscaping Control Committee created and defined in Article VI of the By-Laws of the Association (Appendix A to this Declaration) and by this Declaration.

B. Without the prior, written approval of the Board of Directors of the Association:

(1) no part of a structure shall be commenced, erected, placed or kept on the Property

(2) no existing structure shall be removed or demolished;

(3) no change, improvement or additions shall be made to the exterior of any structure;

(4) no change, improvement, or addition shall be made to the interior of a Townhouse which materially affects the structural components or the exterior of any Townhouse;

(5) the exterior of any structure shall not be painted;

(6) no material changes shall be made to the landscaping of that portion of any Owner's Lot designated as "Limited Common Area".

C. Procedure

(1) Each specific request for the required written approval must be submitted in writing to the appropriate Control Committee by the Owner and accompanied by a fee set by the Board of Directors.

(2) The Control Committee shall review the plans and specifications submitted for approval with each request, and then submit a written recommendation to the Board of Directors. The Board of Directors will issue a written statement of its decision within sixty (60) days following the request. The decision of the Board of Directors is final; there are no appeals.

(3) If the Board of Directors does not issue a statement either approving, denying approval, or requesting more specific information on a request within sixty (60) days following the request, no approval is required.

0

D. Criteria. It is intended that the Control Committees have great flexibility in determining the criteria used to make decisions. Each request must be reviewed using current criteria. No change m criteria shall be effective retroactively so as to deny a request which would have been approved before the change was made.

Section 2 Land Use. Lots shall be used only for residential purposes

Section 3 Easements

A. Utilities. Public utilities have an easement for the installation, use and maintenance of equipment on and under the Common Area in order to provide service to BRIDGEPOINT.

B. Any easements required by governmental authorities or by law are hereby granted.

C. The Association has an easement on the entire Property which it deems necessary to perform its duties and to enforce the provisions of the Declaration.

Section 4 Party Walls

A. Definition. Any wall built as part of a Townhouse which separates it Erom another Townhouse is a Party Wall Any wall which is built to separate two Lots, whether or not it is part of a Townhouse, is a Party Wall and part of both Lots which it divides. The Owners of the Townhouses joined by a Party Wall shall be automatically deemed to "Use" the Party Wall.

B. Repair and Maintenance .

(I) Duty. It is the duty of all Owners who use a Party Wall to keep it in good condition and to repair 1l

(2) Costs. The cost shall be shared by the Owners who Use the Party Wall in proportion to their Use. Proportionate amount of Use of a Party Wall by each Owner is determined by the Association for the purpose of this paragraph. Any Owner who repairs or maintains a Party Wall has a right of contribution from other Owners who Use it This right runs with the land and survives the sale of a Townhouse.

C Destruction or Damage

(I) By Casualty or Fire. An Owner who Uses a Party Wall which is destroyed or damaged shall restore 1l He shall have a right of contribution from any other Owner of his Lot and each Owner who Uses the Party Wall.

(2) Negligence. The negligence or willful acts of an Owner which damage a Party Wall may obligate him by law to contribute a larger than proportionate share to the total cost of repair.

D. Weatherproofing. -An Owner that causes an interior Party Wall to be exposed to the elements shall pay the entire cost of restoration.

Section 5 Other Structures

A. No temporary structures or fuel storage tanks are permitted on the Property

B. No obstruction to visibility may be placed on or by the roads at BRIDGEPOINT.

Section 6 Vehicles

A. No trucks, commercial vehicles, trailers, boats, campers or other similar vehicles shall be parked or stored in the Common Area or the Limited Common Area.

B. The Association has the right to remove vehicles which are improperly parked or stored. The Owner of the vehicle will be responsible for the cost of removal, and the cost will be assessed against the Owner who committed or permitted the violation. The Association has no liability for any damage which results from removal.

C. This Section does not apply to the temporary parking of trucks and commercial vehicles providing services to the Association or the residents.

Section 7 Nuisances. No noise or offensive activity is permitted on the property.

Section 8 Signs. No signs of any kind are permitted on the Property, except traffic regulation or direction signs which are installed and maintained by either a governmental agency or the association.

- DEC 8 -

Section 9 Glass Tinting. There shall be no foil or tint applied on any glass surface which faces the exterior of a Townhouse. .

Section 10 Pool Lake, and Recreational Facilities. Each Owner has the right to the full use and enjoyment of the facilities subject to the Rules made by the Association.

Section 11 Pets and Animals

A. No animal shall be kept or bred on the property for commercial purposes. No animal shall be kept or bred on the Common Area or the Limited Common Area.
B. Household pets may be kept as long as they are not livestock, game, or poultry.

Section 12 Satellite Dishes Only those satellite dishes which have been approved by the Board of Directors, as to both design and location and to the extent required and/or allowed by law, are permitted on the Property.

Section 13 Parking

A. Owners shall park their automobiles in the parking spaces on their Lot.

B. Visitors shall park only in spaces specifically designated for that purpose.

Section 14 Waste Disposal

A. The Property shall not be used as a dumping ground for waste.

B. Disposal. Garbage disposal will be carried out by Miami-Dade County. The Association has the right to make Rules regarding garbage disposal, including the placement and removal of receptacles.

Section 15 Oil and Mining. No oil development mining or quarrying activities, equipment or structures are permitted on, beneath or above the Property.

Section 16 Clothes Drying Clothes drying is prohibited in the Common Area and anywhere in public view.

Section 17 Damage to property

A The Owner is obligated to promptly repair and rebuild any part of his Townhouse which is damaged. This must be done in accordance with the original architectural plans and specifications. If the Owner fails to do so, the Association may enter the Lot and repair or rebuild. Costs incurred by the Association resulting therefrom shall become an Assessment on the Lot.

B. The Association is obligated to repair or rebuild the Common Area and the Limited Common Area in the event of damage.

C Insurance

(1) Common Area. The Association shall insure the Common Area against fire and casualty for the benefit of the Association.

(2) Lots. An Owner shall insure his Lot against fire or casualty for the maximum insurable value. Each Owner shall prove that his Lot is insured by presenting proof of insurance to the Association. If the Owner does not prove that his Lot is insured as described above, the Association has the right to insure the Lot. The cost of insurance in this circumstance will become an Assessment on the Lot

(3) Limited Common Area. The portion of the insurance benefits which the Owner is entitled to for damage to the Limited Common Area shall be turned over to the Association.

(4) Townhouse. The Owner shall use the insurance benefits he receives for damage to his Townhouse to repair or rebuild. If the Association finds it necessary to repair a Townhouse because the Owner fails to do so, the Owner shall turn over the insurance benefits he receives to the Association.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 1 Notice. Notice will be deemed sent if properly posted and mailed to the Owner at the last address he has given to the Association.

Section 2 Conveyance. Any conveyance of an interest to any part of the Property must expressly state that it is made subject to this Declaration.

Section 3 Cause of Action. The Association and/or an Owner shall have a cause of action against any party that fails to comply with the Declaration.

ARTICLE IX SALES AND LEASING

Section 1 Association Rights. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots, and expressly provided that the provisions of this Article shall not be used or interpreted to permit or in any way sanction unlawful discrimination or other violation of the law,
an Owner wishing to lease his Lot shall furnish the Board of Directors or authorized committee a copy of the proposed lease along with any standard transfer forms the Board of Directors may reasonably require prior to occupancy of the lot by the lessee. Further, the Association shall have the right. to require that a uniform form of lease of lease addendum promulgated by the Association be utilized. The Board of Directors shall have the absolute right to disapprove the proposed lease if the owner is delinquent in his maintenance assessments, or if the proposed lease would result in a violation of the Association's governing documents, or if the proposed lessee makes any material misrepresentations on the transfer forms. If disapproved the lease shall not be made. Any purported lease m violation of this provision shall be voidable at any time at the election of the Board of Directors. Iii regard to the sale of Lots, the Owner shall notify the Board of Directors of a proposed sale prior to occupancy of the Townhouse and shall furnish the Board of Directors with any standard transfer forms which may be required prior to occupancy of the Townhouse by the purchaser. In order to facilitate the Association's maintenance of a roster of Owners, the Association shall be provided with a recorded copy of the deed evidencing transfer of ownership of any Lot

Section 2 Security Deposits. Owners wishing to lease their Lots shall be required to place in escrow with the Association a security deposit in the amount of $5(X).00 or such greater amount as may be required by the Board of Directors from time to time. Owners or lessees shall be entitled to interest on security deposits. Security deposits may be used by the Association to repair any damage to the Common Area resulting from acts or omissions of tenants or their guests (as determined in the sole discretion of the Board of Directors). Owners will be jointly and severally liable with their tenants to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the acts or negligence of the tenant The Association shall provide written notice to the' Owners of its intention to impose a' claim on a security deposit and the reasons for imposing the claim. Security deposits shall be returned to the Owners if there are no existing claims on the security deposit and upon the termination of the lease
agreement.

Section 3 Liability and Eviction Rights.

A The liability of the Owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet his interest as provided herein. Every lessee shall take title subject to this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, as all may be amended from time to time. Any lease executed by an Owner shall provide specifically that (i) with the exception of modifications or amendments to the lease which pertain to the increase or decrease of rental payments, the lease may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of

Directors; (ii) the lessee shall not assign his interest in such lease or sublet the Lot or any part thereof without the prior consent in writing of the Board' of Directors. Further, the lease and any additional instruments the Association may reasonably require executed, shall provide (or be automatically' deemed to provide, absent an express statement) that the Owner irrevocably appoints the Association as his agent or attorney-in-fact in his place and stead to terminate the tenancy and evict any lessee who violates any of the terms of the foregoing documents or statutes or who violates the landlord/tenant laws of the State of Florida. The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. The Board of Directors shall notify the Owner of its intent to commence the eviction of the lessee and the reasons therefor. Owner shall thereafter have ten (10) days within which to resolve the violations or terminate the tenancy or lease and commence eviction proceedings.

B. Owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the lessee. This provision shall not obligate the Association to commence such proceedings and shall not relieve the Owner of his obligation to terminate the lease and evict the lessee for any of the above describe violations.

Section 4 Collection of Rents

In the event any assessments and installments are not paid within ten (I0) calendar days after the due date, the Association shall have the option of notifying the Owner/lessor of such delinquency by regular mail to the last address furnished to the Association by the Owner and shall notify lessee of same by regular mail to the Townhouse address. Upon receipt of such notice, lessee shall immediately pay to the Association the entire amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment: In the event the sums paid to the Association exceed the next regular rental payment, lessee is authorized to continue such deductions from month-to-month until lessee has been fully reimbursed for those sums paid to Association.

Section 5 Term of Lease

No Lot shall be leased for a term of less than three (3) uninterrupted months and no Lot shall be leased more than once during any consecutive twelve (12) month period. The Board of Directors shall have the authority to waive the foregoing requirements in cases resulting in undue hardship to the Owner, as determined within the sole discretion of the Board of Directors. Such waiver for documented cases of hardship shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner. By way of example, undue hardship shall include but not be limited to the death or illness of a tenant or transfer of a tenant for employment purposes.

Section 6 Processing Fee for Sales and Leases

Simultaneously with the giving of notice of an intention to lease or sell a Townhouse there shall be delivered to the Association a reasonable processing fee in the amount of Twenty-Five Dollars (525.00) or such greater amount as may be established by the Board of Directors from time to time. The processing fee shall be utilized to defray the Association's costs and expenses in connection with the transfer of a Lot including, but not limited to, the costs incurred in providing the Association's documents, Common Area keys and parking stickers to new purchasers or lessees.

Section 7 Occupancy and Guests

No Owner shall use or permit the use of his Lot for any purpose other than as a single-family residence and maintain his Lot in a clean and sanitary manner. Under no circumstances may more than one family reside in a Townhouse at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting in the Townhouse with the Owner or permitted occupant thereof. For purposes of this Article, salaried domestic workers and health care providers in residence will be considered family members. Each Townhouse shall have as a maximum limitation only one (1) domestic worker and one (1) health care provider. As used herein, "guests"

or words of similar import shall include only those persons who have a principal residence other than the Townhouse· unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Townhouse or more than one (I) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article, and the Board of Directors of the Association shall enforce same with regard for such purpose.

Section 8 Rules and Regulations

In addition to the Board of Directors authority to adopt reasonable rules and regulations governing the Commo Areas, the Board of Directors may also from time to time adopt reasonable rules and regulations, or amend those previously adopted, pertaining to the leasing, use and occupancy of the Lots.

. 04/17/2000

APPENDIX A TO THE DECLARATION OF
THE BRIDGEPOINT HOMEOWNERS ASSOCIATION, INC'

BY-LAWS OF THE
BRIDGEPOINT HOMEOWNERS ASSOCIATION, INC

ARTICLE I NAME AND LOCATION

The name of the Corporation is BRIDGEPOINT HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Association").

The principal office of the Corporation shall be located at the place of business of the Condominium and Association Management Firm most recently engaged by the Corporation. As of December 16, 1999, that firm was Guarantee Management Services, Inc, 111 Fontainebleau Boulevard, Miami, FL, 33172-4507.

Meetings of the Members and the Directors will be held at places within the State of Florida that the Board of Directors designates.

ARTICLE II DEFINITIONS

All terms used in the By-Laws which are defined in the Declaration of the Bridgepoint Homeowners Association are used as defined in the Declaration.

ARTICLE III MEMBERS

Section 1 Membership in the Association

Every Owner is a Member of and is entitled to Membership in the Association. Membership in the Association is appurtenant to and runs with the land and each Lot; Membership cannot be separated from Ownership of a Lot.

Section 2 Members' Voting Rights

A. Owners' Voting Rights. Each Member has one vote for each Lot he owns. If more than one party has an ownership interest in the same Lots the parties can cast only one vote among them for each Lot they own together.

B. Suspension. The Association can suspend the voting rights of any Member in accordance with the provisions of the Association's Declaration in Article V, Section titled "Nonpayment of Assessment".

C. Proxies. Members may vote in person or by proxy. Proxies must be m writing, signed and filed with the Secretary of the Association before each meeting at which it is to be exercised. A proxy automatically ceases with the conveyance by the Member of his Lot.

Section 3 Annual Meetings

The first annual meeting of the Members shall be held within one year of the incorporation of the Association. Each subsequent annual meeting shall be held on any day, in the same calendar month as the month the first annual meeting was held.

The Board of Directors shall designate the date and time of the annual meetings. The meetings shall be held no earlier than 7 p.m. on the designated day.

-DEC 13 -

Section 4 Special Meetings

Special meetings of the Members may be called by the Board, the President or by a 'written request of the Members who are entitled to cast at least' one quarter of the total votes m the Association. A special meeting may be called on any date designated by the party calling the meeting and maybe held no earlier than 7 p.m. on that date.

Section 5 Notice of Meetings

Written notice of the dates time and place of each meeting shall be sent by regular mail to each Member entitled to vote at the meeting no fewer than 15 days before the date of the meeting. The notice shall be sent to each Member at his address of record with the Association. Where more than one Owner is entitled to cast the single vote for a Lot, notice to a single Owner is proper notice.

Section 6 Quorum

The presence or proxies of the Members entitled to cast one-tenth of the total votes allowable at a meeting shall ' be a quorum for that meeting unless specifically provided elsewhere m these By-Laws, or in the Articles or the Declaration of the Association. If less than a quorum is present, there shall be no meeting. The Board of Directors shall reschedule the meeting as described m Section 3 of this Article.

ARTICLE IV BOARD OF DIRECTORS

Section 1 Number, Qualifications, Term

The number, qualifications and terms of the Directors shall be as specified in the Articles of Incorporation, Article VII, Section 3.

Section 2 Compensation

Directors are not entitled to receive compensation for services rendered to the Association. Directors shall be reimbursed by the Association for actual expenses incurred in the performance of duties.

Section 3 Manner of Acting, Quorum

The presence of fifty-one percent of the Board shall be a quorum for any meeting. The Board may take action by majority vote of the Directors present If a quorum is not present for a meeting, there shall be no meeting. The Directors shall reschedule the meeting.

Section 4 Removal

Any Directors may be removed by a majority vote of the Members.

Section 5 Vacancies

In the event of death, resignation, or removal, vacancies on the Board shall be filled by a majority vote of the remaining Directors, though the number is less than a quorum. A Director elected to fill a vacancy shall serve for the unexpired term of his predecessor in office.

Section 6 Action Taken Without Meeting

The Directors have the right to take any action without meeting which they could have taken at a meeting. This is done by obtaining a written, signed approval of the action from each Director, and a written, signed waiver of meeting from each Director. Any action taken by the Board using this procedure shall have the same effect as action taken at a meeting.

- DEC 14 -

A. Regular Meetings. The first regular meeting of the Board shall be held within one month following the first annual meeting of the Members. Subsequent regular meetings of the Board shall be held monthly without notice at a time and place fixed by the Board at the previous meeting.

B. Special Meetings. Special meetings of the Board may be called by the President or by any two Directors. The parties calling the special meeting shall fix the time and place for the meeting and shall provide at least 3 days' notice to each Director.

Section 8 Powers of the Board

The Board has the power to:

A. Collect Assessments as provided for the in Declaration, and use the Assessments to carry out its duties and powers described in the Declaration and in these By-Laws.

B. Adopt and publish rules governing the use of the Limited Common Area and the Common Area by the Members, their delegates and tenants.

C. Exercise all rights and powers of the Association granted by the Declaration, these By-Laws, and the Articles of Incorporation.

D. Employ, for the benefit of the Association or the Property, independent contractors, managers or other employees as it deems necessary.

E. Declare the office of any Director who is absent from 3 consecutive regular meetings to be vacant.

Section 9 Duties of the Board

It is the duty of the Board to:

A. Set the annual budget for the Association.

B. Assume fiscal responsibility for the Association.

C. Keep a complete record of all its acts and corporate affairs, and present a statement thereof to the Members at the annual meeting.

D. Perform all duties appointed to it in the Declaration.

E. Obtain and maintain adequate liability and hazard insurance on the parts of the Property owned by the Association.

F. Supervise the agents, officers, employees, and independent contractors of the Association to ensure that their duties ·are satisfactorily performed.

ARTICLE V OFFICERS

Section 1 Number, Qualifications, Terms of Office, Duties

The number, qualifications, terms of office and duties of Corporation Officers shall be as specified in the Articles of Incorporation, Article VII.

Section 2 Election

Permanent Officers, as defined in the Articles of Incorporation, Article VII, shall be properly elected members of the Board of Directors and shall be elected annually by the Board of Directors at its first meeting after the annual membership meeting.

Section 3 Compensation

Officers are not entitled to receive compensation for service rendered to the Association. Officers shall be reimbursed by the Association for actual expenses incurred in the performance of duties.

Section 4 Removal

Any Officer may be removed from office by the Board.

Section 5 Vacancies

The Board shall appoint a replacement Officer to fill a vacancy created by death, removal or resignation. The replacement Officer shall serve for the unexpired term of his predecessor office.

Section 6 Multiple Offices

There is no prohibition against any person holding multiple offices.

ARTICLE VI COMMITTEES

Section 1 Creation of Committees

The Board may establish Committees, appoint the members thereof, and delegate powers to the Committees where necessary.

A Committee must consist of at least one Director and one Member as well as any other persons the Board deems necessary, except as otherwise provided herein.

Section 2 Architectural Control Committee and Landscaping Control Committee

Permanent Committees of the Association shall include, but not necessarily limited to, an Architectural Control Committee and a Landscaping Control Committee. These committees shall consist of at least three members appointed by the Board of Directors. These two committees shall be operated in accordance with the policies and procedures specified in the Declaration of the Association, Article VII, Section titled -"Architectural and Landscaping Control".

ARTICLE VII GENERAL

Section 1 Books and Records

The books and records of the Association Shall be open to any Member for inspection at the principal office of the Association during reasonable business hours.

Section 2 Amendments

These By-Laws may be amended by a majority vote of the Board at a duly conducted Meeting of the Board as long as such amendment does not materially affect the rights of the Owners, Members, lienors or mortgagees of any lot.

- DEC 16 -

Section 3 Fiscal Year

The fiscal year of the Association shall run from January 1 to December 31 of the same calendar year. The first fiscal year of the Association shall begin on the date of incorporation and end on December 31, 1984.

Section 4 Interpretation

In the case of any conflicts between the Articles or the Declaration and these By-Laws, the By-Laws shall not ' govern.

Section 5 Meeting Procedure

All meetings conducted pursuant to these by-laws shall be governed by Roberts Rules of Order or another, similar system of parliamentary procedure.

APPENDIX B TO THE DECLARATION OF THE BRIDGEPOINT HOMEOWNERS ASSCCIATION, INC.

ARTICLES OF INCORPORATION OF THE BRIDGEPOINT HOMEOWNERS ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

In compliance with the laws of the State of Florida, the undersigned, all being sui juris and residents of Miami-Dade County, Florida, do hereby voluntarily associate ourselves for the purpose of forming a corporation not for profit, and do hereby certify.

ARTICLE I NAME

The name of the Corporation is BRIDGEPOINT Homeowners Association, Inc. (the "Association").

ARTICLE II REGISTERED AGENT AND OFFICE

As of December 16, 1999, the registered agent of the Corporation is Maria Victoria Arias, who is located at the Law Offices of SIEGFRIFD, RIVERA, DE LA TORRE & SOBELP.A., at 201 Alhambra Circle, Suite 1102, Coral Gables, FL, 33134.

The principal office of the Association is located at the place of business of the Condominium and Association Management Firm most recently engaged by the Corporation. As of December 16, 1999, that firm was Guarantee Management Services, Inc., Ill Fontainebleau Boulevard, Miami, FL, 33172-4507.

ARTICLE III DEFINITIONS

All terms used in the Articles which are defined in the Declaration of the Bridgepoint Homeowners Association are used as defined in that Declaration.

Section 1 Purposes

The general purposes of the Association are as follows:

A. To promote the health, safety and welfare of the Owners of the Property which is contained within the area legally described in Exhibit "A" hereto.

B. To maintain and repair all common areas and limited common areas described in the Declaration of the Association.

C. To operate without profit for the sole and exclusive benefit of its members.

D. To perform all of the function's contemplated for the Association in the Declaration of the Association, which is to be recorded in the Public Records of Miami-Dade County, Florida.

Section 2 Powers

The general powers that the Association shall have are as follows:

A To hold funds solely and exclusively for the benefit of the Members for purposes set forth in Article IV, Section 1 of these Articles of Incorporation.

B. To make Rules which bind the Members of the Association to effectuate the purposes of the ' Association.

C. To enforce the By-Laws and Declaration of the Association.

D. To make agreements to effectuate the purposes for which the Association is organized.

E To delegate power where such is deemed in the interest of the Association.

F. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property except to the extent restricted hereby to enter into, make, perform or carry out contracts of every kind with a person, firm, corporation or association; and to do any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the state of Florida.

G. To fix assessments to be levied against property in order to defray expenses and costs of effectuating the objectives and purposes of the Association, and to create reasonable reserves for such expenditures.

H. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

I. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE V CORPORATE EXISTENCE

This Corporation shall exist perpetually.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1 Membership in the Association

Every Owner is a member of and entitled to membership in the Association. Membership in the Association is appurtenant to and runs with the land and each Lot membership cannot be separated from Ownership of a Lot

Section 2 Member's Voting Rights

A. Owners' Voting Rights. Each Member, except the Developers has one vote for each Lot owned. If more than one party owns a single Lot, the parties can cast only one vote among themselves for each Lot they own together.

B. Developers'. The Developer has three votes for each Lot it owns. However, either: (1) when the number of votes held by the Developer is fewer than the total number held by all other Owners, or (2) after January 1, 1988, whichever comes first, the Developer shall have one vote for each Lot it owns.

ARTICLE VII OFFICERS AND DIRECTORS

Section 1 Number of Officers

There shall be three permanent officers of the Association: The President, the Secretary; and the Treasurer.

The Board may create other offices (such as the Assistant Secretary and the Checking Account Custodian defined in the below Sections 2-C and 2-E) as necessary. These are designated Special Offices, that the Board may fill or leave vacant from time to time, as it sees fit.

Section 2 Duties of officers

The duties of officers are as follows:

A. President: to preside at Board meetings; to see that all orders and resolutions of the Board and of the Members are carried out; Secretary shall co-sign all checks on behalf of the Association. The President must be a director of the Association when he or she is elected and at all times while holding office.

B. Secretary: to keep and affix the corporate seal as necessary, to supervise the Assistant Secretary in the performance of his or her duties, and to perform said duties at any such time as that Special Office is vacant, or the incumbent is unable to perform his or her duties; and to perform other duties required by the Board.

C: Assistant Secretary. to serve under the supervision of the Secretary, to record all votes cast by the Members or the Board; to keep the minutes of Board and Members' meetings; to serve all notices required by the By-Laws and the Declaration; and to perform other duties required by the Board.

D. Treasurer: to co-sign all promissory notes on behalf of the Association; to prepare an annual budget and income statement for the Association; to supervise the Checking Account Custodian in the performance of his or her duties, and to perform said duties at any such time as that Special Office is vacant or the incumbent is unable to perform his or her duties; and to perform other duties as required by the Board.

E. Checking Account Custodian: to serve under the supervision of the Treasurer; to deposit all monies received in behalf of the Association in the, appropriate bank accounts; to disburse the funds of the Association as directed by the Board; to sign all checks on behalf of the Association; to keep proper books of account and to perform other duties as required by the Board. While serving as Checking Account Custodian the incumbent shall at all times be personally licensed by the State of Florida as a Condominium and Homeowner Association Manager, and shall be included m the definition of persons covered by an "Employee Theft" Fidelity Bond for which The Bridgepoint Homeowners Association, Inc is the "Insured".

Section 3 Number of Directors

The Corporation shall have five Directors. Each Director must be a Member of the Association. At each annual meeting, the Association Members shall elect the same number of Directors as the number of existing Directors whose terms expire as of the annual meeting, with each new Director to be elected for a two-year term.

Section 4 Identity of Directors

The five Directors of. the Corporation as of the date of this Amendment (with terms of office as indicated) are:

Julia Mast (2nd year of two-year term)
7020 S.W. 54th Street
Miami, Florida 33155

-DEC 20-

Kathy Klock (2nd year of two-year term)
7140 S.W. 55th Terrace
Miami, Florida 33155

Roger Toledano (1st year of two-year term) 5560
S.W. 70th Place
Miami, Florida 33155

David Smith (1st year of two-year term) 6950
S.W. 55th Terrace
Miami, Florida 33155

David Adler (1st year of two-year term, resigned, not yet replaced) 7120
S.W. 54th Street
Miami, Florida 33155

ARTICLE VIII TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and any of its Directors or Officers, or between the Association and any other organization in which one or more of its Directors or Officers are Directors or Officers of or have a financial interest in a participating organization shall be void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact the said Director or Officer may be interested in such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE IX INDEMNIFICATION

A. The Association shall indemnify any Director or Officer of the Association who is made a party to or is threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director or Officer of the Association or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(1) against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid m settlement actually and reasonably incurred by him in connection with any action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and

(2) against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

B. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not; of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

C. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been ad judged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

D. Any indemnification under Article IX, Section A (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Article IX Section A. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority of Members of the Association representing a majority of the total votes of the membership.

E. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director of Officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

F. The indemnification provided by this resolution shall not be deemed exclusive of any other rights to which the Association's Directors, Officers, employees or agents may be entitled under the Association's By-Laws, an agreement, a vote of members or disinterested Directors or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a Director, Officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

G. Notwithstanding the foregoing provisions, indemnification provided under this resolution shall not Include indemnification for any action of a Director, Officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right to indemnification herein provided.

H. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer or employee of the Association in any of his capacities as described in Article IX, Section A whether or not the Association would have the power to indemnify him under this Article.

I. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE X BY-LAWS

The By-Laws of this Corporation shall be adopted by the first Board of Directors of the Corporation and shall be recorded in the Public Records of Miami-Dade County, Florida.

ARTICLE XI AMENDMENTS

These Articles may be amended, altered or repealed by a 75% vote of the entire membership of the Association.

.

ARTICLE XII FHA/VA/FNMA/FHLMC APPROVAL

As long as the Developer holds 3 votes for every lot owned, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: mergers and consolidations,

mortgaging of Common Area, dedication to a public body of any Common Area, dissolution and amendment of these Articles, and annexation of additional properties. Further, the above actions will require prior approval of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation where either of such entities has an interest.

ARTICLE XIII DISSOLUTION

The Association may be dissolved with the written consent of the members entitled to cast at least 2/3 of the votes in the Association- 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

-DEC 23-

EXHIBIT A TO THE ARTICLES OF INCORPORATION OF THE BRIDGEPOINT HOMEOWNERS ASSOCIATION, INC

Legal Description

The South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 54 South, Rang 40 East, Miami-Dade County, Florida, lying West of the Florida East Coast Railroad, less the South 47 feet thereof, less the West 35 feet thereof, and less the area bounded by the North line of the South 47 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 23, and bounded by the East line of the West 35 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 23, and bounded by a 25 foot radius arc concave to the Northeast, said are being tangent to both of the last described lines.