

OFF. 1887102405
REC.

EXHIBIT "B"

RULES & REGULATIONS

1. In order to preserve the beauty, uniformity and symmetry of any Subdivision now or hereafter created within the Property, after Turnover, no building, wall or other structure, sign or improvement of any nature (including but not limited to pools, pool decks, terraces, tennis courts, Jacuzzi, basketball courts or hoops) shall be erected, placed or altered on any portion of the Property, including any Residential Lot until the construction plans and specifications and a plan showing the location of the structures have been approved in writing by the Miami Lakes Architectural Control Committee, ("Architectural Control Committee"). Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the Property only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee seem sufficient. Any change in the exterior appearance of any building, wall, other structure, sign or improvement, and any change in the appearance of the landscaping as approved and installed prior to Turnover shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee's address currently is _____.

A majority of the Architectural Control Committee may take any action the Architectural Control Committee may take, and may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee, its members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any other party by reason of mistake in judgment, negligence or non-feasance of said Architectural Control Committee, members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Any party submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any owner by acquiring title to any of the Property agrees that such person will not bring any action or claim for any such damages against the Architectural Control Committee, its members, their successors and the committee's agents and employees. In connection with the Property after Turnover and the Architectural Control Committee:

(1) The approval of plans, specifications and plot plans by the Architectural Control Committee shall extend and apply to the exterior colors and materials; exterior lighting; the number of spaces, dimensions of spaces, design, layout and location of all parking areas; which parking areas shall be screened from access roads and adjoining property in accordance with approved landscape plans; storm drainage facilities and finish grades so that water runoff from the Property will not create a nuisance or hardship to adjoining property; air conditioning installations; and curb coats, driveways, and vehioular access to the Property;

(11) The structures, paved areas, landscaping and grounds of the Property and any Residential Lot shall be maintained in a neat and attractive manner. Upon failure to do so by any Individual Owner of a Residential Lot or by the owner of any other portion of the Property (such Individual Owner or other

owner hereinafter referred to as "Owner"), the Architectural Control Committee, may, at its option, after giving the Owner ten (10) days' written notice sent to Owner's last known address, have that portion of the Property or a Residential Lot cleaned (including, without limitation, the removal, hauling away and disposal of old or wrecked vehicles) and have the grass cut and landscaping maintained and removed and replace any landscaping materials that are, in the judgment of the Architectural Control Committee in need of replacing, when and so often as necessary in their judgment. Upon any Owner's failure to maintain any building, structure, paved area, driveway or sidewalk all in good repair and appearance, the Architectural Control Committee may, at its option, after giving any Owner thirty (30) days' written notice sent to the Owner's last known address, make repairs and improve the appearance in a reasonable and workmanlike manner and such work may include, without limitation, the following: cleaning, painting, repairing, replacing and taking care of the exterior building and structure surfaces, signs, lights and light standards, roofs, gutters, downspouts, windows and doors. Such Owner shall reimburse the Architectural Control Committee for the cost of any work above required and to secure such reimbursement, the Architectural Control Committee shall have a lien upon the parcel upon which the work was performed enforceable as herein provided. Upon performing the work herein provided, the Architectural Control Committee shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with said Owner. Said notice shall state the costs of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages or by any other means provided by law. The amount due and secured by said lien shall bear interest at eighteen percent (18%) per annum from the date of recording said notice of lien and in any action to enforce payment, the Architectural Control Committee shall be entitled to recover costs and attorneys' fees. The liens herein provided shall be subordinate to the lien of any first mortgage encumbering the Property or any portion thereof to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided;

(iii) No tents, trailers, vans, shacks, storage sheds or any kind or size, tanks (excepting underground tanks) or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property or any Residential Lot except those needed during construction, and after the completion of construction of the main structure and issuance of a certificate of occupancy, all such tents, trailers, vans, shacks, tanks (except underground tanks), temporary and accessory buildings or structures shall be removed forthwith. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Residential Lot at any time as residence either temporarily or permanently.

(iv) At all times during the course of construction of improvements and landscaping upon the Property, construction debris of all kinds will be removed from the Property and adjoining streets and when such construction or landscaping is completed, all debris, equipment and excess surplus or

remainder of construction materials, of whatever nature, shall be promptly cleared and removed from these adjoining properties. Construction shall be deemed completed when a Certificate of Occupancy is issued.

(v) In order to maintain the high standards of the Subdivision with respect to residential appearance, no commercial vehicles (including commercial trucks and commercial vans), boats, campers, house trailers, boat trailers, motor homes, recreational vehicles, and trailers of every other description whether operable or inoperable, shall be permitted to be parked or to be stored at any place on any Residential Lot within the Subdivision, (including but not limited to public streets, driveways and parking lots) except in an enclosed garage (no open carports shall be permitted), or except during periods of approved construction on a Residential Lot. For the purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. Without limiting the generality of the foregoing, any vehicle which contains commercial-type lettering, graphics or any other form of commercial advertising shall be deemed to be a "commercial vehicle", and any passenger-type van which does not have windows beyond the driver's seat shall be deemed to be a "commercial vehicle". This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. Upon discovery of a violation under this paragraph, the Architectural Control Committee, may at its option, after giving the Owner ten (10) days' written notice sent to his last known address, have the referenced items towed from their location at the Owner's expense;

(vi) Outside storage of materials, supplies or products shall not be permitted within any setback area, whether located in the open or whether situated within a trailer, van or other type of container, and further, all such outside storage shall be located in such place, or properly screened by a masonry wall, so as not to be visible from any property line;

(vii) No part of the Property and no building or other improvement thereon shall be used for any purpose or in any such manner which shall be a nuisance to the occupants or owners of any neighboring land or building by reason of the emission from said land or any part thereof, or the creation thereon, of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, reflected sunlight, vibrations, radiation or waste or otherwise. The Architectural Control Committee is vested with the authority to issue, amend and cancel from time to time specified performance standards;

(viii) As to any landscaping after Turnover, the Architectural Control Committee shall have the right to approve landscaping plans for the Property, including any Residential Lot. At the time plans are due to be presented to the Architectural Control Committee, the committee shall be furnished with an extra copy of the site plan and all other plans required to be submitted to the Architectural Control Committee. The plan will include grass, irrigation, trees and other major landscape features. The landscaping, including, without limitations, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owners as originally approved and installed prior to Turnover unless the prior approval in writing of any change is obtained from the Architectural Control Committee. Such approval shall not be unreasonably withheld with regard to any minor changes proposed. All irrigation for the Property, including any Residential Lot, must be installed underground;

(ix) No fences, walls or other enclosures shall be constructed in the back of any Residential Lot which are parallel to the bank of the Lake, except for fences around pools as are customarily used around open-air pools. Such pool fences must not exceed 4 feet in height and must be constructed of either aluminum or wrought iron. No chain-link or wood pool fences shall be permitted. No fence, wall or other structure shall be built, erected, placed, altered or extend beyond the top of the Lake slope as such slope is indicated on any plat of the Property. Fences on any Residential Lot shall at all times be a maximum height of six (6) feet above the natural grade provided by the original developer of any Subdivision. The framework of all fences must face to the inside of any Residential Lot or on the inside of a double faced fence having an identical design on both sides;

(x) No clothes lines or drying yards shall be so located as to be visible from any Residential Lot within the Subdivision or from the Lake;

(xi) All buildings shall have cement or clay tile roofs, except that flat roofs may be built with other materials approved by the Architectural Control Committee;

(xii) No exterior antennas, satellite dishes (except for satellite dishes 24" or less in diameter which must be located in the back yard of any Residential Lot) or similar equipment shall be permitted on any portion of the Property, including any Residential Lot. All Solar Hot Water Systems must be approved by the Architectural Control Committee. Nothing contained in these Restrictions shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Committee. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

(xiii) No noxious or offensive activity shall be carried on upon the Property or any Residential Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood;

(xiv) No signs of any kind shall be displayed to the public view on the Property (except for a development sign for any project on the Property within common areas after approval by the Architectural Control Committee) or any Residential Lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than five (5) square feet advertising the property for sale or for rent;

(xv) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property or any Residential Lot, except that dogs, cats, or other household pets may be kept: provided that they are not kept, bred, or maintained for any commercial purpose or in excessive numbers;

(xvi) No garbage, refuse or rubbish shall be deposited or kept on any Residential Lot except in a suitable container. Such container shall be placed in an underground receptacle or shall be shielded by a garbage bin so that the container is not visible from any point on the front Residential Lot line of said Residential Lot; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. Notwithstanding the foregoing, garbage cans may be kept in the back yards of any Residential Lots provided

the same are not visible from outside such Residential Lot (including visibility from the Lake). All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition;

(xvii) No changes, alterations, or modifications of any kind shall be made to the perimeter wall within the Property without the prior written approval of the Architectural Control Committee, as set forth in Paragraph 4 hereof;

(xviii) As to all of the Residential Lots which are waterfront Residential Lots, and as to the Lake, the following restrictions shall be additionally applicable:

- (a) No boathouse, dock, wharf whether floating or attached or, seawall, pool, pool deck, sun deck, Jacuzzi, hot tub, tennis court, terrace, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of the Lake or beyond the top of the lake slope as such slope is indicated on any recorded plat. In addition, no other structure such as a gazebo, etc., may be erected which is visible from the Lake, except for one single structure for the common use of the Individual Owners similar to the one constructed along the lake at Regatta Point. Prior to the construction of such structure, the construction plans and specifications and a plan showing the location of the structure must be approved by the Architectural Control Committee as to quality of workmanship and materials, harmony with the exterior design and color of the existing structures, location with respect to topography and finish grade elevation, and desirability. It is the intention of this instrument to authorize the Architectural Control Committee in its sole discretion to approve or disapprove any such structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such other structure on the waterfront. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.
- (b) No powerboat or other mechanically powered water craft or device propelled by other than manpower or sail shall be used or operated on Lake, unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation.

Lake includes all of such water areas on any recorded plat to the shoreline, whether or not the water area is over a portion of a Residential Lot. The term "waterfront Residential Lots" includes all Residential Lots any part of which Residential Lot touches the high water mark of the Lake.

(xix) No individual sewage disposal system shall be permitted on any Residential Lot.

(xx) No individual water supply system shall be permitted on any Residential Lot, except for use in air conditioners, swimming pools and sprinkler systems; provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

(xxi) Only screen enclosures shall be permitted around swimming pools or rear patio areas, and then only those approved by the Architectural Control Committee.

(xxii) No Individual Owner shall install on a Residential Lot, and the Architectural Control Committee shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used by the developer of the Subdivision. Further, no Individual Owner shall change any existing sidewalk or driveway in a manner inconsistent with this provision.

(xxiii) No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Committee.

(xxiv) No illegal or commercial activity shall be carried on or conducted upon all or any portion of the Property.