



Costa del Sol Ass.

CONDOMINIUM “CLUSTER A”

DOCUMENTS

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CERTIFICATE OF AMENDMENT TO DECLARATIONS OF CONDOMINIUM OF

COSTA DEL SOL CONDOMINIUM NO. 1, COSTA DEL SOL CONDOMINIUM NO. 2, COSTA DEL SOL CONDOMINIUM NO. 3, COSTA DEL SOL CONDOMINIUM NO. 4, COSTA DEL SOL CLUSTER A CONDOMINIUM

WHEREAS, the Declarations of Condominium of Costa Del Sol Condominium No. 1, Costa Del Sol Condominium No. 2, Costa Del Sol Condominium No. 3, Costa Del Sol Condominium No. 4 and Costa Del Sol Cluster A Condominium were duly recorded in the Official Records Book of Dade County, as follows:

- Costa Del Sol Condominium No. 1 - OR 8716 P 450
Costa Del Sol Condominium No. 2 - OR 8716 P 528
Costa Del Sol Condominium No. 3 - OR 8716 P 607
Costa Del Sol Condominium No. 4 - OR 8716 P 684
Costa Del Sol Cluster A Condominium - OR 11093 P 323

WHEREAS, the Costa Del Sol Association, Inc., (the "Association") is the entity responsible for the operation of the above-referenced condominiums; and

WHEREAS, the Association, through its Board of Directors, has the power to adopt reasonable rules and regulations; and

WHEREAS, the Association is desirous of recording these Rules and Regulations so as to provide constructive notice to those individuals who acquire units in the above-referenced condominiums; and

WHEREAS, at the duly called and convened meeting of the Board of Directors held on July 2, 1986, the Board approved the Rules and Regulations attached hereto as Exhibit "A" by unanimous vote of the full Board in accordance with the requirements of the applicable condominium documents; and

NOW, THEREFORE, the undersigned officers hereby certify that the Rules and Regulations set forth in Exhibit "A" are a true copy of the Rules and Regulations as approved by the Board of Directors.

WITNESS our signatures hereto this 11th day of August, 1986.

Attest: [Signature] Secretary
By: [Signature] President
COSTA DEL SOL ASSOCIATION, INC.

(SEAL)

STATE OF FLORIDA :
: SS
COUNTY OF DADE :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James J. Prosser and S.P. [Signature] well known to me to be the President and Secretary of the corporation executing this instrument, and that they acknowledged executing the same voluntarily under the authority duly vested in them by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 11th day of August, 1986.

NOTARY PUBLIC STATE OF FLORIDA
BY CHRISTOPHER G. JONES, JR., 1986
ISSUED THIS GENERAL REG. NO.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA
(Seal)



My Commission Expires:
This instrument prepared by:
ANTHONY A. KALLIHE
BICKER, POLAKOFF & STEPHEN, P.A.
DADLAND TOWERS
7300 S DADLAND BLVD, SUITE 408
MIAMI, FLORIDA 33154

FILE: 300042021

RULES AND REGULATIONS

These Rules and Regulations allow us to live in relatively close quarters as friends and good neighbors.

WELCOME TO BEAUTIFUL COSTA DEL SOL.

COMMON GROUND

We as owners of Costa collectively own the common ground which includes all roadways and all areas not under our individual roofs. Since this land does not belong to us individually, we cannot make any changes or additions whether permanent or of a temporary nature without the Board of Directors approval.

1. No trees, shrubs or plants shall be planted or removed from common ground.
2. All activities, barbecues, etc., on common ground shall be done with consideration for neighbors.
3. Lounges, chairs, barboques, children's toys or furniture shall not remain on common ground overnight.

ARCHITECTURAL APPROVAL ... FIRST!

Any plans for building or construction must first be submitted to the Board of Directors for approval. Call the Association Office for proper procedure (592-2292).

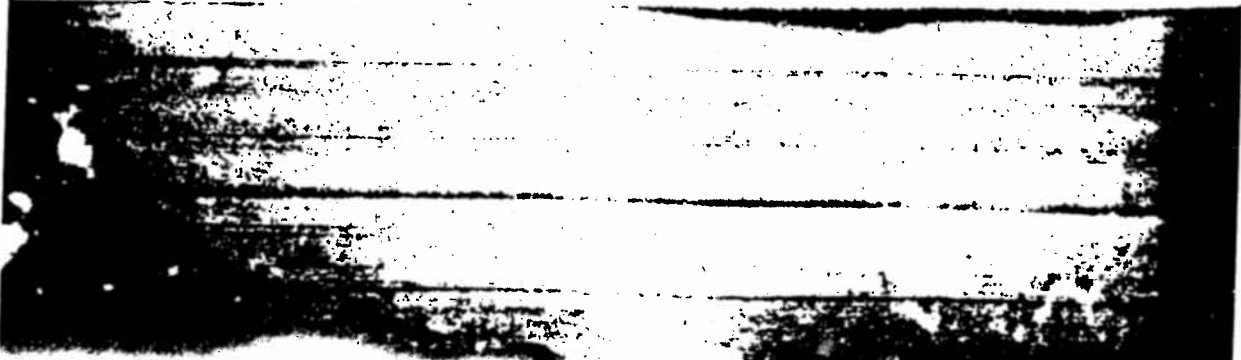
There will be no changes, alterations, or painting to the outside of any unit without prior authorization from the Board of Directors.

Any infraction of this rule will be dealt with by having it removed and a fine levied to the owner or individual. Please abide by Costa rules to avoid any unpleasant legal situation.

GARAGE

Although garages are within the individual owners jurisdiction certain basis rules still apply.

1. Bedding, clothes or laundry of any type are not to be dried in the garage.
2. Do not use garage storage area for furniture or other equipment. Exposed work benches are definitely not permitted.
3. Toys, motorcycles, bicycles, furniture, equipment or any other items that interfere with parking of automobiles within the garage are prohibited.
4. Garages are intended as car parking areas and by not using it as such, you are imposing on your neighbors. Garage is not to be used as a warehouse or storage area.
5. Cars with cloth covers must be parked inside garage area.



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Exhibit "B" - Page 2

6. Garage areas are not to be used as kennels. Animals are not to be penned in garage areas, left to bark, howl or defecate without consideration of your neighbors.

UNNEIGHBORLY CONDUCT

Shouting, loud music and boisterous partying will not be tolerated. It's a violation of the Association Rules to either make or permit any sound or noise audible beyond the boundaries of any individual's private dwelling unit.

PETS

Barking dogs will not be tolerated. Your pet must not create a problem for your neighbors. All four-legged pets must be leashed at all times when in common areas. No pets may cause any disturbance or nuisance. Please be considerate of your neighbors and walk your animals well away from buildings. Pet owners are responsible for pick-up and proper disposal of all fecal matter caused by their pet(s). Pet owners not complying with this rule will be issued a citation and fined. Repeated offenders will be required to dispose of their pet(s).

Neither lessees, nor sub-lessees, of unit owners are permitted to have four-legged pets. Additionally, no guests or invitees of a unit owner or a unit owner's lessee or sub-lessee is permitted to bring a pet into Costa del Sol community.

TRASH

Trash is collected three days per week - Monday, Wednesday and Friday. All refuse intended for collection should be placed in closed plastic containers in (designated area) after 6:00 a.m., on the aforementioned days. Placing refuse in paper or corrugated board or cardboard container is strictly prohibited.

LAKES

Absolutely no swimming or boating is allowed in or on the lakes. Fishing is allowed by Costa residents only, but not on the golf fairway or greens side of the lakes. No live bait is permitted. People other than Costa residents found fishing will be asked to leave.

RESIDENT ADMITTANCE

All resident automobiles must have a Costa decal to gain entrance to the grounds. Contact Association Office (phone 592-2292) to acquire your decal. Residents who fail to exhibit the proper Costa resident decal will be stopped at the gate and subjected to standard recording procedures each time they enter.

OFF. REC. 13000N2023

EXHIBIT "A" - Page 3

GATE PROCEDURE - DECALS

The proper decal exhibited upon arrival at the gate will allow automatic entry.

Following are the types of decals issued:

Resident Decals - Brown on white background, located on the automobile windshield, or (in some cases) a small plastic card exhibited by the driver, will allow immediate entry.

Residents not exhibiting decal in the above manner, will be stopped and subjected to standard recording procedures each time they enter.

Restaurant Decals - Red color decals indicate a regular restaurant customer and may be admitted without recording.

Golf Club, Tennis Club & Health Club Decals - Blue color decals indicate a regular golf, tennis or health club member, and may be admitted without recording.

VISITORS OF RESIDENTS

All non-resident visitors must have telephone clearance from the resident they wish to visit before they are allowed entrance. No "surprise" visitors are allowed for any reason. All visitors will be registered, and will be given an Orange 5" x 9" Temporary Entry Pass for display on their automobile dashboard. A new Temporary Entry Pass must be issued for each visit.

Only Federal, State or County law Officers with proper identification, will be allowed entrance without resident's notice.

MOVING VANS

Moving vans will only be admitted with prior clearance by the Association General Manager after 9:00 a.m., and must be loaded or unloaded and off the grounds by 5:00 p.m. The tag number, driver and destination must be recorded.

service, delivery and other vehicles

Residents must be notified before service/delivery vehicles are allowed entrance. All such vehicles must be registered by tag, name and destination.

Deliveries and service vehicles are permitted on Monday through Saturday between the hours of 9:00 a.m. and 6:00 p.m. only. Exceptions will be made for an emergency nature, such as plumbers, etc., Sundays or Holidays included.

Remodeling and construction is permitted weekdays from 8:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 4:00 p.m.

Remodeling and construction of any nature (inside or outside) will not be permitted on Sundays.

REF: 13000X2024

EXHIBIT "A" - Page 4

SECURITY (GENERAL INFORMATION)

If any resident or visitor refuses to comply with the above Association rules, Security personnel will telephone Association Manager or Security Supervisor immediately. If any personal threats or harmful actions against security personnel should occur, personnel is to record license plate number(s) or other identification, and call Metro Police at once (telephone number 592-6263).

Security personnel should not be involved in an argument or unpleasant situation(s). Any exception, any question, any argument, or any item not hereby covered, is to be referred immediately to the Association General Manager (telephone number 592-2292).

VEHICLE PARKING

Parking space is severely limited at Costa. We must all cooperate. Those owners with more than two automobiles are requested to park at the Association office lot.

Boats, trailers, campers, commercial vehicles, etc., are permitted within Costa only if they are parked within the confines of your garage area.

All vehicles parked overnight within the Costa area must have a Costa resident decal, or proper visitor's pass prominently displayed.

If you double park (one car behind the other), vehicle must not protrude into the public roadway.

Parking on grass areas is not allowed under any conditions.

Cars parked outside garage area must bear current license plate, otherwise they will be towed, at owner's expense.

The Speed Limit in Costa is 23 MPH!

Please do not speed. Watch out for children, runners, and animals. Motorcycles must be operated in a manner so that the noise is not offensive. No vehicle shall be operated on surfaces other than regular roadways. All operators of motorcycles and other motorized vehicles must be licensed drivers.

All three-wheel ATC/V are prohibited at Costa. Reckless and inconsiderate drivers or noisy vehicles will not be tolerated in our community. Operating a vehicle in this manner is contrary to our Condo Laws.

Our lives are at Stake - Speeding or passing is not permitted at Costa. This action is subject to citation, fines, and/or legal action. The minimum fine is \$50.00. Metro police will also be summoned.

REF: 1300072025

EXHIBIT "A" - Page 5

Abide by the maximum speed limit of 21 MPH. Let's keep this a safe environment.

All guests are required to park in designated parking areas. Said parking areas are located across the roadway from all units. All parking slots are distinguished by white parking curbs. Street parking cannot be allowed. Any activity planned where five (5) or more cars are expected, prior arrangements must be made with the Association Manager's office or security for additional parking space.

All vehicles must obey traffic directional signs posted on Costa del Sol grounds. Attention - Entrance to Cluster Four is one way!

BOATS, RECREATIONAL VEHICLES, ETC.

No boats, motor homes, campers, trailers etc., are to be admitted to Costa if larger than resident can park in his own garage (about twenty feet long by seven feet high). Any violation of above parking regulations can result in towing and/or fines.

MAINTENANCE FEES

Maintenance fees are due at Association office on the first of each month. The penalty for late payment (after the 15th of the month) is as follows: \$25.00 will be charged to your account and the payment will reflect on the next statement. After sixty days, legal action (Lien, foreclosure, etc.) will be instituted.

RENTAL AND SALES

An application is to be filled out by the Buyer/Renter and submitted to the General Manager. The application is to be accompanied by a fifty dollar (\$50.00) fee for review of the application and processing.

All unit owners desiring to rent or sell their unit must contact the General Manager. The Manager will forward to the Board of Directors, or its appointed committee, for its review. The application must be accompanied with a copy of the sales contract or lease. Thirty days notice is required for approval for sale. Ten days notice is required for approval of lease.

The Board of Directors will approve or disapprove the application. The General Manager will personally interview all prospective residents and see that they receive a copy of the Rules and Regulations.

EXHIBIT "A" - Page 6

EXHIBIT "A" - Page 6

New residents are required to obtain a copy of the Rules and Regulations and Costa decal for each of their automobiles, before such new resident shall be allowed to bring or cause their personal property to be brought upon the condominium property.

PACKAGES

The guard station cannot accept messages, notes, packages, checks or goods of any description. However, the Manager's office will provide this service for any Costa resident during normal business hours, 8:00 a.m. to 4:00 p.m., Monday through Friday - Holidays and weekends excepted.

SEASONAL RESIDENTS

Seasonal Residents must have a resident decal as outlined earlier in these Rules and Regulations, but may use the small plastic card type if driving rental autos.

CONSTRUCTION PERSONNEL

All construction personnel must use the south "construction gate" entrance. Any construction personnel using the front gate will be subjected to the standard recording procedure.

TAXI CABS

All taxi cabs called by residents must be recorded at gate, and the specific resident called, to confirm the taxi request.

Taxis with returning residents as passengers will be stopped, and the resident must absolutely be recognized as passengers, by driver's license, credit cards, voter's card, etc.

Any resident who has a complaint or suggestion should contact the General Manager in writing or appear in person at the Board of Directors Meetings.

"COSTA WATCH" PARTICIPATION

All Costa residents are urged to work together and become "Costa Watchers." Following are a list of items to watch for and who to report them to, either the General Manager or the Front Gate Security or to both.

1. Street lights not working. (General Manager)
2. Broken sprinklers (spouting). (General Manager)
3. Vehicles parked on lawn areas. (Security)
4. Any signs of vandalism. (General Manager & Security)
5. Observation of speeders. (Security)
6. Observation of illegal entry attempts or suspected burglary in process. Do Not Attempt to intervene, but telephone Security or Metro Police.
7. Unusual events, dead animals in roadways,

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EXHIBIT "A" - Page 7

7. continued.
downed trees, downed poles and/or powerlines,
medical assistance, power outages call Security
or Metro Police.
8. Any resident noticing infractions of the Association's
Rules and Regulations should report same to the
General Manager or Security Gate Personnel.

CORRECTIVE ACTION

Breach of any Costa Rules and Regulations should be presented to the Costa General Manager in writing. The owner will be notified of these infractions. Repeated offenders will be subject to a fine, legal action or both. Any criticism of Costa employees should be brought to the attention of the General Manager.

RECEIVED IN OFFICE RECORDS SECTION
OF THE CLERK OF COURTS, DISTRICT
CLERK OF COURTS
RICHARD P. BRINKER
CLERK OF COURTS

REF: 1603010549

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AMENDMENT TO DECLARATION OF COSTA DEL SOL CONDOMINIUM CLUSTER A

WHEREAS, the Declaration of Condominium of Costa del Sol Condominium Cluster A was duly recorded in the Official Records Book of Dade County, as follows:

Costa del Sol Condominium Cluster A - O.R. 11893, p 323 .

WHEREAS, the original developer intended to create a multiphase project the common areas of which would be subject to the control of one association, as evidenced by the Declarations of Condominium for Costa del Sol Condominium No. 1, duly recorded in the Official Records Book of Dade County 8716, page 450; Costa del Sol Condominium No. 2, duly recorded in the Official Records Book of Dade County 8716, Page 528; Costa del Sol Condominium No. 3, duly recorded in the official Records Book of Dade County 8716, Page 607, Costa del sol Condominium No. 4, Page 684, and by the Declaration of Restrictions and Maintenance Covenants for "Costa del Sol", duly recorded in the official Records Book of Dade County Official Record 11893, Page 323; and

WHEREAS, the Declaration of Costa del Sol Condominium Cluster "A" recognizes that the original developer had expressed its commitment to the creation of an open-ended association whose membership would be comprised of all the owners of all the condominiums then existing or to be constructed within the Costa del Sol project; and

WHEREAS, the Declaration of Costa del Sol Condominium Cluster "A" recognizes that a final determination made by a court of competent jurisdiction, with respect to the obligations of Association No. 1 to own and maintain the common areas, would be conclusive as to the powers of Association No. 1 to own and maintain all of the common areas within the Costa del Sol project; and

WHEREAS, by Final Judgment rendered on April 29, 1981, in the case of Jay Core, et al. v. ERO Properties, Inc., et al., Eleventh Circuit Case No. 80-2984, the Court found that:

423

REC. 16030PP0550

5. Costa del Sol Association, Inc. ("the Association") is a Florida not-for-profit corporation and is the sole condominium association governing the affairs and maintaining the affairs and maintaining the property of Costa del Sol.

6. The Association not only is the governing authority for the condominiums, but is the condominium association that was intended by the original developer to govern the future condominiums which may be constructed at Costa del Sol.

39. The Association has the right and duty to control, regulate and manage all of the condominiums which are to be constructed at Costa del Sol.

44. The Plaintiffs ...have proved by a preponderance of the evidence that material allegations of Counts I and II of the Complaint. Accordingly, they shall have Final Judgment ...and the following relief:

46. At such time as the condominiums are constructed within Costa del Sol, the unit owners therein will become members of the Association and be entitled to vote for the election of directors of the Association's Board in accordance with the provisions of the Condominium Documents.

WHEREAS, all of the units conveyed to individual purchasers by the successor developer, Lennar Homes, Inc., were conveyed subject to the Declaration of Restrictions and Maintenance Covenants for Costa del Sol and Exhibits thereto, and subject to the Declaration of Covenants, Restrictions and Easements for Common Areas and Exhibits thereto; and

WHEREAS, the Costa del Sol Condominium Cluster "A" is desirous of recording this Amendment so as to provide notice to those individuals who acquire units in the Condominium; and

WHEREAS, the Amendment has been approved by the Costa del Sol Condominium Cluster "A" in accordance with the applicable provisions of said Declaration of Condominium;

NOW, THEREFORE, in consideration of the matters contained herein, the undersigned do hereby recite the following:

Section 1.3 Name. The name by which this condominium is to be identified is: Costa del Sol Condominium Cluster "A" (hereinafter called Condominium Cluster A and/or "the Condominium").

Section 2.2 "Articles" means the Articles of Incorporation of Costa del Sol Condominium Association, Inc.

REC: 1603010551

- Section 2.4 "Association" means Costa del Sol Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of Costa del Sol Condominiums Estepona 1, 2, 3 and 4 and Condominium Cluster A and Costa del Sol Condominium A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W.
- Section 2.5 ~~"Association No. 2" means the Costa del Sol Property Owners Association No. 2, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Common Areas.~~
- Section 2.8 "By-laws" means the By-laws of the Costa del Sol Condominium Association, Inc.
- Section 2.12 "Common Expenses" means all expenses incurred and Assessments (and Special Assessments levied against all of the Units of the Condominiums) by the Association ~~for the Condominium.~~
- Section 2.13 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominiums, including but not limited to, Assessments, Special Assessments, rents, profits and revenues on account of the Common Elements, a the amount of Common Expenses.
- Section 2.15 "Condominium Property" means the land and personal property that are subject to condominium ownership under the Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominiums.
- Section 2.17 "Costa del Sol Project Lands" means and refers to the land upon which the Costa del Sol Project is to be located and constructed, which lands are delineated on the Site Plan attached to the Prospectus as Exhibit 1. ~~With the exception of this Condominium and the existing condominiums created by Developer, the Costa del Sol Project -- Stage 2 to be constructed on the Costa del Sol Project Lands is a projected plan of development only and nothing herein contained shall be construed as making it obligatory upon the Developer to construct said project or in accordance with any particular plan of development.~~
- Section 2.19 "Costa del Sol Project - Stage 2", except as provided in Section 2.18 above, means the developed portions of the Costa del Sol Project consisting of Condominiums A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and of Costa Del Sol Cluster A Condominium.
- Section 2.23 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) on the Condominium Property, including but not limited to, ~~the Building of~~ Buildings a Building.
- Section 3.4 (a) Support. Each unit of each Building shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

OFF. REC. 16030P0552

- (b) Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property.

Section 7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (~~other than Limited-Common elements-as-provided-above~~) of Condominium Cluster "A" shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners the Owners of Units in Condominium Cluster A as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit-Owners Owners of Units in Condominium Cluster A, in which case such cost and expense shall be paid solely by such Unit Owners.

Section 8 Additions, Alterations or Improvements by the Association. Whenever, in the judgment of the Board of Directors, the Common Elements of Condominium Cluster "A" or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$5,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests of the Units in Condominium Cluster "A", represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements or any part thereof costing in the aggregate of \$5,000.00 or less in a calendar year may be made by the Association without the approval of the Unit-Owners Owners of Units in Condominium Cluster "A". The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners Owners of Units in Condominium Cluster A as Common Expenses.

Section 11 Operation of the Condominium by the Association; Power and Duties.
~~The Association shall be the entity responsible for the operation of the condominium.~~
In order to provide for the efficient and effective administration of Condominium Cluster A by the Unit Owners, and particularly in conjunction with other Condominiums constructed, or which will be constructed in the future within the Costa del Sol Project, a not-for-profit corporation known as Costa del Sol Association, Inc. (heretofore and and hereinafter referred to as "the Association")

OFF. REC. 16030PP0553

has been organized for the purpose of administering the operation and management of Condominium Cluster A and all other Condominiums within the Costa del Sol Project. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-laws of the Association, (respectively, Exhibits 4 and 5 annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(f) Subsequent to the recording of the Amendments to this Declaration, the Association, when authorized by a majority of the voting interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses. No actions authorized hereunder, however, may be taken without prior consent of Developer as long as the Developer owns any Units.

Section 11.01 Membership: The members of the Association shall consist of all the record owners of units in the Condominiums from time to time, and after the termination of the condominiums shall also consist of those who were members at the time of such termination, and their successors and assigns.

Section 12 Determination of the Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium Cluster "A", determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium Cluster A and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair and replacement of the Common Elements, Special Assessments levied against all of the Units of the Condominium, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations, or by the Association. Any budget adopted shall be subject to change to

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cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, any charges for cable television services and auxiliary services, if provided to all of the Units of the Condominium Cluster A shall be deemed to be a Common Expense. The Board of Directors in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium Cluster A. Accordingly, the provisions contained in Section 13 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for cable television services and auxiliary services.

Section 12.1 Costa del Sol Project Costs. Each Unit Owner shall be charged with a portion of those costs and expenses (herein referred to as "Costa del Sol Costs") incurred by the Association in connection with those facilities and amenities of the entire Costa del Sol Project, such as, by way of illustration and not in limitation thereof, the maintenance, costs and expense of maintaining and operating the Common Areas, the maintenance of the roadways and easements of ingress and egress, any street lighting facilities, any security services which may from time to time be employed by the Association, any expenditures, capital or otherwise, utilized in connection with the lawns or landscaped areas or irrigation systems, and any other costs and expenses necessary to maintain the Common Areas within the Costa del Sol Project. The portion of the Costa del Sol Costs to be paid by each Unit Owner shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Units in all of the separate Condominiums located within the Costa del Sol Project.

Section 16.2 Determination Whether to Continue Condominium Cluster A Whether the Condominium Cluster A will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

Section 16.3 Disbursement of Funds. If the Condominium Cluster A is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium Cluster A is terminated after condemnation, the size of the Condominium Cluster "A" will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used in the manner provided for disbursements of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

Section 16.5 (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium Cluster A shall be adjusted to distribute the shares in the

REF. 1603000555

Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

Section 18.2 ~~Consent of Unit Owners to Purchase or Lease of Units by the Association.~~
Consent of Board of Directors. The Association shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of Owners of a majority of the voting interests present in person or by proxy and of a majority of the members of the Board of Directors voting at a meeting at which a quorum has been obtained.

Section 24 Background Information. The original developer of the Costa del Sol Project was the Costa del Sol Golf & Racquet Club, Inc., a Florida corporation, (the "Original Developer"). The Costa del Sol Project was established under the terms and provisions of the Act by the Original Developer as a "Phase Development".

The Original Developer created four condominiums consisting of 201 residential condominium units and known as Costa del Sol Condominium No. 1 (66 Units), Costa del Sol Condominium No. 2 (36 Units), Costa del Sol Condominium No. 3 (53 Units) and Costa del Sol Condominium No. 4 (46 Units). The Original Developer caused to be formed the Costa del Sol Association, Inc., a corporation not for profit (the "Original Association"). The Original Association is responsible for maintenance, operation, administration and upkeep of each of the condominiums as well as the Common Areas. The structure of the Original Association is "open-ended" and contemplates the admission of additional unit owners as members if, as and when, additional Condominiums are established at the Costa del Sol Project, (i.e., the Unit Owners in this Condominium).

The Original Developer caused to be prepared and placed of record on July 2, 1974, in Official Records Book 8718 at Page 847 of the Public Records of Dade County, Florida, an instrument entitled Declaration of Restrictions and Maintenance Covenants for "Costa del Sol" and Exhibits thereto (the "Original Declaration"), which instrument provides for, among other things, the rights, benefits, duties, obligations and burdens imposed upon the owners of property in the Costa del Sol project (for example, the future owners of condominium units including the condominium units in this Condominium) with respect to the Common Areas.

The covenants, restrictions, easements, conditions, liens and assessments set forth in the Original Declaration and all amendments thereto, are covenants running with the title to the respective Units and are binding upon the Owners thereof, their heirs, successors and assigns, as provided in said instruments. However, this Declaration shall not have the effect of reimposing the covenants, restrictions, easements, conditions, liens and assessments contained in the

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Original Declaration and all amendments thereto upon the Units of the Owners thereof.

(b) The Common Areas -- Rights and Obligations of Unit Owners and Association No. 1 (Original Association) -- The Original Developer and the members of the Original Association have an unrestricted and perpetual easement of ingress and egress to, over, under, above and upon the common Areas, as common Areas are defined in the Original Declaration. These easements and the easement of enjoyment to the Common Areas in favor of every present and future owner of any "lot" in the Costa del Sol Project are subject to the right of either the Original Developer or Original Association to do certain acts and things in respect of the aforesaid Common Areas, as provided for in the Original Declaration.

Additionally, the original Declaration imposes certain obligations on owners of condominium units in the existing condominiums in Costa del Sol Project -- State 1, on the Unit Owners in this Condominium and future unit owners.

Pursuant to the provision of that certain Declaration of Covenants, Restrictions and Easements for common Areas recorded on May 5, 1981 under Clerk's File No. 81R121058 (and as may be amended by recorded Supplemental Declarations) in the Public Records of Dade County, Florida every Unit Owner shall have a non-exclusive perpetual easement of ingress and egress to, over, under, above and upon the Common Areas, as Common Areas are defined in the Common Areas Declaration, which easement shall be appurtenant to and shall pass with title to every Unit. The covenants, restrictions, easements, conditions, equitable servitudes, liens and assessments set forth in said Common Areas Declaration (including recorded Supplemental Declarations) shall be covenants running with the title to the respective Units and shall be binding upon the Owners thereof, their heirs, successors and assigns, as provided in said instrument. -- Until a court makes a final determination in respect of the obligation of Association No. 1 to maintain and own the Common Areas, the Developer (as a future owner of the Common Areas) would be reluctant to convey or cause the Successor Developer to convey title to the Common Areas to Association No. 1.

Section 27.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association care of its office, located at at the Condominium, One Costa Del Sol Boulevard, Miami, Florida 33178, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the

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All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed in a postage-prepaid, sealed wrapper, except notice of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration the day and year first above written.

Signed, sealed and delivered in the presence of

[Signature]

COSTA DEL SOL Condominium

[Signature]

President

Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 10 day of June, 1997 by Richard Ador, respectively, of Costa del Sol Condominium Clusters Florida corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC, State of Florida
Deborah S. Altman
Personally Known

My Commission Expires

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES

This Instrument Prepared By:
MICHAEL L. HYMAN, ESQ.
14th Floor Courthouse Tower
44 West Flagler Street
Miami, Florida 33130



RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
BOOK 4587 PAGE 11
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COSTA DEL SOL CLUSTER A, A CONDOMINIUM
DADE COUNTY, FLORIDA

DECLARATION OF CONDOMINIUM

ERO PROPERTIES, INC., a New York corporation, herein called the "developer," makes the following declarations:

1. **PURPOSE.** The purpose of this declaration is to submit the land and improvements described herein to condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act." Except where permissive variances therefrom appear in this declaration of condominium (hereinafter referred to as "declaration"), the annexed by-laws and/or articles of incorporation of COSTA DEL SOL ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 718, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba. This declaration, the annexed by-laws and the articles of incorporation of said corporation, as lawfully amended from time to time, and the condominium statute, shall govern this condominium and the rights, duties and responsibilities of owners of condominium parcels therein.

2. **NAME.** The name by which this condominium is to be identified is "COSTA DEL SOL CLUSTER A, A CONDOMINIUM" (hereinafter referred to as the "condominium").

3. **PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.**
The following property is hereby submitted to the condominium form of ownership.

A. **The Land.** The lands, owned in fee simple by the developer, lying and being situate in Dade County, Florida, as more particularly set forth in exhibit "A" attached hereto, which lands are called "the land."

B. **The Improvements.** One (1) multi-unit building containing seven (7) residential condominium units, together with all common elements and improvements appurtenant thereto, as more particularly set forth in the plot plan, survey and graphic descriptions of improvements as shown in exhibit "B" attached hereto and made a part hereof as though set out in full.

4. **DEFINITIONS.** As used in this declaration and all exhibits attached hereto, unless the context otherwise provides or requires, the following terms shall have the meanings or definitions listed below. Unless the context otherwise requires, all other

DC - 1

293

OFF REC 11893 PG 3232

terms used in this declaration shall be assumed to have the meaning attributed to said term by the Condominium Act.

A. Act — means and refers to the Condominium Act of the State of Florida (Chapter 718, Florida Statutes), as it exists on the date hereof.

B. Assessment — means a share of the funds required for the payment of common expenses which from time to time are assessed against an owner.

C. Association — means COSTA DEL SOL ASSOCIATION, INC., the entity responsible for the operation of the condominium.

D. Board — means the board of directors of the corporation.

E. By-Laws — means the by-laws of the association as they exist from time to time, and as they may be amended from time to time.

F. Common Elements — means the portion of the condominium property not included in the units and, without limiting the generality of the foregoing, such items as are set forth in paragraph 7 hereof. Common elements shall include the tangible personal property required for the maintenance of the common elements even though owned by the association. References to common areas mean, and are, the common elements, and said words "common areas" and "common elements" are used interchangeably.

G. Common Expenses — include: (1) expenses of administration and management of the condominium property; (2) expenses of maintenance, operation, repair or replacement of common elements; (3) expenses declared common expenses by the provisions of this declaration or the by-laws; (4) any valid charge against the condominium as a whole.

H. Common Surplus — means the excess of all receipts of the corporation, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over and above the amount of money expended as common expenses.

I. Condominium — means that form of ownership of condominium property under which units or improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in common elements.

J. Condominium Documents — means this declaration and all exhibits attached hereto as same, from time to time, may be amended.

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- K. Condominium Unit – means a part of the property which is subject to private ownership; said unit being a unit space designated as "condominium unit" or "unit" on the plot plan, survey and graphic descriptions attached hereto and marked as exhibit "B."
- L. Condominium Parcel – means the condominium unit, together with an undivided share in the common elements appurtenant thereto.
- M. Costa del Sol or Costa del Sol Project – means and refers to the real property and condominiums thereon which are subject to the provisions of the Declaration of Restrictions and Maintenance Covenants for "Costa del Sol."
- N. Co-Tenant – means an owner owning a condominium parcel in conjunction with another owner.
- O. Declaration or Declaration of Condominium – means this instrument and all exhibits attached hereto as it or they, from time to time, may be amended.
- P. Developer – means ERO PROPERTIES, INC., a New York corporation.
- Q. Directors – means the directors of the corporation.
- R. Institutional Mortgagee – means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States Government, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the developer, or assignee, nominee, or designee of the developer.
- S. Institutional Mortgage – means a mortgage owned or held by an institutional mortgagee.
- T. Insurance Trustee – means that Florida bank having trust powers, designated by the board to receive proceeds on behalf of the corporation, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.
- U. Member – means an owner or co-tenant who, or which, is a member of COSTA DEL SOL ASSOCIATION, INC., a Florida non-profit membership corporation, (hereinafter referred to as "association").

DC - 3

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V. Occupant – means the person or persons, other than the owner, in possession of a condominium unit.

W. Original Developer – means COSTA DEL SOL GOLF AND RACQUET CLUB, INC., the entity which originally contemplated developing the condominium property.

X. Owner – means that person or entity owning a condominium parcel.

Y. Property or Condominium Property – means and includes the real property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

Z. Utility Services – as used in the Condominium Act and construed with reference to this condominium and as used in this declaration and exhibits hereto shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, sprinkler, door answering and telephone communication, irrigation, drainage, sewage, cable television and garbage disposal services.

AA. Voting Member – means an owner or his designee empowered to vote at annual or special meetings.

5. IDENTIFICATION. The condominium units and all other improvements constructed on the condominium property are set forth in detail in exhibit "B" attached hereto and made a part hereof. Each condominium unit is described in exhibit "B" in such a manner that there can be determined therefrom the identification, location, and dimensions of such unit and the common elements appurtenant thereto.

Each condominium unit is identified by a number, letter or name, or combination thereof, as shown on exhibit "B", so that no unit bears the same designation as any other unit.

6. EASEMENTS. Each of the following easements is a covenant running with the land of the condominium, to wit:

A. Utility Services; Drainage. Easements are hereby created under, through and over the condominium property as may be required for utility services, including, but not limited to, cable television, drainage and other utility services in order to serve the condominium. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility or other services or drainage facilities or use of these easements. The board of directors of the association or its designee shall have a right of access to each unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and drainage

DC - 4

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REC 11893 PG 3235

facilities and common elements contained in the unit or elsewhere in the condominium property, and to remove any improvements interfering with or impairing facilities, services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the unit owner's permitted use of the unit, and entry shall be made on not less than one (1) day's notice except in the event of an emergency. Drainage systems on the condominium property shall be maintained continuously in good condition by the association or its designee and easements are hereby granted over all condominium parcels in favor of all unit owners and the association with respect thereto; provided that such easement shall not unreasonably interfere with the unit owner's permitted use of his unit. Such easements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid. With respect to any easements set forth herein, and any other easements granted or to be granted pursuant hereto, all such easements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid.

B. Traffic. An easement is hereby created and shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements and limited common elements as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of owners, institutional mortgagees, or tenants, and those claiming by, through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element or upon any other unit, by reason of original construction or by the non-purposeful or non-negligent act of the unit owner or the original developer, then an easement appurtenant to such encroaching unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the association or the original developer, then an easement appurtenant to such common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

D. Support. The developer and association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the condominium.

E. Additional Easements. The developer (during any period in which there are any unsold units in the condominium) and the association each shall have the right to grant such additional electric, telephone, telephone answering service, drainage, irrigation, sprinkler, cable television or other utility or service easements.

DC - 5

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REC. 11893 PG. 3256

The developer shall have the right to relocate any existing utility or service easements in any portion of the condominium property, and to grant such access easements as the developer shall deem necessary for the proper operation and maintenance of the improvements or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the units in the condominium for dwelling purposes.

F. Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the condominium, and, notwithstanding any other provisions of this declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate developer and/or association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

7. COMMON ELEMENTS. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, the following items:

- A. An undivided share in the common surplus.
- B. Easements for ingress, egress, support, maintenance, repair, replacement and utilities.
- C. Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.
- D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.
- E. Easements through units for all conduits, chases, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to units and common elements and easements of support in every portion of a unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such units.

DC - 6

REC 11893 PC3257

F. All load bearing walls or columns located within units constitute parts of the common elements to the unfinished surface of such walls or columns.

8. OWNERSHIP OF COMMON ELEMENTS AND RESTRICTIONS THERETO.

In accordance with the articles of incorporation and by-laws for COSTA DEL SOL ASSOCIATION, INC., each of the unit owners in this condominium shall own an undivided fractional interest in the common elements and limited common elements based upon a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of units submitted to the condominium form of ownership, from time to time. Upon the recordation of this declaration of condominium, the total number of units governed by COSTA DEL SOL ASSOCIATION, INC. shall be two hundred eight (208). Therefore, at the present time, each unit in this condominium shall own an undivided fractional interest in the common elements and limited common elements based upon the following fraction: 1/208.

Each unit owner shall own any common surplus in the same percentage as the common elements appurtenant to each unit are shared.

9. COMMON EXPENSES. The common expenses of the condominium, shall be shared by the unit owners of the condominium in the same percentage as the common elements appurtenant to each unit are shared. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcels, their locations, or the building square footage included in each condominium unit.

10. LIMITED COMMON ELEMENTS. The balconies, patios, sundecks and garages of condominium units as shown on exhibit "B" hereto are limited common elements useable only by appurtenant unit owners. Those portions of the common elements reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are deemed limited common elements. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the association, unless otherwise specifically provided in this declaration and exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments.

DC - 7

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REC. 11893 PG 3238

A unit owner shall have the right to the exclusive use of his limited common element, including balconies, patios, sun decks and garages, and shall be responsible for the maintenance, care and preservation of the interior parapet walls, including floor and ceiling, if any, within said exterior balconies, patios, sun decks and garages and the replacement of light bulbs on said balconies, patios, sun decks and garages and the wiring, electrical outlets and fixtures thereon, if any.

Accordingly, any expense for the maintenance, repair or replacement relating to balconies, patios, sun decks and garages as limited common elements shall be treated as and paid for by the unit owner who is the owner of the appurtenant balcony, patio, sun deck and garage as a limited common element and not as a common expense of the association.

Each unit owner is granted the right of exclusive use of the garage area appurtenant to his unit and it is the intention of developer that said area shall be used for parking. The developer may add additional parking spaces to the condominium at any time, providing that the addition of such spaces does not violate any state or local law or ordinance, and, in such event, developer may add such spaces without approval from any party whatsoever. In the event any such spaces are added, the same shall be deemed common elements to the condominium.

11. **GOVERNING BODY.** The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be COSTA DEL SOL ASSOCIATION, INC.

A copy of the by-laws of the association are attached hereto as exhibit "C" and made a part hereof, and a copy of the articles of incorporation of the association is attached hereto as exhibit "D" and made a part hereof.

All parties hereafter owning condominium parcels (owners) in this condominium which interest is evidenced by recordation of a proper instrument in the Public Records of Dade County, Florida, shall automatically be members of the association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

DC - 8

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REC 11893 PG 3239

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote which vote shall be cast by the voting member. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person or by a corporation, the person entitled to cast the vote for the unit shall be designated in writing by the title holder to the association.

All the affairs, policies, regulations, and properties of the association shall be controlled and governed by the board of directors of the association. Members of the board of directors need not be members of the association nor residents of condominium units within the Costa del Sol project.

The association shall have all of the powers and duties reasonably necessary to operate this condominium as set forth in Declaration of Restrictions and Maintenance Covenants for "Costa Del Sol," the by-laws, and the articles of incorporation of the association, and as the same may be amended, including:

- A. To hold funds solely and exclusively for the benefit of the members for the purposes set forth in the articles of incorporation.
- B. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the association is organized.
- C. To delegate power or powers where such is deemed in the interest of the association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the articles of incorporation and not forbidden by the laws of the State of Florida.

DC - 9

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E. To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the association and to create reasonable reserves for such expenditures, and to authorize its board of directors to enter into agreements with condominium associations or other property owners' groups for the collection of such groups for the collection of such assessments.

F. To charge recipients for services rendered by the association and the user for use of association property where such is deemed appropriate by the board of directors of the association.

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

H. To borrow money and from time to time make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the association for monies borrowed or in payment for property acquired or for any of the other purposes of the association, and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the association, wherever situated.

I. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted or reserved to the corporation pursuant to its charter or by-laws, or any rules or any regulations which may hereafter be established.

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

12. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association. The association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wire and other facilities located in the common property for the furnishing of utility services to the units and said common property, and should any incidental damage be caused to any unit by virtue of any work which may be done by the association in the maintenance, repair or replacement of any common property, the association shall, at its expense, repair such incidental damage.

B. By the Condominium Parcel Owner. The owner of each condominium unit must promptly correct any condition which, if left uncorrected, would adversely affect the condominium building or any part thereof belonging to another unit owner. If the building or any other unit owner should sustain damages because of another

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owner failing to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned. The owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephones, sewage and sanitary service to his unit and which may now or hereafter be situated in his unit. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his unit. Wherever the maintenance, repair and replacement of any items for which the owner of the unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the association, the proceeds of the insurance received by the association, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance repair or replacement, except that the owner of such unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair or replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

C. Alteration and Improvement. The association shall have the right to make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the owner of any unit, providing the making of such alteration and improvements are approved by the board of directors of said association and the cost of such alterations and improvements does not exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). Improvements and alterations costing in excess of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) shall not be made without the written approval of two-thirds (2/3) of the unit owners within the condominium with respect to which the alterations or improvements are to be made. Upon written receipt of such approval by the association, the association shall cause alterations or improvements to be made. The cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the unit owners. However, where any alterations and improvements are substantially or exclusively for the benefit of the owner or owners of a unit or units requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the unit owner or unit owners of the unit or units exclusively or substantially benefited, and the assessment to be levied in such proportion as may be determined by the board of directors of the association.

13. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain or use it as required under this declaration, the by-laws, articles of incorporation of the association, applicable rules and regulations or any other agreement or document affecting the condominium or administered by the association, then the association, developer, or any other unit owner shall have the right to proceed

DC - 11

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REC 11893 PG 3242

in a court of equity to seek compliance with the foregoing provisions. The association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition, to impose applicable fines or to suspend voting rights in association matters. After such assessment, the association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision without having committed a trespass or having incurred any other liability to the unit owner. Moreover, the association shall have a lien upon any such unit, enforceable as elsewhere herein provided, to secure any such assessments as are levied hereunder.

Further, in the event a unit owner violates any of the provisions of paragraph 12 above, the developer and/or the association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner.

14. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTION. Common expenses shall be assessed against each condominium parcel as provided in paragraph 9 above. In furtherance of the grant to levy and collect assessments and the other purposes of the association, the association shall have the right:

- A. To determine the time, manner and amount of such assessment, except that the amount of such assessments shall be uniform for each member assessed.
- B. To maintain a general operating reserve as determined by the board of directors.
- C. To file and enforce liens for such assessments upon each member's condominium unit and its appurtenant undivided interest in any common and/or limited property of the condominium building in which such condominium unit is located, which lien shall secure interest, if any, on delinquent assessments, costs, expenses, and a reasonable attorneys' fee incurred to enforce said lien. The lien granted to the association may be foreclosed in the same manner as real estate mortgages or other liens may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the association shall be entitled to rental from the owners of such property subject to the lien from the date on which the payment of any assessment or installment thereof becomes delinquent, and shall be entitled to a Receiver for said property without notice to the owner of such property. The lien granted to the association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the association in order to preserve and protect its lien; and the association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any such property, or who may be

DC - 12

OFF
REC 11893 PG 3243

given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the association, and shall acquire such interest in any such property expressly subject to such lien upon its recording as provided hereinafter; provided, however, that the lien of the assessments provided for herein shall be subordinate to the lien of any bona fide institutional mortgage or mortgages now or hereafter placed upon the unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An institutional mortgage in one made in favor of any national or state bank, insurance company or state or federal savings and loan association, all of which must be licensed to do business in Florida.

The lien herein granted unto the association shall be effective from and after the time of recording, in the Public Records of Dade County, Florida, of a claim of lien stating the description of the property encumbered thereby, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

15. CHANGES IN DEVELOPER-OWNED UNITS. Developer shall have the right, without the vote or consent of the association, to (i) make alterations, additions, or improvements in, to, and upon units owned by developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any developer-owned units; (iii) change the size and/or number of developer-owned units by combining separate developer-owned units into one (1) or more units, or otherwise; and (iv) reapportion among developer-owned units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any units (other than developer-owned units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the developer.

16. INSURANCE.

The following insurance coverage shall be maintained in full force and effect by association:

A. Casualty Insurance covering all of the condominium units and common property in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the

OFF
REC 11893 PG 3244

insurance carrier, such coverage to afford protection against (1) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements; and (2) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to this condominium, including, but not limited to, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

B. Public liability and property damage insurance in such amounts and in such form as shall be required by association to protect said association and the owners of all condominium units, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage;

C. Workmen's Compensation Insurance to meet the requirements of law;

D. Such other insurance coverage as the board of directors of the association, in its sole discretion, may determine from time to time to be in the best interests of association and the owners of the condominium units.

All liability insurance maintained by association shall contain cross liability endorsements to cover liability of all owners of condominium units.

All insurance coverage authorized to be purchased shall be purchased by association for itself and for the benefit of all of the owners of all condominium units and their respective mortgagees, as their interests shall appear. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the condominium shall provide for the insurance proceeds covering any loss to be payable to the insurance trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the lender and all of the owners of all private dwellings and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be appointed as authorized agent for all of the owners of all condominium units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property. The association shall furnish the lender with paid bills or copies thereof showing that the premiums of such insurance have been paid, and shall furnish the lender with copies of all policies in force upon said condominium.

DC - 14

OF: 11893 PG 3245

The company or companies with whom association shall place its casualty insurance coverage must be good and responsible companies authorized to do business in Florida. Said company or companies and agent or agents shall be first approved by the lender.

So long as the lender which provides construction funds for the erection of the apartment building is the holder of a mortgage encumbering any private dwelling in the condominium, said mortgagee shall have the right to designate and approve the Insurance Trustee; and at such time as the said mortgagee is not the holder of a mortgage on any condominium unit, then association shall have the right to designate the Insurance Trustee.

The Insurance Trustee shall be a banking institution having trust powers of a title company doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purpose herein stated, and for the benefit of the association and the owners of all condominium units and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereafter provided. Association, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of condominium units and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the president and secretary of the association, executed under oath, which certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to the association, such certificate to certify unto said Insurance Trustee the name or names of the owners of each condominium unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering such private dwelling, and the respective percentages of any distribution which may be required to be made to the owner or owners of any condominium unit or condominium units, and his or their respective mortgagee or mortgagees, as their respective interest may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a condominium unit shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages unless such insurance proceeds represent a distribution to the owner or owners of any condominium unit or condominium units, and their respective mortgagee or mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or

DC - 15

Dr: 11893 Pg 3246

unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any private dwelling or condominium units and their respective mortgagee or mortgagees by reason of loss of or damage to any property as to which a determination is made not to repair, replace or restore such property.

In the event of the loss of or damage to common property, real or personal, and/or condominium unit or dwellings, and the loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied first towards the repair, replacement or reconstruction of the common property, and then towards the repair, replacement or reconstruction of the condominium units. If the insurance proceeds are in excess of such costs of repair, replacement or reconstruction, then the excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the condominium units and their respective mortgagees, the distribution to be separately made to the owner of each private dwelling and his respective mortgagee or mortgagees as their interests appear in such proportion that the share of such excess insurance proceeds paid to the owner of each condominium unit and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in common property appurtenant to each condominium unit bear to the total undivided interests in common property appurtenant to all condominium units. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by association with the Insurance Trustee, in said latter event, may be paid by association out of its Reserve for Replacement Funds, and if the amount in such Reserve for Replacement Funds is not sufficient, then association shall levy and collect an assessment against the owners of all condominium units as well as the condominium units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of loss of or damage to property covered by such casualty insurance, association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the board of directors of association may deem to be in the best interests of the membership of said association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage shall be deposited with said Insurance Trustee no later than thirty (30) days from the date on which said Trustee shall receive the monies payable under the policy or policies of casualty insurance.

DC - 16

OFF
REC 11893 PG 3247

In the event of the loss of or damage to personal property belonging to association, the insurance proceeds, when received by the Insurance Trustee, shall be paid to association. In the event of the loss of or damage to personal property constituting a portion of the common property and should the board of directors of association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all condominium units and their respective mortgagee or mortgagees as their interest may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

All of the foregoing covenants concerning the lender or other mortgagees are for the benefit of these parties and may be enforced by them.

17. CONVEYANCES, SALES, TRANSFERS, RENTALS, AND LEASES. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner other than the developer shall be subject to the following provisions:

No owner of a condominium unit shall sell or lease the same to any party without first giving the developer and the association notice in writing of such sale or lease as herein provided, thereby giving the developer and association the opportunity to determine whether they will exercise the rights of first refusal hereby given and granted to them to purchase or lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the purchase or lease of his said condominium unit. The rights of first refusal herein granted to developer (first) and association (second) shall be exercised (if at all) in the manner hereinafter provided.

Whenever the owner of any condominium unit has received a bona fide offer to purchase or lease his condominium unit and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all the pertinent terms and conditions of such sale or lease and accompanied by an earnest money deposit in the amount equal to at least ten percent (10%) of the purchase price or total rental, the owner of such condominium unit shall notify the developer and board of directors of association in writing, via United States Registered or Certified Mail sent to the Offices of developer and association, or by personal delivery made to developer and to the president or secretary of said association, of his desire to accept such offer for the purchase or lease of his condominium unit, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the lease or of the bona fide offer for said purchase to be enclosed with such notice. If developer or association is desirous of exercising their respective options to purchase or lease said condominium unit on the same terms and conditions as are contained in said lease or bona fide offer, then developer or association, as the case may be, shall notify the owner of said

DC - 17

Doc. 11893 pg 3248

condominium unit of the exercise by developer or association of the election to so lease or purchase said condominium unit, such notice to be in writing and sent via United States Registered or Certified mail or delivered personally to said owner within ten (10) business days with respect to a proposed lease or thirty (30) business days as respects a proposed purchase from receipt by developer and association of the owner's notice. If either developer or association has elected to lease or purchase such condominium unit, then, upon notifying the owner of such condominium unit of the election to lease or purchase said condominium unit, the developer or association, as the case may be, shall execute the lease or contract of purchase, and shall consummate the transaction on the same terms and conditions as those contained in said bona fide offer. If developer or association does not, within said specified periods, exercise the rights of first refusal herein granted, the owner may sell or lease the condominium unit to the proposed buyer or lessee.

If the board of directors of association shall so elect, it may cause its right of first refusal to lease or purchase any condominium unit to be exercised in its name for itself or for a party approved by said board of directors, or said board of directors of association may elect to cause said condominium unit to be leased or purchased directly in the name of a party approved by it.

The developer shall have the first right of refusal to lease or purchase, and shall have a period of five (5) business days as respects a proposed lease and fifteen (15) business day as respects a proposed purchase within which to do so. Such election shall be made in writing and hand delivered with written receipt therefor or sent via United States Certified or Registered mail to both the condominium unit owner desirous of leasing or selling his unit and association. If developer advises both parties that it does not desire to exercise its right of first refusal, or if developer fails to exercise its rights by written notice within said applicable period of time, then such right of first refusal shall devolve upon association. The failure of the developer or association to exercise the right of first refusal on any one or more occasions shall not constitute a waiver of their rights of first refusal on any subsequent occasions.

The foregoing provisions of this section shall not apply to a transfer to or a purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned and this shall be so whether the title is acquired by deed from the mortgagor in lieu of foreclosure or through foreclosure proceedings; provided, however, that after such institution shall have acquired the title, it shall be bound by the foregoing provisions upon a subsequent sale of the unit so acquired insofar as such provisions refer and relate to the right of developer or association to first refusal to lease or purchase such unit. Any purchaser from such institution, upon acquiring title to the condominium unit, shall be bound in all respects by all of the foregoing limitations and restrictions in the same manner and to the same extent as any other condominium unit owner.

DC - 13

OFF
REC. 11893 PG 3249

18. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his association membership. Recognizing that the proper use of a condominium parcel by any owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium parcels and upon the ownership of the common elements being retained in common by the owners of condominium parcels in the condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

19. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the declaration, by-laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fee may be recovered against the association in such action.

In addition to the foregoing, if a unit owner fails to comply with the terms of this declaration, the by-laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the association or its agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

20. NO WAIVER OF RIGHTS. The failure of the developer, or the association, or any unit owner to enforce any covenant, restriction, or other provision of the condominium act, this declaration, the articles of incorporation of the association, the by-laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. ASSIGNABILITY OF RIGHTS OF DEVELOPER. The rights and privileges reserved in this declaration and the exhibits hereto in favor of the developer are freely assignable, in whole or in part, by the developer to any party who may be hereafter designated by the developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the developer and/or exercised by the successor or successors in interest of the developer and/or the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the developer.

22. AMENDMENTS. Except as elsewhere provided otherwise, this declaration may be amended in the following manner:

DC - 19

OFF
REC 11893 PG 3250

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. A resolution for the adoption of a proposed amendment may only be proposed by not less than three (3) unit owners of this condominium. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (1) Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the board of directors and by not less than sixty-seven percent (67%) of the entire membership of the association; or
- (2) Not less than seventy-five percent (75%) of the votes of the entire membership of the association; or
- (3) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners of this condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

Proviso: Provided, however:

- (4) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional mortgagee having a mortgage or other lien against any condominium parcel.
- (5) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.
- (6) No provisions of paragraph 16 of this declaration may be changed without the written consent and approval of seventy-five percent (75%) of all institutional mortgagees of record of this condominium.
- (7) No amendment that would be detrimental to the sale of units by the developer shall be made or be valid so long as the developer

DC - 20

11893 3251

is the owner of any unit within the condominium unless the approval of the developer is expressly noted thereon in writing.

- (8) Notwithstanding anything to the contrary contained in this declaration, the developer expressly reserves the right to amend the declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The developer may amend this declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the declaration among the Public Records of Dade County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the developer and need not be approved by the association, unit owners, lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein.
- (9) Notwithstanding anything to the contrary contained in this declaration, the developer reserves the right to change the interior designs and arrangement of all units and to alter the boundaries between units, as long as the developer owns the units so altered. However, no such change shall materially alter the boundaries of the common elements, except the party wall between any units, without amendment of this declaration in the manner hereinbefore set forth. If the developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to this declaration

DC - 21

OFF
REC. 11893 #3252

with a survey attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the developer and any holders of institutional mortgages encumbering the said altered units. The survey shall be certified in the manner required by the condominium act. If more than one (1) unit is concerned, the developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned and such shares of common elements, common expenses and common surplus shall be duly noted in the amendment of the declaration.

23. TERMINATION. This condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida Statutes, at any time. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the association pursuant to notice and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the members of the association and by all institutional mortgagees, then the association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option. An agreement to purchase, executed by the association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

B. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the senior judge of the Circuit Court in and for the area wherein the condominium is located, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

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24. APARTMENT UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) Upper Boundaries. The horizontal plane of the lower surface of the undecorated finished ceiling.
- (2) Lower Boundaries. The horizontal plane of the upper surface of the undecorated finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries.

C. Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding their respective units, nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through units which are utilized by or serve more than one (1) unit. Owners shall not be deemed to own the exterior of unit entrance doors. These items are hereby made a part of the common elements. However, an owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint and wallpaper of his unit.

D. In the event that any boundary contains apertures, including, without limitation, windows, doors, skylights and conversation pits, such boundaries shall be extended or modified to include the undecorated finished interior surfaces of such apertures, including all frameworks thereof.

E. With respect to matters that are not expressly addressed in this paragraph 24, or in the event of conflict or ambiguity, the boundary descriptions set forth in the plot plan, survey and graphic description attached as exhibit "B" to the declaration shall control, except that subparagraphs 24D and 24E shall control unless same are specifically set forth in exhibit "B" hereto.

25. COVENANT RUNNING WITH THE LAND. All provisions of this declaration, the articles of incorporation, by-laws and rules and regulations of the association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor

011893 PG 3254

shall they be construed as creating any rights in or for the benefit of the general public. All present and future unit owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this declaration and the articles of incorporation, by-laws and rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into of occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the articles, by-laws and rules and regulations of the association, are adopted and ratified by such unit owners, tenant or occupant.

26. RESTRICTIONS AND EASEMENTS. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for utility service for the United States post office authorities, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the developer for the benefit of such persons as the developer designates, and the said developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the association shall be empowered to grant such easements on behalf of its members. During the period of time that the developer has the right to grant the foregoing easements, the consent and approval of the association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the association's members.

It is understood that certain portions of the lands, from time to time, may be set aside and designated for use as pedestrian walkways and landscaped areas for the common use and benefit of all unit owners or tenants, their mortgagees, and guests, invitees, employees and the developer. It is the intention of this declaration that the portions of the common elements of this condominium which must be utilized for the above described purposes be subject to the various easements created by this declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforesaid shall be considered as having been granted directly to the association for the purpose of allowing the original party to whom the easement for license or right-of-way was originally granted the benefit of said easement of license or right-of-way.

The developer and/or the association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant

DC - 24

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REC 11893 PG 3255

easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water, drainage and sewage distribution and facilities located on or under the condominium property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water, drainage and sewage distribution system and facilities so that such authorities will maintain and operate the said water, drainage and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this declaration shall constitute a covenant running with the land of the condominium, and, notwithstanding any other provisions of this declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the condominium. The unit owners of this condominium do hereby designate the developer and/or the association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

27. INVALIDATION AND OPERATION. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidation of any portion of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in no-wise affect any of the other provisions, or the provisions of this declaration, all of which shall remain in full force and effect.

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the association.

28. EXECUTION OF DOCUMENTS REQUIRED BY DADE COUNTY, OR CITY OF MIAMI, FLORIDA. The developer's plan for the development of this condominium may require, from time to time, the execution of certain documents required by Dade County, Florida, or by the City of Miami, Florida. To the extent that said documents require the joinder of any or all property owners in this condominium each of said owners, does irrevocably give and grant to the developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

11893 3256

29. **INTERPRETATION.** Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 718 of the Florida Statutes.

30. **APPROVAL AND RATIFICATION.** Condominium association, by its execution of this declaration, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this declaration and exhibits attached thereto. The condominium unit owners, by virtue of their acceptance of the deed of conveyance as to their condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties, and obligations of this declaration and exhibits attached thereto.

31. **WARRANTIES.** The developer does not warrant to the association or the unit owners the construction of, or any part of, the condominium property, common elements or units, save and except any express written warranties delivered by the developer in writing to unit owners. Any other implied or statutory warranties, including warranties of merchantability and fitness for use, are hereby disclaimed. Specifically (but without limiting the generality of the foregoing), it is understood and agreed by the parties hereto and by all unit owners that (a) statutory warranties pursuant to Section 718.203, Florida Statutes, are not applicable to the condominium because the building was constructed prior to July 1, 1974, and (b) statutory warranties pursuant to Section 718.618, Florida Statutes, are not applicable to the condominium because developer shall post, in lieu of funding reserve accounts, a surety bond in accordance with Section 718.618(1), Florida Statutes. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

32. **RULES AND REGULATIONS.**

A. **As to Common Elements.** The board of directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners.

B. **As to Condominium Units.** The board of directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s).

OFF
REC. 11893 PG 3257

33. SALES ACTIVITY AND DEVELOPER'S RIGHTS. Until the developer has completed and sold all the units of the condominium, neither the unit owners nor the association nor their use of the condominium shall interfere with the sale of units. The developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office for the showing of the property and display of signs, billboards, placards and visual promotional materials. The developer may use unsold units as model units or as sales offices for display purposes to prospective condominium purchasers. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the developer. It should be understood that the developer may continue to engage in a program of unit leasing for any unsold units. Developer, until all units are sold, shall have the full right and authority to use the common elements and the areas as aforescribed in furtherance of such program for unit leasing.

34. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.

A. Consent of the Board of Directors. No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the board of directors. The board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within thirty (30) days after such request is received, and the failure to do so within the stipulated time shall constitute the board's consent to the proposed addition, alteration or improvement. All structural additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, as well as the rules and regulations promulgated by COSTA DEL SOL ASSOCIATION, INC., including, but not limited to, any prohibitions contained therein regarding exterior alterations. A unit owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the association and all other unit owners harmless from any liability arising therefrom.

B. Additions, Alterations or Improvements to Developer-Owned Units. The foregoing restrictions of this paragraph 34 shall not apply to developer-owned units. The developer shall have the right, without the consent or approval of the board of directors or other unit owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

35. RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES. So long as any institutional mortgagee or institutional mortgagees shall hold any first mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any

OFF: 11893 PG 3258

condominium parcel or condominium parcels, such institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

- A. To be furnished by the association with at least one copy of the annual financial statement and report of the association, prepared by a certified public accountant designated by the association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year. If requested by any such institutional mortgagee or institutional mortgagees, an audited financial statement shall be provided.
- B. To be given notice by the association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this declaration, or the articles of incorporation and by-laws of the association, which notice shall state the nature of the amendment being proposed.
- C. To be given notice by the association of any proposed action that would require the consent of a specified percentage of institutional mortgagees.
- D. To be given notice by the association of any delinquency not cured within sixty (60) days or any default by any member owning any condominium parcel encumbered by a mortgage held by any institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the association.
- E. To be given the opportunity to inspect, upon request, current copies of the declaration, by-laws and other condominium documents relative to the project.
- F. To be given notice by the association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the association. Furthermore, evidence of insurance shall be furnished upon request.
- G. To be given notice by the association of any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held, insured or guaranteed by an institutional mortgagee.
- H. To cause the association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the association is required to keep in existence, it being understood that the association shall deposit in an escrow depository satisfactory to each institutional mortgagee or institutional mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior

DC - 28

OFF
REC. 11893 PG 3259

to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the association may designate any institutional mortgagee interested in the condominium to act in such capacity.

Whenever any institutional mortgagee or institutional mortgagees desires the provisions of this article to be applicable unto them, they shall serve written notice of such fact upon the association by registered mail or certified mail addressed to the association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee who first held a first mortgage encumbering a condominium parcel, which written notices shall identify the condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the association shall be a common expense and shall be paid the association. Should the association fail to pay such premiums when due, or should the association fail to comply with other insurance requirements imposed by the institutional mortgagee who first held a first mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the association as against individual unit owners for the payment of such items or common expense.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel of condominium parcel, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

36. MISCELLANEOUS PROVISIONS.

A. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities or by the abandonment of his unit.

B. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by regular mail (not certified or registered mail) addressed to such unit owners at their place of residence in the

Of:
rel 11893 pg 3260

condominium, unless the unit owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the association shall be given by the affidavit of the person mailing or delivering said notices. All notices required or desired hereunder, or under the by-laws to the association, shall be sent by certified mail (return receipt requested) to the association c/o its office at the condominium or to such other address as the association may hereafter designate from time to time by notice in writing to all unit owners. All notices to mortgagees of units and the developer shall be sent by certified mail (return receipt requested) to their respective addresses, or as designated by them from time to time, in writing to the association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

Notwithstanding any other provision of this paragraph 38.B, notice for the annual meeting of unit owners shall be in writing and shall be sent by mail to each unit owner unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail. Written notice of the annual meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

Notices required to be given the personal representative of a deceased unit owner or devisee, when there is no personal representative, may be delivered, either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

C. Nothing hereinabove set forth in this declaration shall be construed as prohibiting the developer or board of directors of the association from removing or authorizing the removal of any party wall between any units in order that the said units might be used together as one integral unit. In such event, all assessments, voting rights and the share of the common elements shall be calculated as originally designated on the exhibits attached to this declaration, notwithstanding the fact that several units are used as one, to the intent and purposes that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

D. The captions used in this declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this declaration or exhibits hereto annexed.

DC - 30

11893 3261

E. All unit owners and the developer and its assigns are hereby granted easements over all common elements for purposes of ingress or egress.

F. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this declaration and exhibits attached hereto shall be paramount to the condominium act as to those provisions where permissive variances are permitted; otherwise, the provisions of said condominium act shall prevail and shall be deemed incorporated therein.

G. No provisions contained in this declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

H. Wherever the signature of the president of the association is required hereunder, the signature of a vice-president may be substituted therefor, and whenever the signature of the secretary of the association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the association in two separate capacities.

I. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this declaration, the exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

J. When and if professional management is employed by the association to perform managerial duties for this condominium, any decision to later establish self management by the association shall require the consent of not less than sixty-seven percent (67%) of the entire membership of the association and not less than fifty-one percent (51%) of the institutional mortgagees holding mortgages on units within this condominium. The employment of professional management is not contemplated at this time, however.

K. The association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. In the event of a taking or acquisition of part or all of the common areas by a condemning authority,

DC - 31

OFF REC 11893 PG 3262

the award or proceeds of settlement shall be payable to the association for the use and benefit of the association members and their mortgagees, as their interests may appear.

L. In the event of a conflict between any of the terms and conditions contained within this declaration and the Declaration of Restrictions and Maintenance Covenants for "Costa del Sol," the terms and conditions of the Declaration of Restrictions and Maintenance Covenants for "Costa del Sol" shall control.

IN WITNESS WHEREOF, ERO PROPERTIES, INC., a New York corporation, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 25th day of August, 1983.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]
Linda Young

ERO PROPERTIES, INC., a New York corporation

By *[Signature]*
DONALD B. CASTLEMAN, President

Attest *[Signature]*
(CORPORATE SEAL)

STATE OF New York :
COUNTY OF New York : SS.

I HEREBY CERTIFY that on this day personally appeared before me DONALD B. CASTLEMAN ~~and~~ *[Signature]*, President ~~and~~ *[Signature]*, of ERO PROPERTIES, INC., a New York corporation, to me known to be the persons who signed the foregoing declaration, as officers and they acknowledged the execution thereof to be ~~their~~ free act and deed as such officers for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid, this 25 day of August, 1983.

My Commission Expires:
Notary Public, State of New York
No. 31-4725178
Qualified in New York County
Commission Expires March 30, 1984

[Signature]
NOTARY PUBLIC

COSTA DEL SOL ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this declaration and exhibits attached hereto.

IN WITNESS WHEREOF, COSTA DEL SOL ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 29 day of August, 1983.

Signed, sealed and delivered in the presence of:

[Signature]
Paula Salvador

COSTA DEL SOL ASSOCIATION, INC.
By *[Signature]*
President

Attest: *[Signature]*
Secretary

(CORPORATE SEAL)

OFF
REC 11893 PG 3264

EXHIBIT "A" TO THE
DECLARATION OF CONDOMINIUM OF
COSTA DEL SOL CLUSTER A, A CONDOMINIUM

LEGAL DESCRIPTION OF REAL PROPERTY
BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

DC - 34

OFF
REC 11893 3265

LEGAL DESCRIPTION OF PROPERTY
BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

A portion of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1, of Section 29, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being particularly described as follows:

Commencing at the Southeast corner of the NE 1/4 of Section 29, Township 53 South, Range 40 East, thence run N 01°29'15" W along the East line of said Section 29 for 406.26 feet; thence run S 88°30'45" W for 465.11 feet; thence run S 76°06'31" W for 25.89 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning, run S 76°06'31" W for 290.85 feet; thence run N 79°39'12" W for 244.98 feet; thence run N 26°01'40" E for 196.31 feet to a point on a circular curve concave to the Northeast, said point bearing S 26°01'40" W from the center of said curve; thence run Southeasterly along said curve to the left having for its elements a radius of 950.00 feet and a central angle of 14°39'25" for an arc distance of 243.02 feet to a point of reverse curve; thence run Southeasterly along said curve to the right having for its elements a radius of 793.80 feet and a central angle of 15°56'04" for an arc distance of 220.78 feet to the Point of Beginning, LESS therefrom any portion of the private interior roads, previously described, that are contained herein. All of the above described property containing 1.25 acres of land, more or less.

OFF
REC. 11893 PG. 3266

EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM OF
COSTA DEL SOL CLUSTER A, A CONDOMINIUM

PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTIONS

DC - 35

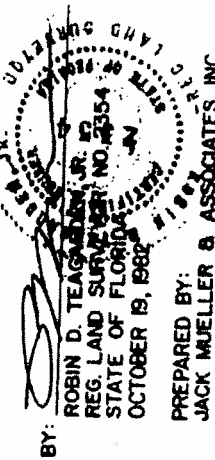
EXHIBIT "B" SURVEY & SITE PLAN
COSTA DEL SOL CLUSTER A,
A CONDOMINIUM

SURVEYOR'S CERTIFICATION

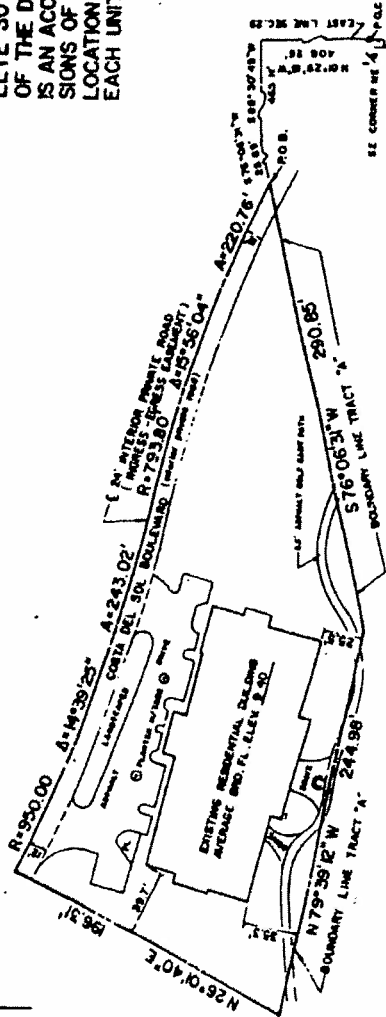
THE UNDERSIGNED, A SURVEYOR AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

JACK MUELLER & ASSOCIATES, INC.

BY: 11893 763267



PREPARED BY:
JACK MUELLER & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9450 SUNSET DRIVE - SUITE 200
MIAMI, FLORIDA 33173



LEGEND:

— INDICATES LIMIT OF THE CONDOMINIUM.
— INDICATES LIMIT OF THE CONDOMINIUM BUILDING.

CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BK. 223 PG. 321

SURVEY & SITE PLAN

GRAPHIC SCALE



NOTE - ELEVATION SHOWN REFERS TO NATIONAL GEODETIC VERTICAL DATUM OF 1929.

THE "UNIT", "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM TO WHICH THIS EXHIBIT IS ATTACHED AND MADE PART OF. ALL ITEMS DEPICTED HEREON ARE EXISTING.

SUBJECT TO AN EASEMENT TO MIAMI - DADE WATER & SEWER AUTHORITY RECORDED IN O.R.B. 6965 AT P.892 OF THE PUBLIC RECORDS OF DADE CO. FL WHICH EXCLUDES ANY PORTION UNDER ANY BUILDING OR APPENDAGE THERE TO.

SHEET 1 OF 9

On
REL 11893 PG 3268

COSTA DEL SOL
LEGAL DESCRIPTION
CLUSTER A

Portion of Tract "A" of COSTA DEL SOL, according to the plat thereof recorded in Plat Book 102, at Page 45, of the Public Records of Dade County, Florida, being particularly described as follows:

Commence at the Southeast corner of the NE $\frac{1}{4}$ of Section 29, Township 53 South, Range 40 East; thence run N01°29'15"W along the East line of said Section 29 for 406.26 feet; thence run S88°30'45"W for 465.11 feet to a point on the boundary line of Tract "A" of said COSTA DEL SOL; thence run the following courses and distances along the said boundary line of Tract "A": S76°06'31"W for 25.89 feet to the Point of Beginning of the parcel herein described; thence from the above established Point of Beginning continue S76°06'31"W for 290.85 feet; thence N79°39'12"W for 244.98 feet; thence departing the said boundary line of Tract "A" run N26°01'40"E for 196.31 feet to a point on the centerline of COSTA DEL SOL BOULEVARD, said point being on a circular curve concave to the Northeast, said point bearing S26°01'40"W from the center of said curve; thence run the following courses and distances along the said centerline of COSTA DEL SOL BOULEVARD: Southeasterly along said curve to the left having for its elements a radius of 950.00 feet and a central angle of 14°39'25" for an arc distance of 243.02 feet to a point of reverse curvature; thence Southeasterly along said reverse curve to the right having for its elements a radius of 793.80 feet and a central angle of 15°56'04" for an arc distance of 220.76 feet to the Point of Beginning, LESS THEREFROM, any portion of the interior private roads previously described that are contained herein.

NOTE: The above described property contains 1.25 acres, more or less.

Prepared for:
ERO Properties, Inc.
January 20, 1983
Job No. 71-4259-M

Prepared by:
Jack Mueller & Associates, Inc.
Civil Engineers & Land Surveyors
9450 Sunset Drive, Suite 200
Miami, Florida 33173

REC 11893 PG 3269

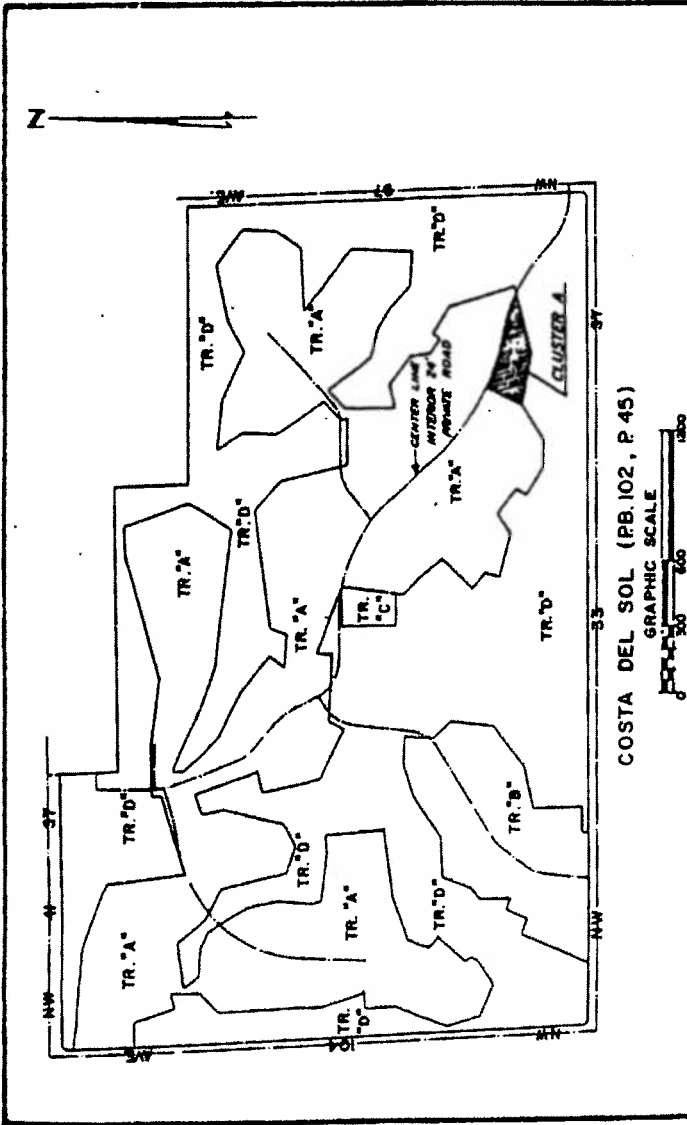


EXHIBIT "B" PLOT PLAN

COSTA DEL SOL CLUSTER A,
A CONDOMINIUM

JACK MUELLER & ASSOCIATES, INC.

SHEET 3 OF 9

11893 PG 3270

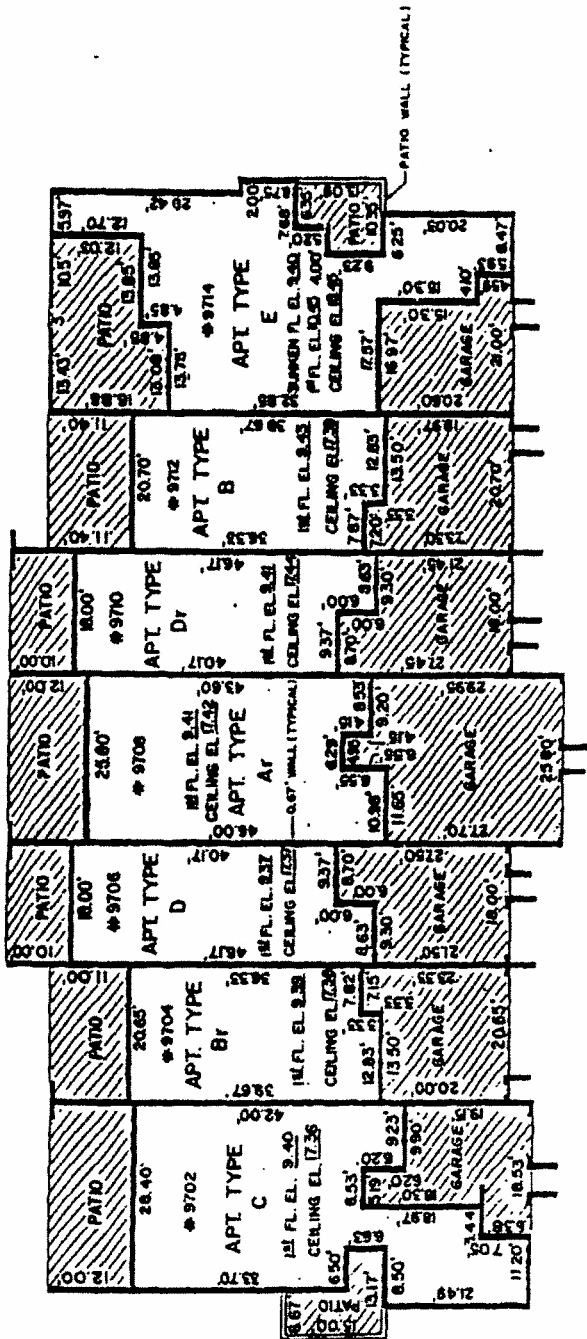
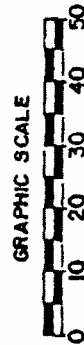


EXHIBIT "B" FIRST FLOOR PLAN
COSTA DEL SOL CLUSTER A,
A CONDOMINIUM



JACK MUELLER & ASSOCIATES, INC.

SHEET 4 OF 9

REL 11893 PG 3271

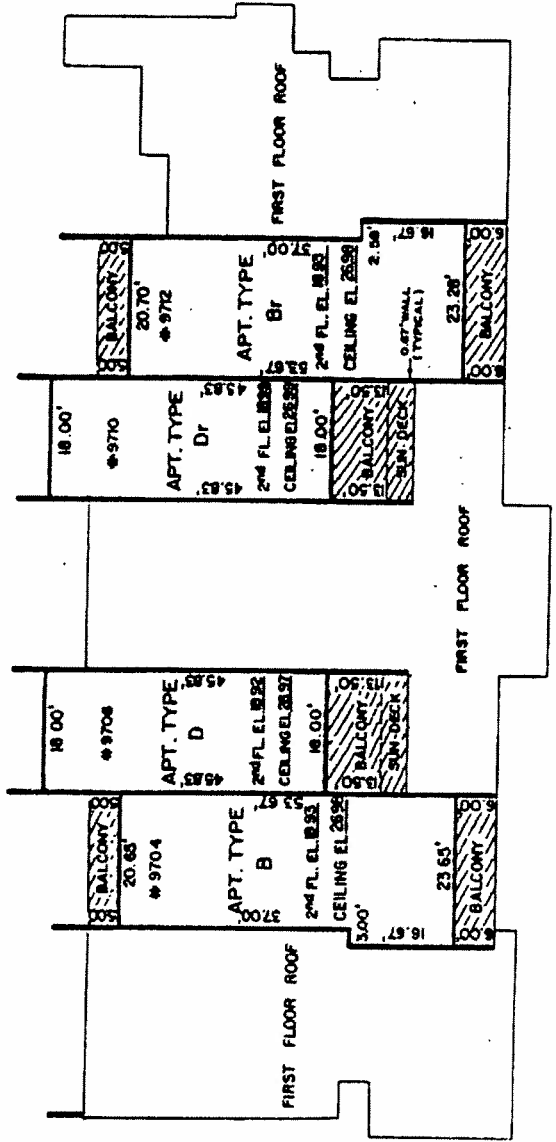
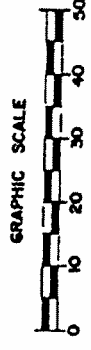


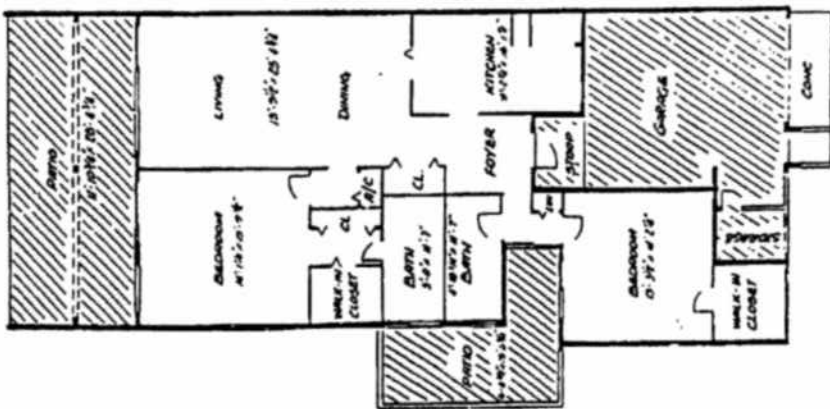
EXHIBIT "B" SECOND FLOOR PLAN
 COSTA DEL SOL CLUSTER A,
 A CONDOMINIUM

NOTE: ELEVATIONS SHOWN REFERS TO NATIONAL
 GEODETIC VERTICAL DATUM OF 1929.
 ▨ DENOTES LIMITED COMMON ELEMENTS



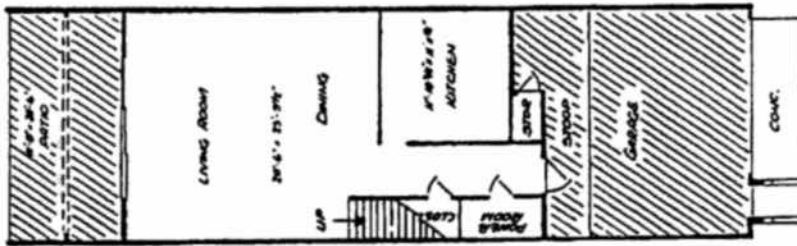
JACK MUELLER & ASSOCIATES, INC.
 SHEET 5 OF 9

DATE 11893 PG 3272

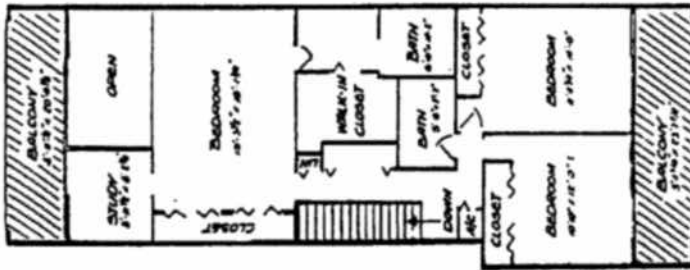


APARTMENT TYPE "C"

NOTES
 DENOTES LIMITED COMMON ELEMENT.
 DIMENSIONS SHOWN ARE APPROXIMATE.

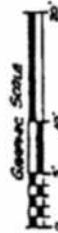


APARTMENT TYPE "B"



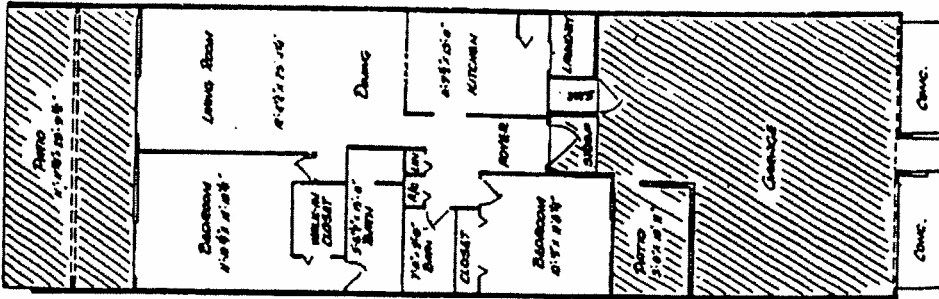
SECOND FLOOR

EXHIBIT "B"
 TYPICAL FLOOR PLANS OF UNIT
 COSTA DEL SOL CLUSTER A, A CONDOMINIUM
 JACK MUELLER & ASSOCIATES, INC.
 SHEET 6 OF 9

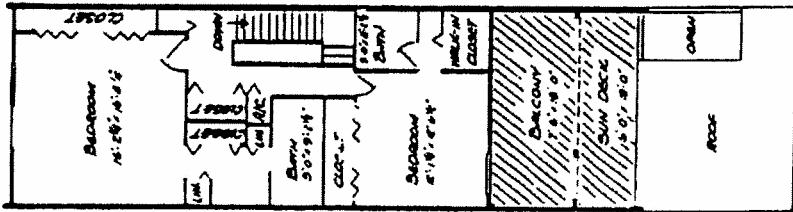


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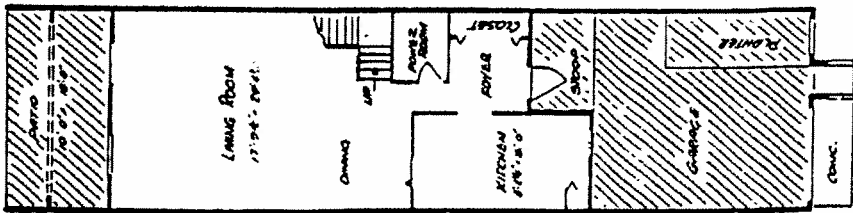
EXHIBIT "B"
TYPICAL FLOOR PLANS OF UNIT
CLUSTER A, A CONDOMINIUM
JACK MUELLER & ASSOCIATES, INC.
SHEET 7 OF 9



APARTMENT TYPE A



APARTMENT TYPE D



APARTMENT TYPE B

NOTES

DENOTES LIMITED COMMON ELEMENT.
DIMENSIONS SHOWN ARE APPROXIMATE.



Second Floor

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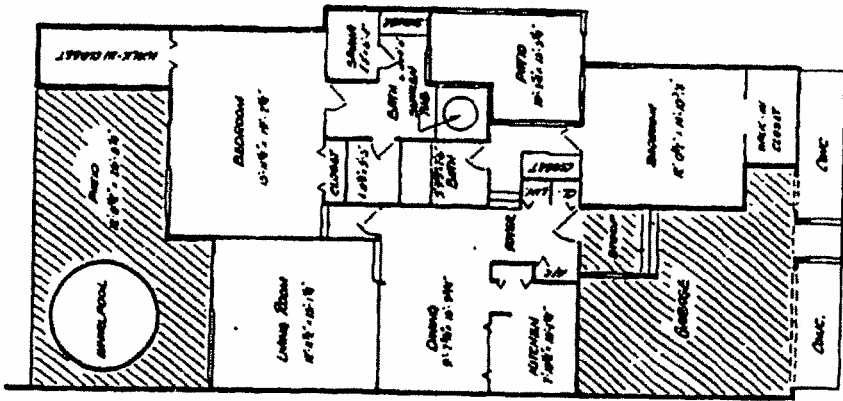
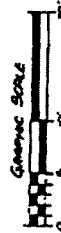
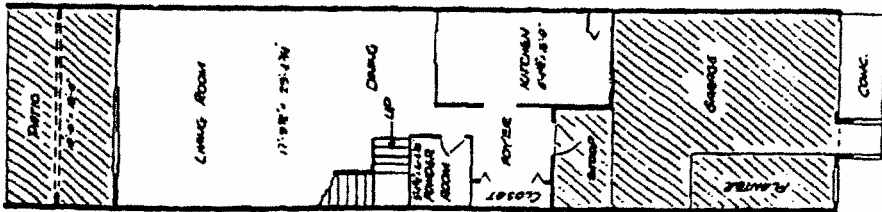
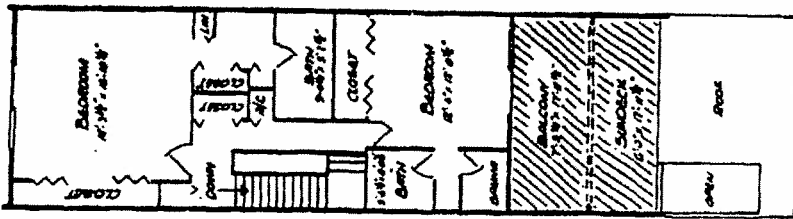


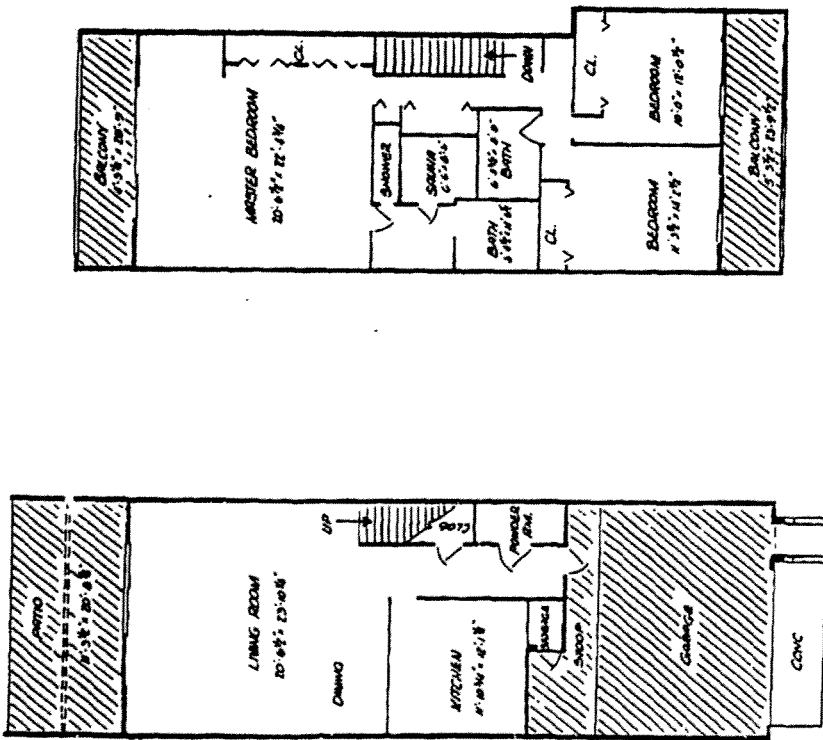
EXHIBIT "B"
 TYPICAL FLOOR PLANS OF UNIT
 COSTA DEL SOL CLUSTER A, A CONDOMINIUM
 JACK MUELLER & ASSOCIATES, INC.
 SHEET 8 OF 9



NOTES
 DENOTES LIMITED COMMON ELEMENT
 DIMENSIONS SHOWN ARE APPROXIMATE.

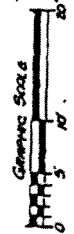
DL 11893 PG 3275

EXHIBIT "B"
TYPICAL FLOOR PLANS OF UNIT
COSTA DEL SOL CLUSTER A, A CONDOMINIUM
JACK MUELLER & ASSOCIATES, INC.
SHEET 9 OF 9



FIRST FLOOR
APARTMENT TYPE "B"
SECOND FLOOR

NOTES
DENOTES LIMITED COMMON ELEMENT.
DIMENSIONS SHOWN ARE APPROXIMATE.



OFF
REC 11893 PG 3276

EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM OF
COSTA DEL SOL CLUSTER A, A CONDOMINIUM

BY-LAWS OF
COSTA DEL SOL ASSOCIATION, INC.

DC - 36

OFF 11893 PG 3277

BY-LAWS

OF

COSTA DEL SOL ASSOCIATION, INC

ARTICLE I

NAME

This corporation shall be known as COSTA DEL SOL ASSOCIATION, INC.

ARTICLE II

OBJECTS AND PURPOSES

The objects and purposes of the Association are those set forth in the Articles of Incorporation.

ARTICLE III

MEMBERSHIP

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

Section 1. Initial Members. The membership of this corporation shall consist of the persons named as subscribers in the Articles of Incorporation.

Section 2. Permanent Members. Permanent members shall consist of all persons who become owners of Private Condominium Dwelling Units in a condominium building located in Costa Del Sol. Each private condominium dwelling unit shall be entitled to a single membership regardless of the manner in which title may be held or the number of owners thereof. Each apartment unit (membership) shall be entitled to one vote.

Section 3. The membership shall be entitled to vote on all matters as provided for in these By-laws, except that the subscribers to the Articles or their assignees or substitutes (as designated in writing to the Corporation) shall have the right, jointly and severally, to designate a majority of the members of the Board of Directors of this Corporation until

Law Offices of Lee R. Friedman, P.A. 1000 ...

OR 11893 3278
 there are at least 750 permanent members, and the membership by an affirmative vote of at least 650 members decides to terminate the subscribers' rights herein set forth; provided, however, that such subscribers' rights herein reserved shall expire not later than January 1, 1980.

Membership in this Corporation shall cease when the persons holding same no longer own the interest hereinabove described. Where title to property is held by more than one individual or by a corporation, trust or other entity, only the title holder shall be a member of the Association and shall act only through a single agent designated in writing by the title holder to the Association.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the membership of this Corporation shall be held at 10:00 o'clock A.M. on the first Tuesday in August of each year at the office of the Corporation. If the day so designated falls on a legal holiday, then the meeting shall be held the day thereafter.

Section 2. Special Meetings. Special meetings may be called by the president, or by written request of a majority of the members or by written request of not less than 20% of the members of the Board of Directors, or by a majority of the subscribers to the Articles of Incorporation, or by a majority of their designees and/or assignees.

Section 3. Notice. At least five (5) days' notice in writing of each meeting, whether annual, regular or special, shall be mailed to each member of the Corporation at such address as appears on the books of the Corporation.

Section 4. Order of Business. Order of business at annual meeting:

- A. Roll Call
- B. Reading of Notice of Meeting.
- C. Reading of Minutes of Previous Meeting.
- D. Report of President.

OFFICIAL FILE NO. 11893 PG 3279

- E. Report of Treasurer.
- F. Report of Secretary.
- G. Report of Committees.
- H. Election of Directors.
- I. Transaction of other business mentioned in Notices.
- J. Adjournment.

Section 5. QUORUM. A majority of the members having voting rights shall constitute a quorum for the transaction of a business, but if at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting from time to time and place to place until the consent of the majority of the members present at a meeting at a quorum is present shall be the act of the members.

ARTICLE V
DIRECTORS

Section 1. Number of Directors. The business affairs of this Corporation shall be managed by a Board of Directors, who need not be members of the Association nor residents of Costa Del Sol, composed of not less than three persons. The members at each annual meeting may designate the number of persons to constitute the Board of Directors to be elected for the following year, and if they fail to do so, the number of the Board members previously designated shall remain unchanged. Such directors shall be elected at each annual meeting of members. The initial Board of Directors shall be composed of three (3) persons. Each director shall hold office for the term for which he is elected and qualified.

Section 2. Election and Term of Directors. The Board of Directors shall serve for a period of one (1) year or until their respective successors are chosen and qualify. Nothing herein shall be construed to prevent the election of a director to succeed himself.

Section 3. Vacancies. If the office of one or more directors becomes vacant by reason of death, resignation,

01 REC 11893 PG 3280

retirement, disqualification, removal from office, or otherwise, the remaining directors shall choose a successor or successors, who shall hold office for the unexpired term and until his successor has been duly elected.

Section 4. Duties of the Board. The Board of Directors shall establish all basic policies and standards for the transaction of the business and purpose of the corporation. It shall determine the policies, fiscal matters, employment and other personnel policies, provide such By-Laws and rules and regulations as it may deem necessary from time to time, and in general assume responsibility for the guidance of the affairs of the corporation.

All checks or demand for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

The salaries of all employees and agents of the corporation shall be fixed by the Board of Directors.

Section 5. Right of Shareholders to the Article of Incorporation to Elect, Designate and Replace Directors. All of the foregoing provisions dealing with the election, designation and replacement of Directors are subject in all respects to the provisions of Article III of these By-Laws.

The Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the members.

Section 6. Quorum. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than the announcement at the meeting, until

11893 3281

quorum shall be present.

Section 7. Time and Place of Meetings. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the members each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by a majority of the Directors. Notice of each special meeting shall be given by the Secretary to each Director not less than five (5) days before the meeting unless each Director shall waive notice thereof before, at or after the meeting.

Section 8. Power to Elect Officers. The Board of Directors, at their annual meeting, shall elect a President, one or more Vice-Presidents, a Secretary and one or more Assistant Secretaries, and a Treasurer and one or more Assistant Treasurers. The Board of Directors shall have the power to appoint such other officers and employees as the Board may deem necessary for the transaction of the business of the Corporation. The Board shall have the power to fill any vacancies in any office, occurring for any reason whatsoever.

Section 9. Removal of Directors, Officers and/or Employees. Any Director, officer and/or employee may be removed by the Board of Directors whenever, in the judgment of the Board, the best interests of the Corporation will be served thereby, by a majority vote of the Board of Directors.

Section 10. Delegation of Powers. For any reason deemed sufficient by the Board of Directors, the Board may delegate any power or duty of any officer or director to any other officer or director, but no officer or director shall execute, acknowledge or verify any instrument in more than one capacity.

Section 11. Power to Appoint Committees. The Board of Directors shall have power to appoint the following committees:

- (a) An Executive Committee composed of only persons

THE ABOVE IS A SUMMARY OF THE CONTENTS OF THE ORIGINAL DOCUMENT. IT IS NOT A COPY OF THE ORIGINAL DOCUMENT.

DEI REC 11893 PG 3282

then serving as Directors, which Committee shall have and exercise the authority of the Board of Directors in the management of the business of the Corporation between meetings of the Board. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

(b) A Maintenance Committee, who shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in Costa Del Sol, and shall perform or see to the performance of such other functions as the Board, in its discretion determines.

(c) An Architectural Control Committee, which shall have the duties and functions described generally in the Declaration of Restrictions and Maintenance Covenants for Costa Del Sol. Any party aggrieved by a decision of the Architectural Control Committee shall have the right to make written request to the Board of Directors within thirty (30) days of each decision that the Board review same. The determination of the Board upon reviewing such decision of the Committee shall be final and binding upon all parties.

The Committees appointed by the Board of Directors, other than the Executive Committee, shall have the power to appoint subcommittees from among their membership, and may delegate to any such subcommittee any powers, duties and functions which said principal committee has the right to do and perform.

It shall be the duties of each Committee, except the Executive Committee, to receive complaints from members on any matters involving Association's functions, duties and activities within such Committee's field of responsibility. Such Committee shall dispose of such complaints in an appropriate manner.

Section 12. Annual Statement. The Board of Directors shall present at each annual meeting of the members, and when called for by vote of the members, a full and clear statement of the operation of the corporation and condition of the business.

OR 11893 3283

ARTICLE VI

MEMBERSHIP AND OWNERS

The Owner/Developer of all of the property which comprises the Club shall be OWNER DEL. DEL. ONLY & RACQUET CLUB, INC.

ARTICLE VII

OFFICERS

Section 1. OFFICERS. The officers shall consist of the president, one or more vice-presidents, secretary, one or more assistant secretaries and treasurer and one or more assistant treasurers. Any two of said offices may be held by the same person, except that the office of president and secretary shall not be held by the same person. Each officer shall be elected to hold office for a period of one year.

Section 2. REMOVAL OF OFFICERS. The officers of the Corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors for the remainder of the unexpired term, said officer to serve until the next annual meeting of the Board of Directors, at which time the annual election is held.

ARTICLE VIII

THE PRESIDENT

Section 1. The president shall be the chief executive officer of the Corporation, he shall preside at all meetings of the members and directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the Corporation, and shall see that all orders

Section 2. The president shall execute all documents and contracts requiring a seal, UNDER the seal of the Corporation except where the same are required or provided by law.

11893 3284

...the corporation signed and executed and except where the
standing and execution thereof shall be expressly delegated by
the Board of Directors to some other officer or agent of the
Corporation.

SECTION 1. The vice-president shall, in the absence or
disability of the president, perform the duties and exercise
the powers of the president, and shall perform such other
duties as the Board of Directors shall prescribe.

THE SECRETARY

SECTION 1. The secretary shall attend all sessions of
the Board and all meetings of the members and record all notes
and the minutes of all proceedings in a book to be kept for
that purpose, and shall perform like duties for the standing
committees when required. He shall give, or cause to be
given, notice of all meetings of the members and special
meetings of the Board of Directors, and shall perform such
other duties as may be prescribed by the Board of Directors or
President, under whose supervision he shall be. He shall keep
in safe custody the seal of the Corporation, and, when
authorized by the Board affix the same to any instrument
requiring it, and when so affixed it shall be attested by his
signature or by the signature of the treasurer or an assistant
secretary.

THE TREASURER

SECTION 1. The treasurer shall have custody of the
corporate funds and securities, and shall keep full and
accurate accounts of receipts and disbursements in books
belonging to the Corporation, and shall deposit all monies and
other valuable effects in the same and to the credit of the
Corporation in such depositories as may be designated by the
Board of Directors.

SECTION 1. He shall disburse the funds of the
Corporation as may be ordered by the Board of Directors,
making proper vouchers for such disbursements, and shall
report to the Board of Directors, at the regular meetings

DEF 11893 3285

of the Board, or whenever they may require it, an account of all of his transactions as treasurer and of the financial condition of the Corporation.

Section 7. If required by the Board of Directors, he shall give the Corporation a bond, the premium therefor to be paid by the Corporation, in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

ARTICLE IX

NOTICE

Section 1. Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws notice is required to be given to any Director, Officer or Member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper addressed to such Officer, Director or Member at such address as appears on the books of the Corporation.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation, or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE X

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

Doc 14893 pg 3286

ARTICLE XI

SEAL

The Association shall have a seal in circular form having within its circumference the words: COSTA DEL SOL ASSOCIATION, INC., CORPORATION NOT FOR PROFIT, 1974.

ARTICLE XII

AMENDMENTS

These By-Laws may be altered, amended or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors. No amendment affecting the Owner/Developer, or its successors or assigns, shall be effective without the written consent of said Owner/Developer or its successors or assigns.

ARTICLE XIII

RULES OF ORDER

"Robert's Rules of Order" shall be the parliamentary authority for all matters of procedure not specifically covered by these By-Laws.

ARTICLE XIV

ASSESSMENTS

In furtherance of the grant to levy and collect assessments and the other purposes of this corporation, the corporation shall have the right:

- (a) To determine the time, manner and amount of such assessment, except that the amount of such Assessments shall be uniform for each member assessed.
- (b) To maintain a general operating reserve as determined by the Board of Directors.
- (c) To file and enforce liens for such assessments upon each member's condominium unit and its appurtenant undivided interest in any common and/or limited property of the condominium building in which such condominium unit is located, which lien shall secure interest, if any, on delinquent assessments, costs, expenses, and a reasonable attorney's fee incurred to enforce said lien. The lien

REC 11893 PG 3287

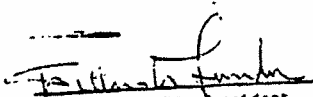
granted to the corporation may be foreclosed in the same manner as real estate mortgages or other liens may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the Corporation shall be entitled to rental from the owners of such property subject to the lien from the date on which the payment of any assessment or installment thereof becomes delinquent, and shall be entitled to a Receiver for said property without notice to the owner of such property. The lien granted to the Corporation shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Corporation in order to preserve and protect its lien; and the Corporation shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any such property, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the other encumbrance thereon, is hereby placed on notice of the lien granted to the Corporation, and shall acquire such interest in any such property expressly subject to such lien upon its recording as provided hereinafter; provided, however, that the lien of the assessments provided for herein shall be subordinate to the lien of any bona fide institutional mortgage or mortgages now or hereafter placed upon the unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An institutional mortgage is one made in favor of

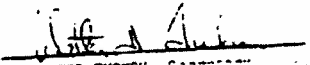
REF 11893 3288

any national or state bank, insurance company or state or federal savings and loan association, all of which must be licensed to do business in Florida.

The lien herein granted unto the Corporation shall be effective from and after the time of recording, in the Public Records of Dade County, Florida, of a claim of lien stating the description of the property encumbered thereby, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

The foregoing were adopted as the By-Laws of COSTA DEL SOL ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida on April 3, 1978.


WILLIAM V. LANDA, President


JAMES TURNER, Secretary

Law Offices of [illegible], P.A. 1000 [illegible] Miami, Florida

OFF
REC 11893 PG 3289

EXHIBIT "D" TO THE
DECLARATION OF CONDOMINIUM OF
COSTA DEL SOL CLUSTER A, A CONDOMINIUM

ARTICLES OF INCORPORATION OF
COSTA DEL SOL ASSOCIATION, INC.

DC - 37

OFF. REC. 16274M0547

94R113106 1994 MAR 08 15:17

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION OF COSTA DEL SOL ASSOCIATION, INC.

WHEREAS, the Certificate of Incorporation of COSTA DEL SOL ASSOCIATION, INC. (hereinafter the "Association") was issued by the Secretary of State of Florida on the 3rd day of April, 1974; and

WHEREAS, at a duly called and convened meeting of the Board of Directors held on January 25, 1994, the amendment to the Articles of Incorporation as set out in Exhibit "A" hereto were adopted by the Board in accordance with the pertinent requirements of the Articles of Incorporation; and

NOW, THEREFORE, the undersigned hereby certifies that the amendment as set forth in Exhibits "A" attached hereto and incorporated herein are a true and correct copy of the amendment as adopted by the Board of Directors as set forth above.

WITNESS my signature hereto this 17th day of February, 1994 at Miami, Florida.

COSTA DEL SOL ASSOCIATION, INC.

Josephine Medina Witness

BY: Betty Gault, President (Seal)

James McIsaac Witness

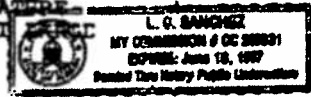
ATTEST: Thomas W. Bergen, Secretary

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 17th day of February, 1994 by Betty Gault, the Secretary of COSTA DEL SOL ASSOCIATION, INC. a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced identification and who did/did not take an oath.

NOTARY PUBLIC SIGNATURE STATE OF FLORIDA AT



My commission expires:

L. C. Sanchez

PLEASE PRINT OR TYPE NOTARY SIGNATURE

THIS INSTRUMENT PREPARED BY:

ANTHONY A KALLICHE, ESQUIRE BECKER & POLIAKOFF, P.A. BLUE LAGOON CORPORATE CENTER 6161 BLUE LAGOON DRIVE, SUITE 250 MIAMI, FLORIDA 33126

OFF. REC: 16274PG0548

AMENDMENT
TO
THE
ARTICLES OF INCORPORATION
OF
COSTA DEL SOL ASSOCIATION, INC.

(Additions shown by underlining; deletions shown by "----")

Amendment to Article VIII of the Articles of Incorporation as follows:

ARTICLE VIII

DIRECTORS

The business affairs of this Corporation shall be managed by the Board of Directors, ~~who need not be members nor residents of property within Costa Del Sol each of whom shall be an owner of a unit within Costa Del Sol.~~ The designated voting representative of a unit owned by a corporation, partnership, trust or other similar entity shall be deemed to be the "unit owner" for this purpose of qualifying to serve as a director. At any time a director does not own a unit within Costa Del Sol, he or she shall be deemed to have resigned his or her position on the board. The Corporation shall have three (3) directors initially. The number of directors may be increased from time to time by the By-Laws, but shall never be less than three (3).

Members of the Board of Directors shall be elected and hold office in accordance with the By-Laws of this Corporation.

The names and addresses of the persons who ~~are to serve served as the initial directors for the coming year of the corporation, or until the first annual meeting of the corporation are were:~~

William J. Landa	12550 Biscayne Boulevard Miami, Florida 33161
Robert Bookbinder	9701 Costa Del Sol Blvd. Miami, Florida 33166
Walter Turken	12550 Biscayne Boulevard Miami, Florida 33161

OFF. REC. 16274PC0549

EXHIBIT "A"

	<u>Official Records</u> <u>Book</u>	<u>Page</u>
Costa Del Sol Condominium A	11093	646
Costa Del Sol Condominium B	11284	1080
Costa Del Sol Condominium C	12417	2449
Costa Del Sol Condominium D	14431	2083
Costa Del Sol Condominium E	12241	1193
Costa Del Sol Condominium F	12329	377
Costa Del Sol Condominium G	13853	582
Costa Del Sol Condominium H	13896	2784
Costa Del Sol Condominium I	13758	1678
Costa Del Sol Condominium J	14158	1769
Costa Del Sol Condominium K	11996	2761
Costa Del Sol Condominium L	14757	3130
Costa Del Sol Condominium M	14658	2460
Costa Del Sol Condominium N	12729	2786
Costa Del Sol Condominium O	12463	568
Costa Del Sol Condominium P	13115	4262
Costa Del Sol Condominium Q	13709	3110
Costa Del Sol Condominium R	14078	1979
Costa Del Sol Condominium S	14023	2994
Costa Del Sol Condominium T	14302	443
Costa Del Sol Condominium U	14606	2328
Costa Del Sol Condominium V	14673	1577
Costa Del Sol Condominium W	14539	2419
Costa Del Sol Condominium 1	8716	450
Costa Del Sol Condominium 2	8716	528
Costa Del Sol Condominium 3	8716	606
Costa Del Sol Condominium 4	8716	684
Costa Del Sol Cluster A Condominium	11893	323

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

11893 3290

STATE OF FLORIDA
DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF

COSTA DEL SOL ASSOCIATION, INC.

A corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 3rd day of April, A.D., 1974, as shown by the records of this office.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 4th day of April, A.D., 1974.

Richard (Dick) Stone
SECRETARY OF STATE

300-72

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, MAKING AGENT UPON WHOM PROCESS MAY BE SERVED.

FILED
MAY 30 10 09 AM '99

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First-That COSTA DEL SOL ASSOCIATION, INC.

desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the articles of
incorporation at City of Miami County of
Dade, State of Florida

has named Walter Turken

located at 18550 Biscayne Blvd.,
(Street address and number of building,
Post Office Box address not acceptable)

City of Miami, County of Dade

State of Florida, as its agent to accept service of process
within this state.

ACKNOWLEDGMENT: (MAY BE SIGNED BY DESIGNATED AGENT)

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

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FILE NO. 11893 FC 3292

ARTICLES OF INCORPORATION FILED
OF
COSTA DEL SOL ASSOCIATION, INC.) 10 CS 23 '74
(A corporation Not For Profit)

ARTICLE I

NAME

The name of this corporation shall be COSTA DEL SOL ASSOCIATION, INC. ("Association") or ("Corporation").

ARTICLE II

The general nature, objects and purposes of the Association are:

(a) To promote the health, safety and social and economic welfare of the owners of property described on Exhibit "A" which is attached hereto and made a part hereof (sometimes referred to as "subject property" or "Costa Del Sol").

(b) To maintain, install, construct, reconstruct and repair landscaping; parks; sidewalks, access paths; streets; roads; rights of way; drainage structures and related facilities; and any and all other structures and improvements in, on and about those portions of the subject property:

(i) owned by the Association; or

(ii) which constitutes the exterior of the property (common elements) of any condominium constructed within the subject property, including, without limitation, exterior walls and windows, roofs, gutters, downspouts, uncovered parking areas, boundary walls, fences, trees, hedges, landscaping and green areas.

(c) To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls,

OFF REC 11893 PC 3293

fences, swimming pools, docks, bulkheading, antennas, towers, drains, disposal systems or other structures constructed, placed or permitted to remain in or on these parts of Costa Del Sol described in subparagraph (b) above, as well as the alteration, improvement, addition or change thereto.

(d) To insure compliance with all applicable building and zoning regulations of Dade County, Florida applicable to the properties owned by Association as well as all condominiums constructed in Costa Del Sol.

(e) To the extent that the Association may accept responsibility therefor, to provide for private security, fire protection and other services, including the purchase and/or lease of all equipment and capital improvements required or useful in connection therewith.

(f) To provide, purchase, acquire, construct, reconstruct, replace, improve, maintain and repair such buildings, structures, landscaping, paving, equipment and all other property and facilities herein referred to, both real and personal, related to the health, safety and social and economic welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate or convenient.

(g) To operate without profit for the sole and exclusive benefit of its members. This corporation shall have no shares of stock, shall not pay dividends, and shall distribute no part of its assets to its members, officers or directors. The interest of any member of this corporation in the funds and assets of this corporation may not be assigned, hypothecated nor encumbered in any manner. The funds and assets of the corporation shall be held or used for the benefit of the membership and for the purposes authorized herein and in the By-Laws which may hereafter be adopted.

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ARTICLE III
GENERAL POWERS

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

(a) To hold funds solely and exclusively for the benefit of the members for the purposes set forth in these Articles of Incorporation.

(b) To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

(c) To delegate power or powers where such is deemed in the interest of the Association.

(d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

(e) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with condominium associations or other property owners' groups for the collection of such groups for the collection of such assessments.

(f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

OFF 11893 PG 3295

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

(h) To borrow money and from time to time make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association, and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the propperty rights or privileges of the Association, wherever situated.

(i) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted or reserved to the corporation pursuant to its Charter or By-Laws, or any rules or any regulations which may hereafter be established.

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

ARTICLE IV

MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

(a) INITIAL MEMBERS

The membership of this corporation shall constitute the persons hereinafter named as subscribers and/or their assigns.

(b) PERMANENT MEMBERS

Permanent members shall consist of all persons who become owners of Private Condominium Dwelling Units in a condominium building located in Costa Del Sol. Each Private Condominium DWELLING Unit shall be entitled to a single membership regardless of the manner in which title

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REC 11893 PG 3296

may be held or the number of owners thereof. Each such membership shall be entitled to one vote.

(c) The membership shall be entitled to vote on all matters as provided for in the By-Laws of this Corporation, except that the subscribers to these Articles or their assigns or substitutes (as designated in writing to the Corporation) shall have the right, jointly and severally, to designate a majority of the members of the Board of Directors of this Corporation until there are at least 750 permanent members, and the membership by an affirmative vote of at least 650 members decides to terminate the subscribers' rights herein set forth; provided, however, that such subscribers' rights herein reserved shall expire not later than January 1, 1980.

(d) Membership in this Corporation shall cease when the persons holding same no longer own the interest hereinabove described. Where title to property is held by more than one individual or by a corporation, trust or other entity, only the title holder shall be a member of the Association, and shall act only through a single agent designated in writing by the title holder to the Association.

ARTICLE V

ASSESSMENTS

In furtherance of the grant to levy and collect assessments, and the other purposes of this corporation, the corporation shall have the right:

(a) To determine the time, manner and amount of such assessment, except that the amount of such assessments shall be uniform for each member assessed.

(b) To maintain a general operating reserve as determined by the Board of Directors.

(c) To file and enforce liens for such assessments upon each member's condominium unit and its appurtenant

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REC 11893 PG 3297

undivided interest in any common and/or limited property of the condominium building in which such condominium unit is located, which lien shall secure interest, if any, on delinquent assessments, costs, expenses and a reasonable attorney's fee incurred to enforce said lien. The lien granted to the corporation may be foreclosed in the same manner as real estate mortgages or other liens may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the corporation shall be entitled to rental from the owners of such property, subject to the lien from the date on which the payment of any assessment or installment thereof becomes delinquent and shall be entitled to a Receiver for said property without notice to the owner of such property. The lien granted to the Corporation shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Corporation in order to preserve and protect its lien; and the Corporation shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purposes. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any such property, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Corporation, and shall acquire such interest in any such property expressly subject to such lien upon its recording as provided hereinafter; provided, however, that the lien of the assessments provided for herein shall be subordinate to the lien of any bona fide institutional mortgage or mortgages now or hereafter placed upon the lot subject to assessment and provided further that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot

11893 3298

accordance with the procedures set forth in the By-Laws.

(b) The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

- President: William J. Landa
- Executive Vice-President: Robert Bowbinder
- Secretary and Treasurer: Walter Turken

ARTICLE VIII

DIRECTORS

The business affairs of this Corporation shall be managed by the Board of Directors, who need not be members nor residents of property within Costa Del Sol. The Corporation shall have three (3) directors initially. The number of directors may be increased from time to time by the By-Laws, but shall never be less than three (3).

Members of the Board of Directors shall be elected and hold office in accordance with the By-Laws of this Corporation.

The names and addresses of the persons who are to serve as directors for the coming year, or until the first annual meeting of the corporation are:

- William J. Landa
11111 Florida 33161
- Robert Bowbinder
11111 Florida 33161
- Walter Turken
11111 Florida 33161

ARTICLE IX

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE X

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

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ARTICLE XI

DEVELOPERS AND OWNERS

The owner of all of the property which constitutes Costa Del Sol is Costa Del Sol Golf & Racquet Club, Inc., which corporation is also the developer of Costa Del Sol.

ARTICLE XII

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting the owner/developer or its successors or assigns shall be effective without its prior written consent.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

(1) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a penalty or liability on or against a person alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The

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termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association, or that he had reasonable grounds for believing that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court, administrative agency, or other body before which such action, suit or proceeding is held, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable laws.

OFF REC 11893 PG 3301
ARTICLE XIV

TRANSACTION IN WHICH DIRECTORS OR OFFICERS AND INTERESTED

(a) No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, proprietorship, or trust, in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

ARTICLE XV

DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the owner/developer shall be returned to it or its successors or assigns, unless such party refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined

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by the Board of Directors of the Association to be appropriate for such dedication and which the Authority is willing to accept.

(3) Remaining assets shall be distributed among the members, with each member to receive an equal pro rata share thereof.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3rds) of the members of the Board of Directors; and, if a decree of court be necessary at the time of dissolution, then after receipt of an appropriate decree as set forth in Florida Statute §17.05 or statute of similar import.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 11th day of March 1974.

William J. Landa (SEAL)
Robert Boozbender (SEAL)
Walter Turken (SEAL)

STATE OF FLORIDA)

COUNTY OF DADE)

I HEREBY CERTIFY that on this 11th day of March 1974, before me, the undersigned authority, personally appeared WILLIAM J. LANDA, ROBERT BOOZBENDER AND WALTER TURKEN, to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, Florida, said County and State the date aforesaid.

My commission expires:

William J. Landa

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EXHIBIT "A"
TO
ARTICLES OF INCORPORATION
OF
COSTA DEL SOL ASSOCIATION, INC.

Tracts 1 and 2; and
Tracts 3 through 15 and Tracts 17 through 24
of FLORIDA FRUIT LAGO CO. SUB. 1, according
to the Plat thereof recorded in Plat Book 2
at Page 17, of the Public Records of Dade County,
Florida, all lying in Section 29, Township 33
South, Range 40 East, Dade County, Florida.

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 185 PAGE 11

RICHARD P. BRINKER, CLERK
CIRCUIT & COUNTY COURT
BY Wayne J. Berg D.C.

RECORDED IN OFFICIAL PUBLIC BOOK
OF DADE COUNTY, FLORIDA
RECORD VOLUME

RICHARD P. BRINKER,
CLERK CIRCUIT COURT

REC. 1775513965

97R374649 1997 AUG 19 08:18

**CERTIFICATE OF PROMULGATION OF
COSTAL DEL SOL ASSOCIATION, INC.'S
REVISED RULES AND REGULATIONS**

WHEREAS, COSTAL DEL SOL ASSOCIATION, INC., (hereinafter referred to as "ASSOCIATION") is the entity responsible for the operation and administration of the Costa del Sol Condominium A, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 11093 at Page 646 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium B, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 11284 at Page 1080 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium C, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 12417 at Page 2449 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium D, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14431 at Page 2083 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium E, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 12241 at Page 1193 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium F, a Condominium, as described in the Declaration of

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REF: 17755713966

CERTIFICATE OF PROMULGATION OF COSTA DEL SOL
ASSOCIATION, INC.'S REVISED RULES AND REGULATIONS

Condominium thereof, as recorded in Official Records Book 12329 at Page 377 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium G, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 13853 at Page 582 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium H, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 13896 at Page 2784 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium I, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 13758 at Page 1678 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium J, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14158 at Page 1769 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium K, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 11996 at Page 2761 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium L, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14757 at Page 3130 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium M, a Condominium, as described in the Declaration of

REF: 1775513967

CERTIFICATE OF PROMULGATION OF COSTA DEL SOL
ASSOCIATION, INC.'S REVISED RULES AND REGULATIONS

Condominium thereof, as recorded in Official Records Book 14658 at Page 2460 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium N, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 12729 at Page 2786 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium O, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 12463 at Page 568 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium P - Phase 1, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 13115 at Page 4262 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium P - Phase 2, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 13156 at Page 1449 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium Q, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 13709 at Page 3110 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium R, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14078 at Page 1979 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium S, a Condominium, as described in the Declaration of

OFF. REC. 1775513968

CERTIFICATE OF PROMULGATION OF COSTA DEL SOL
ASSOCIATION, INC.'S REVISED RULES AND REGULATIONS

Condominium thereof, as recorded in Official Records Book 14023 at Page 2994 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium T, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14302 at Page 443 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium U, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14606 at Page 2328 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium V, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14673 at Page 1577 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium W, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 14539 at Page 2419 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium 1, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 8716 at Page 450 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium 2, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 8716 at Page 528 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium 3, a Condominium, as described in the Declaration of

REF: 1775963969

CERTIFICATE OF PROMULGATION OF COSTA DEL SOL ASSOCIATION, INC.'S REVISED RULES AND REGULATIONS

Condominium thereof, as recorded in Official Records Book 8716 at Page 606 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Condominium 4, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 8716 at Page 684 of the Public Records of Dade County, Florida; and

WHEREAS, ASSOCIATION is the entity responsible for the operation and administration of the Costa del Sol Cluster A Condominium, a Condominium, as described in the Declaration of Condominium thereof, as recorded in Official Records Book 11893 at Page 3231 of the Public Records of Dade County, Florida; and

WHEREAS, pursuant to Article 5(e) of the Association's By-Laws, the Board of Directors is empowered to adopt and amend Rules and Regulations concerning the details of the operation and use of the Condominiums; and

WHEREAS, the Board of Directors, at a duly convened and noticed meeting thereof held on April 22, 1997, voted to promulgate the revised Rules and Regulations attached hereto as Exhibit "A" and incorporated herein by reference.

NOW THEREFORE, it is hereby certified that the revised Rules and Regulations set forth in Exhibit "A" were duly adopted pursuant to the powers and authority vested in the Board of Directors by the Declarations of Condominium and the By-Laws of the Costa del Sol Association, Inc.

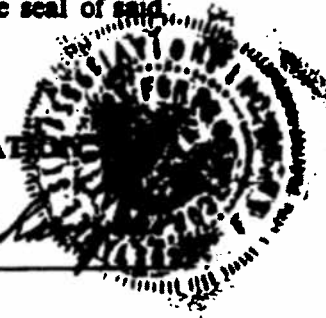
IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said Association this 7 day of August, 1997.

WITNESSES:

[Handwritten signatures of witnesses]

COSTA DEL SOL ASSOCIATION, INC.

[Signature of Eugene A. Beck]
President



REC: 17755PG3970

CERTIFICATE OF PROMULGATION OF COSTA DEL SOL ASSOCIATION, INC.'S REVISED RULES AND REGULATIONS

WITNESSES:

[Signature]
[Signature]

[Signature]
Secretary

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared SAGUNA
BECHAMPS and SUSAN GLASS, respectively
President and Secretary of COSTA DEL SOL ASSOCIATION, INC., to me well known to be the
persons described in and who presented _____ and
_____ as identification, and who executed the foregoing instrument and
they acknowledged jointly and severally to and before me that they executed the foregoing
instrument as such officers of said Association for the purposes expressed therein and the same is
the free act and deed of said Association.

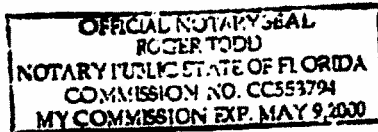
WITNESS my hand and official seal this 7 day of August, 1999
[Signature]

Notary's Name Printed/Typed

Notary Public, State of Florida
at Large



My Commission No.:
My Commission Exp.:



This Instrument Prepared By:
EDUARDO MELONE, ESQUIRE
HYMAN & KAPLAN, P.A.
2701 Museum Tower
190 West Flagler Street
Miami, Florida 33130
(305) 371-4344

REF: 17755PC3971

COSTA DEL SOL ASSOCIATION, INC.
ONE COSTA DEL SOL BOULEVARD, MIAMI, FLORIDA 33178

RULES AND REGULATIONS

OCTOBER 1995 - APRIL 1997



- The purpose of this document is to detail the rules and regulations adopted by the Board of Directors to manage the Costa del Sol community and to preserve and protect the value of the assets of the community members.
- The Members of the Board of Directors of Costa del Sol Association, Inc. Are the governing agents of the community.
- Community Associations derive their powers and responsibilities as well as their existence from the laws of the state of Florida, the Association's Articles of Incorporation, By-laws, the Declaration of Condominium.
- A copy of these documents will be given to new residents by the Welcoming Committee, prior to occupancy.
- The term ~~resident~~ in this document is intended to include all owners and occupants who have been approved by the Association to reside in Costa del Sol.
- Unit owners, whether in residence at Costa del Sol or not, shall be responsible for the conduct of themselves and of their family, tenant(s), guest(s), visitor(s), agent(s) and all of their employees. No unit owner shall permit any such conduct by these persons that will interfere with the safety, rights, comforts and/or conveniences of other residents and shall ensure full compliance by these persons of all rules and regulations of the Association.

REVISED 04/22/97

EXHIBIT "A"

REF: 1775513972

2

RULES AND REGULATIONS ORDER OF PRESENTATION



1. TRAFFIC CONTROL RULES AND REGULATIONS.....	p. 3
1.1 Valid and Current License Plates.....	p. 3
1.2 Valid and Current Drivers' Licenses.....	p. 3
1.3 Entrance to the Community.....	p. 3
1.4 Bar Code Stickers and Windshield Passes.....	p. 4
1.5 Parking Violations.....	p. 5
1.6 Towing.....	p. 6
1.7 Trucks / Vans.....	p. 6
1.8 Service and Delivery Vehicles.....	p. 7
1.9 Motorcycles.....	p. 7
1.10 Emergency Repairs.....	p. 7
1.11 Packages.....	p. 7
1.12 Car Covers.....	p. 8
2. LIMITED COMMON AREAS RULES AND REGULATIONS.....	p. 8
2.1 General Maintenance.....	p. 8
2.2 Garages / Carports.....	p. 9
2.3 Garbage.....	p. 9
2.4 Pets.....	p. 9
2.5 Nuisance and Safety Hazards.....	p. 10
2.6 Soliciting and Posting of Notices.....	p. 10
2.7 Lakes.....	p. 10
2.8 Ducks.....	p. 11
3. RECREATIONAL FACILITIES RULES AND REGULATIONS.....	p. 11
3.1 General Rules.....	p. 11
3.2 Swimming Pool.....	p. 11
3.3 Tennis Courts.....	p. 12
3.4 Hockey Rink and Basketball Court.....	p. 13
4. CONTRACTOR RULES AND REGULATIONS.....	p. 13
4.1 General.....	p. 14
5. SALES / RENTAL RULES AND REGULATIONS.....	p. 14
5.1 Welcoming / Screening.....	p. 14
5.2 Use and Occupancy.....	p. 15
ADDENDUM.....	p. 16
A. PR Buils.....	p. 16

REF: 1775513973

3

1. TRAFFIC CONTROL RULES AND REGULATIONS



TRAFFIC CONTROL: All motorized vehicles which are operated on the streets and roadways of Costa del Sol must display a valid and current license plate. Go carts, ATV's, and other recreational vehicles not licensed to drive on city streets are prohibited from operating in Costa Del Sol. The speed limit in Costa del Sol is (23) twenty-three mph. Passing is prohibited. Violations are subject to citation, fine and/or legal action.

1.1. **Valid and Current License Plates:** Vehicles not displaying a current and valid license plate are subject to towing at the owner's expense.

1.1.1. A car cover, with a proper decal affixed, is an appropriate alternative when storing an unlicensed vehicle.

1.2. **Valid and Current Drivers' Licenses:** All drivers on the streets of Costa del Sol must be licensed. Parents are responsible for ensuring that their minor children have a valid driver's license if they drive on the streets of Costa del Sol.

1.3. **Entrance to the Community:** The Association is not a provider of "Security". Each unit owner provides his/her own form and level of security. Main gate service is provided (24) twenty-four hours each and every day. Roving personnel are employed by the Association to assist in the enforcement of these Rules and Regulations.

1.3.1. All visitors must have telephone clearance from the resident they wish to visit or be on the list of regular visitors provided to the Management Office.

1.3.2. All visitors must register at the front entrance and will be given a dated pass for prominent display on the vehicle dashboard (see Bar Code Stickers and Windshield Passes.).

1.3.3. Taxis with residents as passengers must be cleared at the main gate. The resident must be recognized by picture ID (i.e. Drivers license) before entrance is granted.

1.3.4. Any taxi cabs called by residents must be recorded at the gate and the specific resident called to confirm the request.

1.3.5. Realtors must get an approved pass to gain entry to the Association property. The hours for Realtor access to the community are 7:30 a. m. through 8:00 p. m. (9:00 p. m. DST).

REF: 1775573974

4

1.4. Bar Code Stickers and Windshield passes: The purpose of the entrance personnel, bar code stickers and windshield passes are to control community access for the safety of our residents, while allowing reasonable access to the patrons of the golf course and its maintenance personnel. Bar code stickers will be issued to residents of Costa del Sol only after presentation of a valid vehicle registration in the name of an authorized resident. Pass arrangements can be made with the Management Office for extended visits or regular housekeepers and/or vendors. The owner must apply in person at the Management office.

1.4.1. Costa del Sol issues three types of passes: If you obtain a pass from the entrance personnel you will be expected to abide by the conditions for which it was issued:

Regular Guest Pass
Extended Visit Pass
Golf Course Pass

1.4.2. A Regular Guest Pass is issued for one day. This type of pass will allow entrance to the community and will allow guests' vehicles to be parked in a designated space for twenty-four (24) hours. Guests may obtain this type of pass from the guardhouse.

1.4.3. An Extended Visit Pass is issued for housekeepers or any people that need extended authorization to enter the community on a consistent basis. This pass is good for up to three (3) months and must be requested in writing or in person by the resident, at the Management office.

1.4.4. Those visiting the golf course will be given a Golf Course Pass. A Golf Course Pass is good for one (1) visit to the golf course. Golf course visitors may obtain this pass from the guardhouse.

1.4.5. Any vehicle with a Golf Course Pass is allowed to enter and park within the golf course parking lot only.

1.4.6. Any vehicle with a Golf Course Pass parked on the condominium property will be towed immediately.

1.4.7. Any car driving around the property with a Golf Course Pass will be asked to return to the golf course parking lot or leave the property immediately.

1.4.8. Entry by Bar Code Sticker is a privilege subject to strict observance of the rules and may be denied or revoked.

1.4.9. Bar Code Stickers are available to residents of Costa del Sol. A current driver's license with a Costa del Sol address or other proof of residence is required for purchase of the stickers.

1.4.10. The fee for the Bar Code Sticker is not refundable.

REC: 17755M3975

5

1.4.11. Abuse of the Bar Code Sticker privilege is cause to invalidate or revoke your bar code sticker and render it useless. (No refund will be given.)

1.4.12. Any car without a valid bar code sticker issued by Costa del Sol Association, Inc. will have to obtain a guest pass and will be subject to the same terms and conditions described herein.

1.5. Parking Violations: Parking violations can only be issued by appropriate personnel employed by the condominium to perform this task.

1.5.1. No vehicle in a visible state of disrepair, due to broken window(s), missing door(s), missing hood or missing trunk, may be parked in the common area or visible from the common area.

1.5.2. Parking is permitted in marked spaces only. Unit occupants are required to use garage/carport area and/or driveways deep enough to accommodate a vehicle before occupying a guest parking space..



1.5.3. Improperly parked vehicles are subject to towing at the owners expense.

1.5.4. Vehicles may not be parked in common roadways nor on the grass at any time, all wheels must be on the pavement. Vehicles are not permitted to park along the roadways so as to permit fire, fire/rescue, emergency or sanitation vehicles to have access to the full widths of the roadways. Cars that are parked on the grass or in the common roadways will be towed immediately at the owner's expense.

1.5.5. Any car in visible distress should be pushed to a parking place. It will then be verified that the unit owner is taking care of the problem.

1.5.6. Vehicles parked outside a garage/carport must bear a valid and current license plate and Costa del Sol bar code sticker or current guest pass otherwise they will be subject to towing as specified in section (1.6).

1.5.7. Vehicles parked in driveways and or in front of a garage/carport or unit may not extend into the common area in such a way as to cause a hazard.

1.5.8. Storage of vehicles is prohibited in guest spaces for more than 15 days.

1.5.9. Guests are required to park in designated parking areas. When an activity is planned where five or more vehicles are expected, prior arrangements must be made with the Management Office and front gate personnel for additional parking.

OFF.
REC: 1775563976

6

1.5.10. Resident owned boats, trailers, trucks, commercial vehicles and cargo vans in Costa del Sol must be parked totally within the confines of a garage/carport area between 6:00 p.m. and 7:30 a.m. Monday through Saturday and all day Sunday and Holidays.

1.5.11. No trucks or commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Association property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services.

1.5.12. Owners who have units with garages/carports that have been converted are not allowed to park a truck or van (as specified in the section entitled "*Trucks and Vans*", 1.7).

1.5.13. No vehicle with a car cover is allowed to park in any guest parking space or on the street.

1.5.14. Jet skis must be parked in a garage or carport not in a driveway or guest space.

1.6. Towing: All vehicles in violation of the above rules are subject to towing at the owner's expense.

1.6.1. Expired Pass: Cars parked with an expired pass are subject to towing at the owner's expense.

1.6.2. No Valid Bar Code Sticker or Current Pass in Windshield: Vehicles not displaying a valid Costa del Sol bar code sticker or current guest pass are subject to towing at the owner's expense.

1.6.3. Car Alarms: Cars with alarms that sound frequently or for long periods of time are subject to towing at the owner's expense.

1.6.4. Expired Tags: Vehicles with expired tags will not be towed. The unit owner must go through the Violations procedure.



1.7. Trucks / Vans: Florida Statute 316 defines a truck as: "Any motor vehicle designed, used, or maintained primarily for the transportation of property." Statute 320 adds that a truck is a motor vehicle with a net weight of 5,000 pounds or less designed principally for carrying goods other than the personal effects of the passengers. This definition includes cargo vans as trucks but excludes small personal pickups.

OFF.
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7

- 1.7.1. Mini vans and small personal pickups which are not marked with commercial signs or lettering and are not principally for carrying goods other than the personal effects of the passengers are acceptable vehicles and are treated as any other approved personal vehicle. **REMEMBER:** No vehicle in a visible state of disrepair, due to broken window(s), missing door(s), missing hood or missing trunk, may be parked in the common area or visible from the common area.
- 1.7.2. Residents are not permitted to maintain a truck permanently, as defined above, or any other commercial vehicles in Costa del Sol.
- 1.7.3. Visitors or guests driving a truck are not allowed to enter Costa del Sol between 6:00 p.m. and 7:30 a.m. Monday through Saturday and all day on Sunday and Holidays.
- 1.7.4. No delivery or service trucks are permitted in the community until 7:30 a.m.. The exception is service vehicles responding to an after hours emergency request.
- 1.7.5. Delivery trucks coming to the golf course are not allowed to enter the property prior to 7:30 a.m..
- 1.7.6. Commercial vehicles are allowed on the property to visit the golf course during golf course operating hours only.
- 1.7.7. Moving vans or any other moving vehicles will not be admitted without prior clearance from Management. A proper pass must be obtained from the entrance personnel. Moving vans/vehicles must not arrive before 7:30 a.m. and must be loaded/unloaded and off the grounds by 6:00 p.m.. No moving vans/vehicles are permitted on Sundays or Holidays.
- 1.8. Service And Delivery Vehicles: Residents must be notified before service/delivery vehicles are permitted entrance to the property. Deliveries and service vehicles are permitted on Monday through Saturday between the hours of 7:30 a.m. and 6:00 p.m. Those vehicles/services creating a noise or a general disturbance may not enter until 8:30 a. m. Emergency vehicles, medical , plumbers, locksmiths, electrical and air conditioning repair personnel will be allowed entry at any time for emergency repairs and/or service.
- 1.9. Motorcycles: Motorcycles must be operated in a manner so as not to be a nuisance. No motorcycle shall be operated on surfaces other, than the roadways.
- 1.10. Emergency Repairs: No repairs may be made to any vehicle, boat or other equipment or appliances on or visible from limited common property or common property. Only emergency tire repair or jump starts are allowed.
- 1.11. Packages: The Main Entrance Personnel cannot accept or distribute messages, notes, packages, checks or goods of any description.

REF: 1775513978

8

1.12. **Car Covers:** Car covers are allowed if they are in good condition and bear a car cover decal issued by Costa del Sol Association, Inc. There is a one time fee for this decal. Car covers must be solid subdued shades of gray, blue, shades of brown, black and green and have no writing except for auto logo. Vehicles with a car cover without the proper bar code sticker or temporary pass are subject to rules violation notice and fine.

2. LIMITED COMMON AREA RULES AND REGULATIONS

LIMITED COMMON AREAS: Areas such as garages, carports, driveways, patios, lanais and courtyards are limited common areas owned in common by the owners in the condominium, but for the exclusive use of the unit resident(s). These areas are subject to condominium standards and inspections. No alterations or additions may be made to limited common areas without the prior approval of the Architectural Committee.

2.1. General Maintenance:

2.1.1. No structure, ramp, etc. of any nature may be erected on common areas, including roadways, at any time.

2.1.2. No outside storage of personal property is permitted except for aesthetically acceptable patio furniture and barbecue equipment which is not visible from the front of the unit.

2.1.3. Lounges, chairs, barbecues, children's toys, portable basketball hoops or furniture shall not remain on the common areas or limited common areas overnight.

2.1.4. Structures for recreational activities or storage, including temporary tents or sheds, are not permitted.

2.1.5. No outside clotheslines or clothes poles shall be erected. Outside drying of clothes, bedding or rags is not permitted.

2.1.6. No outside antennas, satellite dishes or air conditioners are permitted to be installed upon any unit without the prior approval of the Association.

2.1.7. No trees, shrubs or plants shall be planted or removed from the common areas without the prior written approval of the Association.

2.1.8. All activities, barbecues, etc., on the common areas shall be conducted with consideration for neighbors.

2.1.9 Nothing may be stored on the property which will increase insurance rates or obstruct or interfere with the rights of other residents.

REF: 1775513979

9

2.2. Garage/Carports: Open garage and carports are limited common property and are within the individual residents jurisdiction subject to the following conditions:

2.2.1. Bedding, clothes or laundry of any type is not permitted to be dried in an open garage/carport area or any public area.

2.2.2. Use of the open garage/carport areas for storage is prohibited.

2.2.3. Exposed work benches are not permitted.

2.2.4. Toys, motorcycles, bicycles, furniture, equipment or any other items that interfere with the parking of a vehicle within the open garage/carport area is prohibited.

2.3. Garbage: Collection is scheduled for (2) two days each week, currently Wednesdays and Saturdays.

2.3.1. Recyclable items are collected once a week, currently Wednesdays. Recyclable items shall be placed in approved bins prior to collection.

2.3.2. All refuse intended for collection must be placed in a plastic garbage can with a closeable lid and a plastic garbage bag inside.

2.3.3. Placing refuse in paper, corrugated board or cardboard containers is strictly prohibited.



2.3.4. Garbage cans and recycling bins may be placed out for collection after 8:00 p.m. on the night prior to the regular collection day(s). Empty containers must be brought in by 10:00 p.m. on collection day(s).

2.3.5. The large dumpster located in the Clubhouse area is for residents use when they are going to be out of town and must leave prior to collection day.

2.4. Pets: Your pet must not cause a disturbance or create a nuisance.

2.4.1. Barking dogs are considered a nuisance.

2.4.2. Dogs must be kept leashed at all times when on common areas.

REC: 1775573980



2.4.3. Cats are not permitted to roam loose on the property.

2.4.4. Dogs cannot be kenneled in patio or garage/carport areas and cannot be left tied outside a unit to trees, posts, etc..

2.4.5. Pet owners are responsible for pick-up and disposal of fecal matter caused by their pets.

2.4.6. The Association may require a pet to be immediately and permanently removed from the community as a result of repeated violation of these rules and regulations.

2.4.7. Pit Bulls: The keeping of pit bull dogs on Costa del Sol property is restricted and is covered in Addendum A of this document.

2.5. Nuisances And Safety Hazards: Residents have a right to the quiet enjoyment of their community. Any disruptive noise or disturbance is a nuisance and is therefore prohibited.

2.5.1. Loud music, boisterous partying and shouting is not permitted.

2.5.2. Any sound or noise audible beyond the boundaries of any individual's private dwelling unit is considered a nuisance. This includes any vibrations or reverberations caused by stereos, televisions, musical instruments or any other device.



2.6. Soliciting and Posting of Notices:

2.6.1. No soliciting is allowed within Costa del Sol at any time. Violations of this rule should be reported to the Management Office.

2.6.2. No Posting of notices is allowed unless cleared through the Management Office.

2.7. Lakes:

2.7.1 The lakes are private property and belong to the golf course.

2.7.2. Absolutely no swimming, boating or fishing is allowed in the lakes.

OFF. REC: 1775513981

11

2.8. Ducks:**2.8.1. There is to be absolutely no feeding of the ducks.****2.8.2. If it is determined that ducks are a problem, they will be humanely removed with prior approval of the Board of Directors.****8. RECREATIONAL FACILITIES RULES AND REGULATIONS**

RECREATIONAL FACILITIES: The recreation areas are solely for the use of the condominium residents and their invited guests. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Association property and including full compliance by them of all the rules and regulations of the Association. All children under fourteen (14) years of age must be accompanied by a responsible adult while entering and/or utilizing the recreation areas or other commonly used facilities.

3.1 General Rules For Recreational Facilities:

3.1.1. Those who utilize the pool area, tennis courts, hockey rink and basketball facilities, and playground shall do so at their own risk. No Lifeguard is Provided. The Association shall not be liable for any personal injury loss of life or property damage in any way caused or arising from the use of the recreational facilities.

3.1.2. The use of the swimming pool, pool area, tennis courts and other recreational facilities, during permitted hours, shall be in accordance with regulations adopted from time to time by the Board of Directors and posted in the swimming pool area.

3.2. Swimming Pool:

3.2.1 The pool is for the use of Costa del Sol residents. All guests must be accompanied by a unit resident. A maximum of four (4) guests is permitted per unit at any one time.

3.2.2 The pool is open for general use from 8:00 a.m. to 9:00 p.m. during Eastern Standard time and from 8:00 a.m. to 10:00 p.m. during Daylight Savings time.

3.2.3 Children under the age of 12 may use the pool only if accompanied by a responsible adult, over the age of 18, who is also a resident of Costa del Sol.

3.2.4 Suitable swimming attire should be worn and showers taken before entering the pool.

OFF: 1775513982
REC:

12

3.2.5. Food and beverages are only permitted on the pool deck in non-breakable containers. All trash is to be disposed of properly in the trash cans supplied.

3.2.6 Tossing games (ball, Frisbee, etc.), running, roller skating, roller blading, skate boarding or bicycle riding are strictly prohibited on the pool deck.



3.2.7 The use of radios, tape recorders and musical instruments is only permitted at low to moderate levels, not disturbing to other residents using the pool.

3.2.8 No animals are permitted in the pool or pool area.

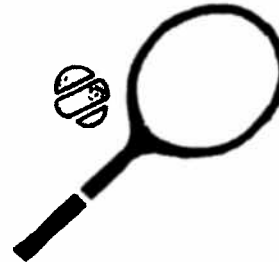
3.2.9 Rafts or any other inflatables are prohibited in the pool. This does not include water wings.

3.2.10 Swimming is at your own risk. No lifeguard is on duty.

3.2.11 Children in diapers or nude are not allowed in the pool. All children must wear proper swimming attire

3.3. Tennis Courts:

3.3.1. The Board of Directors does not endorse any individual as an official Instructor / Professional of Costa del Sol. Any instructor at Costa del Sol must be U.S.P.T.A. certified and adequately insured.



3.3.2. Play is restricted to Costa del Sol residents and their guests.

3.3.3. Courts cannot be booked or reserved in advance, but waiting players must record their time of arrival in order to secure the next available court. Players must also remain present to maintain their place in the waiting list.

3.3.4. If there are waiting players, single play will be limited to one (1) hour and doubles play will be limited to one and a half (1 1/2) hours.

3.3.5. It is the responsibility of those waiting players to notify those players on the court of the expiration of their time.

3.3.6. Courts should be surrendered immediately at the expiration of time, so as not to infringe on the time of other players waiting.

3.3.7. One person will not be permitted to hold a court beyond his/her start time, if his/her opponent has not arrived. The court will be surrendered to the next waiting players. The tardy players may take the position of the advancing players.

REF: 1775513983

18

3.3.8. Two (2) or more players of scheduled doubles may not receive a time extension due to the late arrival of the balance of a foursome. If the foursome is not completed within one and a half (1 1/2) hours, the court must be surrendered at that time.

3.3.9. No persons shall be inside the court area unless playing tennis or acting as a referee.

3.3.10. In order to preserve the surface of the courts, players must wear appropriate tennis shoes.

3.3.11. For special events, i.e., tournaments and ladder play, the regular time of play shall be extended to allow players to complete their match.

3.3.12. Tennis courts are to be used only for tennis. No bicycles, skates, skateboards, or other wheeled items are allowed on the court.

3.3.13. Please observe proper tennis etiquette and be courteous and flexible in observance of the above rules.

3.3.14. No food or beverages are ever allowed in the tennis court areas.

3.3.15. Proper tennis attire is required at all times.

3.4. Hockey Rink and Basketball Court:

3.4.1. Play is restricted to Costa del Sol residents and their guests.

3.4.2. The Association assumes no liability for injury, damage or loss of equipment.

3.4.3. Full pads and a helmet are required when utilizing the hockey rink.

3.4.4. There are absolutely no skate boards or skates with metal wheels allowed on the hockey rink.

3.4.5. No pets are allowed on the courts at any time.

4 CONTRACTOR RULES AND REGULATIONS

CONTRACTOR RULES AND REGULATIONS: Contractors must abide by the rules and regulations of the Association.

OFF: 1775513984
REC:

14

4.1. General Rules and Regulations for the hiring and use of Contractors:

4.1.1. The hours that a contractor may be on the Association grounds are 7:30 a. m. to 6:00 p.m., Monday through Saturday, except in an emergency. Emergencies must be cleared by the Office Monday through Friday or the Front Gate on weekends. NO contractors are allowed on the property on Sunday, except in an emergency.

4.1.2. All debris must be hauled away and disposed of off the Association grounds.

4.1.3. All Contractors must be licensed and insured.

5. SALES/RENTAL RULES AND REGULATIONS

SALES / RENTALS RULES AND REGULATIONS: No sale or lease is permitted without prior written approval of the Association Board of Directors. This approval is obtained by appearing before the Welcoming Committee.

5.1. Welcoming / Screening: Potential lessees and/or purchasers are required to fill out an application for rental or sale and submit that application to the Association Management Office, together with the lease or sale contract and a \$100.00 fee, by at least the Friday prior to the Wednesday scheduled meeting of the Welcoming Committee. The Welcoming Committee meets weekly. However, thirty (30) days notice is required for approval of sales and 10 days notice for approval of leases.

5.1.1 The Association Rules & Regulations do not permit the sale or rental of a unit when there are any outstanding fees or violations against that unit.

5.1.2. Management will advise each condominium representative when a new resident is moving into their cluster. Welcoming Committee meeting notices will be sent to the representatives of the condominiums so that they have an opportunity to attend.

5.1.3. A copy of the current Costa del Sol Rules and Regulations will be provided to prospective residents by Management prior to their scheduled Welcoming Meeting .

5.1.4. No interview will occur unless all the appropriate paper work is submitted by the owner or his/her representative and Management has had the time to make a physical inspection of the unit and also research any violations that may be outstanding.

5.1.5. Renters and new owners must be registered with the Association Management Office in order to be provided free and easy access to the property at the main gate.

OFF. REC. 17755763985

15

5.1.6. New purchasers are required to submit a copy of the warranty deed to the Association office within forty-eight (48) hours of the closing of the sale.

5.2. Use And Occupancy: The Association Management Office must be advised in writing in advance of a proposed loan of a unit. The loan of a unit shall be deemed to be the granting of permission to occupy a unit without payment or consideration, in the absence of the owner of a unit. This section shall not apply to the proposed loan of a unit to a member of the unit owners immediate family (i.e. parents, children, brothers, sisters, grandparents, or grandchildren).

5.2.1. Tenants may not add anyone to the residence list or change occupants of the unit without the prior written consent of the unit owner and the Association. Unilateral changes in the names and/or number of tenants residing in a unit, by tenants or unit owners, is a violation of the lease agreement and will subject the unit owner to fines and/or eviction of all tenants of that unit.

5.2.2. No unit may be leased or loaned more frequently than once in a twelve (12) month period.

5.2.3. All rentals require a minimum of a one (1) year lease.

5.2.4 Use of the homes in Costa del Sol for any purpose other than as a single family residence, by owner, family member, social guest or lessee is not permitted. Units are limited in occupancy by Metropolitan Dade County ordinance and the Association documents. The restrictions are as follows:

Unit size	Maximum occupancy
Two (2) bedroom	Four (4)
Three (3) bedroom	Six (6)



OFF. REC. 1775573986

16

ADDENDUM A: PIT BULLS

A. Pit Bulls: The keeping of pit bull dogs on Costa del Sol property is restricted as follows:

A.1. **Confinement:** Because of the pit bull dog's inbred propensity to attack other animals, and because of the danger posed to humans and animals alike by a pit bull dog when running loose or while running together in a pack, pit bull dogs must at all times be securely confined indoors, or confined in a securely and totally enclosed and locked pen, with either a top or with all four sides at least six (6) feet high, and with a conspicuous sign displaying the words "dangerous dog".

A.1.1. At any time that a pit bull dog is not confined as outlined above, the dog shall be muzzled in such a manner as to prevent it from biting or injuring any person or animal, and kept on a leash with the owner or custodian in attendance. No pit bull may be walked within fifty (50) feet of any public school ground nor enter onto such school ground.

A.1.2. An exception to these confinement requirements is hereby provided for any pit bull dog in attendance at, and participating in any lawful dog show, contest or exhibition sponsored by a dog club, association, society or similar organization.

A.2. **Insurance for Pit Bull Owners:** In order to protect the public and to afford relief from the severe harm and injury which is likely to result from a pit bull attack, every owner of a pit bull dog shall maintain and be able to provide proof of the owner's financial ability to respond in damages up to and including the amount of three hundred thousand dollars (\$300,000.00) for bodily injury to or death of any person or damage to property which may result from the ownership, keeping or maintenance of such dog. Proof of ability to respond in damages shall be given by filing with the animal control office a certificate of insurance from an insurance company authorized to do business in the state, stating that the owner is and will be insured against liability for such damages; or by posting with the animal control office a surety bond conditioned upon the payment of such damage during the period of such registration; or by posting a personal bond secured by a mortgage in real property or security interest in personal property; or a sworn statement of the owner of his/her financial ability to respond in damages up to and including the amount of three hundred thousand dollars (\$ 300,000.00).

1775513987

17

A.3. Registration of Pit Bulls: Every owner of a pit bull dog in metropolitan Dade County shall register the dog with the Animal Services division of the Public Works department of the county. The registration shall include the following: name, address and telephone of the dog's owner, the address where the dog is harbored, if different from the owner's address; a complete identification of the dog including the dog's sex, color and any other distinguishing characteristics; a color photograph of the dog; a description of the method of compliance with the confinement requirements; proof of liability insurance or the evidence of financial responsibility required pursuant to this article; and a registration fee.

A.4. Proof of Compliance: The aforementioned requirements must also be submitted to the Costa del Sol Management Office and approved in writing by the Association prior to bringing any pit bull dog on to the Costa del Sol property.

RECORDED & INDEXED RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORDED & INDEXED
HARVEY RUVIN
CLERK CIRCUIT COURT

REVISED 04/22/97