ROYAL OAKS OFFICE PARK OWNER ASSOC, INC
APPLICATION FOR OCCUPANCY

New residents (owners and/or tenants) are required to complete and submit this application to obtain Association approval at least fifteen (15) business days prior to the proposed occupancy date.

GRS MANAGEMENT, INC
15280 NW 79TH COURT, SUITE 101
MIAMI LAKES, FL 33016
PHONE 305-823-0072
FAX 305-823-4888

To avoid delays in processing, **all applications must be submitted to ROYAL OAKS OFFICE PARK OWNER ASSOC, INC.** Every form must be completed in its entirety, be accurate, and be signed by all required parties. All required supporting documentation and applicable fees must be submitted with the application.

Incomplete, applications will not be accepted or processed until all required information, documentation, is received. Please print legibly using **black or blue ink**.

Incomplete applications will be automatically canceled thirty (30) days after the date of submission date. All application fees are non-refundable.

The following must be included with the application:

_____ Application processing fee of $150.00 for legally married couples. Any other applicant over 18 years of age must pay an additional $150.00 per applicant. Made payable to: **GRS Management, Inc. (Cashier's check or money order only) - Application fees are non-refundable.**

_____ **Sales Only:** A completed Estoppel Request must be submitted prior to closing. Pursuant to Section 718.116, Florida Statutes, the Association or its authorized agent will issue the estoppel certificate within ten (10) business days after receipt of a written request and the applicable statutory fee. Payment must be made by cashier's check or money order payable to **GRS Management, Inc.** The current fee is **$250.00 for standard processing service (issued within 10 business days** and **$350.00 for expedited service (issued within 3 business days. An additional $150.00 if the account is in collection.**

_____ **Rentals Only**: Applications will not be approved if there are any outstanding assessments, fees, fines, or other amounts due to the Association.

_____ A fully executed copy of the Contract for Sale or Lease, signed by all parties.

When a complete application package is received, we will commence the background screening process. Once the background screening is completed, we will forward the application to the Board of Directors for approval.

All inquiries regarding the application process must be made via e-mail to customer@grsmanagement.com.

ROYAL OAKS OFFICE PARK OWNER ASSOC, INC
APPLICATION FOR OCCUPANCY

PLEASE COMPLETE ALL SECTIONS OF THIS APPLICATION. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

Note: Please note that all applicants over the age of 18 (not married to the primary applicant) must complete a separate application.

Date: _____ Desired Date of Occupancy: _____

This Application is for a: Lease (_) Purchase (_) of Unit # _____

Agent Information (if applicable)

Property Address: _____

Realtor's Name: _____ Phone # _____

Applicant information:

Applicant's Name_____Phone# _____

Email Address: _____

SSN#_____ DOB _____

DL # _____ State _____

MARITAL STATUS: Married ( ) Separated ( ) Divorced ( ) Single ( )

Spouse's Name: _____

Phone# _____

Email Address: _____

SSN#_____ DOB _____

DL # _____ State _____

LIST OF OCCUPANTS

Total number of individuals who will occupy the unit: _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

ROYAL OAKS OFFICE PARK OWNER ASSOC, INC

APPLICATION FOR OCCUPANCY

RESIDENCE HISTORY

Applicants must provide a complete employment history for the past three (3) years.

Present Address: _____ Years_____

City_____ State_____ Zip _____ OWN ( ) RENT ( )

Name of Landlord_____ Phone # _____

Previous Address: _____ Years_____

City_____ State_____ Zip _____ OWN ( ) RENT ( )

Name of Landlord_____ Phone # _____

Previous Address: _____ Years_____

City_____ State_____ Zip _____ OWN ( ) RENT ( )

Name of Landlord_____ Phone # _____

ROYAL OAKS OFFICE PARK OWNER ASSOC, INC
APPLICATION FOR OCCUPANCY

EMPLOYMENT HISTORY

Applicants must provide a complete employment history for the past three (3) years

ARE YOU: Self-Employed? Yes (_) No (_) Retired? Yes (_) No (_)

Present Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Spouse's Employer ARE YOU: Self-Employed? Yes (_) No (_) Retired? Yes (_) No (_)

Present Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

ROYAL OAKS OFFICE PARK OWNER ASSOC, INC
APPLICATION FOR OCCUPANCY

REFERENCES (No Relatives)

Name _____ Years Known_____

Phone # _____ **Email Address:** _____

Name _____ Years Known_____

Phone # _____ **Email Address:** _____

Name _____ Years Known_____

Phone # _____ **Email Address:** _____

LEASE ADDENDUM

Lessor/Unit Owner becomes delinquent in the payment of any general or special assessments, installments thereof, or any other monetary obligation due and owing to the Association the Association shall have the right, but not the obligation, pursuant to Section 718.116(11), Florida Statutes, to make written demand upon the Lessee/Tenant requiring the Lessee/Tenant to pay subsequent rental payments, or any portion thereof, directly to the Association.

Upon receipt of written demand from the Association the Lessee/Tenant shall remit rental payments directly to the Association in accordance with the Association's written instructions and shall continue making such payments until:

The Association provides written notice releasing the Lessee/Tenant from this obligation; The Lessor/Unit Owner's delinquent monetary obligations to the Association have been satisfied; or the Lessee/Tenant's tenancy in the unit has terminated.

Any rental payments received by the Association shall be applied toward the outstanding monetary obligations owed by the Lessor/Unit Owner to the Association. The Association shall provide written notice of its demand to both the Lessee/Tenant and the Lessor/Unit Owner as required by applicable Florida law.

The Lessee/Tenant shall receive credit against rental obligations owed to the Lessor/Unit Owner for all rental payments properly made to the Association pursuant to the Association's written demand. Payment of rent directly to the Association following proper notice shall provide the Lessee/Tenant protection from any claim by the Lessor/Unit Owner for those amounts timely paid to the Association.

The Association's rights under this provision are cumulative and are in addition to any other rights and remedies available under the Condominium Declaration, Bylaws, Rules and Regulations, Chapter 718, Florida Statutes, or applicable law, including, but not limited to, the right to pursue collection remedies against the Lessor/Unit Owner for delinquent obligations.

The Association's exercise of this right shall not create a landlord-tenant relationship between the Association and the Lessee/Tenant, except as specifically provided by applicable Florida law.

_____ Lesser (Owner) Signature

_____ Lessee (Tenant) Signature

ROYAL OAKS OFFICE PARK OWNER ASSOC, INC
APPLICATION FOR OCCUPANCY

RULES & REGULATIONS

Acknowledgment of receipt of the association rules and regulations

I/We acknowledge that I/we have received a copy of the Association's Rules and Regulations as part of the application package for **ROYAL OAKS OFFICE PARK OWNER ASSOC, INC** I/We agree to comply with all provisions of the Association's governing documents, including the Declaration, Bylaws, Rules and Regulations, and any duly adopted amendments.

I/We understand that occupancy of the Unit is limited to the individuals identified in the approved application. No additional person may occupy or reside in the Unit without the prior written approval of the Association when required by the Association's governing documents.

I/We further understand that any violation of the Association's governing documents, including unauthorized occupancy or failure to comply with community rules, may result in enforcement action by the Association as permitted by the Declaration, Bylaws, Rules and Regulations, the lease agreement, and applicable Florida law.

Such enforcement action may include, where authorized, the imposition of fines, suspension of use rights, legal action, and other remedies available to the Association. I/We acknowledge that any termination of tenancy or eviction proceedings must be pursued through the Unit Owner/Landlord and the appropriate legal process as required by applicable law.

All adult applicants must sign below to acknowledge receipt of an agreement to comply with the Association's Rules and Regulations.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

CRIMINAL HISTORY DISCLOSURE

Has any applicant been convicted of a felony or misdemeanor (excluding minor traffic violations)?

☐ Yes ☐ No

Applicant Name: _____

If yes, please provide the following information:

Offense: _____

Date of Conviction: _____

Jurisdiction (City/State): _____

Additional Explanation (Optional): _____

_____

I/We certify that the information provided in this application is true, complete, and accurate to the best of my/our knowledge. I/We understand that failure to provide complete and accurate information, including the omission or misrepresentation of required information, may result in denial of occupancy approval.

Applicant Signature: _____ Date: _____

ROYAL OAKS OFFICE PARK OWNER ASSOC, INC
APPLICATION FOR OCCUPANCY

AUTHORIZATION FOR FILE DISCLOSURE AND CONSUMER REPORTING

I hereby authorize **GRS Management, Inc.** and **Verify Screening Solutions, Inc.**, including their designated agents, employees, and authorized representatives, to obtain, review, and verify consumer reports and related information for the purpose of evaluating my application for residency, lease approval, or purchase eligibility.

I understand that the screening process may include, but is not limited to, obtaining and reviewing the following information:

- Consumer credit reports;
- Criminal history information;
- Eviction records;
- Rental payment history;
- Rental and occupancy history; and
- Other information necessary to evaluate my eligibility as a prospective resident.

I further authorize the association **ROYAL OAKS OFFICE PARK OWNER ASSOC, INC, GRS Management, Inc.,** and **Verify Screening Solutions, Inc.**, and their authorized representatives, to obtain and review applicable information during the term of my occupancy.

I certify that all information provided in my application for residency is true, accurate, and complete. I understand that providing false, fraudulent, incomplete, or misleading information may result in the denial of my application, the termination of my residency, or other remedies available under applicable law.

I understand that screening results and related information will be maintained in confidence and may be disclosed only to authorized parties as permitted by applicable law or upon my written authorization.

Applicant Information

Full Legal Name (First, Middle, Last): _____

Current Home Address (including Unit No., if applicable):

Address: _____

City_____ State_____ Zip _____

Applicant Telephone Number: _____

Social Security Number: _____Date of Birth: _____

Driver's License Number and State Issued: _____

Applicant Signature: _____Date: _____

OFF. REC. 16296PG4096

DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROYAL OAKS OFFICE PARK

THIS DECLARATION, made this ____ day of _____, 19___ by LOVELL, INC., (the "Developer"), a Florida corporation which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Property") is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, easements, reservations (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS.

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

A. "Area of Common Responsibility" shall mean and refer to those areas if any, whose maintenance, repairs or replacements, become the responsibility of the Association.

B. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

C. "Assessment" shall mean and refer to any Maintenance Assessments, Special Assessments, or Limited Assessments for which the Owners are liable to the Association.

D. "Association" shall mean and refer to Royal Oaks Office Park Owners Association, Inc., a Florida corporation not for profit.

E. "Board" shall mean and refer to the Board of Directors of the Association.

F. "By-Laws" shall mean and refer to the By-Laws of the Royal Oaks Office Park Owners Association, Inc.

G. "Common Expenses" shall mean and refer to all expenses properly incurred by the Association for the purposes set forth in the Documents, which may be amended or added to from time to time and for which all Owners are liable to the Association

H. "Declaration" shall mean and refer to these covenants and restrictions, the exhibits hereto, and such amendments, if any, as may be duly adopted from time to time pursuant to the terms hereof. This is the Declaration and/or the Covenants and Restrictions to which the Articles (the "Articles") and Bylaws of the Association, or any amendments thereto make reference.

I. "Developer" shall mean and refer to Lovell, Inc., a Florida corporation, and its successors or assigns.

J. "Documents" shall mean and refer to these Covenants and Restrictions, the Articles, By-Laws, the Rules and Regulations of the Association and any amendments or additions thereto.

K. "Limited Assessment" shall mean and refer to an amount assessed against and payable by an Owner or group of Owners as provided herein (including without limitation, fines) for specific expenses which affect only one Owner or a group of Owners, but which does not relate to Common Expenses payable generally by all Owners.

L. "Lot" shall mean and refer to any platted Lot located in the Property, subject to individual ownership, on which an improvement could be constructed, whether or not one has been constructed, and all improvements constructed thereon.

M. "Lots Contemplated to be Platted" shall mean and refer to any land owned by Developer, zoned RU5-A and located within Tract 58, Township 52 South, Range 40 East, Section 15 of Florida Fruit Lands Section 1, located in Dade County, Florida, which may be in the form of platted lots or unplatted land.

N. "Maintenance Assessment" shall mean and refer to a share of the funds required for the payment of Common Expenses. Such amounts may be collected monthly, quarterly, semi-annually or annually as provided herein.

O. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.

P. "Property" shall mean and refer to all such existing properties which are subject to this Declaration or any supplemental Declaration under the provisions of Article II, Section 2 hereof and shall include the real property as described in Article II, Section 1 hereof.

Q. "Special Assessment" shall mean and refer to an amount assessed against and payable by all Owners for specific expenses of an emergency or non-recurring nature, which are not budgeted as part of the Common Expenses.

R. "Swale Area" shall mean and refer to that landscaped area commencing from the edge of the sidewalk farthest from the centerline of the county right of way abutting the subject Lot, and ending eighteen (18") inches into each Lot.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION: PLATTING, REPLATTING, AMENDING.

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

ALL OF ROYAL OAKS OFFICE PARK SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143, AT PAGE 93, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

Section 2. Platting and Additions . The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property or Lots Contemplated to be Platted and to record subdivision covenants, restrictions and/or amendments thereto with respect to said Property and Lots Contemplated to be Platted. Developer shall have the unrestricted right to create further additions to the Property from within the Lots Contemplated to be Platted, however nothing contained herein shall obligate Developer to create future additions to the Property. Any amendments to this Declaration creating future additions to the Property shall not require any consents by Owners, or mortgagees. The record fee simple owners of any Lots within the Property or future Owners of the Lots Contemplated to be Platted, shall be members of the Association as set forth in Article III, Section 1 of these Covenants and Restrictions.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

Section 1. Membership. Every person or entity who is a record fee simple owner of any Lot within the Property, including the Developer at all times as long as it owns a Lot(s) in the Property or any Lots Contemplated to be Platted, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an

obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. All Owners of Lots within the Property are members of the Association. Nevertheless, in no event shall more than one (1) vote be cast with respect to any Lot. In the event Developer incorporates further additions to the Property, the record fee simple owners of any Lots within such future additions shall become members of the Association. As set forth in the Articles and the By laws, Developer has the right to retain control of the Association as long as (1) it owns one Lot within the Property and there are, within the Property, vacant lots (lots where improvements have not been built thereupon), whether said lots are owned by Developer or by others, or; (2) it owns one Lot within the Property and additionally owns Lots Contemplated to be Platted.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles and By-Laws, or any amendments thereto. The Property has been platted by Developer and presently contains twenty-one (21) lots. Unless Developer amends the Covenants and Restrictions and subjects the Lots contemplated to be Platted to the Declaration, the total number of votes available to be cast shall not exceed twenty-one (21), and such number shall not be modified if an Owner subjects their Lot to Condominium form ownership, or otherwise subdivides a Lot. In addition the total number of votes available to be cast shall not be reduced by an Owner combining Lots, by way of a unity of title or otherwise.

ARTICLE IV. COVENANTS FOR MAINTENANCE ASSESSMENTS.

Section 1. Obligation for Payment of Assessments. After the date of commencement of Assessments as described in Section 7 of this Article IV, each Owner of a Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including the Developer and any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any and all assessments or charges, including but not limited to Maintenance, Special and Limited Assessments; such assessments to be fixed, established and collected from time to time as herein provided. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of his/her particular Lot(s). In the event a condominium building is placed on a Lot (s), the Condominium documents shall clearly state the percentage or proration formula used, to determine the amount of Assessment for which each Owner shall be responsible to the Association. Prior to recording a Declaration of Condominium in the Public Records of Dade County Florida, said condominium document shall be submitted to the Board of Directors of the Association, for approval as to the percentage or proration formula used to determine the amount of Assessment for which each owner of a condominium unit shall be responsible to the Association.

Section 2. Purpose and Formula for Calculation of Assessments. Maintenance, special and limited assessments levied by the Association shall be used for those purposes as specified by the Documents. The amount of Assessment payable by each Owner, shall be calculated based on a formula whereby the projected financial needs of the Association, as determined by the Board of Directors of the Association, is divided by the total number of lineal feet by which the Lots front on N.W. 155 St.; the resulting figure shall then be multiplied by the number of feet by which each Lot fronts on said N.W. 155 St. and this amount shall be the dollar amount due from the said Lot as its Assessment.

Section 3. Maintenance Assessments. Maintenance assessments(s), shall be set by the Board, which amounts shall be as determined in accordance with the projected financial needs of the Association, to which the decision of the Board shall be final.

Section 4. Special Assessments. In addition to any Maintenance assessments, the Association, taking into consideration the safety and betterment of the Lot Owners in the Property, may levy an assessment for the purpose of defraying, in whole or in part, (1) the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement or any special needs and/or, (2) the trimming or replacement of landscaping located in the areas designated as "LANDSCAPE AREAS" or swale areas on the plat of the Property or such other areas being maintained by the Association.

Section 5. Uniform Rate of Assessment. All Maintenance and Special Assessments due from a Lot Owner shall be determined pursuant to the formula described above in Article IV, Section 2, of this Declaration.

Section 6. Limited Assessments. The Association may levy a Limited Assessment (including, but not limited to, fines attorneys fees and costs and administrative costs incurred in seeking compliance) against a Lot and its Owner for the purpose of defraying any expense, in whole or in part caused by that Owner's action or inaction.

Section 7. Date of Commencement of Assessments; Due Date. Assessments on a Lot shall commence as of the date of closing by an Owner with the Developer. At the closing with Developer, each Owner shall pay said assessment prorated from the date of closing through the end of the Board prescribed period applicable to the Assessments. The above notwithstanding, Assessments on a Lot owned by Developer shall commence when the Developer obtains a building permit for construction of any improvement on such Developer owned Lot. The Board shall have the authority to determine the manner and frequency in which Assessment payments are made. All Assessments are due and payable within ten (10) days of notification by Certified Mail Return Receipt Requested to Owner, or ten (10) days from the posting of a notice on the Lot detailing the work done and the amount due, whichever comes first.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall have such duties as are set forth in the Articles, By-Laws, this Declaration, and as required by law, including but not limited to setting the procedure, due date and frequency of collection of assessments, as well as the amount of the assessment against each Lot for each assessment period. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment; Personal Obligation; Creation of Lien. If any Assessments, including, Maintenance, Limited and Special Assessments, are not paid on the date when due, then such Assessments shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot against which the Assessment was levied, which lien shall encumber such Lot and shall also be the personal responsibility of, the then Owner, his heirs, devisees, personal representatives, successors, grantees, and assigns. The Association shall have the right to record a lien in the Public Records which shall secure all unpaid Assessments, and shall further secure interest, costs, administrative fees and attorney's fees (whether suit be brought or not) which are due and which may accrue subsequent to the recording of the claim of lien. A Lot Owner, regardless of how title has been acquired, including a purchaser at a judicial sale, is liable personally for all outstanding unpaid Assessments, as well as for any Assessments which come due while he is the Owner of the Lot. The Association may bring an action at law in its own name against the

Owner personally liable to pay such Association to foreclose a lien for Assessments in the manner a mortgage on 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. In the event a judgment is obtained, such judgment shall include all unpaid Assessments, fines, charges, administrative costs incurred or levied by the Association, interest costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entering of a final judgment of foreclosure. Said final judgment shall also include a reasonable attorney's fee to be fixed by the Court together with the costs of the action and the Association shall be entitled to attorney's fees in connection with any aspect of any such action as well as in the event of any appeal of any such litigation. If any Assessment is not paid within fifteen (15) days after the due date, the assessment shall thereafter bear interest at the highest rate permissible by law, and shall bear a late payment fee of ten (10%) percent of the amount of the assessment which is then due.

No Owner may waive or otherwise escape liability for the Assessments provided herein by abandonment or non use of its Lot whether an improvement has been built, fully or partially thereupon or not. No sale or other transfer whether voluntary or involuntary shall relieve any Lot Owner from liability or personal responsibility for any assessment(s) then due nor from the lien resulting from nonpayment of said Assessments.

Section 10. Subordination to Lien of Certain Mortgages. The lien of the Assessments for which provision is herein made, shall be subordinate to the lien of any first mortgage of a Federal or State chartered bank, life insurance company, Federal or State savings and loan association or real estate investment trust (collectively "Institutional Lender"). Such subordination shall apply only to the Assessments which have become due and payable prior to a judicial sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. An Institutional Lender described in this Section 10 acquiring title to a Lot (whether an improvement has been constructed partially or fully thereupon or not) as a result of a foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot whether or not the improvement thereupon built is occupied, be excused from the payment of Assessments, either coming due or otherwise assessed as herein provided during the period of such ownership.

ARTICLE V. **LOT MAINTENANCE.**

Section 1. Care and Appearance of Vacant Lots. The grounds of each Lot shall be maintained in a neat and attractive manner. No weeds, dead trees, dead grass, underbrush or other unsightly growths shall be permitted to grow or remain on any vacant Lot and swale, no grass shall be permitted to grow over and into curbing and no refuse pile, trash, rubbish or unsightly objects shall be allowed. In order to comply with this requirement, all Lot Owners shall be responsible to the Association, from the time of the closing of the purchase of a Lot and until an improvement is built on the Lot, for payment of an assessment for the maintenance of their Lot, at a rate and frequency of payment, as established by the Board. The Association shall maintain the vacant Lot for the Lot Owner and the charges for maintaining the vacant Lot shall be a Limited Assessment against the Lot.

Section 2. Maintenance Of Improvements. If, in the sole opinion of the Association, an improvement and/or surrounding structures, parking lot or landscaping, except for the Swale Area, show signs of neglect so as to require maintenance, including but not limited to, paint, repair, roof repair and replacement, gutters, downspouts, exterior building finish, parking lot surface and/or lines delineating parking spaces and yard cleanup and/or

maintenance, the Association shall have the right, in order to preserve the beauty, quality and value of the neighborhood, (1) to proceed at law or in equity to compel the Owner to have the necessary work done, and the expense of such litigation shall be borne by the Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of the Documents. Expenses of litigation shall include reasonable attorney's fees and costs, late fees amounting to ten (10) percent of the amount of the assessment, interest on the assessment at the highest rate permissible by law and related costs including administrative costs incurred by the Association in seeking compliance and enforcement; or (2) the Association may at its option, provide the necessary maintenance through its duly authorized agents. The cost of such maintenance, late fees, interest on the assessment at the highest rate permissible by law and related costs including legal fees and costs and administrative costs incurred by the Association in seeking compliance shall then be a Limited Assessment against the Lot or Lots upon which such maintenance is performed.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized in this Article V, the Association shall give reasonable notice to the Owner of its intent to enter the premises and perform the necessary work which shall be performed during business hours on any day except Saturday and Sunday. An entry by the Association or any of its duly authorized agents or employees, pursuant to this Section or any other Section of this Declaration or the Documents, shall not be deemed a trespass and all acts performed by the Association or its agents or employees, pursuant to any Section or provision of this Declaration or the Documents shall impose no liability whatsoever upon the Association, the Owner hereby to consenting to such entry, and hereby granting to the Association an easement over the Owners Lot for such entry.

ARTICLE VI. ESTABLISHMENT OF THE ARCHITECTURAL REVIEW BOARD (ARB)

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"). The Developer shall have the right to establish the size, from one (1) to five (5), and appoint all of the members of the ARB, as long as Developer as the Class B Member (1) owns one Lot within the Property and there are, within the Property, vacant lots (lots where improvements have not been built thereupon), whether said lots are owned by Developer or by others; or (2) it owns one Lot within the Property and additionally owns Lots Contemplated to be Platted. Upon the abolishment of the Class B membership, the size of the ARB shall be five (5) members, the Board shall select and appoint the members of the ARB, each such member to serve for a term of one (1) year, unless removed earlier by a vote of the Board. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB. The action of a majority of the members of the ARB present at a meeting at which a quorum is present, shall constitute the action of the ARB.

ARTICLE VII. ARCHITECTURAL REVIEW.

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation any building, wall, decorative building, landscaping device or object, or other improvement, shall be erected, placed or maintained upon any Lot and no fill shall be placed nor foundation for a building shall be poured, nor shall construction materials be delivered nor shall construction commence in any manner or respect, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the ARB. All building plans must include a landscaping plan which will

also be reviewed by the ARB. All plans and specifications shall be evaluated, in addition, to items covered in the Documents, as to harmony of external design and location in relation to surrounding structures and topography.

Section 2. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

a. It shall be the duty of the Board to preserve the aesthetic treatment of the neighborhood and follow the rules and regulations and all Documents of the Association.

b. To require submission to the ARB of complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, wall, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in the Property. The ARB may also require submission of samples of paint, finishes and/or building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for them to completely evaluate the proposed structure or improvement in accordance with this Declaration.

c. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements, and/or deposits. Such fees and deposits shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

d. To approve or disapprove pursuant to the Documents of the Association any improvement or structure of any kind, including without limitation, any building, wall, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon and notify the Lot Owner of such decision in writing.

e. To determine whether materials, products or finishes are equal to those specified in the Documents by brand, model or manufacturer's name.

Copies of all plans and documentation submitted by Owners together with the decisions of the ARB shall be kept on file at the offices of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing the decision of the ARB and reviewing the plans and documentation presented, shall in all events be final.

In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, approval will not be required and the related criteria shall be deemed to have been fully complied with. The plans and specifications required in this Section or in any other provision of this instrument shall be submitted to the ARB at the Association offices and the thirty (30) day time period specified above shall commence as of the date that an authorized agent of the ARB executes a receipt for a complete submittal as specified in the Documents. In the event that plans and specifications for any improvement as above listed, are disapproved, or additional information or submissions are requested by the ARB, the thirty (30) day period will be deemed to commence on the day the amended plans and specifications or additionally requested information is brought in to the Association offices and a receipt is issued for same.

Section 3. Submittal of Plans. The following procedure shall be followed in requesting approval and revising preliminary and final working drawings:

(a) ARCHITECTURAL DRAWINGS. All architectural drawings for new buildings or alterations or additions to existing structures shall be prepared by and bear an impression seal of a registered architect or engineer qualified under the laws of the State of Florida to prepare such plans and specifications.

(b) APPROVAL IN PRINCIPLE. Preliminary "Approval in Principle" shall be obtained from the ARB before proceeding with the final working drawings. The drawings for "Approval in Principle" shall preferably be single line plan or plans and shall have a plot plan, floor plan and shall show all affected elevations. Plans for additions or exterior alterations to existing buildings shall show all elevations of facades of the building where the alterations occurs, or to which the addition is attached. All preliminary plans shall be submitted in duplicate.

(c) REVISIONS TO PRELIMINARY PLANS. When the designing architect and/or engineer revises preliminary plans in accordance with the suggestions of the ARB, he shall return the original drawings showing the ARB'S suggestions with the revised drawings.

(d) REVISIONS TO FINAL WORKING DRAWINGS. After plans have been approved, no deviations from the approved design shall be permitted without the approval of the ARB.

No duplication of elevations shall be permitted. This provision shall not apply in the case of the interior design or floor plan of any structure.

(e) FINAL WORKING DRAWINGS. Two (2) sets of plans and specifications, identical to those to be presented for obtainment of a building permit for any proposed improvements, including landscaping, shall be submitted to the ARB for approval, duly signed and sealed by the architect, engineer or entity responsible for its contents.

Section 4. Processing Fee, Deposit And Its Uses: Together with the final working drawings as described in Subsection (e) above, a Lot Owner shall submit a processing fee and a deposit, payable to the Association, in amounts as reasonably determined by the ARB. The deposit shall be held in trust for the Lot Owners by the Association, which shall deposit same in an interest bearing account with interest to accrue for the benefit of the Association.

If the Lot Owner:

(i) completes clean-up of his/her Lot and all adjoining Lot(s) in a proper manner within ten (10) days after completion of construction of the proposed improvements, and

(ii) has not caused any damage to the curb, sidewalk, street, median strip or landscaping in the Swale Area; and

(iii) is otherwise in compliance with all other provisions of the Documents; then the above-mentioned deposit made by the Lot Owner shall be returned to said Lot Owner without interest within (10) days of final inspection and approval for compliance with the Documents by the Association.

In the case that the Lot Owner does not fulfill his/her obligations as specified herein, the ARB may, at its option use the funds deposited hereunder to have the necessary work done, including payment for all administrative and related costs incurred in seeking compliance, and refund any remaining monies to the Lot Owner. Should the amount of money required for said work and costs of

seeking compliance exceed the funds held in deposit by the Association, then the additional monies required will be advanced by the Association and recovered from the Owner by assessing the Lot(s) a Limited Assessment for said additional costs. In addition, if in the sole opinion of the ARB, it is determined that the construction, clean up and/or landscaping work is not proceeding with due diligence, then the Association shall have the right to impose a fine as set forth in Article X, Section 11, against the Owner of said Lot until it is determined, again in the sole opinion of the ARB, that construction, clean up and/or landscaping work has resumed at a satisfactory pace, or proceed at law or in equity to compel compliance with these Covenants and Restriction, and the expense of such litigation shall be borne by the Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of these Covenants and Restrictions. Expenses of litigation shall include reasonable attorney's fees and costs at all trial and appellate levels, late fees amounting to ten (10) percent of the amount of the assessment, interest on the assessment at the highest rate permissible by law and any related costs, including administrative costs incurred by the Association in seeking such compliance and enforcement.

The rights and remedies set forth herein are in addition to any other rights and remedies given Association and the ARB in the Documents or by law.

ARTICLE VIII. ARCHITECTURAL RESTRICTIONS

Section 1. Architectural Style. All buildings hereinafter constructed, reconstructed, altered or added to shall be of classical Spanish or other Mediterranean style or similar harmonious architecture. It shall be the duty and responsibility of the ARB to determine in each and every case whether or not the submitted plans comply with the type of architecture set forth hereinabove and suggest to the designing architect such changes as would bring the plan into conformity. The ARB shall require such changes in the design of the structure so as to preserve the traditional aesthetic treatment and an excellence of design of the neighborhood.

In considering the design of the building, the Board shall consider and render a decision as to the feasibility of the following elements in the design concept:

a. Trim
b. Shutters
c. Awnings and canopies
d. Windows (Fenestration)
e. Doors
f. Texture of surface
g. Colors
h. Roofs
    1. Materials
    2. Color
    3. Slope
    4. Overhang .
i. Planters
j. Window boxes
k. Walls, height, location, materials, design
l. Height of building
m. Location of structure on site
n. Site circulation in regard to pedestrian travel, parking, grades and landscaping services
o. Location of exposed piping, conduits and rain water leaders

Section 2. RU-5A Use. The Property subject to these Covenants and Restrictions may be used only for RU-5A permitted uses in effect on July 20, 1992, as detailed in "Exhibit One" attached hereto.

Section 3. Building Setbacks. A variance was obtained by

Developer that permits a rear setback of fifteen (15) feet and side setbacks of ten (10) feet to the property lines.

Section 4. Lot Subdivision. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership provided that, if the ARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of a contiguous Lot so long as the portion of the divided Lot which remains is no less than ten thousand (10,000) square feet in size, and in all instances, complies with Dade County Platting Ordinances, Building and Zoning requirements.

Section 5. Maximum and Minimum Size of Improvement. The size of an improvement shall not be more than that permitted under then current and applicable RU5-A guidelines, minimum size of a building shall be one thousand five hundred (1,500) square feet. No building shall be erected, altered, placed or permitted to remain on any Lot other than: On Lots located on the north side of N.W. 155 St. buildings shall be allowed, but shall not exceed one story and a height of twenty five (25) feet; On Lots located on the south side of N.W. 155 St., buildings shall be allowed, but shall not exceed two stories and a height of thirty-five (35) feet.

Section 6. Exterior of Improvement - Natural Stone/Brick. Any stone, brick or other material used on the exterior of an improvement must be natural. Marked stucco to simulate shutters flanking window openings and indiscriminate use of stucco "Scoring" or "cut lines", unless they perform a function in the design shall not be permitted. Exposed concrete or masonry block shall not be permitted. With the exception of slump, red or other brick, crab orchard or other stone and architecturally formed and detailed concrete, all masonry surfaces shall be stuccoed. No simulated or imitation materials will be permitted, except that imitation keystone, manufactured offsite, will be permitted to be used.

Section 7. Exterior Color Plan. Samples of color must be submitted to the ARB for approval prior to the initial painting or repainting of the exterior of any improvement, a color plan indicating the color of the exterior walls, trim, shutters, driveways, etc. must be submitted. The ARB shall from time to time designate approved colors and shall have a sample of approved colors. The ARB shall consider the extent to which the color plan is consistent with the surrounding improvements and the extent to which the color plan conforms with the approved color scheme of and for the Property. Shutters shall be architecturally designed to enhance the structure and all tracks and housings shall be concealed from view when not in use or otherwise painted so as to disguise their presence.

Section 8. Garages. All enclosed garages shall open onto the sides or rear of the improvements built thereon. All garage doors shall be painted, no staining, varnishing or finish is allowed that shows the wood grain.

Section 9. Sidewalk and Curb. Each Lot Owner is responsible for maintaining the sidewalk and curb abutting Owner's Lot clean and free of stains, oils, paint, etc. and also responsible for repairs and/or replacement of all or any damaged or cracked portion of said sidewalk or curb.

Section 10. Landscaping. A basic landscaping plan for each Lot in the Property must be submitted to, and approved by the ARB. (Approval of landscaping plan does not signify compliance with these restrictions. An evaluation of the size and amount of trees, shrubbery and ground cover in place after completion of landscaping work shall be the factor used to determine compliance). Each Owner

must plant a hedge along the side property line of the Lot where a wall is not required. Completion of landscaping work must be done prior to securing the Certificate of Occupancy from Metropolitan Dade County. No loose rocks or gravel of any type is to be used anywhere, as groundcover or otherwise. Each Lot Owner must expend approximately three (3) percent of the construction cost of the improvement on landscaping, (the cost of plan preparation and the cost of grass or sod is excluded from this amount). Cost of landscaping in place, on all Lots in the Property where an improvement has been built, shall always be equal to at least three (3) percent of the original cost of construction of the improvement thereupon built.

There shall be, within each platted Lot a "Green Belt" consisting of a landscaped area, running east to west, consisting of not less than twenty (20) feet wide, and which shall extend north to south from the interior boundary of the sidewalk bordering the Lot to the front line of each building. Said "Green Belt" shall be free of vehicular traffic and parking but may include a pedestrian walkway. Any plans to modify, remove, or alter any part of the landscaping of a Lot must have the approval of the ARB. The Developer shall install all landscaping in the Swale Area. The only planting allowed in the Swale Area is the landscaping installed by the Developer and maintained by the Association.

Section 11. Perimeter Walls. Together with the construction of an improvement on any Lot in the Property, Owners shall construct perimeter walls, as follows:

a. Side wall: A five (5) foot high CBS wall (height measured from the crown of N.W. 155 St.), matching the finish of the wall built on the rear of the Lot, must be erected along the side property line of the Lot which is closest to the curb cut (unless one has already been constructed). The wall must meet the perimeter wall located in the rear of the Lot and the wall to be located in the front of the Lot, herein described in sub-paragraph b.

b. Wall in Front of Lot: A thirty-six (36) inch high CBS wall (height measured from the crown of N.W. 155 St.), matching the finish of the wall built on the rear of the Lot, to be located eighteen (18) inches from the front property line of the Lot and which shall extend across the full frontage of such Lot (drive cuts, Green Belt and pedestrian walkways excepted).

c. Wall in rear of lot: Owner shall not remove, modify, improve, attach any object or device or build onto or otherwise disturb the design, and construction of the wall located in the rear of Owner's Lot. The subject wall is located inside of Owner's property line, therefore it is Owner's wall, his/her property and responsibility in each and every aspect and respect, including proper maintenance and insurance, especially liability, replacement in case of accident, etc. The Lot Owner shall be responsible for the care and maintenance of the wall.

d. All perimeter walls shall be painted in accordance with the guidelines and approved color scheme as may be established by the ARB.

Section 12. Roofs. All buildings shall use clay tile, in the basic orange color, as defined by the ARB, as their overall roof material and shall have a pitched roof with a pitch of not less than four (4) in one (1). Buildings spanning more than one Lot may be permitted to deviate from these requirements at the discretion of the ARB.

Section 13. Driveway and Parking Lot Construction. Surface of driveway and parking spaces (if any), from the sidewalk to within twenty-five (25) feet from the front property line of the Lot, must be interlocking brick design equal to that installed on the N.W.

155th Street median strip by Developer and as approved by the ARB. Balance of driveway and parking lot construction must be either: individual or interlocking brick, asphalt, brick paver, ceramic tile or stamped concrete. Samples of finishes, including colors, must be submitted for approval to the ARB prior to construction. All Owners shall use curb cut (entrance driveways) to Lots as constructed by Developer.

Section 14. Exterior Lights. Each Lot having an improvement constructed thereon must have adequate exterior lighting in the parking lot.

Section 15. Identification Signs. No Owner shall paint or affix any symbol, plaque, lettering or numbers anywhere on the Property, nor to any wall, mailbox, nor in landscaping, improvement or any other structure on the Property, except as specified by the ARB.

Section 16. Antennae and Other Objects. Aerial, antenna, antenna receiving dish, or ham radio antenna, shall only be placed on a Lot upon the prior written approval of the ARB, which shall require, among other things that it be at the lowest possible height and in a location in the rear of the improvement not visible from the street.

17. Utility Connections. Building connections for all utilities, including, but not limited to water, sewer, electricity, telephone and television shall be run underground from the connecting points to the building structure in such a manner to not be visible from N.W. 155th Street.

Section 18. Air Conditioning Units. Only central air-conditioning (heating) equipment may be used. No central package or condensing unit shall be installed in the front of an improvement. All equipment located on the sides of an improvement shall be blocked or hidden from view through the use of a CBS wall (enclosure) which shall be shown on the plans and approved by the ARB, all enclosures must be finished and painted on all exposed surfaces and of a height and size sufficient to completely hide said equipment from view.

Section 19. Lighting. All lighting shall be designed so as to minimize the effect on surrounding improvements.

Section 20. Lots Used for Parking. Lots may be used for parking purposes. The ARB shall work with, and issue individual specifications for design, construction of perimeter walls, setbacks, location, density and height of landscaping to the Owner and/or Architect, based on the location of the Lot (s) and the extent to which the walls, setbacks and landscaping, affect the surrounding Lots and the Property in general.

Section 21. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for garbage, rubbish, refuse, trash, or other waste. No garbage, trash, refuse, rubbish or other waste shall be deposited or kept at any improvement except in clean, suitable and sanitary containers. All such containers shall be located on the rear of the improvement.

Section 22. Sale or Rent Signs. Only one two-faced sign, eighteen (18) inches high by twenty-four (24) inches wide, advertising the property for sale or for rent shall be allowed, th background color of the sign is to be white with black lettering. Signs may only be displayed in black posts and may only be placed immediately in front of the wall located in the front of the Lot, and within five (5) feet east or west of the curb cut. On vacant lots advertised for sale, the above shall apply, except that the sign shall be placed no closer than ten (10) feet from the front property line. The information detailed in said sign shall be

limited to whether the property is "For Sale" or "For Rent", the Owner and/or agent's name and phone number and a description of the subject property. During construction of an improvement, one (1) sign may be used in the Property to advertise it for sale or rent, the sign shall be no more than sixteen (16) square feet in size. This sign may be displayed only during the construction period, this construction period shall be defined as: commencing when work starts on the foundation of the improvement and ending one (1) month after the completion of construction, or the issuance, by the proper governmental agency, of a permanent Certificate of Occupancy for the improvement, whichever comes first. During construction of an improvement, No sign shall be located in the swale area or within 10 feet of the front property line of any Lot.

Section 23. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any other person.

Section 24. Water Supply. No individual water supply system shall be permitted on any Lot, except for use in sprinkler systems.

Section 25. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

ARTICLE IX. GENERAL RESTRICTIONS

Section 1. Commercial Trucks, Trailers, Boats, Vans, etc. In order to maintain the high standards of the Property with respect to appearance, no boats, house trailers, recreation vehicles or boat trailers may be parked overnight on the Property. Commercial vehicles, such as trucks, pick-up trucks, vans or minivans may be parked overnight on the Lot, except that they must either be garaged or placed at the rear of the building, out of the public view. No vehicle may be parked such that it shall serve as advertisement to any Owner's business in the Property or elsewhere, nor with "For Rent or "For Sale" signs displayed. All vehicles must be parked in the proper and designated parking areas, no parking is allowed on the swale areas or anywhere else on the Lot. No maintenance or repair shall be performed upon any boat, car, or any other vehicle upon any Lot except within the garage where totally isolated from public view. Any vehicle not in operating condition shall be stored in the Owner's garage or removed from the premises. In the event a vehicle is parked on the Property in violation of this Covenant, the Association shall have the right to notify said Lot Owner to remove said vehicle within three (3) days from date of said notice, in the event the vehicle in question is not removed within the specified time frame, the Association shall have the right to have the vehicle removed and any charges in connection with the removal of said vehicle shall be a Limited Assessment against the Lot.

Section 2. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot.

Section 3. Zoning or Variance Request. (Special Use) Any request for variance or request for special use, must be first approved by the ARB prior to submission to Metropolitan Dade County or other governmental body. No variance shall be approved by the ARB that permits less than the parking required by the Metropolitan Dade County Code for an RU-5A use.

Section 4. Completion of Construction. Construction of an improvement in Property must be completed with a permanent Certificate of Occupancy being issued by Metropolitan Dade County within nine (9) months from the date that Notice of Commencement is recorded among the Public Records of Dade County, Florida or from the date of starting the foundation, whichever event is earlier. It is the clear intention of this Declaration to require an Owner of a Lot to diligently pursue construction and completion of his/her improvement.

If, in the sole opinion of the ARB, it is determined that construction on any Lot in Property is not proceeding with due diligence, the Association shall have the right to impose a fine as provided in Article X, Section 11, until it is determined, again in the sole opinion of the ARB, that construction has resumed at a satisfactory pace. Should construction of an improvement not be completed within the time frame specified, the Association shall have the right to impose a fine of fifty dollars ($50.00) per day for each day the improvement remains unfinished. This fine is in addition to the fines detailed in Article X, Section 11.

Section 5. Occupancy of Premises. No party may occupy any part of a Lot or improvement built thereupon until issuance of a Certificate of Occupancy or Completion from the appropriate government agency.

ARTICLE X. GENERAL PROVISIONS.

Section 1. Duration. These Covenants and Restrictions shall run with the land and bind the Property, the owners of a Lot and their respective successors or assigns, and shall inure to the benefit of and be enforceable by the Developer or the Association, their respective legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the initial thirty (30) year period, said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the Members of the Association entitled to cast a vote has been recorded, agreeing to terminate said Covenants and Restrictions.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when posted on premises or mailed, post-paid, to the last known address of the person who appears as the Member entitled to cast a vote on the records of the Association at the time of such posting or mailing.

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, this Declaration or any portions hereof may be amended, changed, added to or deleted at any time and from time to time by a duly recorded instrument approved (i) by the Developer for so long as (1) owns one Lot within the Property and there are, within the Property, vacant lots (lots where improvements have not been built thereupon), whether said lots are owned by Developer or by others; or (2) it owns one Lot within the Property and additionally owns Lots Contemplated to be Platted; or alternatively, (ii) by the Association provided that at a duly called meeting of the Members at which a quorum is present the holders of not less than three-fourths (3/4ths) of the votes cast by Voting Members present in person or by proxy have approved the amendment, provided that so long as the Developer (1) owns one Lot within the Property and there are, within the Property, vacant lots (lots where improvements have not been built thereupon), whether said lots are owned by Developer or by others; or (2) it owns one Lot within the Property and additionally owns Lots Contemplated to be Platted, the Developer's written consent must be obtained, and further provided that no amendment affecting the rights and obligations of the Developer shall be adopted or effective unless the Developer's written consent is obtained. In the event any governmental related lending institution requires a modification of this Declaration as prerequisite to accepting the properties for financing, such amendment may be adopted by a majority vote of the Board without the necessity of any

other approval or Member Vote.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recording in the Public Records of Dade County, Florida.

Section 7. Special Taxing District. Developer hereby states that the Property is part of a Special Taxing District for street lighting, as defined by Metropolitan Dade County. Each Lot Owner is required to cooperate in any effort conducent to the establishment of said Special Taxing District and to pay his/her assessment/tax as set each year pursuant to the provisions of the Ordinance creating said Special Taxing District.

Section 8. Ordinances Vacated. In the event Metropolitan Dade County abandons or vacates any Ordinance, or assigns enforcement of any Ordinance to any municipality or vacates or abandons enforcement of any Ordinance affecting the Property, the Association, through a majority vote of the Board, may impose upon each Lot and Lot Owner the force and effect of such Ordinance as it was set forth at the time of Platting of Property. The Association shall then enforce the Ordinances in question, and if The Association incurs any expense in doing so, the cost of such action shall be a Limited Assessment against the Lot.

Section 9. Rules and Regulations. The Board may promulgate Rules and Regulations from time to time as may be necessary to implement the purpose of this Declaration, the Articles and By-Laws. Every Owner shall comply with all of the covenants and restrictions set forth in this Declaration and all Rules and Regulations adopted by the Association from time to time.

Section 10. Enforcement. Failure of any Owner to comply with this Declaration and such Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall also have the right to suspend voting rights.

Section 11. Penalties. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for the failure of an Owner, his family, guests, invitees, employees, tenants (or their family, guests, invitees or employees) to comply with any provision, covenant, restriction or rule or regulation, or other matter contained herein, in the Articles, or the By-Laws; provided the following procedures are adhered to:

a) Notices. The Board, through its designee or employees, shall notify the Owner of the infraction or infractions within ten (10) days of said infraction coming to the attention of the Board.

b) Hearing. Owner shall have the right, within ten (10) days of notice, to make a written presentation to the Board explaining reasons why the fine or fines should not be imposed. A written decision of the Board shall be mailed, return receipt requested, to the Owner not later than twenty-one (21) days after receipt of Owners written presentation. All interested Owners shall be permitted to make known their comments, in writing, to the Board of Directors with respect to such matters.

c) Fines. The Board may impose fines (which shall be considered Limited Assessments) against such Owner's Lot, as follows:

1) First fine for non-compliance, violation: a fine not in excess of Fifty ($50.00) Dollars.

2) Second fine if non-compliance or violation persists after ten (10) days or for a repeat of previous violation: a fine not in excess of One Hundred Fifty ($150.00) Dollars.

3) Third and subsequent non-compliance or violation or violations which are of a continuing nature or for the repeat of a previous violation: A fine not in excess of Three Hundred ($300.00) Dollars (or a fine not in excess of Three Hundred ($300.00) per month, in the event of a non-compliance or violation which is of a continuing nature).

d) Collection of Fines. Fines shall be treated as a Limited Assessment subject to the provisions for the collection of Assessments as set forth in Article IV hereof.

e) Application of Penalties. All monies received from fines shall be allocated as directed by the Board.

f) Non-Exclusive Remedy. The remedies provided herein for fines shall not be construed to be non-exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; which rights and remedies shall include, without limitation, an action at law to recover damages on behalf of the Association or on behalf of any Owner(s), an action in equity to enforce performance on the part of any Owner(s), an action in equity for such equitable relief as may be necessary under the circumstances (including, without limitation, injunctive relief) and any other remedies and rights the Association may have pursuant to this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, by law or otherwise; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

g) In any proceeding arising because of an alleged non-compliance or violation of this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations of the Association, the Association shall be entitled to recover its costs, including but not limited to administrative costs incurred in seeking compliance and enforcement and reasonable attorney's fees and costs (including those on appeal, if any). The remedies provided in this Section 11, Article X, shall not apply to or be available against the Developer, its agents, employees, contractors, or to Lots or Property owned by the Developer.

IN WITNESS HEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

LOVELL, INC.

Maxine Maxa
MAXINE MAXA

By: _____
R. O. Lovell, President

Attest: E. B. Lovell
E. B. Lovell, Secretary

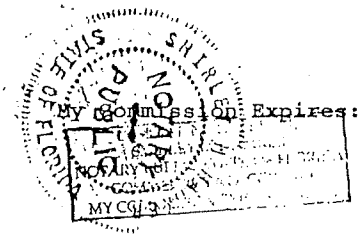
(CORPORATE SEAL)

SEAL

OFF. REC. 16296PG4112

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 25th day of March, 1994, by R. O. LOVELL and E.B. LOVELL, as President and Secretary of LOVELL, INC., a Florida corporation on behalf of the corporation.



Shirley M Hamker
Notary Public, State of Florida
Shirley M. Hamker-1498 W. 84th St. Hialeah, Fl.

My Commission Expires:

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

COMMUNITY REMINDERS
& IMPORTANT INFORMATION

AFTER-HOURS ASSISTANCE (EMERGENCIES ONLY)

After-Hours Assistance should only be used for emergencies involving Association-maintained property, such as:

- Major water leaks
- Electrical issues affecting common areas
- Other urgent maintenance emergencies

For general inquiries, please contact the GRS Management office during normal business hours.

PARKING ENFORCEMENT

The Association actively enforces its parking rules to maintain a safe and orderly community.

- **Assigned & Private Parking Enforcement** – Ensuring vehicles are parked only in their designated or authorized parking spaces.
- Vehicles parked in unauthorized spaces or otherwise in violation of the Association's parking rules may be subject to enforcement, including towing or other applicable action.
- All customers, employees, contractors, vendors, and visitors must park within the property parking lot. The center parking areas are for short-term customer parking only. Long-term or employee parking in these areas is not permitted.

REMINDERS

ASSOCIATION PAYMENTS

Association payments are due twice each year, in **January** and **July**.

Please ensure payments are made by the due date to avoid late fees or other collection actions.

ARCHITECTURAL REVIEW BOARD (ARB) APPROVAL

All exterior modifications must be approved through the ARB Process, including but not limited to:

- Roof replacements
- Driveways
- Windows, doors, and more
- Exterior painting
- Fences
- Landscaping

Work may not begin until written approval has been received.

SIGNS AND ADVERTISING

Property signage and any advertising are not allowed without prior approval from the Association.

Please submit a request to Management for any special event signage.

GRS MANAGEMENT, INC.
15280 NW 79th Court, Suite 101
Miami Lakes, FL 33016

Office
305-823-0072

Email
customer@grsmanagement.com

AFTER-HOURS ASSISTANCE (EMERGENCIES ONLY) | **305-823-0072** | After-Hours Assistance should only be used for emergencies involving Association-maintained property.

Thank you for helping us maintain a safe and beautiful community.

GRS MANAGEMENT, INC.

A SAFE, BEAUTIFUL, AND WELCOMING COMMUNITY!