

THE VILLAGE OF DORAL GREENS

**LENNAR HOMES, INC.**

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## VILLAGE OF DORAL GREENS

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## STATEMENT OF DISCLOSURE

OF

### VILLAGE OF DORAL GREENS

We are pleased to provide you with this document booklet which contains the various documents relative to the Village of Doral Greens project ("Project"). We have prepared this Statement of Disclosure to provide prospective purchasers with the basic plan for the development of the Project; a brief discussion of the purposes of the various documents contained in this booklet; and information concerning the operation of the Village Association responsible for the village known as the Village of Doral Greens. This discussion is intended to assist you in understanding the documents, but is neither intended nor should it be considered a substitute for the reading of each document or for obtaining legal counsel, if required.

### PLAN OF DEVELOPMENT

DORAL PARK JOINT VENTURE, a Joint Venture consisting of Lennar Homes, Inc. and Doral Park Corporation, both Florida corporations ("Developer") is constructing upon a tract of land in the Doral Park Development, hereafter sometimes referred to as the "Development", located in Dade County, Florida, a project known as The Village of Doral Greens. The Project is one of many projects located in the Development and as presently planned the Project shall consist of approximately one hundred six (106) townhome units.

In order to implement the Plan and to preserve the amenities of the Project, the Developer shall enter into a series of land use and related documents which will, among other things, declare covenants, restrictions and easements relative to the Project.

The Developer has formed a Florida corporation, not-for-profit, which shall own land, operate, administer and manage the Association and maintain the land owned by the Association.

This Association is called the Village of Doral Greens Association, Inc. ("Association"). The Association will be turned over to the Unit Owners as described in the Articles of Incorporation of the Association. In order to carry out its purposes, the Association shall have lien rights, powers of enforcement and rule-making authority to carry out the provisions of these documents. Each purchaser, upon obtaining title to his unit, automatically becomes a member of the Association and thereby acquires, as an appurtenance to his unit, all rights of use in the common open space reserved to members under the documents. The Developer will initially control the Association and will retain control during the period described in the Articles of Incorporation for the Association.

Although the Owner of a Unit ("Owner") acquires his unit subject to the provisions of the Declaration of Covenants and Restrictions and other documents, the Developer has made every effort to preserve the independence and privacy of every Owner. The Project is not a condominium. Each Owner owns his own tract of land ("Lot") and the Unit thereon in fee simple. Each Owner shall be responsible for maintaining all portions of his Unit. In addition, each Owner shall be responsible for paying the costs of his own electricity, water and sewer usage and garbage collection and the insurance on his Unit, including his share in "Common Structural Elements", if any.

The Plan of Development, coupled with the architectural design and improvements at the Project provides a concept of community dwelling which the Developer hopes will result in enjoyable living for all the Owners and their families.

### DESCRIPTION OF THE DORAL PARK DEVELOPMENT

The Doral Park Development is a planned country club community consisting of 593.88 acres of land. The Developer presently plans, but is not obligated, to build upon the Doral Park Development Lands a maximum of 3,500 housing units in ten separate villages including the Village of Doral Greens. The Villages will contain, but not be limited to, condominiums, townhouses, quadraplexes, villas and single family homes. Each village will have its own maintenance related association and each Owner of a residential Unit in a Village will be required to contribute to the cost of the maintenance of the Common Open Space as well as the cost of security in his particular

the proposed Country Club at such time as the Country Club Clubhouse is completed. In addition to the ten (10) separate villages, the Doral Park Development contains building sites for a Country Club with an eighteen (18) hole golf course, tennis club, offices, park, shopping center, and possibly a school.

The Developer has built a community gate house ("Community Gate House") at the entrance to the Development and has built a village gate house ("Village Gate House") at the entrance to the Village of Doral Greens. The Community Gate House is not manned by an attendant(s). When the Developer, in its sole discretion, determines the Community Gate House is no longer necessary, it will terminate the use of said Community Gate House and, at its option, demolish it or leave it standing as is.

The Village Gate House at the entrance to The Village of Doral Greens will be manned by an attendant(s) at such time as the Developer, in its sole discretion, determines it shall be manned, and when manned by an attendant(s), the Developer, in its sole discretion, will determine the days and hours the attendant(s) will be utilized. At such time as control of the Village Association is turned over to the residents of the Village, the Village Association and not the Developer, will determine the operation of the Village Gate House.

A Dade County resource recovery plant is in operation in the vicinity of the Development. As a result, occasionally there is smoke and/or unpleasant odors within the Development. Efforts are being made to alleviate this condition.

#### Membership in the Country Club

There are three types of memberships available in the Country Club: social, tennis and golf/tennis. A social member shall have the use of the health club, showers, swimming pool, dining room and bar, card rooms and meeting rooms and other clubhouse facilities not directly associated with golf and tennis memberships upon the payment of the established fees and costs thereof. Additionally, a social member may attend social events sponsored by the Country Club. The Unit Owners in this Project, and all Owners of residential Units in the Doral Park Development are required to become members of the Country Club. The cost of a social membership shall be \$30.00 per month for the first year of operation of the Country Club and may be increased by the Developer or its successors or assigns each year thereafter in an amount not to exceed 15% of the previous year's membership dues. No dues will be due from Unit Owners for a social membership until such time as the Country Club clubhouse has been issued a certificate of occupancy by Dade County, Florida. If the certificate of occupancy for the clubhouse is not issued by the time certificates of occupancy have been issued for one thousand five hundred (1,500) dwelling Units in the Doral Park Development, the obligation to become a social member of the Country Club shall be null and void. Golf and tennis memberships will be limited in number and, when available, will be subject to approval by the membership committee of the Country Club. Residents of the Doral Park Development will be given priority. The annual dues paid for a tennis or golf/tennis membership shall be in addition to the dues paid for a social membership. The Developer has built a separate tennis clubhouse as part of the Country Club. Seven tennis courts are ready for play. The golf/tennis membership will entitle the member(s) to unlimited use of the golf course subject to available starting times. The tennis and golf/tennis memberships are not transferrable to a new Unit Owner in the event you sell your Unit. Membership in the Country Club may not be confined to Owners of residential Units in the Doral Park Development and may be offered to the general public. All members of the Country Club shall be subject to all of the rules and regulations of the Country Club as same exist as of this date, and as same may be amended and revised from time to time. If a member of the Country Club violates any rules or regulation of the Country Club, the membership committee of the Country Club may suspend the membership of said member. If suspended, the obligation to pay dues shall continue as if no suspension had been imposed. The Developer or its successors or assigns may discontinue in whole or in part, the operation of the Country Club at any time within its sole discretion.

#### Boulevard Lighting and Landscape Maintenance

A special taxing district has been approved for street lighting on the dedicated roads throughout the Doral Park Development, and the Developer has applied for a special taxing district to maintain the landscaping on the dedicated roads throughout the Doral Park Development. The expense attributable to the street lighting is being collected by Dade County by the exercise of its taxing powers and is being collected in each homeowners tax bill. The application for the landscaping special taxing district is

subject to approval by the Dade County Commission. If such special taxing district is approved by the Dade County Commission, Dade County, Florida will require that the persons benefitting from the use of the dedicated roads in the Doral Park Development pay the cost of maintaining the landscaping thereof. That portion of the expense attributable to the Lots in this Project will be collected from individual Lot Owners by Dade County, Florida, by the exercise of its taxing powers. If the cost of maintaining said landscaping requires an allocation between and among the Lots subject to this Declaration and other properties in the Doral Park Development which benefit from said improvements, then said allocation shall be made at the sole determination of the Developer, who shall make such allocation on a fair and equitable basis.

At the closing each Purchaser of a Unit will be required to execute a joinder to the application for the Special Taxing District.

#### DESCRIPTION OF THE VILLAGE OF DORAL GREENS

This Project is located in the Village of Doral Greens, one of the ten anticipated Villages in the Doral Park Development.

The Common Open Spaces are intended for the exclusive use of the Unit Owners, their tenants and guests in the Village. The Common Open Space is presently owned by the Developer but is to be conveyed to the Village Association at such time as the Developer conveys title to ninety (90) percent of the Units to be developed on the Village Lands by Developer, or earlier as Developer elects.

The Village of Doral Greens Association, Inc. is a Florida non-profit corporation which has been established as the Village Association for the entire Doral Greens Village. The purpose of the Village Association is to promote the recreation, health, safety and welfare of all property Owners within the Village, including but not limited to, the improvement and maintenance of the properties owned or to be owned by the Association and the improvements thereon, payment of taxes and insurance upon property owned by the Village Association; the cost of security and emergency forces; and the cost of operation and management of the Village Association; expenses and liabilities incurred by the Village Association in connection with the enforcement of its rights and duties against members or others; maintenance of vacant property; the occasional repurchase or lease of property; mowing and edging of the grassed areas within each Lot not improved with landscaping or shrubbery or walled/fenced in, and maintenance of the wall contiguous to the northerly boundary of Doral Greens, including landscaping and irrigation.

A centrally monitored security system will be installed in each home in Doral Greens. The cost of the central monitoring system will be collected as part of the monthly assessments to the Association.

The Village Association will own certain roads, drainage facilities and open spaces for the benefit of its members. Reference is made to the Articles of Incorporation and the By-Laws of the Village Association, which are attached hereto, for a full description of the powers and duties of the Village Association. Additionally, pursuant to said Articles and By-Laws of the Village Association, a Declaration of Restrictions has been or will be recorded which provides for certain restrictions upon this Project, for the payments of the assessments as hereinafter described and other things as are more particularly described in said Declaration attached hereto.

The Articles of Incorporation, By-Laws and Declaration of Restrictions, as aforesaid, provide that the Village Association shall levy an annual assessment against each Unit in this Project. The purpose of the annual assessment is to provide funds necessary for the purposes of the Village Association and for the upkeep of its properties as provided for above. In addition to the annual assessment set by the Village Association, which is assessed against each Unit in the Project, the Village Association also has a right to levy special assessments and individual assessments against Units in the Project. These special and individual assessments are described in the Declaration of Restrictions.

Failure to pay an assessment of the Village Association may result in the filing of a lien by the Village Association against the purchaser's Unit.



## Declaration of Restrictions Covering the Village of Doral Greens

The Declaration sets forth the basic land use restrictions for the Project. The expenses of operating, administering, maintaining and repairing the Common Open Space are declared to be part of the Association expenses and are allocated to each of the units as part of its individual unit assessment.

The Association is given powers of enforcement and lien rights to enforce the land use covenants and secure payment of the unit assessments for Association expenses.

The Association expenses are allocated amongst the Owners in accordance with their shares as specified in the Declaration for the Village of Doral Greens. Association expenses are exclusive of any charges to any individual units for taxes, electricity, water, sewer and garbage collection.

## Articles of Incorporation and By-Laws of the Association

The Articles of Incorporation (the "Articles") of the Association will be filed with the Secretary of State of Florida and will set forth the purposes and powers of the Association and provide that each purchaser of a unit in the Project shall be a member of the Association. The Articles also provide for the qualification and membership of its Board of Directors during the period described in the Articles.

The By-Laws of the Association detail the everyday working features of the Association, such as how and when meetings of the membership, "Class Members" and Directors shall be held. The By-Laws also contain provisions relating to the preparation of the annual Association expense budget.

## Proposed Operating Expense Budget

The Proposed Operating Expense Budget sets forth the anticipated expenses of the Association. The Developer, in preparing the budget, does not have any actual operating experience for the Project on which to base the cost and expense figures for examining budgetary items. The Developer based the budgets on its experience in other developments similar to the Project. Accordingly, until the 31st day of December, 1992, each dwelling unit will be charged a share of such expenses using calculations based upon the assumption that dwelling units are presently available to share such expenses. The Developer does not guarantee that the budgets will not increase in future years; however, the Developer does guarantee that for the year covered by the budgets included in this document booklet it will not collect for assessments based upon amounts greater than the amounts shown in the budgets or based upon a fewer number of dwelling units.

The budget does not provide for any charges to particular units for individual unit real estate taxes or for electricity, water, sewer, or garbage collection, nor do they include any insurance premium required for coverage of the dwelling unit by any "Institutional Mortgagee". It is assumed that these charges will be billed directly to each particular unit Owner who will be responsible individually for the payments pursuant thereto.

Association expenses are collected by the Association from all Owners of Lots in the Project.

All assessments are payable monthly in advance. At the time of closing, the first month's assessment will be collected, along with a one-time working capital contribution equal to two months' assessments. The working capital contribution is needed to give the Village Association funds to cover start-up expenses.

## Miscellaneous Documents

In addition to the foregoing documents, a Form of Warranty Deed, Guaranty, Graphic Descriptions and Legal Descriptions have been included in this document booklet.

DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by Doral Park Joint Venture, a Joint Venture composed of Lennar Homes, Inc. and Doral Park Corporation, both Florida corporations, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of certain property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Project"); and

WHEREAS, Developer has established a land use plan for the Project and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Project hereafter committed to a land use plan and to this end does hereby subject the Project to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as VILLAGE OF DORAL GREENS ASSOCIATION, INC. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Project shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Village of Doral Greens Association, Inc., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "B" and "C" is a copy of the Articles of Incorporation and By-Laws, respectively, for the Association.

\* Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "The Project" shall mean and refer to that certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional lands that may be subjected to this Declaration by annexation.

Section 4. "Common Open Space" shall mean all real property owned, or to be owned by the Association for the common use and enjoyment of the Owners. The Common Open Space owned or to be owned by the Association when the first Unit is conveyed by the Developer is described as follows:

Tract "A" of Doral Greens, according to the Plat thereof, as recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Dade County, Florida.

Section 5. "Common Expenses" means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:

A. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Open Space, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.

B. Expenses of obtaining, repairing or replacing personal property in connection with any Common Open Space or the performance of the Association's duties.

C. Expenses incurred in connection with the administration and management of the Association.

D. Common water, sewer, trash removal, and other common utility, governmental, or similar services for the Units which are not separately metered or charged to the Owners, or which the Association determines to pay in common in the best interest of the Owners.

E. Expenses declared to be Common Expenses by the provisions of this Declaration, or the by the Articles or By-Laws.

Section 6. "Common Surplus" means the excess of all receipts of the Association over the amount of the Common Expenses.

Section 7. "Private Drives" shall mean and refer to that portion of the Common Open Space owned, or to be owned by the Association and used for pedestrian and vehicular access.

Section 8. "Lot" shall mean and refer to those Lots shown upon the recorded subdivision Plat or Plats of the Project with the exception of the Common Open Space, and on which shall be built Units.

Section 9. "Unit" shall mean and refer to a single family attached or detached housing unit built or to be built upon a Lot.



Section 10. "Developer" shall mean and refer to Doral Park Joint Venture, a Joint Venture composed of Lennar Homes, Inc. and Doral Park Corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development.

Section 11. "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender, or the Developer, holding a first mortgage on a Unit or Units.

Section 12. "Annexation" shall mean and refer to the subjecting of any portions of the Undeveloped Parcel to this Declaration.

Section 13. "Doral Park Development" refers to the entire group of residential units of all types which the Developer intends to construct upon the Doral Park Development Lands, together with the recreation facilities and other commonly used facilities, the Country Club of Doral Park, offices, park, school, shopping center and other commercial parcels.

Section 14. "Doral Park Development Lands" means and refers to the land upon which the Doral park Development is to be located and constructed. With the exception of this Project, the Doral Park Development is a projected plan of development only and nothing herein contained shall be construed as making it obligatory upon the Developer to construct said Doral Park Development, or to construct said Doral Park Development in accordance with any particular plan of development.

Section 15. "Builders" shall mean any Purchaser of one or more Lots from Developer for the construction and resale of Units contained therein.

Section 16. "Public Areas" shall mean all lands owned by the State of Florida, Dade County, Florida, any city, district or municipality which, to the extent permitted by governmental authority, are to be maintained by the Association.

Section 17. "County" shall mean Dade County, Florida.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Open Space which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. All provisions of this Declaration, the plat or plats of the Project, and the Articles of Incorporation and By-Laws of the Association;

B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Open Spaces;

D. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

E. The right of the Association to dedicate, sell or transfer all or any part of the Common Open Space to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed upon in an instrument signed by two-thirds (2/3) of the members of the Association and said instrument has been recorded.

F. The right of the Association to cease maintaining the grassed areas within a Lot (outside walled and fenced areas), said maintenance only includes mowing and edging of the grassed area and the trimming of hedges; it does not include irrigation or fertilization.

G. The right of the Association to make additions, alterations or improvements to the Common Open Space, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of two-thirds (2/3) of the votes of the Owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessments for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Open Space, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Open Space, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Developer owns any portion of the subject Property, Developer shall have the right to make any additions, alterations or improvements to the Common Open Space as may be desired by Developer in its sole discretion from time to time, at Developer's expense.

D. Easements are hereby reserved for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Open Space and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Open Space as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners of the Project, and their tenants, guests and invitees.

E. The Common Open Space shall be, and the same is hereby declared to be, subject to a perpetual non-exclusive easement in favor of all Owners in the Project from time to time,

and their tenants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

F. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, are hereby reserved over and across all roads existing from time to time within the Project, and over, under, on and across the Common Open Space, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Project. Also, easements are hereby reserved as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the Project, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any Lot which serve any other portion of the Project shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the Owner of the Lot. An Owner shall do nothing on his Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Lot and Unit to inspect, maintain, repair or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the event of an emergency, entry into any Unit shall be made with reasonable notice to the Owner.

G Developer (so long as it owns any Lots) and the Association, on their behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Open Space in favor of the Owners in the Project and their tenants, guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Project in favor of the Association and/or the Owners in the Project and their tenants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the association may deem desirable, for the proper operation and maintenance of the Project, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no joinder of any Owner or any mortgagee of any Lot shall be required or, if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the joinder of the Owners and Institutional Lenders of Lots so affected shall be required. To

the extent required, all Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

H. In the event any portion of any roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system, Unit or any other improvement as originally constructed by Developer or its designee, successor or assign encroaches on any Lot or Common Open Space, it shall be deemed that the Owner of such Lot or Common Areas has granted a perpetual easement to the Owner of the adjoining Lot or Common Open Space or the Association, as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by the Developer. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or other structure, if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

I. Developer reserves and shall have an easement over, upon, across and under the Project as may be reasonably required in connection with the development, construction, sale and promotion of the Project or any portion thereof.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Open Space, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 4. Permitted Uses. The Common Open Space shall be restricted to the following uses:

A. The Common Open Space, now and forever, shall be restricted hereby such that it shall be maintained as open space for the recreation, use and benefit of the Owners, including as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

B. The Private Drives, now and forever, shall be restricted such that they shall be used for the benefit of the Owners, their tenants, invitees and guests as and for the common access, ingress and egress and as an easement and right-of-way for the construction, operation and maintenance of utility services and drainage facilities. The Private Drives shall be kept free and clear of obstructions, except as is reasonable for construction, operation and maintenance of traffic and speed controls.

Section 5. Restrictions and Amendments. The Developer shall be entitled, at any time and from time to time, to plat and/or replat and/or to submit to condominium and/or to file a declaration forming a homeowners or property owners association on all or any part of the Project and to file restrictions and/or amendment thereto with respect to any portion or portions of the Project.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot which is subject to assessment.

Section 2. The Association shall have three (3) classes of voting membership:

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

Class B: Class "B" member(s) shall be the Developer, which shall be entitled to three (3) votes for each Unit or Lot on which no Unit is constructed, owned by the Developer. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) on December 31, 2000; or
- (c) At an earlier date than (a) or (b) above, at the option of Developer.

Class C: Class "C" Members shall be all Builders. Each Builder shall remain a Member so long as it owns a Lot. Upon the transfer of title of any Lot which is held for resale by a Builder, the Class "C" membership interest appurtenant to such Lot shall automatically be converted to a Class "A" membership interest, unless the Lot is resold to the Developer, in which case the membership shall automatically be converted to a Class "B" membership interest or unless the Lot is sold to another Builder, with the consent of Developer, in which case the membership shall not convert. Class "C" Members shall be entitled to one (1) vote for each Lot owned by said Builder.

## ARTICLE IV

### COVENANT FOR MAINTENANCE

Section 1. The Association shall at all times maintain the Common Open Space, the public right-of-way adjacent to the Project, until the formation of a special taxing district formed to maintain said public right-of-way, and any grassed area and hedges on each Lot so long as said grassed area is not fenced or walled in. The maintenance of the grassed area includes mowing and edging the grass and trimming of hedges only, it does not include irrigation and fertilization. In addition, the Association shall (i) maintain the pole lamps located on the front lawn of each Lot. The lamps will be operated by a photo-electric cell automatically turning it on at dusk and off at daylight. The Unit owner shall pay for the electricity, but shall have no control as to when the lamp is turned on or off. The guardhouse at the entrance to the Project shall be manned or unmanned, at the sole discretion of the Developer as long as Developer is in control of the Association, and thereafter at the sole discretion of the Association.

Section 2. Access - For the purpose of performing the maintenance authorized by this Article and Article XI hereof, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot(s) or the exterior of any improvements thereon, at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each Lot owned within The Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, 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 costs and reasonable attorneys' fees, shall also be the personal obligation of the person who as the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the



Project and for the improvement and maintenance of the Common Open Space, the public rights-of-way adjacent to the Project until the formation of a special taxing district, and the grassed area in front of a Unit on each Lot, so long as the grassed area is not fenced or walled in nor improved by the planting of shrubbery or ground cover.

Section 3. Developer's Assessment Guaranty. The Developer guarantees to initial purchasers of Units in the Project that the monthly assessments due from such purchasers as Owners of Units in the Project for items of common expense of the Association will not exceed the amount therefor reflected in the initial budget for the Association which is provided to such purchasers by the Developer during the calendar year in which the Developer conveys the first Unit in the Project and thereafter will not exceed 115% of the amount assessed to such purchasers during the prior year each year thereafter. This guaranty shall be in force only until the earlier of: (i) the date upon which a majority of the Board of Directors of the Association are elected by Unit Owners other than the Developer, or (ii) such earlier date as Developer elects to terminate this guaranty and pay its proportional share of assessments for common expenses of the Association based upon the number of Units owned by the Developer and offered for sale or lease. During the period of time this guaranty is in force and effect, the Developer, as owner of such Units as are owned by it, shall be relieved from the obligation of paying its pro rata share of assessments for common expenses of the Association, but instead shall be obligated to pay to the Association all sums in excess of sums due from all Unit Owners and Builders other than the Developer which are necessary to pay the actual expenses of the Association.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through a two-thirds  $\left(\frac{2}{3}\right)$  vote of its Board of Directors, may levy in any assessment year a special assessment against an Owner(s) to the exclusion of other Owners for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Open Space, including fixtures and personal property related thereto, if any, or (ii) the costs of work performed by the Association in accordance with Article XI hereof. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure proceedings and interest. Any Special Assessment levied hereunder shall be due and payable within the time specified by the Board of Directors in the action imposing such Assessment.

Section 5. Date of Commencement of Annual Assessments: Due Dates.

Except as otherwise set forth in Section 6 of this Article V, the annual assessments provided for herein shall commence as to each Lot on the first day of the month after a certificate of occupancy for the Unit constructed on said Lot is issued or upon sale of a Lot by the Developer to

other than a Builder, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Failure to fix the amounts of the annual assessments within the time period set forth above would not preclude the Board of Directors from fixing the assessment at a later date. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Association, may be collected on a quarterly or monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 6. Builders' Assessments. Each Builder as a Class "C" member, for each Lot, shall pay twenty-five (25%) percent of the annual assessment rate fixed for Class "A" membership until a Lot is sold by the Builder, or a Unit is built upon the Lot and a Certificate of Occupancy is issued, whichever first occurs, at which time a full assessment shall be paid by the Owner of said Lot. In the event Developer actually owes deficits as required by Article V, Section 3, Builder shall, in addition to paying 25% of the annual assessment, reimburse Developer for a pro-rata share of said funded deficits based on a percentage of Lots then owned by Builder in the Property at the time the deficits are owing by the Developer, but in no event shall the 25% of the annual assessment paid by a Builder plus the pro-rata share of the deficit paid by the Builder exceed the amount Builder would have paid if Builder paid 100% of the annual assessment for each Lot owned by the Builder.

Section 7. Working Capital Contribution. In addition to Assessments for Common Expenses, the first Owner acquiring title from Developer or a Builder to a Unit shall pay to the Association a contribution to a working capital fund of the Association in an amount equal to two (2) months' Assessments for Common Expenses, which shall be in addition to the Owner's responsibility for Assessments for Common Expenses. The working capital fund shall be used by the Association for start-up expenses or otherwise as the Board of Directors of the Association shall determine from time to time and need not be restricted or accumulated.

Section 8. Exempt Property. All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 9. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or

Section 4 shall be sent to all Members not less than ten (10) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast one-third (33-1/3%) of all the votes of the total membership shall constitute a quorum.

Section 10. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots unless there are both attached and detached single family Units or multi-family Units built or to be built on said Lots, in which case the Assessments for each type of Unit built or to be built on said Lots may differ so long as there are different benefits to be derived from the Association for each class of Units, but each class of Units will be assessed at a uniform rate, based upon a fraction, the numerator of which is 1 and the denominator of which shall be the number of that particular class of Units subject to Assessments, subject to Sections 3 and 6 hereof.

## ARTICLE VI

### DEFAULT

Section 1. Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

Section 2. Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all special assessments for Common Expenses, and/or for all other Assessments payable to the Association.

Section 3. Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a

claim of lien in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all assessments or other moneys owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

Section 4. Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement and/or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

Section 5. Rental and Receiver. If an Owner remains in possession of his Unit and the claim of lien of the Association against his Unit is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

Section 6. Subordination of Lien. The lien of the Association shall be superior to all other liens, save and except tax liens and any first mortgage recorded prior to the recording of a claim of lien by the Association, provided such mortgage secures an indebtedness which is initially amortized in monthly or quarter-annual payments over a period of not less than 10 years (provided, however, that any such mortgage may provide for changes in the interest rate and changes in the payments resulting therefrom, negative amortization, or for payment in full prior to such 10 year period). Where any person obtains title to a Lot pursuant to the foreclosure of such a mortgage, or where the holder of such a mortgage accepts as deed to a Lot in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for any Assessments or for other moneys owed to the Association which are chargeable to the former owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other moneys are Common Expenses collectible from all of the owners, including

such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage as described above, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law, or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other moneys due and owing by the former owner to the Association, and shall not be entitled to occupancy of the Unit or enjoyment of the Common Areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid Assessments and other moneys have been paid in full.

Section 7. Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other moneys owed to the Association, to any third party.

Section 8. Unpaid Assessments Certificate. Within 15 days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

Section 9. Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other moneys) of any of the provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

- A. Impose a fine against the Owner or tenant as provided in Section 10 hereof; and/or
- B. Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- C. Commence an action to recover damages; and/or

D. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the Project is located.

Section 10. Fines. The amount of any fine shall be determined by the Board, and shall not exceed Twenty-five (\$25.00) Dollars for the first offense, Fifty (\$50.00) Dollars for a second similar offense, and Seventy-five (\$75.00) Dollars for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within 10 days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall conduct a hearing within 30 days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than 10 days written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and produce evidence on his behalf. At the hearing the Board shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine levied against an Owner shall be deemed an <sup>dues</sup> assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable.

Section 11. Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing or the Owner shall result in any



damage to the Common Open Space, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles or the By-Laws, by any resident of any Unit, or any guest or invitee of any Owner or any resident of a Unit, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

#### ARTICLE VII

##### PLATTING AND SUBDIVISION RESTRICTIONS

As long as there is a Class B membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Project, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Project without the consent or approval of Lot Owners.

#### ARTICLE VIII

##### ARCHITECTURAL CONTROL

1. Establishment of Committee and Acceptance by Unit Owners. The Project created by this Declaration is a part and parcel of the Doral Park Development. Each Unit Owner, by virtue of his acceptance of a warrant deed, acknowledges the necessity of maintaining the physical appearance and image of the entire Doral Park Development as a quality residential community and additionally, that the success of the Developer in developing and selling the remaining portions of the Doral Park Development is closely related to the physical appearance and image of the completed portions of the Doral Park Development.

Accordingly, there is established a Committee known as the "Architectural Control and Maintenance Standard Committee" hereinafter referred to as "Committee" for a period terminating either on the thirty-first day of December, 1998, on the date that the last condominium or homeowner's association in the Doral Park Development comes under the control of its Unit Owners by their election of that association's Board of Directors or earlier at the option of the Developer, whichever shall first occur. The Committee shall be empowered to adopt and promulgate from time to time minimum standards architectural control and maintenance of the physical appearance of the Common Open Space, not only of this Project, but of all other Projects in the Doral Park Development. Additionally, the Committee will adopt standards for the Common Open Space to be owned by each Village Associations.

2. Members of Committee. The Committee shall consist of three (3) members designated by the Developer. Each member of the Committee shall be appointed by the Developer

and shall hold office until such time as he has resigned or has been removed and his successor has been appointed by Developer. Members of the Committee may be removed at any time without cause by Developer. The membership may include building and landscape architects, contractors, subcontractors and other persons that the Developer may deem sufficiently qualified to render an opinion as to architectural standards and minimum standards of maintenance.

3. Review of Proposed Construction. With respect to the Common Open Space and Lots of this Project, no building, exterior wall, fence or other exterior structure shall be commenced, erected or maintained, nor shall any exterior painted surfaces be repainted a color different than that originally painted by the Developer, nor shall any exterior addition or change or alteration be made to the exterior of any Building, nor shall there be any material modification of the landscaping until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and color and location in relation to surrounding structures and topography, by the Committee. The Committee shall approve proposals or plans and specifications only if submitted for its approval by the Association or Unit Owner and only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the entire Doral Park Development, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitations, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications the Committee may postpone review of any plans submitted for approval. Notwithstanding any provision of this Subsection, approval of the Committee shall not be required with respect to original construction performed or caused to be performed by the Developer. In the event the Association or a Unit Owner proceeds with improvements without submitting plans to the Committee or submits plans to the Committee and proceeds without the approval of the Committee, the Committee shall have the right but not the duty to take such action as is set forth in Subsection 6 of this Article IX and any other remedies as may be prescribed by law.

4. Maintenance and Repair Obligations. In the event any improvements to the Common Open Space fall into disrepair or are not maintained so as to create a dangerous, unsafe,

unsightly or unattractive condition, or otherwise violate this Declaration, the Committee has the right, but not the duty to take such action as is set forth in Subsection 6 of this Article IX and any other remedies prescribed by law. The obligations to maintain shall include but not be limited to exterior paint on any building, landscaping, paving, trash removal, repair of exterior building surfaces and vending machine maintenance.

5. Inspection. The Committee shall have the right to inspect from time to time the Common Open Spaces and Lots of the Project in order to determine whether the maintenance of same meet the minimum standards and any improvements constructed thereon meet the architectural standards.

6. Remedies in the Event of Non-Compliance. If the Committee shall find that the Common Open Spaces or the Lots are not being maintained in accordance with the minimum maintenance standards, or improvements to the Common Open Spaces or the Lots are not in compliance with the architectural standards of the Committee, the Committee shall issue a report to the Developer particularizing the deficiencies and the Developer shall thereafter submit the report to the Board of the Association or the Unit Owner, whichever is applicable. Within thirty (30) days of receipt of the report, the Association shall commence with the repair, maintenance or restoration specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work shall be the responsibility of the Association, if Common Open Space, or the Unit Owner, if a Lot or improvements thereon.

Each Unit Owner and the Association do hereby authorize and vest in the Developer the following powers should the Association or a Unit Owner fail or refuse to commence and complete maintenance, repair or restoration required by the report of the Committee:

(a) The Developer may let out for bid the work required by the report of the Committee, negotiate and accept bids and authorize contractors or subcontractors to enter upon the Common Open Space or Lot, whichever is applicable, for the purpose of performing the specified work, in which case the Developer shall be acting as the agent for the Association and/or the Unit Owner and the entrance upon the Common Open Space or the Lot, whichever is applicable, of those performing the work, shall be a lawful entry and shall not be deemed a trespass. Developer shall have the right to pay the contractors or subcontractors performing the work and the Developer is authorized in its own name to record a lien against the Association or the Lot, whichever is applicable, among the Public Records of Dade County, Florida, in the amount of the cost of said work that the Developer has expended which lien shall be deemed a lien against the Common Open Space or the Lot for which the work was performed, which lien shall remain in effect until such time as it is satisfied of record by the payment to the Developer of the monies expended by it together with interest at the rate of fifteen (15%) percent per annum from the date of the expenditure. The recordation of the lien is hereby deemed to constitute

constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien of the Developer. Each Unit Owner and the Association give and grant unto the Developer the power to foreclose its lien in the event that it remains unpaid and agrees that the procedures to be utilized in said foreclosure proceeding shall be those set forth in the Statutes of the State of Florida relating to the foreclosure of a mechanic's lien and any and all defenses or rights to contest are hereby waived.

(b) Alternatively, upon receiving the bids of contractors and subcontractors for the work required to be done by the report of the Committee, Developer may elect not to cause said work to be done, and notwithstanding that, to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to the Developer, the Developer shall then cause the work to be performed and to pay the contractors and subcontractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and subcontractors, Developer shall render to the Association a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and shall be forecloseable in the same manner as that set forth in Subsection 6(a) of this Section.

The report of the Committee shall be conclusive as to the nature of the work required to be done and the bids accepted by Developer shall be conclusive as to price.

7. At such time as the Committee is terminated according to Paragraph 1 of this Article IX, architectural control shall be subject to the following:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein including a change of the building exterior paint color, be made within the individual's lot line or property line until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

ARTICLE IX

BOULEVARD LIGHTING AND LANDSCAPE MAINTENANCE

A special taxing district has been applied for by the Developer to maintain the street lighting and landscaping on the dedicated roads throughout the Doral Park Development. The application for the special taxing district is subject to approval by the Dade County Commission, which approval has been granted for the street lighting district only. The Dade County Commission, Dade County, Florida requires that the persons benefitting from the use of the dedicated roads in the Doral Park Development pay the cost of maintaining the street lighting thereof. If the landscaping district is approved by the Dade County Commission, Dade County, Florida will likewise require that the persons benefitting from the use of the dedicated roads in the Doral Park Development pay the cost of maintaining the landscaping thereof. That portion of the expense attributable to the Lots in the Project will be collected from individual Lot Owners by Dade County, Florida, by the exercise of its taxing powers. If the cost of maintaining said landscaping requires an allocation between and among the Lots subject to this Declaration and other properties in the Doral Park Development which benefit from said improvements, then said allocation shall be made at the sole determination of the Developer, who shall make such allocation on a fair and equitable basis. Each Unit Owner will be required to join in the application for the landscaping taxing district at the closing of sale of a Unit by the Developer to the Owner.

ARTICLE X

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Lot in the properties shall fail to maintain the exterior of his Unit, other than those portions of the Unit to be maintained by the Association, in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance shall be assessed against the subject Lot and such assessment shall be a charge on the land and shall be a continuing lien upon the Lot. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the owner(s) of the Lot.

ARTICLE XI

PARTY WALLS AND PARTY FENCES

Section 1. Each wall which is built as a part of the original construction of the Units within a grouping of attached Units and placed on the dividing line between two or more Units shall constitute a party wall and each fence which is built as a part of the original construction of the Units and placed on the dividing line between two Lots shall constitute a party fence. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the party walls and party fences.

Section 2. The cost of reasonable repair and maintenance of a party wall and/or party fence shall be shared by the Owners who make use of the wall or fence in proportion to such use.

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

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

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

Section 6. In the event of any dispute arising concerning a party wall and/or party fence under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE XII

### CONVEYANCE OF COMMON OPEN SPACE TO ASSOCIATION

As such time as Developer conveys title to ninety percent (90%) of the Lots developed in the Project by Developer (and subject to the provisions hereof), or such earlier time as Developer elects, Developer shall convey title to the Common Open Space to the Association, which shall be obligated to accept such conveyance.

## ARTICLE XIII

### MANDATORY SOCIAL MEMBERSHIP IN THE COUNTRY CLUB OF DORAL PARK

Each Owner, by virtue of the ownership of a Unit, is a social member in the Country Club of Doral Park pursuant to the Covenant executed by the Developer, and recorded in Official



→ Records Book 11762 commencing at Page 3023 of the Public Records of Dade County, Florida (the "Covenant"). The Covenant provides for a mandatory social membership for each Owner and said Covenant requires a monthly payment from each Unit in a sum and pursuant to the terms and conditions therein contained. Said Covenant is for a term of 99 years as set forth therein, and the monthly sum due from the first day of each month per Unit is subject to being increased, as provided therein. The Covenant shall be deemed to be repeated and realleged as though it was fully set forth herein, and shall have the same force and effect as though it were fully set forth herein. The reference to the Covenant in this paragraph shall be deemed to include all Exhibits attached thereto. The foregoing includes not only each Unit Owner but the occupant thereof, if other than the Unit Owner; however, where a Unit is occupied by a party other than the Unit Owner, whether said occupancy is pursuant to a lease or otherwise, the social membership as to said Unit shall apply to the Unit Owner or the occupant, as specified in the aforesaid Covenant, and, notwithstanding same, it is the duty and obligation of the Unit Owner to make such payments as are required for such social membership. The definition as to a social membership and as to who is permitted to use the facilities per membership and under what terms, conditions and circumstances, and said party's rights and privileges, are as specifically provided in the Covenant. Social memberships shall commence and terminate as provided in the Covenant and each Unit Owner, by virtue of his acceptance of a Deed of Conveyance as to his Unit, or such other instrument as hereinbefore provided, agrees that the execution of this Declaration by the Association shall also be deemed to be an execution of the Covenant by said Association and the terms, conditions, duties, liabilities and obligations of the Covenant and Exhibits attached thereto, and the sums due thereunder, shall be deemed to have been entered into for the benefit of each Unit Owners and the members of the Association by the Developer of this Project, and the Association, and all monies due and to become due under the provisions of the Covenant although due by each Unit as provided therein, are and shall continue to be collected by the Association for the benefit of the Grantor or Organization as defined in the Covenant for the full term of the Covenant. Pursuant to the applicable provisions of the Covenant, each Unit in this Project is subject to a lien, and the Developer, by virtue of its execution of this Declaration, and the Association, by virtue of its execution of this Declaration, hereby confirms and reimposes a lien upon each Unit in this Project in favor of such entity as is provided for in the Covenant, and said lien is to secure the payment of the monthly sums due and payable from time to time on account of each Unit in this Project as provided in the Covenant. The Association, by virtue of its execution of this Declaration and Exhibits attached hereto, agrees to comply with the terms, conditions, duties, liabilities and obligations of the Covenant, and to assess each Unit and collect such sums as and when required by the lienor under the Covenant, including but not limited to, the payment by the Association of such assessments as

are received by them as to Units in this Project pursuant to the Covenant. All parties referred to in this Article XIV hereby agree that the conveyance of title to a Lot and Unit by Deed or other instrument, shall be deemed to have stated therein that said Deed or other instrument conveying said Lot and Unit is subject to the terms and provisions of the Covenant without specifically reciting same by virtue of the reference shall include all Exhibits attached thereto, including, but not limited to the Covenant.

#### ARTICLE XIV

##### USE RESTRICTIONS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat(s). Within these easements, no structure (excluding drives and walks), planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be directed in any easement strip for fire fighting access purposes. The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

Section 2. Wells and Septic Tanks. No individual wells will be permitted on any Lot within this Project, and no individual septic tanks will be permitted on any Lot, within this Project. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said Project in accordance with the standard requirements as provided for by the State Board of Health Regulations and the charge for said services, as set forth in the rate schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

Section 3. 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 4. Temporary Structures and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided, however, that Developer may place on the Project construction sheds, trailers or temporary sales offices or sales trailers used to facilitate the construction and sale of Lots and Units in the Project. No canvas, pipe, or other type of carport shall be placed

between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Project, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Units build in this Project or any ancillary building.

Section 5. 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 any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 6. Pets. No animals, livestock, or poultry of any kind, other than common, traditional house pets (i.e., dogs or cats, fish and caged birds), shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) each Unit is limited to a maximum of two (2) dogs and cats, (b) no animals whatsoever may be kept or maintained for commercial purposes, (c) no animals shall be permitted to remain on any portion of the Project which become an unreasonable nuisance or annoyance to other Owners, and (d) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the Common Open Space unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet.

Section 7. Visibility in Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 8. Clotheslines. No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the Project, provided, however, that upon written request to the Board by a majority of the Owners of the Association, the Board may, upon its sole discretion, permit on a revocable basis the location of collapsible, retractable or umbrellas type clotheslines or other equipment in the "back yard or patio" of the particular Unit whose Owner(s) have made such request.

Section 9. Barbecues. Barbecues may be located or permitted upon the back patio or yard of a Unit and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 10. Parking. No truck or van with more than a three-quarter ton capacity, no commercial vehicles, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the Project except that any of the above may be parked in a garage so long as the garage door is kept in a fully closed position while the vehicle is in said garage and boats with an overall length of under 24 feet may be parked in the fenced rear/side yard of a Unit and must be on a boat trailer. The term "commercial vehicle" shall include but not be limited to all automobiles, trucks and vehicular equipment including station wagons, which bear signs and shall have printed on the sides of same reference to any commercial undertaking or enterprise. Commercial vehicles in the process of loading or unloading shall not be considered parked so long as they are not kept in the Project overnight. Except as set forth above, no vehicle of any kind shall be parked in the Common Open Space or on any part of any Lot except in the driveway or garage.

Section 11. Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on any part of the Common Open Space and Lots except in the garages of each Unit and except in accordance with the rules and regulations promulgated from time to time by the Board.

Section 12. Antenna and Aerials. No antenna or aerial of any type shall be placed on the exterior of a Unit or on a Lot.

Section 13. Litter and Garbage Collection. No articles of personal property shall be hung or shaken from the doors or windows of any Unit. No Owner shall sweep or throw from his Unit any dirt or other materials or litter in any way upon the Project. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Project except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located near the roadways contiguous to the Unit but shall not be left outside for a period in excess of 24 hours and shall be subject to such additional rules and regulations as the Board may from time to time promulgate.

Section 14. Personal Property. No articles of personal property of Owners shall be placed on the Lot or the Common Open Space unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 15. Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees or shrubbery shall be removed from the Project, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the

Board, in its sole discretion, considers detrimental; provided, however, that Owners may place additional plants, shrubs or trees upon their respective Lots subject to approval by the Architectural Control and Maintenance Standards Committee.

In the event any Owner places additional shrubs or ground cover on either the front or back of his Lot, the Association shall no longer be responsible for mowing and maintaining the front or back of such Lot, as the case may be, and such Owner shall thereby assume responsibility for maintaining such portion of his Lot.

Section 16. Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Project.

Section 17. Windows, Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building and no foil, window tinting materials or shielding materials or devices shall be placed upon any windows or sliding glass doors which are part of his Unit, unless such awnings, canopies, shutters, foil, window tinting materials or shielding materials have been approved by the Board and the Architectural Control and Maintenance Standards Committee, which approval may be based on the aesthetic appearance of the properties.

Section 18. Utility Additions. No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Unit without the prior written consent thereto by the Board and all of the Owners within the block in which such Unit is located, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements, and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use of aesthetic appearance of the Project or any part or parts thereof are not impaired.

Section 19. Casualties. In the event that a Unit or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Open Space are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

Section 20. Reconstruction. Any repair, rebuilding or reconstruction account of casualty or other damage to any Common Open Space or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or any part or

parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board and the Committee, and the Owner of such Unit.

Section 21. Rights of Developer. Notwithstanding any provisions in this Declaration to the contrary, including the provisions of this Article XV, the Developer shall have the right with respect to the development of the Project to construct buildings and units and other improvements, including landscaping on the Project. The construction of buildings, units and improvements shall be of such type, nature, design, size, shape, height, materials and location, including the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Developer determines in its sole discretion without obtaining consent and approval of the Committee, the Association or its members, provided however, that same complies with the applicable building codes and zoning laws of Dade County, Florida, in force at that time.

Section 25. Disturbances. No owner shall make or permit any disturbing noises on any Lot or in any Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's Unit between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other residents of the Project, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 8:00 a.m.

## ARTICLE XV

### GENERAL PROVISIONS

Section 1. Execution of Documents Required by Dade County, Florida. The Developer's plan for the development of the Project may require from time to time the execution of certain documents required by the Dade County, Florida. To the extent that said documents require the joinder of any or all property owners in the Project, each of said Owners, by virtue of his acceptance of a deed to his Unit, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

Section 2. Reservation of Right to Own, Install, Provide and Maintain a Closed Circuit Television System, Telecommunications System, a Master Antenna System and Community Antenna Television System (CATV Service).

A. Developer reserves and retains to itself, its successors and assigns: (i) the title to any closed circuit television system, telecommunications system, master antenna system, and



related ancillary services and to the equipment including, but not limited to, conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon the Project and a perpetual easement for the placement and location of the Central System including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive; and (ii) a perpetual easement for ingress to and egress from the Project to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and (iii) the right to connect the Central System to such receiving source as Developer may in its sole discretion feel appropriate, including, without limitation, companies licensed to provide the CATV service in Palm Beach County, for which service Developer, its successors and assigns or designees shall have the right to charge the Association and/or individual Unit Owners a reasonable fee not to exceed the maximum allowable charge for CATV service to single family residences as charged within the general vicinity.

B. The Unit Owners acknowledge that the Central System described in Subsection A above includes, but is not limited to the CATV services as well as the ancillary services which may include security; medical, smoke and fire alert; information retrieval and so forth. Such Central System is offered as part of Developer's endeavor to provide a total environment to the Unit Owners and enhance the "way-of-life" at the Project.

Section 3. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Court costs and reasonable attorneys' fees for a proceeding at law to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed. Failure by the Association or by 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.

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

Section 5. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of eighty (80%) percent or more of the Lots, and thereafter by an instrument signed by the Owners of seventy-five (75%) percent or more of the Lots. Notwithstanding the above, (a) the Developer shall have the right to amend this Declaration without the consent of any Owner and/or Mortgagees to clarify any ambiguities or conflicts,

subject however, to the requirements, if appropriate, of approval by the County Attorney, and (b) Developer will have the right to amend this Declaration pursuant to Article VII without the consent of any Owners and/or Mortgagees. Any Amendment must be recorded.

Section 6. Developer Amendment Privilege. Notwithstanding anything to the contrary set forth in Section 5 of this Article XV, the Developer may amend any provision of this Declaration without the approval or joinder of the Owners or the Association, if required to do so to comply with the Rules and Regulations of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any other similar governmental institutional agency which desires to hold, insure or guaranty a mortgage on all or any part of the Project.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this \_\_\_\_\_ day of September, 1993.

DORAL PARK JOINT VENTURE

By: LENNAR HOMES, INC.

Attest: \_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Vice President

By: LENNAR PARK J.V., INC.

Attest: \_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Vice President

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing Declaration was acknowledged before me this \_\_\_\_\_ day of September, 1993, by M. E. Saleda and Morris J. Watsky, the Vice President and Assistant Secretary, respectively, of LENNAR HOMES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing Declaration was acknowledged before me this \_\_\_\_\_ day of September, 1993, by M. E. Saleda and Morris J. Watsky, the Vice President and Assistant Secretary of LENNAR PARK J.V., INC., a Florida corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

LEGAL DESCRIPTION

A portion of the North 1/2 of Section 20, Township 53 South, Range 40 East, Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of the NW 1/4 of said Section 20; thence Due South for 584.70 feet to a point of curvature of a circular curve to the left; thence to the left along said curve having for its elements a radius of 1909.86 feet and a central angle of 26°48'51" for an arc distance of 893.81 feet to a point; thence S63°11'09"W, radial to the last mentioned curve, for 43.00 feet to a point on the Westerly Right-of-Way line of N.W. 102nd Avenue, said point being the POINT OF BEGINNING of the parcel herein described; thence from the above established Point of Beginning continue S63°11'09"W for 145.62 feet; thence N86°42'18"W for 539.98 feet; thence S03°17'42"W for 176.30 feet; thence S04°44'04"E for 673.20 feet to a point on the Northerly Right-of-Way line of N.W. 52nd Street. said point lying on a circular curve concave to the Northwest, said point bearing S4°44'04"E from the center of said curve; thence Northeasterly, along said Northerly Right-of-Way line of N.W. 52nd Street, along said curve to the left having for its elements a radius of 673.20 feet and a central angle of 26°01'23" for an arc distance of 305.76 feet to the point of tangency; thence N59°14'33"E along the said Northerly Right-of-Way line of N.W. 52nd Street for 661.75 feet to a point of curvature of a circular curve to the left; thence Northeasterly, Northerly and Northwesterly along the said Northerly Right-of-Way line of N.W. 52nd Street and along the said Westerly Right-of-Way line of N.W. 102nd Avenue, along said curve to the left having for its elements a radius of 25.00 feet and a central angle of 90°00'00" for an arc distance of 39.27 feet to the point of tangency; thence N30°45'27"W along the said Westerly Right-of-Way line of N.W. 122nd Avenue for 347.59 feet to a point of curvature of a circular curve to the right; thence Northwesterly along the said Westerly Right-of-Way line of N.W. 102nd Avenue, along said curve to the right having for its elements a radius of 1952.86 feet and a central angle of 3°56'36" for an arc distance of 134.40 feet to the Point of Beginning.

Note: The above described parcel contains 12.5705 acres, more or less.

Prepared for:  
Lennar Homes, Inc.  
Job No. 88-6430  
December 18, 1991

Prepared by:  
Jack Mueller & Associates, Inc.  
Consulting Engineers & Land Surveyors  
9450 Sunset Drive - Suite 200  
Miami, Florida 33173  
Phone: (305) 279-5555

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of VILLAGE OF DORAL GREENS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 5, 1992, as shown by the records of this office.

The document number of this corporation is N50251.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
5th day of August, 1992.



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
VILLAGE OF DORAL GREENS ASSOCIATION, INC.

FILED  
92 AUG -5 PM 2:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapter 617, Florida Statutes, we, the undersigned natural persons competent to contract, acting as incorporators of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is VILLAGE OF DORAL GREENS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is located at 700 N.W. 107 Avenue, Miami, Florida 33172.

ARTICLE III

REGISTERED AGENT

MORRIS J. WATSKY, whose address is 700 N.W. 107th Avenue, Miami, Florida 33172, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND 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 maintenance and preservation of the Common Open Space, and as further set forth in the Declaration (which Declaration is referred to hereinafter), within that certain Project known as Village of Doral Greens; 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, and in furtherance of these purposes, 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 hereinafter and above, called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court of 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 of, 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 assent 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 Private Drives and Common Open Space to any Public Agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidation 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 assent 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 Chapter 617, Florida Statutes, by law may now or hereafter have and exercise.

#### ARTICLE V

#### MEMBERSHIP

Each Lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association,

which membership shall be held by the person or entity, or in common by the persons or entities, owning such Lot, except that no person or entity holding an interest or title to a Lot as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

## ARTICLE VI

### VOTING RIGHTS

The Association shall have three classes of voting membership:

Class A. Class A members shall be all Owners of Units with the exception of the Developer and Builder and shall be entitled to one vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. Class B member(s) shall be the Developer which shall be entitled to three (3) votes for each Unit or Lot on which no Unit is constructed, owned by the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;  
or
- (b) on December 31, 2000; or
- (c) At an earlier date than (a) or (b) above, at the option of Developer.

+ Class C. Class C members shall be all Builders. Each Builder shall remain a Member so long as it owns a Lot. Upon the transfer of title of any Lot or Unit which is held for resale by a Builder, the Class C membership interest appurtenant to such Lot or Unit shall automatically be converted to a Class A membership interest, unless the Lot or Unit is resold to the Developer, in which case the membership shall automatically be converted to a Class B membership interest, or unless the Lot, with no Unit built thereon, is sold to another Builder, with the consent of Developer, in which case the membership shall not convert. Class C members shall be entitled to one (1) vote for each Lot owned by said Builder.

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall be an odd number.

The names and addresses of the persons who are to act in the capacity of Director until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Jeffrey Murphy	730 N. W. 107 Avenue Miami, Florida 33172
Robert Hutson	730 N.W. 107 Avenue Miami, Florida 33172
Denise Guthrie	730 N.W. 107 Avenue Miami, Florida 33172

At the first annual meeting and at each succeeding meeting until such time as the Class B membership lapses, the members shall elect three (3) directors, each for a term of one (1) year.

At the first annual meeting after the Class B membership ceases to exist, 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 a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors; a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of



members. The names of the officers who are to serve until the first election of appointments are:

PRESIDENT	Jeffrey Murphy
VICE PRESIDENT	Robert Hutson
SECRETARY	Denise Guthrie
TREASURER	Denise Guthrie

#### ARTICLE IX

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in

good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made 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.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### ARTICLE X

##### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, 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 his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any 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 XI

BY LAWS

By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII

ANNEXATION

Residential Property, common area and recreational facilities may be annexed to the Property with the consent of two-thirds (2/3) of the members of the Association. Such Annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Palm Beach County, Florida.

ARTICLE XIII

AMENDMENTS

Proposals for the alteration, amendment or rescision of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes of the membership, except that the Board of Directors may amend these Article of Incorporation without the assent of the membership to correct any ambiguities, scrivener's errors or conflicts appearing within these Articles of Incorporation.

ARTICLE XIV

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of the 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 the purposes similar to those for which this Association was created. In the event 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. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

ARTICLE XV

DURATION

The corporate shall exist perpetually.

ARTICLE XVI

INCORPORATOR

The names and addresses of the incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Morris J. Watsky	700 N. W. 107th Avenue Miami, Florida 33172

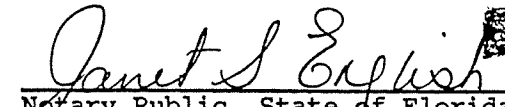
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constitution the incorporator of this Association, have executed these Articles of Incorporation this 28<sup>th</sup> day of July, 1992.

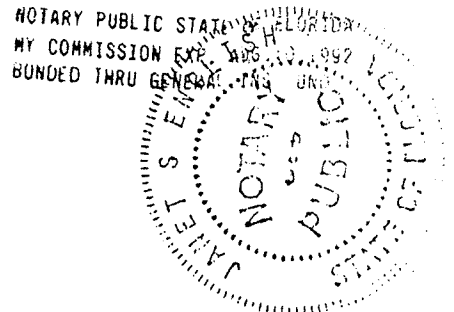
  
\_\_\_\_\_  
Morris J. Watsky, Incorporator

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, MORRIS J. WATSKY, to me well known and well known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and seal this 28<sup>th</sup> day of July, 1992.

  
\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:



CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OR PROCESS WITHIN  
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

---

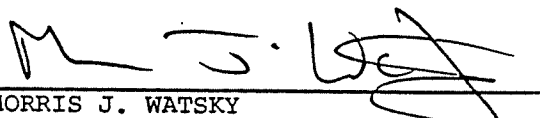
Pursuant to Chapter 48.091, Florida Statutes, the following is submitted  
in compliance with said Statute:

THAT VILLAGE OF DORAL GREENS ASSOCIATION, INC., desiring to organize  
under the laws of the State of Florida, with its principal offices at 700  
N.W. 107 Avenue, Miami, County of Dade, State of Florida, has named MORRIS J.  
WATSKY, whose office is located at 700 N.W. 107 Avenue, Miami, Florida 33172,  
as its agent to accept service of process within the State.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

-----  
ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated  
corporation, at the place designated in this Certificate, I hereby accept to  
act in this capacity, and agree to comply with the provisions of said Act  
relative to keeping open said office.

  
MORRIS J. WATSKY

BY-LAWS

OF

VILLAGE OF DORAL GREENS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is VILLAGE OF DORAL GREENS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 700 N.W. 107 Avenue, Miami, Florida 33172, 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

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meetings 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 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. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of members.

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-fourth (1/4) of all of the votes of the membership, as defined in the Articles of Incorporation.

Section 3. Notice of Meeting. 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 ten (10) days before

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.

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 the total 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 the meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the 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 Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The number of Directors on the Board shall be an odd number. The first Board of Directors shall have three (3) members, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting and at each succeeding meeting until such time as the Class B membership lapses, the members shall elect three (3) directors, each for a term of one (1) year.

At the first annual meeting after the Class B membership ceases to exist 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 a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three years.

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 obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting 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 or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the date of the next annual meeting, and such appointment shall be announced at each annual meeting. 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. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. 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 directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A 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 duly held meetings 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 Private Drives and Common Open Spaces, and the personal conduct of the members and their guests, thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights of, and the right to use of, the common 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 any 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;

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

(f) accept such other functions or duties with respect to, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

(g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

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

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of 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:

(i) fix the amount of the annual assessment against each Lot

at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every owner

subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which

assessments are not paid within thirty (30) days after the due date 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 certificates 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) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Property and other property as set forth in the Declaration to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers 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 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 which shall follow 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 be disqualified to serve.

Section 4. Special Appointment. 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 may be held by the same person. No person shall simultaneously hold more than one 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:

#### PRESIDENT

The President shall preside at all meetings of the Board of Directors; see that resolutions and orders 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.

#### 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.

#### SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of 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.

#### 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 checks 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 presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

#### 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, where copies may be purchased at a reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon

the property against which the assessment is made, and which are the personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: VILLAGE OF DORAL GREENS ASSOCIATION, INC., a Florida corporation not-for-profit 1992.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy.

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 day of January and end of the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify that:

I am duly elected and acting Secretary of the Village of Doral Greens Association, Inc., a Florida corporation not-for-profit, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Carmen Santurio, President

C O V E N A N T  
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WHEREAS, the Doral Park Joint Venture, a Joint Venture composed of LENNAR HOMES, INC. \* and Doral Park Corporation, both Florida corporations, hereinafter referred to as "Grantor", is the owner of the Property described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "Property", and;

WHEREAS, as Owner of the Property, Grantor wishes to impose a certain covenant on the Property which covenant shall run with the Property.

NOW THEREFORE, Grantor does impose, restrict and make applicable to the Property the following covenant:

1. The following definitions shall apply:

A. "Owner" shall mean:

1. The fee simple title holder of any single family residence, attached or unattached.
2. The title holder of any condominium parcel.
3. The fee simple title holder of any Improved Real Property improved with a multiple family dwelling which is rented or leased to the occupants thereof.
4. Any other person, firm or corporation which shall acquire or own any Improved Real Property in such form as may now exist or may be created from time to time.

B. "Grantor" shall mean the Doral Park Joint Venture composed of LENNAR HOMES, INC.\* and Doral Park Corporation, its assigns, nominees, and all successors in title to the real property described in Exhibit "A" attached hereto.

C. "Dwelling Unit" shall mean a single family residence or that portion of a multiple family structure designated as an apartment or intended to be used as a residence for a person or single family.

D. "Deed" shall mean any deed conveying real property or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, but not limited to, a deed to a condominium parcel, but not including a mortgage.

E. "Organization" means any such entity that grantor shall designate for the purpose of issuing social memberships in the Country

THIS INSTRUMENT PREPARED BY:  
HARRIS J. WATSON, Esq.  
ATTORNEY AT LAW

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Club and receiving the payment of dues therefor.

F. "Improved Real Property" means any parcel of land upon which a Dwelling Unit has been constructed.

2. From and after the first day of the month following the day that Grantor completes construction of the Country Club of Doral Park Clubhouse ("Clubhouse"), which Grantor plans, but is not obligated, to construct on a portion of the property described in Exhibit "B" hereto, and shall record an affidavit (hereinafter "Affidavit") amongst the Public Records of Dade County, Florida stating that the construction of the Clubhouse has been completed and until the expiration of Ninety-Nine (99) years from the date of recording of such Affidavit, each Owner of any Dwelling Unit located on any of the Property shall pay monthly dues to the Grantor or the Organization for each Dwelling Unit owned by such Owner. Owners of individual Dwelling Units (whether a single family structure or part of a multiple family structure) shall pay dues for one membership per month per Dwelling Unit. Owners of multiple family structures where the Dwelling Units are rented or leased to the occupant thereof rather than individually owned shall pay dues for one Membership per Dwelling Unit contained in such structure per month. Dues for each Dwelling Unit shall commence with the first day of the first month following the issuance of Certificate of Occupancy for such Dwelling Unit by the governmental unit having jurisdiction thereof, except that the payment of such dues may be postponed as hereinafter provided. The dues provided for herein shall be for social membership in The County Club of Doral Park ("Country Club") which shall entitle each Member to the use of all bars, dining rooms, health club, showers and card rooms in the Clubhouse and use of the swimming pool and all social events. The amount of the monthly dues to be paid for each social membership shall be established by the Grantor or organization annually. The initial monthly dues will be thirty (\$30.00) dollars per month and may be increased by the Grantor or organization annually by no more than fifteen (15%) percent.

Every parcel of land which is part of the Property and which shall be improved with a Dwelling Unit shall be burdened with the payment of such dues, which shall be payable monthly, in advance. The intention of the parties hereto is that the covenant requiring the payment of such monies shall run with the land and shall be binding upon all Owners who shall be Owners thereof during the period of time commencing with the recording of the Affidavit provided for herein and expiring Ninety-Nine (99) years from the date of the recording of such Affidavit. Every Owner, by acceptance of a Deed, shall automatically assume and agree to pay all dues which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the social membership in the Country Club pertaining to the property belonging to the Owner while such Owner remains an Owner. Every Owner or the occupant legally entitled to possession of a rental unit automatically becomes a social member of the Country Club and shall continue to be such member until he ceases to be an Owner, or ceases to be legally entitled to possession of a rental unit. Social membership shall permit such members and their immediate families living in the Dwelling Unit with them such rights and privileges as shall from time to time be granted by the Grantor or the Organization but these rights and privileges shall always include (i) the use of the swimming pool to be built, (ii) the use of the bars, dining rooms, health club, showers and card rooms located in the Clubhouse upon the payment of the established fees and costs thereof, and (iii) the participation in social events of the Country Club. Nothing contained herein shall prohibit the Grantor or the Organization from granting social membership

in the Country Club to the general public provided that covenants substantially similar to those contained herein are imposed thereon, and to permit members of the general public to use all of such facilities upon the payment of fees and costs established by the Grantor or the Organization. The grantor(s) of any of the Property hereby agree to include in any Deed a statement that such Deed is subject to the terms of this Covenant.

3. The grantee(s) of all or a portion of the Property by acceptance of a Deed to the Property hereby join in the execution of this Covenant for the purpose of binding themselves, their successors in title and assigns to the provisions hereof and to expressly acknowledge that the automatic social membership in the Country Club granted to Owners and occupants legally entitled to possession of any rental unit of any part of the Property, renders ownership of the Property and any part thereof more valuable than it would be otherwise.

4. Each Owner grants unto the Grantor a lien upon the Improved Real Property owned by such Owner and the improvements thereon to secure the payment of the monthly dues due and payable from time to time on account of every parcel of Improved Real Property together with interest at the rate of eighteen (18%) percent per annum, which interest shall commence to accrue when such dues remain unpaid for more than sixty (60) days. Such lien shall also secure reasonable costs of collecting such dues. Such lien shall be subordinate and inferior to the lien of any bona fide institutional first mortgage encumbering any Improved Real Property and the Grantor hereby subordinates the lien created hereby to the lien of any bona fide institutional first mortgage hereinafter encumbering the Improved Real Property. Nothing herein contained shall prohibit the Grantor or the Organization from suing for damages to collect any unpaid dues and in the event an action for damages is brought, the Grantor or the Organization shall also be entitled to collect interest, costs of collecting such dues, including reasonable attorney's fees, as set forth hereinabove in this paragraph. The Grantor or the Organization shall have all of the remedies provided for herein and any others provided by law and such remedies shall be collective and the bringing of one action shall not constitute an election or exclude the bringing of any other action. Liens for assessments under this Covenant shall be prior to the liens for assessments by condominium, homeowners or village associations.

5. Owner(s)' obligation to join the Country Club as a social member and pay the yearly assessment shall be null and void if the Clubhouse is not completed at such time as one thousand five hundred (1,500) Dwelling Units have been completed on the Property and Certificates of Occupancy issued evidencing said completion. Issuance of a partial or final Certificate of Occupancy and recording of the Affidavit required in Paragraph 1 hereof shall be deemed proof of completion of the Clubhouse.

6. This Covenant shall be a covenant running with the Property. When completed, the Clubhouse and other facilities set forth in Paragraph 1 hereto shall be available for the uses contemplated herein by Owners or persons legally entitled to possession of a rental unit of an Owner, in conjunction with such other persons as the Grantor or the Organization shall grant membership to, either social, golf or tennis, and shall be used only in accordance with and subject to the terms and conditions of the rules and regulations promulgated from time to time by the Grantor or the Organization. All privileges or obligations of the Grantor set forth herein are intended to and shall be binding upon or be for the benefit of the Grantor, its assigns, nominees and all successors in title, to the Property.



REC 11102 PGJUL20

7. Every condominium association, or homeowner's association administering any portion of the Property to which an Owner shall belong shall impose, as part of its regular maintenance or other means of contributions, against each Dwelling Unit contained on every Improved Real Property, the amount of the dues due and payable as provided for herein and shall collect same and forthwith remit the amount collected to the Grantor or the Organization; but nothing herein contained shall prohibit the Grantor or the Organization from enforcing the lien or bringing an action to collect the dues to which it is entitled herein as hereinbefore provided.

8. The developer of Improved Real Property may be excused by Grantor or the Organization from the payment of dues until such time as the dwelling unit built by him for resale or rental shall first be sold or rented. Thereafter the Grantor or the Organization may excuse an Owner of rental property from the payment of dues if a rental unit is unoccupied for a full month and the Owner files a statement with the Grantor or the Organization that the unit has been so vacant and if so excused a credit for the next ensuing monthly payment of dues may be made. The Grantor or the Organization may, but is not obligated to, excuse any parcel of Improved Real Property from the payment of dues for social membership provided for herein if the imposition of such dues conflicts with the rules or regulations of Federal Home Loan Mortgage Corporation. Any institutional lender becoming an Owner by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof shall be excused from the payment of dues while it is such Owner and has not placed any other person in possession of such Dwelling Units.

9. All persons who shall become Owners of all or a portion of Property, acknowledge that the provisions and enforceability of the foregoing were a material consideration in the conveying of such real property to the Owner and that the Grantor would not have made such conveyance had these covenants not been included and enforceable for the full period of time provided for herein.

10. In the event that any portion hereof shall be deemed invalid or unenforceable it shall not in any way affect the remainder or any portion hereof, except if it shall be determined that the dues provided for herein need not be paid, then the right of Owners to use the parcels described on Exhibit "C" shall cease at the option of the Grantor or the Organization.

11. In the event any social member violates the rules and regulations of the Country Club, the membership committee of the Country Club may suspend said member's membership for a period of time as determined by the membership committee. In the event of a suspension, said suspended member's obligation to pay dues to the Country Club, shall continue as if no suspension had been imposed.

GRANTOR has executed this Covenant this \_\_\_\_\_ day of \_\_\_\_\_ 1983

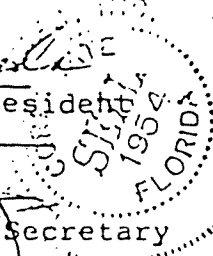
WITNESSES:

[Signature]

LENNAR HOMES, INC.

By: M. E. Saleda  
Vice President

Attest: [Signature]  
Asst. Secretary



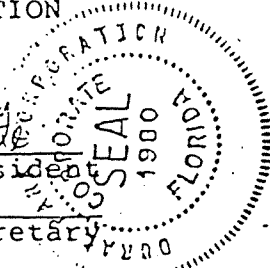
DORAL PARK CORPORATION

WITNESSES:

[Signature]  
[Signature]

Salvatore J. Branciforte V. President

Attest: [Signature]  
Joel Gray A. Secretary



STATE OF FLORIDA )

)ss.

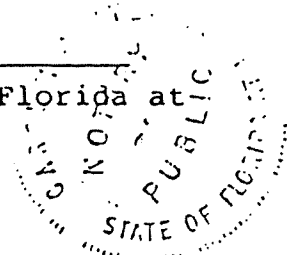
COUNTY OF DADE )

I hereby certify that on this 15th day of \_\_\_\_\_, 1983, before me personally appeared M.E. SALEDA and MORRIS J. WATSKY, Vice President and Assistant Secretary, respectively of LENNAR HOMES, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 20, 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

Notary Public, State of Florida at Large



STATE OF FLORIDA )

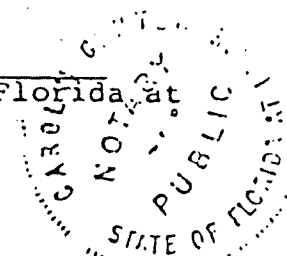
)ss.

COUNTY OF DADE )

I hereby certify that on this 15th day of \_\_\_\_\_, 1983, before me personally appeared SALVATORE J. BRANCIFORTE and JOEL GRAY, Vice President and Assistant Secretary, respectively of DORAL PARK CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

[Signature]  
Notary Public, State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 20, 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT A

DORAL PARK - SECTION 20 TWP 53S RGE 40E

LEGAL DESCRIPTION

All of Section 20, Township 53 South, Range 40 East, lying and being in Dade County, Florida, EXCEPTING THEREFROM the following described parcels:

The East 1/2 of the Northeast 1/4 of the Southeast 1/4;

AND

The East 857 feet of the Southeast 1/4 of the Southeast 1/4 less the North 50 feet thereof;

AND

The East 40 feet of the North 40 feet of the Northeast 1/4;

AND

Commence at the Northeast corner of said Section 20; thence South 0 degrees 00 minutes 33 seconds East, along the East line of the Northeast 1/4 of said Section 20, for 330.16 feet to the Northwest corner of Tract 31 as shown on the plat of "FLORIDA FRUIT LANDS COMPANY SUBDIVISION" of Section 21, Township 53 South, Range 40 East as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, being also the Point of Beginning of the following described parcel of land; thence continue South 0 degrees 00 minutes 33 seconds East along the last described course for 2003.96 feet to a point on the next described curve (said point bears South 82 degrees 48 minutes 19 seconds West from its radius point); thence Northerly along a circular curve to the right having a radius of 1909.86 feet and a central angle of 7 degrees 11 minutes 08 seconds for an arc distance of 239.52 feet to a Point of Tangency; thence North 0 degrees 00 minutes 33 seconds West along a line parallel with and 15 feet West of the East line of the Northeast 1/4 of said Section 20, for 1765.41 feet; thence South 88 degrees 43 minutes 02 seconds East for 15.07 feet to the Point of Beginning (said last mentioned three courses being coincident with the Westerly boundary lines of "DORAL ESTATES" as recorded in Plat Book 113 at Page 79 of the Public Records of Dade County, Florida)

RECORDED NOTE:  
DORAL PARK - SECTION 20 TWP 53S RGE 40E  
11762 3028

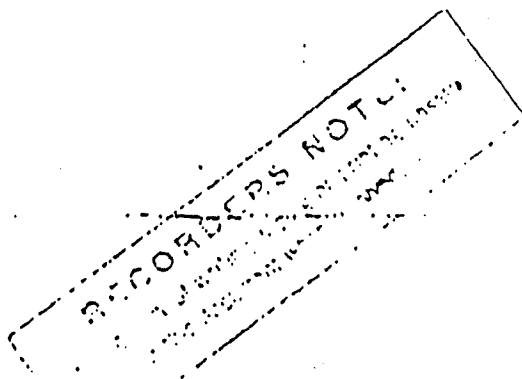
AND ALSO LESS

Commence at the Northeast corner of said Section 20; thence South 0 degrees 00 minutes 33 seconds East, along the East line of the Northeast 1/4 of said Section 20, for 469.99 feet; thence South 89 degrees 51 minutes 15 seconds West for 55.00 feet to the Point of Beginning of the following described parcel of land; thence South 89 degrees 51 minutes 15 seconds West for 58.54 feet; thence South 36 degrees 18 minutes 02 seconds West for 253.03 feet; thence South 29 degrees 17 minutes 02 seconds West for 445.92 feet; thence West for 183.30 feet; thence South 76 degrees 21 minutes 09 seconds West for 181.98 feet; thence North 86 degrees 25 minutes 08 seconds West for 179.12 feet; thence South 75 degrees 37 minutes 46 seconds West for 249.93 feet; thence South 68 degrees 48 minutes 51 seconds West for 726.12 feet; thence North 56 degrees 00 minutes 00 seconds West for 211.35 feet; thence South 67 degrees 09 minutes 31 seconds West for 274.18 feet to a point on the next described curve (said point bears South 61 degrees 34 minutes 43 seconds

West from its radius point); thence Northwesterly along a circular curve to the right having a radius of 1866.86 feet and a central angle of 9 degrees 03 minutes 50 seconds for an arc distance of 295.33 feet; thence North 70 degrees 38 minutes 33 seconds East, radial to the last described curve, for 307.00 feet; thence North for 410.00 feet; thence North 42 degrees 58 minutes 52 seconds East for 142.81 feet; thence North 7 degrees 00 minutes 00 seconds West for 360.00 feet; thence South 78 degrees 30 minutes 00 seconds East for 260.00 feet; thence South 86 degrees 58 minutes 34 seconds East for 1296.21 feet; thence North 76 degrees 30 minutes 00 seconds East for 125.00 feet; thence East for 175.00 feet; thence South 69 degrees 00 minutes 00 seconds East for 260.30 feet; thence South 0 degrees 00 minutes 33 seconds East, along a line parallel with and 55 feet West of the East line of the Northeast 1/4 of said Section 20, for 121.53 feet to the Point of Beginning.

AND ALSO LESS

That certain parcel conveyed to Miami-Dade Water and Sewer Authority for a lift station more particularly described in deed dated May 7, 1980 and recorded June 6, 1980 in Official Records Book 10770 at page 994 of the Public Records of Dade County, Florida, more particularly described in Exhibit B, attached hereto and made a part hereof.



AND ALSO LESS

Those certain parcels of property conveyed to the School Board of Dade County, Florida and more particularly described in Exhibit A-1 and A-2 respectively, attached hereto and made a part hereof.

AND ALSO LESS

That certain parcel of property conveyed to Dade County, Florida and more particularly described in Exhibit A-3 attached hereto and made a part hereof.

AND ALSO LESS

That certain parcel of property conveyed to Dade County, Florida, by deed recorded in Dade County Official Records Book 11381, Page 832, for the purpose of a public canal and purposes incidental thereto and more particularly described in Exhibit A-4 attached hereto.

**RECORDERS NOTE:**  
The legitimacy of this document is hereby certified by the Recorder of Deeds.  
Dade County, Florida

## EXHIBIT A-1

LEGAL DESCRIPTION

Parcel 23-E (School Site)

Portion of the North 1/2 of Section 20, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20 and run South 88 degrees 34 minutes 2 seconds East along the North line of said Section 20 for 2632.22 feet to the North 1/4-corner of said Section 20; thence South 584.70 feet to a Point of Curvature; thence southeasterly along a circular curve to the left having a radius of 1909.86 feet and a central angle of 26 degrees 48 minutes 51 seconds for an arc distance of 293.81 feet; thence South 63 degrees 11 minutes 09 seconds West radial to the last described curve for 182.62 feet; thence North 26 degrees 42 minutes 18 seconds West for 539.98 feet to the Point of Beginning of the parcel hereinafter described; thence continue North 85 degrees 42 minutes 18 seconds West for 450.02 feet; thence South 6 degrees 59 minutes 53 seconds West for 41.17 feet to a Point of Curvature; thence Southwesterly along a circular curve to the right, having a radius of 575.00 feet and a central angle of 21 degrees 57 minutes 20 seconds for an arc distance of 220.34 feet; thence South 51 degrees 38 minutes 22 seconds East for 382.20 feet to a Point of Curvature; thence southeasterly along a circular curve to the left, having a radius of 358.20 feet and a central angle of 42 degrees 45 minutes 42 seconds, for an arc distance of 267.34 feet; thence North 4 degrees 44 minutes 04 seconds West radial to the last described curve for 358.20 feet; thence North 3 degrees 17 minutes 42 seconds East for 176.30 feet to the Point of Beginning, containing 5.0 acres more or less.

ORDER NO: 120723

February 19, 1974

**RECORDERS NOTE:**  
 THE LIABILITY OF WRITING, PRINTING OR REPRODUCING THIS INSTRUMENT IN THIS MANNER IS NOT TO BE HELD TO THE RECORDS DEPARTMENT.

EXHIBIT A-2LEGAL DESCRIPTION

Parcel 23-C (School Park Site)

Portion of the Northwest 1/4 of Section 20, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20 and run South 88 degrees 34 minutes 22 seconds East along the North line of said Section 20, for 2632.22 feet to the North 1/4 corner of said Section 20; thence South for 584.70 feet to a Point of Curvature; thence Southeasterly along a circular curve to the left, having a radius of 1909.86 feet and a central angle of 30 degrees 45 minutes 27 seconds, for an arc distance of 1025.25 feet to a Point of Tangency; thence South 30 degrees 45 minutes 27 seconds East for 415.59 feet; thence South 59 degrees 14 minutes 33 seconds West for 729.75 feet to a Point of Curvature; thence Southwesterly along a circular curve to the right, having a radius of 716.20 feet and a central angle of 26 degrees 01 minutes 23 seconds for an arc distance of 325.29 feet; thence North 4 degrees 44 minutes 04 seconds West radial to the last described curve for 43.00 feet to the Point of Beginning of the parcel hereinafter described; thence continue North 4 degrees 44 minutes 04 seconds West for 315.00 feet; thence Northwesterly along a circular curve to the right, having a radius of 358.20 feet and a central angle of 42 degrees 45 minutes 42 seconds for an arc distance of 267.34 feet to a Point of Tangency; thence North 51 degrees 58 minutes 22 seconds West for 382.20 feet to a point on a curve; (said point bearing South 61 degrees 02 minutes 47 seconds East from the radius point of the next described curve) thence Southwesterly along a circular curve to the right, having a radius of 575.00 feet and a central angle of 9 degrees 04 minutes 25 seconds, for an arc distance of 91.06 feet to a Point of Tangency; thence South 35 degrees 01 minutes 38 seconds West for 199.32 feet to a Point of Curvature; thence Southwesterly, Southerly and Southeasterly along a circular curve to the left, having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 39.27 feet to a Point of Tangency; thence South 51 degrees 58 minutes 22 seconds East for 350.00 feet to a Point of Curvature; thence Southeasterly and Easterly along a circular curve to the left, having a radius of 673.20 feet and a central angle of 42 degrees 45 minutes 42 seconds for an arc distance of 502.43 feet to the Point of Beginning, containing 5.50 acres more or less.

ORDER NO: 120723

February 19, 1974

**RECORDERS NOTE:**  
The legibility of notation herein is limited to the  
extent in this document is not recorded.

EXHIBIT A-3

LEGAL DESCRIPTION

Parcel 23-A (Park Site)

Portion of the North 1/2 of Section 20, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20 and run South 88 degrees 34 minutes 22 seconds East, along the North line of said Section 20, for 2632.22 feet to the North 1/4 corner of said Section 20; thence South for 584.70 feet to Point of Curvature; thence Southeasterly along a circular curve to the left, having a radius of 1909.85 feet and a central angle of 9 degrees 33 minutes 59 seconds for an arc distance of 318.88 feet; thence South 80 degrees 26 minutes 1 seconds West radial to the last described curve for 43.00 feet to the Point of Beginning of the parcel hereinafter described; thence Southeasterly along a circular curve to the left, having a radius of 1932.86 feet and a central angle of 17 degrees 14 minutes 52 seconds for an arc distance of 587.67 feet; thence South 63 degrees 11 minutes 09 seconds West radial to the last described curve for 145.62 feet; thence North 86 degrees 42 minutes 18 seconds West for 1000.00 feet; thence North 6 degrees 59 minutes 53 seconds East for 444.45 feet to a Point of Curvature; thence Northeasterly along a circular curve to the right, having a radius of 530.00 feet and a central angle of 18 degrees 44 minutes 36 seconds for an arc distance of 179.52 feet; thence South 86 degrees 42 minutes 8 seconds East for 842.25 feet to the Point of Beginning, containing 14.00 acres more or less.

ORDER NO: 120723

February 19, 1974

**RECORDERS NOTE:**  
 The legitimacy of recording this document is hereby certified by the Recorder's Office upon receipt.



EXHIBIT A-4

11381 834

DRISSEL'S DAIRY CANAL

SECTION 70 TWP 53S R4E 40E

DEDICATED CANAL RIGHT-OF-WAY AND MAINTENANCE EASEMENT

LEGAL DESCRIPTION:

A Canal Right-of-Way, being 55 feet wide in Section 70, Township 53 South, Range 40 East, lying 27.5 feet each side of and contiguous with the following described centerline.

Commence at the East 1/4 corner of said Section 70; thence run North 88 degrees 32 minutes 35 seconds West along the South line of the Northeast 1/4 of said Section 70 for a distance of 71.71 feet to the Point of Beginning of the following described canal centerline, said Point of Beginning being on a circular curve concave to the Southwest with the centerline point of said curve bearing South 81 degrees 07 minutes 03 seconds West from this last described point; thence run Northwesterly, along a circular curve to the left having a radius of 1837.56 feet and a central angle of 1 degree 17 minutes 37 seconds for an arc distance of 38.75 feet to a Point of Compound Curvature; thence run Northwesterly and Westerly along a circular curve to the left having a radius of 188.41 feet and a central angle of 78 degrees 23 minutes 03 seconds for an arc distance of 257.76 feet to a Point of Tangency; thence run North 88 degrees 33 minutes 37 seconds West for 1167.56 feet; thence run South 87 degrees 07 minutes 37 seconds West for 95.20 feet to a Point of Curvature of a circular curve to the left; thence run Southwesterly, along said curve having a radius of 400.00 feet and a central angle of 17 degrees 48 minutes 18 seconds for an arc distance of 174.30 feet to a Point of Tangency; thence run South 64 degrees 19 minutes 19 seconds West for 88.47 feet to a Point of Curvature of a circular curve to the right; thence run Southwesterly, along said curve having a radius of 400.00 feet and a central angle of 27 degrees 07 minutes 37 seconds for an arc distance of 154.48 feet to a Point of Tangency; thence run South 86 degrees 26 minutes 50 seconds West for 71.79 feet to a point hereinafter referred to as "Point A"; thence continue South 86 degrees 26 minutes 50 seconds West for 67.13 feet to a Point of Curvature of a circular curve to the left; thence run Southwesterly, along said curve having a radius of 700.00 feet and a central angle of 31 degrees 57 minutes 03 seconds for an arc distance of 76.62 feet to a Point of Tangency; thence run South 64 degrees 29 minutes 47 seconds West for 216.90 feet to a Point of Curvature of a circular curve to the right; thence run Southwesterly and Westerly along said curve having a radius of 700.00 feet and a central angle of 76 degrees 56 minutes 41 seconds for an arc distance of 94.05 feet to a Point of Tangency; thence run North 28 degrees 33 minutes 37 seconds West for 944.80 feet to a point hereinafter referred to as "Point B"; thence continue North 88 degrees 33 minutes 32 seconds West for 42.33 feet to a Point of Curvature of a circular curve to the right; thence run Westerly and Northwesterly along said curve having a radius of 400.00 feet and a central angle of 9 degrees 28 minutes 58 seconds for an arc distance of 87.75 feet to a Point of Tangency; thence run North 79 degrees 04 minutes 34 seconds West for 371.37 feet to a Point of Curvature of a circular curve to the right; thence run Northwesterly, along said curve having a radius of 400.00 feet and a central angle of 13 degrees 57 minutes 13 seconds for an arc distance of 171.77 feet to the terminus point of said centerline, said terminus point being on the North line of the Southwest 1/4 of said Section 70, bearing South 88 degrees 37 minutes 35 seconds East a distance of 1397.58 feet from the West 1/4 corner of said Section 70. The Southwesterly limits of said Canal Right-of-Way being the East and South lines of the Northeast 1/4 of said Section 70 and the Westerly limits of said Right-of-Way being a radial line through the terminus point, bearing North 24 degrees 32 minutes 41 seconds East.

EXHIBIT B

LEGAL DESCRIPTION - LIPT STATION SITE

A portion of the Northeast 1/4 of Section 20, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows.

Commence at the East 1/4 corner of said Section 20; thence North 0 degrees 00 minutes 33 seconds West, along the East line of said Section 20, for 705.30 feet; thence South 29 degrees 51 minutes 15 seconds West for 125.44 feet to a Point of Curvature; thence Westerly along a circular curve to the right having a radius of 1145.92 feet and a central angle of 16 degrees 53 minutes 12 seconds for an arc distance of 337.73 feet to a Point of Tangency; thence North 73 degrees 15 minutes 33 seconds East for 670.34 feet to a Point of Curvature; thence Northwesterly along a circular curve to the left having a radius of 1145.92 feet and a central angle of 14 degrees 44 minutes 46 seconds for an arc distance of 294.92 feet to a point on the last described curve; thence North 1 degree 59 minutes 41 seconds East (radial to the last and next described curve) for 43.00 feet to the Point of Beginning of the following described parcel of land; thence Easterly along a circular curve to the right having a radius of 1188.92 feet and a central angle of 2 degrees 59 minutes 17 seconds for an arc distance of 62.00 feet to a point (said point bears North 4 degrees 58 minutes 56 seconds East from its radius point); thence North 3 degrees 24 minutes 59 seconds East for 57.42 feet; thence North 86 degrees 35 minutes 01 seconds West for 62.00 feet; thence South 3 degrees 24 minutes 59 seconds West for 57.37 feet to the Point of Beginning, lying and being in Dade County, Florida.

ORDER NO. 131298

September 29, 1978