

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
H.G. LAND DEVELOPMENT, CO., INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
County of Dade, State of Florida, which is more particularly described
as:

PRINCETONIAN SUBDIVISION SECTION FIVE
according to Plat thereof, as recorded in
Plat Book 122., at Page 86, of the Public
Records of Dade County, Florida.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject to
the following easements, restrictions, covenants, and conditions, which
are for the purpose of protecting the value and desirability of, and
which shall run with, the real property and be binding on all parties
having any right, title or interest in the described properties or any
part thereof, their heirs, successors and assigns, and shall inure to
the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

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

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

 Section 4. "Common Area" shall mean all real property
(including the improvements thereto) owned by the Association for the
common use and enjoyment of the owners. The Common Area to be owned by
the Association at the time of the conveyance of the first lot is
described as follows:

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Tract A, Private Streets, swales and green areas shown
in the Plat of Princetonian Subdivision Section Five,
as recorded in Plat Book , at Page of the
Public Records of Dade County, Florida

Section 5. "Lot" shall mean and refer to any plot of land
shown upon any recorded subdivision map of the properties with the
exception of the Common Area.

Section 6. "Declarant" shall mean and refer to H.G. LAND
DEVELOPMENT CO., INC., its successors and assigns if such successors
or assigns should acquire more than one undeveloped Lot from De-
clarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable ad-
mission and other fees for the use of any recreational facility situa-
ted upon the Common Area;

(b) the right of the Association to suspend the voting
rights and right to use of the recreational facilities by an owner
for any period during which any assessment against his Lot remains
unpaid; and for a period not to exceed sixty (60) days for any in-
fraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer
all or any part of the Common Area to any public agency, authority,
or utility for such purposes and subject to such conditions as may
be agreed to by the members.

No such dedication or transfer shall be effective unless
an instrument agreeing to such dedication or transfer signed by two-
thirds (2/3) of each class members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in
accordance with the By-Laws, his right of enjoyment to the Common Area
and facilities to the members of his family, his tenants, or contract
purchasers who reside on the property

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 Lot which is subject to assessment.

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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, 1987.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's 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 interest, costs and reasonable attorney's fees, shall also be the personal

obligation of the person who was the Owner of such property at the time when the assessment fee 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 Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred eighty dollars (\$180) per Lot.

 (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. 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 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. 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 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 specific 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien

of the assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made 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 location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural 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.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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 2. Severability. Invalidatíon of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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 by the Declarant so long as the Declarant owns more than ten (10%) percent of the lots in this subdivision; thereafter, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, except for Article IV, Section 9, which cannot be amended without the consent of Dade County. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the properties described herein at the election of the Declarant that are immediately adjacent thereto until the Declarant has completed its development plans covering this subdivision.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant therein, has hereunto set its hand and seal this 6 day of December 19⁸³

WITNESSES:

[Signature]

H.G. LAND DEVELOPMENT, CO.

BY *[Signature]*
 HECTOR J. GARCIA, PRESIDENT

ATTEST: *[Signature]*
 HECTOR GARCIA, SECRETARY



COUNTY OF DADE)
STATE OF FLORIDA)

I HEREBY CERTIFY that before me this day personally appeared Hector J. Garcia, President and Hector Garcia, Secretary of H.G. LAND DEVELOPMENT, CO., INC., to me well known to be the person described in and who executed the foregoing instrument and who acknowledged that they executed the same freely and voluntarily as such officers of said corporation, that they affixed thereto the official seal of said corporation and that it is the free act and deed of said corporation.

WITNESS my signature and official seal this 6 day of December 19 83

My Commission Expires:

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

Leanne M. M...
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE.



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