ESTEPONA 1

1988 MAY 19 PM 12:37 88R175474

OFF REC 13684 PG 2733

CERTIFICATE OF AMENDMENT TO DECLARATIONS OF CONDOMINIUM OF

COSTA DEL SOL CONDOMINUM 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

AND TO

DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS FOR COSTA DEL SOL

WHEREAS, the Declaration 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	-	O.R.	8716	Pg. 400
Costa Del Sol Condominium No. 2	-	O.R.	8716	Pg. 528
Costa Del Sol Condominium No. 3	-	O.R.	8716	Pg. 607
Costa Del Sol Condominium No. 4	-	O.R.	8716	Pg. 684
Costa Del Sol Cluster "A" Condominium	-	O.R.	11693	Pg. 323

WHEREAS, the Declaration of Restrictions and Maintenance Covenants for Costa Del Sol as originally recorded in Official Records Book 8716 at Pg. 478, in the Public Records of Dade County, Florida was attached to the above-referenced Declarations of Condominium as an exhibit thereto and is also attached as an exhibit to the Declarations of Condominium for all other Costa Del Sol Condominiums, and further governs, to some degree, all property within the Costa Del Sol community; and

WHEREAS, the Costa Del Sol Association, Inc., (the "Association") is the entity responsible for the operation of the above-referenced condominiums and the Common Areas of Costa Del Sol, as well as, to some degree, exercising control over all other developments within the Costa Del Sol community; 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 of same to those individuals who acquire units in the Costa del Sol community; and

WHEREAS, at duly called and convened meetings of the Board of Directors held on April 18 and April 25, 1988, 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 the aforementioned Declaration of Restrictions and Maintenance Covenants for Costa Del Sol; 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.

ANTHONY A. KALLICHE, ESQUIRE
BECKER, POLIAKOFF & STREITFELD, P.A.
BLUE LAGOON CORPORATE CENTER
8101 BLUE LAGOON DRIVE, SUITE 250
MIAMI, FLORIDA 33126

46 50

OFF REC 13684 PG 2734

WITNESS our signatures hereto this 10 day of May, 1988.

COSTA DEL SOL ASSOCIATION, INC.

Attest: Secretary

By: President

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 and 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 10 day of May, 1988.

NOTARY PUBLIC, STATE OF FLORIDA (Seal)

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 14,1990
BONDED THRU GENERAL INS. UND.

OFF REC 13684 PG 2735

EXHIBIT "A" - Page 1

(The rules are herein re-printed in their entirety with additions to the previous rules and regulations shown by underlining and deletions by "---")

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, barbecues, 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.
6. Garage areas are not to be used as kennels. Animals are not to be penned in garage areas, left to bark, howl or deficate 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 invitee of a unit owner or a unit owner's lessee or sub-lessee is permitted to bring 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.

OFF REC 13684 PG 2737

RESIDENT ADMITTANCE

All resident automobiles must have a Costa decal to gain entrance to the grounds. Contact Association Office (phone 592-2 292) to acquire your decal. Residents who fail to exhibit th e proper Costa resident decal will be stopped at the gate and subjected to standard recording procedures each time they enter.

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 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 am. 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.

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 personnel 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 items 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 automotibles 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. No vehicle are permitted to park across the front of a unit by request of the fire department.

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

OFF REC 13684 PG 2739

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.

Abide by the maximum speed limit of 23 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 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 10th 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.

OFF REC 13684 PG 2740

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.

New residents are required to obtain a copy of the Rules and Regulations and Costa decal for each of their automotibles, 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 services 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.

OFF REC 13684 PG 2741

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, 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.

MISCELLANEOUS

1. All leases of units must be for a minimum term of six months and units may not be leased more frequently than twice in any twelve-month period.

2. No transient use of a unit shall be permitted. If a unit is owned by a corporation, partnership, or other non-personal entity or by more than two persons, the owner or owners of that unit shall designate a "primary occupant" of the unit, which designation may be changed not more frequently than once in any twelve-month period. Such designations shall be made in writing to the Board of Directors.

3. The loan of a unit shall be deemed to be the granting of permission to occupy a unit, without payment of consideration, in the absence of residents by an owner of the unit. No unit may be leased or loaned more frequently than twice in a twelve-month period. The Board of Directors shall be notified in writing in advance of the proposed loan of a unit. This section shall not apply to the loan of a unit to a member of the unit owner's immediate family (i.e., parents,

children, brothers, sisters, grandparents or grandchildren), provided that no such family members who are under the age of nineteen years shall reside in a unit in the absence of a family member over the age of nineteen years. No lessee may loan a unit and residence of a leased unit shall be only by those persons indicated on the application to the Association to lease the unit.

4. The following occupancy limitations shall apply:

two-bedroom units -- 4 occupants
three-bedroom units -- 6 occupants
Temporary residency and occupancy over and above the above-noted limitations shall be allowed for periods not to exceed fourteen days in total in any twelve-month period.

5. All personal property, i.e., lawn chairs, kiddie pools, barbecues, etc., must be used at the rear of the house and must be taken indoors after use each day.

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.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. [illegible]

1986 AUG 27 PM 12:18 86R291800

[illegible]000[illegible]2020

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

and;

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.

COSTA DEL SOL ASSOCIATION, INC.

Attest: [signature]
Secretary

By: [signature]
President

(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 Sid Tweedy 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 11 day of August, 1986.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 1, 1990
BONDED THRU GENERAL INS. UND.

[signature]
NOTARY PUBLIC STATE OF FLORIDA
(Seal)

My Commission Expires:

This instrument Prepared by:
ANTHONY A. KALLICHE
BECKER, POLIAKOFF & STREITFELD, P.A.
DADELAND TOWERS
9360 S. DADELAND BLVD, SUITE 408

YOLANDA DIAZ NOTARY PUBLIC STATE OF FLORIDA

33—

EXHIBIT "A" - Page 1

OFF. REC. 13000 PG 2021

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, barbeques, 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.

OFF. REC. 13000N2022

6. Garage areas are not to be used as kennels. Animals are not to be penned in garage areas, left to bark, howl or deficate 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 animlas well away from buildings. Pet owners are responsbile 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 lessess, nor sub-lessees, of unit owners are permitted to have four-legged pets. Additionally, no guests or invitee 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.

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 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.

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 behicles 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.

Abide by the manimum 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.

New residents are required to obtain a copy of the Rules and Regulations and Costa decal for each of their automotibles, 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 n 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 residlent 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 entlry attempts or suspected burglary in process. Do Not Attempt to intervene, but telephone Security or Metro Police.
7. Unusual events, dead animals in roadways,

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.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
FILED AND RECORDED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

OFF REC 10342 PG 887

1979 MAR 27 AM 10 00

79R 88972

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

WHEREAS, a Declaration of Condominium for COSTA DEL SOL CONDOMINIUM NO. 1 was filed on the 28th day of June, 1974, in Official Records Book 8716, at Page 450, of the Public Records of Dade County, Florida; which said Declaration of Condominium was amended by Amendment to Declaration of Condominium filed September 17, 1975, in Official Records Book 9109, at Page 1134, and as further amended by Amendment to Declaration of Condominium filed October 14, 1975, in Official Records Book 9124, at Page 543, and Amendment to Declaration of Condominium filed November 2, 1976, in Official Records Book 9487, at Page 517, all of the Public Records of Dade County, Florida; and,

WHEREAS, pursuant to the By-Laws, Declaration of Condominium, and the Florida Condominium Act, a special meeting of the Board of Administration was duly noticed and properly called and held at the offices of the condominium on the 22nd day of March, 1979, at which time, by unanimous vote, the Board of Administration, approved the Amendment of the Declaration of Condominium as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the Declaration of Condominium of COSTA DEL SOL CONDOMINIUM NO. 1, as described above, be and the same is hereby amended as follows:

1. Article IV, Sub-Paragraph C., of the By-Laws of the Condominium is deleted in its entirety and the new substituted Article IV, Sub-Paragraph C. of the By-Laws of the Condominium is set forth in Exhibit "A" attached hereto.

2. Article IV, Sub-Paragraph C., of the Certificate of Incorporation of COSTA DEL SOL ASSOCIATION, INC., is deleted in its entirety and the substituted Article IV, Sub-Paragraph C. of the Certificate of Incorporation of COSTA DEL SOL ASSOCIATION, INC., is set forth in Exhibit "B" attached hereto.

3. Except as modified herein, the Declaration of Condominium and the Amendments thereto, remain in full force and effect according to their terms.

DATED this 22nd day of March, 1979.

Witnesses:

COSTA DEL SOL ASSOCIATION, INC.

By: Peter Greybala, President

Attest: Mark Fuster, Secretary

This Instrument Was Prepared By:
WILLIAM E. SHOCKETT
MEYER, WEISS, ROSE, ARKIN, SHEPPARD & SHOCKETT, P.A.
407 Lincoln Rd., Miami Beach, Fla. 33139

LAW OFFICES, MEYER, WEISS, ROSE, ARKIN, SHEPPARD & SHOCKETT, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139

22.00

CONSENT BY DEVELOPER

The Developer, ERO PROPERTIES, INC., in COSTA DEL SOL CONDOMINIUM NO. 1, hereby join in the execution of this Certificate to evidence their consent thereto.

Witnesses: ERO PROPERTIES, INC.

By: Mark Fuster
Mark Fuster, President

Attest: Laurence W. Peters
Laurence W. Peters, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 22nd day of March, 1979, by PETER GRZYBALA and MARK FUSTER, as President and Secretary, respectively, of COSTA DEL SOL ASSOCIATION, INC., on behalf of the corporation.

Maya A. [illegible]
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 26 1981
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 22nd day of March, 1979, by Mark Fuster and Laurence W. Peters as President and Secretary of ERO PROPERTIES, INC., on behalf of the Developer and all the Unit owners.

Maya A. [illegible]
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 26 1981
BONDED THRU GENERAL INS. UNDERWRITERS

OR REC 10342 PG 889

AMENDMENT TO BY-LAWS OF
COSTA DEL SOL ASSOCIATION, INC.,
A Florida Corporation Not For Profit

At a special meeting of the Board of Administration of COSTA DEL SOL ASSOCIATION, INC., held at the offices of the Condominium on the 22nd day of March, 1979, which meeting was duly noticed and properly called pursuant to Florida Statute 718 and pursuant to the By-Laws and upon unanimous vote, the By-Laws of COSTA DEL SOL ASSOCIATION, INC., were amended as follows:

1. Article IV, Sub-Paragraph C., was eliminated in its entirety and substituted in its place and stead is the following new Article IV, Sub-Paragraph C. This Amendment contains SUBSTANTIAL RE-WORDING OF BY-LAWS, SEE BY-LAWS, ARTICLE IV, SUB-PARAGRAPH C., FOR PRESENT TEXT:

"C. The membership shall be entitled to vote on all matters as provided for in the By-Laws of this Corporation, except as follows:

At such time as unit owners other than the Developer own fifteen (15%) percent or more of the condominium units that will be operated by the Condominium Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration upon the earliest occurrence of any of the following:

a. Three (3) years after sales by the Developer have been closed on fifty (50%) percent of the condominium units that will be operated by the Association; or,

b. Three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will be operated by the Association; or,

c. When all of the units that will be operated by the Association have been completed and some of them have been sold and some of the others are being offered for sale by the Developer in the ordinary course of business.

EXHIBIT "A"

d. "The Developer shall be entitled to elect not less than one member of the Board of Administration as long as it holds for sale, in the ordinary course of business, any unit in a condominium operated by the Association."

DATED this 22nd day of March, 1979.

Secretary

Attest: President

OFF REC 10342 PG 891

AMENDMENT TO CERTIFICATE OF INCORPORATION OF
COSTA DEL SOL ASSOCIATION, INC.,
A Florida Corporation Not For Profit

At a special meeting of the Board of Administration of COSTA DEL SOL ASSOCIATION, INC., held at the offices of the Condominium on the 22nd day of March, 1979, which meeting was duly noticed and properly called pursuant to Florida Statute 718 and pursuant to the By-Laws and upon unanimous vote, the Articles of Incorporation of COSTA DEL SOL CONDOMINIUM, INC., which Articles were filed on the 3rd day of April, 1974, in the Office of State of Florida Department of State, were amended as follows:

1. Article IV, Sub-Paragraph C., was eliminated in its entirety and substituted in its place and stead is the following new Article IV, Sub-Paragraph C. This Amendment contains SUBSTANTIAL RE-WORDING OF ARTICLES OF INCORPORATION, SEE ARTICLES OF INCORPORATION, ARTICLE IV, SUB-PARAGRAPH C., FOR PRESENT TEXT:

"C. The membership shall be entitled to vote on all matters as provided for in the By-Laws of this corporation, except as follows:

At such time as unit owners other than the Developer own fifteen (15%) percent or more of the condominium units that will be operated by the Condominium Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration upon the earliest occurrence of any of the following:

a. Three (3) years after sales by the Developer have been closed on fifty (50%) percent of the condominium units that will be operated by the Association; or,

b. Three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will be operated by the Association; or,

c. When all of the units that will be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.

EXHIBIT "B"

OFF REC 10342 PG 892

d. The Developer shall be entitled to elect not less than one member of the Board of Administration as long as it holds for sale, in the ordinary course of business, any unit in a condominium operated by the Association."

DATED this 22nd day of March, 1979.

Mark Lister
Secretary

Attest: Peter C. Szyfeh
President

LAW OFFICES, MEYER, WEISS, ROSE, ARICH, SHEPPARD & SHOCKETT, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139

OFF REC 10342 PG 893

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that foregoing Amendment to Certificate of Incorporation of COSTA DEL SOL ASSOCIATION, INC., a Florida Corporation Not For Profit, was executed by PETER C. GRZYBALA and MARK FUSTER, as President and Secretary, respectively, of COSTA DEL SOL ASSOCIATION, INC., a Florida corporation not for profit, this 22nd day of March, 1979.

Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 26 1981
BONDED THRU GENERAL INS. UNDERWRITERS

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

'76 NOV 2 AM 8:39 REC. 9487 PG 517

76R242478

This Instrument Was Prepared By:
SANFORD REINHARD
REINHARD, P.A.
5050 Biscayne Blvd.
Miami, Florida 33137

AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, the undersigned, Costa del Sol Golf & Racquet Club, Inc., as Declaror, and Costa del Sol Association, Inc. caused to be filed among the Public Records of Dade County, Florida, a Declaration of Condominium, recorded in O.R. Book 8716, Page 450, which said Declaration of Condominium submitted to condominium ownership the property more particularly described therein; and,

WHEREAS, at a meeting of the members of the Condominium Association held in accordance with the applicable provisions of said Declaration of Condominium including but not limited to Article 30 thereof, the within Amendment was approved by the membership of the Condominium Association; and

WHEREAS, the within document is being filed and placed among the Public Records of Dade County, Florida in accordance with the provisions of said Declaration of Condominium.

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

1. The above recitals are true and correct.

2. The survey appended to the aforesaid Declaration of Condominium is hereby amended in the form attached hereto. The purpose of the within amendment and the revision of the survey is to show modifications to units 1-E-1 4-E-1 and 7-B-2 of the aforesaid Declaration of Condominium as are particularly shown on the sheets attached hereto and made a part hereof. The attached sheets are not substitutes for the original survey sheets of the Declaration of Condominium as filed, but are additional sheets solely for the purpose of showing the modification in the size of units 1-E-1/& 4-E-1 7-B-2.

IN WITNESS WHEREOF, the undersigned have executed the foregoing this 21 day of Sept, 1976.

COSTA DEL SOL ASSOCIATION, INC.

By _____ (SEAL)
President

Attest: _____ (SEAL)
Secretary

Witnesses:

DECLAROR:

COSTA DEL SOL GOLF & RACQUET CLUB, INC.

By _____ (SEAL)
President

Attest: _____ (SEAL)
Secretary

Witnesses:

OFF. REC. 9487 K 518

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME, personally appeared [illegible] and [illegible] respectively the President and Secretary of both Costa del Sol Golf & Racquet Club, Inc., and Costa del Sol Association, Inc. both Florida corporations, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to and before me that they executed the same as such officers and affixed the corporate seal thereto and the same is the free act and deed of said corporations.

WITNESS my hand and official seal this 21 day of [illegible], 1976.

NOTARY PUBLIC
State of Florida at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES OCT. 24, 1978 BONDED THRU GENERAL INSURANCE UNDERWRITERS

CONSENT OF MORTGAGEE

Biscayne Federal Savings & Loan Association of Miami the Mortgagee of units 1-E-1 and 7-B-2 which are the subject matter of the within Amendment to the Declaration of Condominium of Costa del Sol Condominium No. 1, do hereby consent and agree to the filing of the Amendment to said Declaration of Condominium.

IN WITNESS WHEREOF, Biscayne Federal Savings & Loan Association of Miami has caused to be executed in its name and its seal the foregoing this 22 day of OCT, 1976.

BISCAYNE FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI

By [illegible] V.P.

Witnesses:

[illegible]

[illegible]

9800 BISCAYNE BOULEVARD, MIAMI, FLORIDA

OR 9487 PG 519

STATE OF FLORIDA)
)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Clayton R. Jack the Vice President of Biscayne Federal Savings & Loan and acknowledge before me that he executed the same in his capacity as such officer and that it was executed by said association as a free and voluntary act for the purposes expressed therein.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
CONDOMINIUM PLAT BK. 53, PAGE 1
RICHARD P. BRINKER
CLERK CIRCUIT COURT
BY _____ D.C.

RICHARD P. BRINKER
CLERK CIRCUIT COURT

BISCAYNE BOULEVARD, MIAMI, FLORIDA

'76 AUG 23 AM 10 12

REC 9421 PG 793

AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, the undersigned, Costa Del Sol Golf & Racquet Club, Inc., as Declaror, and, Costa Del Sol Association, Inc. caused to be filed . ng the Public Records of Dade County, Florida, a Declaration of Co..dominium, recorded in O.R. Book 8716, Page 528, which said Declaration of Condominium submitted to condominium ownership the property more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Costa Del Sol Golf & Racquet Club, Inc. caused to be filed a certain document entitled "Declaration of Restrictions and Maintenance Covenants for Costa Del Sol", recorded in O.R. Book 8718, Page 847, and which was recorded as Exhibit "B" to the Declaration of Condominium recorded in O.R. Book 8716, Page 528, Public Records of Dade County, Florida, which said Declaration of Restrictions and Maintenance Covenants included the aforesaid property (Exhibit "A") submitted to condominium ownership and other property; and

WHEREAS, there have been no conveyances of record of any private dwelling units within said condominium; and

WHEREAS, the undersigned are desirous of amending said Declaration of Condominium and said Declaration of Restrictions and Maintenance Covenants for Costa Del Sol as more perticularly stated herein; and

WHEREAS, this Amendment has been approved by the Condominium Association in accordance with the applicable provisions of said Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants for Costa Del Sol and applicable law;

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

(1) The above recitals are true and correct.

(2) Section III of said Declaration of Condominium recorded

Prepared by:
SANFORD REINHARD
[illegible] BOULEVARD, MIAMI, FLORIDA

in O.R. Book 8716, Page 528, Public Records of Dade County, Florida, is hereby amended by the addition of the following paragraph:

> "PRIVATE DWELLINGS as the term is used herein shall also mean and include, where there is attached to or abutting the building a patio, garage, carport and/or sun deck serving only the apartment abutting such patio, garage, carport and/or sun deck. Furthermore, the boundary of the PRIVATE DWELLING shall be extended so as to include within it that portion of such patio, garage, carport and/or sun deck lying within the extension of the vertical and horizontal boundaries of the said PRIVATE DWELLING, as above expressed."

(3) Section XX of said Declaration of Condominium is hereby amended in the following respect:

> The sentence in said Section XX which reads as follows: "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 Private Dwelling." be and the same is hereby deleted.
>
> In place and in lieu of said sentence there is hereby substituted in said Section XX of said Declaration of Condominium the following language: "Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces which are a part of his Private Dwelling as the same is more particularly defined herein, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his Private Dwelling. It is the intent of this document (notwithstanding anything herein or in any of the exhibits hereto to the contrary) that the Association will be responsible and provide for exterior maintenance and each unit owner shall be responsible for maintenance on his "Private Dwelling", as the term is defined herein. Assessments by the Association shall be a common expense of the Association and not charged against one specific owner, except if such expense is solely and exclusively for the benefit of such unit owner to the exclusion of all of the other members of Association."

(4) Section XXIV of said Declaration of Condominium is hereby amended by the addition of the following paragraph thereto:

> "Notwithstanding anything herein to the contrary, the institutional mortgagee which holds the highest dollar volume of mortgages on units within

this Condominium shall have the right to approve the insurance company, the insurance agent, the form of the insurance policies and the insurance trustee contemplated and specified by this section. The insurance company must be one authorized to do business in the State of Florida and the insurance agent must be located in either Broward, Palm Beach or Dade County, Florida. The insurance trustee must be a bank with trust powers located in either Broward, Palm Beach or Dade County, Florida.

All of the foregoing covenants and provisions of this section are covenants for the benefit of the lender and/or institutional mortgagees and may be enforced by them and cannot be amended without their prior written consent."

(5) The paragraph in Section XXVI which begins with the phrase "The foregoing provisions of said Section shall not apply to a transfer to or a purchase by a bank" . . . and which ends with the language, "in the manner and to the same extent as any other Private Dwelling owner" . . . is deleted and in lieu and in substitution thereof the following language is inserted in said Section XXVI of the Declaration of Condominium:

"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 apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor in lieu of foreclosure, or through foreclosure proceedings. In addition, the foregoing provisions of this Section shall not apply to any subsequent sale of the unit so acquired by any such institution as they refer and relate to the right of the Association to first refusal to lease or purchase such dwelling. Notwithstanding any provision herein to the contrary, any purchaser from such institution, upon acquiring title to the Private Dwelling, 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 Private Dwelling owner."

(6) The word "of" in the first line of ARTICLE XXVIII(H) which appears on page 16 of said Declaration of Condominium be and is hereby changed to "or"

(7) Section XXVIII of said Declaration of Condominium is hereby amended in the following respect:

The paragraph in said section which is located at the top of page 18 of the Declaration of Condominium referred to in this Amendment and which reads as follows:

"In the event that a Private Dwelling is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said Private Dwelling and such Private Dwelling due to Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessments or installments thereof due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to assessments."

Be and the same is hereby deleted and in lieu and in substitution thereof, the following paragraph is substituted:

"In the event that a Private Dwelling is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said Private Dwelling and such Private Dwelling to Association shall be in default (provided that a claim of lien has been recorded by the Association among the Public Records of Dade County), then the rent proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to assessment."

(8) Article XXXIII of said Declaration of Condominium, entitled "Rights of Developer" is hereby amended so that sub-paragraph (a) of said Section is hereby deleted and in lieu of said sub-paragraph (a) there is hereby substituted the following language:

> "As to all of the unsold apartment units, the Developer shall have the absolute and continuing right to lease, sub-lease and/or sell or cause to be leased and/or sold any of such units to any persons, firms or corporation upon any terms and conditions that it may desire; and as to the lease, sub-lease or sale of any such apartments, the right to approve or disapprove of any prospective buyer or lessee, or the right of first refusal; and any right of redemption which the Association may have by virtue of the provisions of the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, or of the within Declaration of Condominium, shall not be operative in any manner."

(9) The LENDER who provided construction funds for the erection of the CONDOMINIUM and who is referred to in the Declaration of Condominium as LENDER is Sackman-Gilliland Corporation. There is attached hereto and made a part hereof a Consent by the LENDER, Sackman-Gilliland Corporation, which said Consent is to the recording of the Declaration of Condominium recorded in O.R. Book 8716, Page 528, Public Records of Dade County, Florida, and to the amendments to said Declaration of Condominium as are more specifically set forth and provided for herein.

(10) The Declaration of Restrictions and Maintenance Covenants for Costa Del Sol which appear as Exhibit "B" to the Declaration of Condominium recorded in O.R. Book 8716, Page 528 of the Public Records of Dade County, Florida, and which were independently recorded in O.R.

Book 8718 at Page 847 of the Public Records of Dade County, Florida, is hereby amended by the deletion of Section 7 of Article V of said Declaration of Restrictions and Maintenance Covenants for Costa Del Sol, and in its place and stead the following Amendment is effective:

Section 7. Subordination of the Lien to Mortgages.

"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. If a lot is foreclosed by an institutional mortgagee, or if an institutional mortgagee takes title to a lot in lieu of foreclosure and/or any other proceedings in lieu of foreclosure, all liens for all past due assessments are cancelled. Upon sale of any such lot by the institutional mortgagee, then the lien for assessments provided for herein shall revive and continue against the lot and shall continue to be subordinate and inferior to the lien of any bona fide institutional mortgage or mortgages thereafter placed upon the lot subject to assessment. An institutional mortgage is one made in favor of any national or state bank, insurance company or state or federal savings and loan association.

Notwithstanding anything herein to the contrary, a mortgagee acquiring title toa lot as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of its lot, whether or not such lot is unoccupied, be excused of some or all of the common expenses coming due during the period of such ownership."

(11) Notwithstanding anything in the aforesaid Declaration of Condominium or in the aforesaid Declaration of Restrictions and Maintenance Covenants or herein, a mortgagee acquiring title to the condominium parcel and/or lot and/or private dwelling as the terms are used herein and in the applicable Florida Statutes, during its ownership of any

such private dwelling and/or condominium parcel and/or lot, shall be responsible for the payment of condominium expenses attributable to such private dwelling and/or condominium parcel and/or lot coming due during the period of such ownership.

(12) Exhibit "D" to the Declaration of Condominium has been revised and in lieu and in substitution thereof, there is attached hereto and made a part hereof "New Exhibit "D"", which shall henceforth be and constitute the sole Exhibit "D" to the Declaration of Condominium.

(13) Exhibit "E" to the Declaration of Condominium has been revised and in lieu and in substitution thereof, there is attached hereto and made a part hereof "New Exhibit "E"", which shall henceforth be and constitute the sole Exhibit "E" to the Declaration of Condominium.

(14) The following sentence is hereby added to Article V, Section I, of the aforesaid Declaration of Restrictions and Maintenance Covenants:

> "The lien referred to above shall not be effective until recorded in the Public Records of Dade County, Florida."

(15) Notwithstanding anything in the aforesaid Declaration of Condominium or Declaration of Restrictions and Maintenance Covenants to the contrary, the exterior of all private dwelling units shall be the responsibility of the Association and all expenses for same shall be a common expense of the Association.

(16) Notwithstanding anything herein to the contrary, the LENDER who provided construction funds for the erection of the CONDOMINIUM and who is referred to in the Declaration of Condominium as LENDER, namely, Sackman-Gilliland Corporation, and its successors and assigns, shall have all of the rights provided for in said Declaration of Condominium, as amended hereby, which are granted to an institutional mortgagee and all of those rights which are granted to a bank, life insurance company, or federal savings and loan association.

(17) Attached hereto and made a part hereof is a Certified Copy of Corporate Resolution amending the Articles of Incorporation of Costa del Sol Association, Inc.

(18) Article XXX of the aforesaid Declaration of Condominium and Article VII, Section 2 of the Declaration of Restrictions and Maintenance Covenants are hereby amended by the addition of the following paragraph:

> "No Amendment hereto shall be effective if such Amendment affects the rights of the holder of any mortgage on any of the condominium units which are the subject matter hereof unless the holder of such mortgage consents thereto in writing."

IN WITNESS WHEREOF, the undersigned have executed the foregoing this 11th day of August, 1976.

Witnesses:

Sheila R. Brown

Margaret McKenna

As to Declaror

DECLAROR:

COSTA DEL SOL GOLF & RACQUET CLUB, INC.

By

Attest:

(Corporate Seal)

Sheila R. Brown

Margaret McKenna

As to Association

ASSOCIATION:

COSTA DEL SOL ASSOCIATION, INC.

By

Attest:

(Corporate Seal)

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

BEFORE ME, personally appeared William Landa, President Marc Kovens, Secy. respectively of COSTA DEL SOL ASSOCIATION, INC., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to and before me that they executed same as such officers and affixed the corporate seal thereto and that same is the free act and deed of said corporation.

WITNESS my hand and official seal this 11 day of August, 1976.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

STATE OF FLORIDA)
SS
COUNTY OF DADE)

BEFORE ME, personally appeared, William Landa, President Marc Kovens, Secy. respectively of COSTA DEL SOL GOLF & RACQUET CLUB, INC., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to and before me that they executed same as such officers and affixed the corporate seal thereto and that same is the free act and deed of said corporation.

WITNESS my hand and official seal this 11 day of August, 1976.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

LAW OFFICES ZINN & REINHARD, P.A., 8000 BISCAYNE BOULEVARD, MIAMI, FLORIDA

COSTA DEL SOL, CLUSTER NUMBER TWO, LEGAL DESCRIPTION

A portion of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 of Section 29, Township 53 South, Range 40 East, according to the plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being particularly described as follows: Commencing at the Northwest corner of the East 1/2 of the NW 1/4 of Section 29, Township 53 South, Range 40 East, thence run N89°56'40"E along the North line of said Section 29 for 30.01 feet; thence run S01°30'32"E parallel to the West line of the said East 1/2 of the NW 1/4 of Section 29 for 114.81 feet; thence run S83°53'26"E for 90.06 feet; thence run S85°20'54"E for 382.26 feet; thence run S67°17'50"E for 318.69 feet; thence run S06°40'53"E for 352.39 feet to the Point of Beginning of the tract of land herein described: thence from the above established Point of Beginning run S06°40'53"E for 0.77 feet to a point on a circular curve concave to the Southeast, said point bearing N19°03'43"W from the center of said curve; thence run Southwesterly along said curve to the left having for its elements a radius of 600.00 feet and a central angle of 20°30'03" for an arc distance of 214.68 feet; thence run S59°24'24"E for 129.63 feet; thence run S13°32'09"E for 308.45 feet; thence run S72°17'34"E for 137.54 feet; thence run N61°32'23"E for 117.51 feet; thence run N15°04'34"E for 280.66 feet; thence run N12°31'44"W for 113.05 feet; thence run N72°24'51"E for 171.96 feet; thence run N20°21'12"W for 71.56 feet to a point of curvature of a circular curve to the right; thence to the right along said curve having for its elements a radius of 300.00 feet and a central angle of 21°10'58" for an arc distance of 110.91 feet to the point of tangency; thence run N0°49'46"E for 0.51 feet; thence run N89°17'34"W for 31.82 feet; thence run South for 48.00 feet; thence run S73°50'46"W for 150.96 feet; thence run S74°17'29"W for 232.69 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 4.26 acres ofland, more or less.

*as are shown on Sheet #1 of this survey and as set forth in the Declaration of Restrictions and Maintenance Covenants which are a part of the Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants being recorded in Official Records Book 8718, Page 847, of the Public Records of Dade County

Prepared By:
Jack Mueller & Assoc. , Inc.
Consulting Engineers & Land Surveyors
9450 Sunset Drive- Suite 200
Miami, Florida 33173

EXHIBIT "A"

OFF. REC. 9421 PG 803

COSTA DEL SOL, CLUSTER NUMBER TWO, LEGAL DESCRIPTION

A portion of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 of Section 29, Township 53 South, Range 40 East, according to the plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being particularly described as follows: Commencing at the Northwest corner of the East 1/2 of the NW 1/4 of Section 29, Township 53 South, Range 40 East, thence run N89°56'40"E along the North line of said Section 29 for 30.01 feet; thence run S01°30'32"E parallel to the West line of the said East 1/2 of the NW 1/4 of Section 29 for 114.81 feet; thence run S83°53'26"E for 90.06 feet; thence run S85°20'54"E for 382.26 feet; thence run S67°17'50"E for 318.69 feet; thence run S06°40'53"E for 352.39 feet to the Point of Beginning of the tract of land herein described: thence from the above established Point of Beginning run S06°40'53"E for 0.77 feet to a point on a circular curve concave to the Southeast, said point bearing N19°03'43"W from the center of said curve; thence run Southwesterly along said curve to the left having for its elements a radius of 600.00 feet and a central angle of 20°30'03" for an arc distance of 214.68 feet; thence run S59°24'24"E for 129.63 feet; thence run S13°32'09"E for 308.45 feet; thence run S72°17'34"E for 137.54 feet; thence run N61°32'23"E for 117.51 feet; thence run N15°04'34"E for 280.66 feet; thence run N12°31'44"W for 113.05 feet; thence run N72°24'51"E for 171.96 feet; thence run N20°21'12"W for 71.56 feet to a point of curvature of a circular curve to the right; thence to the right along said curve having for its elements a radius of 300.00 feet and a central angle of 21°10'58" for an arc distance of 110.91 feet to the point of tangency; thence run N0°49'46"E for 0.51 feet; thence run N89°17'34"W for 31.82 feet; thence run South for 48.00 feet; thence run S73°50'46"W for 150.96 feet; thence run S74°17'29"W for 232.69 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 4.26 acres of land, more or less.

*as are shown on Sheet #1 of this survey and as set forth in the Declaration of Restrictions and Maintenance Covenants which are a part of the Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants being recorded in Official Records Book 8718, Page 847, of the Public Records of Dade County

Prepared By:
Jack Mueller & Assoc. , Inc.
Consulting Engineers & Land Surveyors
9450 Sunset Drive- Suite 200
Miami, Florida 33173

OR 9421 PG 804

COSTA DEL SOL CONDOMINIUM NUMBER 02

BLDG. NO.	BLDG. TYPE NO.	ADDRESS	AVERAGE FINISHED 1st FLOOR ELEV.
9	7P	10206 Estepona Ave.	8.8 feet
10	6	10204 Estepona Ave.	8.9 feet
11	5	10202 Estepona Ave.	8.8 feet
12	5	10200 Estepona Ave.	8.8 feet

CONDOMINIUM TWO

BUILDINGS 9 THROUGH 12, INCLUSIVE

MODEL TYPE	NO. UNITS PER MODEL TYPE	THE UNDIVIDED PERCENT OF INTEREST IN THE COMMON ELEMENTS (COMMON PROPERTY) APPURTENANT TO EACH PRIVATE DWELLING UNIT	TOTAL PERCENTAGE PER UNIT TYPE	THE MANNER OF SHARING COMMON EXPENSES AND OF OWNING COMMON SURPLUS WILL BE AS STATED BELOW
A(1)	4	2.23	8.92	*
A(2)	3	2.42	7.26	*
B	4	3.13	12.52	*
C	-0-	-0-	-0-	*
D	24	2.83	67.92	*
E	1	3.38	3.38	*

* Each Private Dwelling Unit will share equally in the common expenses of the condominium and in the ownership of the common surplus. The within condominium has 36 units, and, therefore, each Private Dwelling Unit will share 1/36th in the common expenses and own the same share of the common surplus.

As respects assessments made by the Association in pursuance of the Declaration of Restrictions and Maintenance Covenants, each unit will share as assessed by the Association, as provided in said Declaration of Restrictions and Maintenance Covenants and the Declaration of Condominium.

EXPLANATION

The following letters and numerical designations indicate the model type of apartment:

A(1) 2-bedroom, 2-bath, interior

A(2) 2-bedroom, 2-bath, end apartment

B 3-bedroom, 2-1/2 bath

C 2-bedroom, 2 bath

D 2 bedroom, 2-1/2 bath

E 2 bedroom, 2 bath.

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL RECORDS CONDOMINIUM PLAN BK. 54, PAGE 1.
RICHARD P. BRINKER
CLERK CIRCUIT COURT
BY [illegible] D.C.

The precise location, designation and description of each of the units of the condominium are reflected on the condominium survey, Exhibit "D". Where, on Exhibit "D" to the Declaration of Condominium, the model type apartment letter designation is followed by the letter "r", it means that this particular model has been flopped over from right to left or left to right as viewed from the front of the said unit.

EXHIBIT "E" TO

DECLARATION OF CONDOMINIUM

RICHARD P. BRINKER, CLERK CIRCUIT COURT

75R210759 '75 OCT 14 AM 9:37

OFF REC 9124 PG 543

This Instrument Was Prepared By:
SANFORD REINHARD
ZINN & REINHARD, P.A.
[illegible] Biscayne Blvd.
Miami, Florida [illegible]

AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, the undersigned, Costa del Sol Golf & Racquet Club, Inc., as Declaror, and Costa del Sol Association, Inc. caused to be filed among the Public Records of Dade County, Florida, a Declaration of Condominium, recorded in O.R. Book 8716, Page 450, which said Declaration of Condominium submitted to condominium ownership the property more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Costa del Sol Golf & Racquet Club, Inc. caused to be filed a certain document entitled "Declaration of Restrictions and Maintenance Covenants for Costa del Sol", recorded in O.R. Book 8718, Page 847, and which was recorded as Exhibit "B" to the Declaration of Condominium recorded in O.R. Book 8716, Page 450, Public Records of Dade County, Florida, which said Declaration of Restrictions and Maintenance Covenants included the aforesaid property (Exhibit "A") submitted to condominium ownership and other property; and

WHEREAS, there have been no conveyances of record of any private dwelling units within said condominium; and

WHEREAS, the undersigned are desirous of amending said Declaration of Condominium and said Declaration of Restrictions and Maintenance Covenants for Costa del Sol as more particularly stated herein; and

WHEREAS, this Amendment has been approved by the Condominium Association in accordance with the applicable provisions of said Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants for Costa del Sol and applicable law.

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

1. The above recitals are true and correct.

2. Article XXX of the aforesaid Declaration of Condominium and Article VII, Section 2 of the Declaration of Restrictions and Maintenance Covenants are hereby amended by the addition of the

10 00

following paragraph:

"No Amendment hereto shall be effective if such Amendment affects the rights of the holder of any mortgage on any of the condominium units which are the subject matter hereof unless the holder of such mortgage consents thereto in writing.

IN WITNESS WHEREOF, the undersigned have executed the foregoing this 30th day of September, 1975.

Witnesses:

As to Declaror

DECLAROR:

COSTA DEL SOL GOLF & RACQUET CLUB, INC.

By: (SEAL)
William W. Landa, President

Attest: (SEAL)
Walter D. Turken, Secretary

(Corporate Seal)

As to Association

ASSOCIATION:

COSTA DEL SOL ASSOCIATION, INC.

By: (SEAL)
William W. Landa, President

Attest: (SEAL)
Walter D. Turken, Secretary

(Corporate Seal)

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

BEFORE ME, personally appeared WILLIAM W. LANDA and WALTER D. TURKEN, President and Secretary respectively of COSTA DEL SOL GOLF & RACQUET CLUB, INC., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to and before me that they executed same as such officers and affixed the corporate seal thereto and that same is the free act and deed of said corporation.

WITNESS my hand and official seal this 30 day of September, 1975.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 24, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF REC 9124 PG 545

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

BEFORE ME, personally appeared WILLIAM W. LANDA and WALTER D. TURKEN, President and Secretary respectively of COSTA DEL SOL ASSOCIATION, INC., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to and before me that they executed same as such officers and affixed the corporate seal thereto and that same is the free act and deed of said corporation.

WITNESS my hand and official seal this 30 day of Sept 1975.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 24, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

LAW OFFICES ZINN & REINHARD, P.A., [illegible] BISCAYNE BOULEVARD, MIAMI, FLORIDA

OFF. REC. 9124 PG 546

COSTA DEL SOL, CLUSTER NUMBER ONE, LEGAL DESCRIPTION

A portion of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 of Section 29, Township 53 South, Range 40 East according to the plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being particularly described as follows: Commencing at the Northwest corner of the East 1/2 of the NW 1/4 of Section 29, Township 53 South, Range 40 East; thence run N89°56'40"E along the North line of said Section 29 for 30.01 feet; thence run S01°30'32"E parallel to the West line of the said East 1/2 of the NW 1/4 of Section 29 for 114.81 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning run S01°30'32"E for 277.68 feet; thence run East for 117.[illegible] feet; thence run S18°09'42"E for 192.91 feet; thence run N73°22'45"E for 69.92 feet; thence run South for 60.00 feet; thence run East for 25.00 feet; thence run N83°02'49"E for 206.52 feet; thence run S42°02'21"E for 164.27 feet; thence run S59°[illegible]"E for 30.08 feet to a point on a circular curve concave to the Southeast, said point bearing N39°33'46"W from the center of said curve; thence run Northeasterly along said curve to the right having for its elements a radius of 600.00 feet and a central angle of 20°30'03" for an arc distance of [illegible] feet; thence run N06°40'53"W for 353.16 feet; thence run N67°[illegible]"W for 318.69 feet; thence run N85°20'54"W for 382.26 feet; thence run N83°53'26"W for 90.06 feet to the Point of Beginning, LESS therefrom any portion of the private [illegible] previously described* that are contained herein. [illegible] of the above described property containing [illegible] acres of land, more or less.

RECORDERS NOTE:
The legibility of [illegible] unsatisfactory in this document when received.

* as are shown on Sheet No. 1 of the survey attached hereto and as set forth in the Declaration of Restrictions and Maintenance Covenants which is a portion of the Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants being recorded in O. R. Book 8718, Page 847 of the Public Records of Dade County, Florida,

EXHIBIT "A"
to
AMENDMENT TO DECLARATION OF CONDOMINIUM

[illegible]
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

9101 1134

75R191478 '75 SEP 17 PM 1:42

AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, the undersigned, Costa Del Sol Golf & Racquet Club, Inc., as Declaror, and, Costa Del Sol Association, Inc. caused to be filed among the Public Records of Dade County, Florida, a Declaration of Condominium, recorded in O. R. Book 8716, Page 450, which said Declaration of Condominium submitted to condominium ownership the property more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Costa Del Sol Golf & Racquet Club, Inc. caused to be filed a certain document entitled "Declaration of Restrictions and Maintenance Covenants for Costa Del Sol", recorded in O. R. Book 8718, Page 847, and which was recorded as Exhibit "B" to the Declaration of Condominium recorded in O. R. Book 8716, Page 450, Public Records of Dade County, Florida, which said Declaration of Restrictions and Maintenance Covenants included the aforesaid property (Exhibit "A") submitted to condominium ownership and other property; and

WHEREAS, there have been no conveyances of record of any private dwelling units within said condominium; and

WHEREAS, the undersigned are desirous of amending said Declaration of Condominium and said Declaration of Restrictions and Maintenance Covenants for Costa Del Sol as more particularly stated herein; and

WHEREAS, this Amendment has been approved by the Condominium Association in accordance with the applicable provisions of said Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants for Costa Del Sol and applicable law;

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

(1) The above recitals are true and correct.

(2) Section III of said Declaration of Condominium recorded in O. R. Book 8716, Page 450, Public Records of Dade County, Florida, is hereby amended by the addition of the following paragraph:

This Instrument Was Prepared By:
SANFORD REINHARD
ZINN & REINHARD, P.A.
9950 Biscayne Blvd.
Miami, Florida 33127

LAW OFFICES ZINN & REINHARD, P.A. 9950 BISCAYNE BOULEVARD, MIAMI, FLORIDA

"PRIVATE DWELLINGS as the term is used herein shall also mean and include, where there is attached to or abutting the building a patio, garage, carport and/or sun deck serving only the apartment abutting such patio, garage, carport and/or sun deck. Furthermore, the boundary of the PRIVATE DWELLING shall be extended so as to include within it that portion of such patio, garage, carport and/or sun deck lying within the extension of the vertical and horizontal boundaries of the said PRIVATE DWELLING, as above expressed."

(3) Section XX of said Declaration of Condominium is hereby amended in the following respect:

The sentence in said Section XX which reads as follows: "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 Private Dwelling." be and the same is hereby deleted.

In place and in lieu of said sentence there is hereby substituted in said Section XX of said Declaration of Condominium the following language: "Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces which are a part of his Private Dwelling as the same is more particularly defined herein, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his Private Dwelling. It is the intent of this document (notwithstanding anything herein or in any of the exhibits hereto to the contrary) that the Association will be responsible and provide for exterior maintenance and each unit owner shall be responsible for maintenance on his "Private Dwelling", as the term is defined herein. Assessments by the Association shall be a common expense of the Association and not charged against one specific owner, except if such expense is solely and exclusively for the benefit of such unit owner to the exclusion of all of the other members of Association."

(4) Section XXIV of said Declaration of Condominium is hereby amended by the addition of the following paragraph thereto:

"Notwithstanding anything herein to the contrary, the institutional mortgagee which holds the highest dollar volume of mortgages on units within this Condominium shall have the right to approve the insurance company, the insurance agent, the form of the insurance policies and the insurance trustee contemplated and specified by this section. The insurance company must be one authorized to do business in the State of Florida and the insurance agent must be located in either Broward, Palm Beach or Dade County, Florida. The insurance trustee must be a bank with trust powers located in either Broward, Palm Beach or Dade County, Florida.

All of the foregoing covenants and provisions of this section are covenants for the benefit of the lender

and/or institutional mortgagees and may be enforced by them and cannot be amended without their prior written consent."

(5) Section XXVI of said Declaration of Condominium is hereby amended in the following respects:

> The right of first refusal granted to the Developer in said Section XXVI is hereby deleted and the Developer, Costa Del Sol Golf & Racquet Club, Inc., by its signature hereinafter placed, acknowledges, represents and warrants that any reference in said Section XXVI to a right of first refusal held by the Developer is hereby cancelled, made null and void, and of no further force and effect whatsoever.
>
> In the event that the Association does not elect or desire to exercise its right of first refusal as is provided for herein, or in the event that the Association fails to exercise its right of first refusal within the times specified for herein, then and in such event the Association shall issue a written certificate stating that it has elected not to exercise its right of first refusal as provided for herein, which said written certificate shall be executed by any member of the Board of Directors of the Association or by any executive officer thereof. Said certificate shall be executed in such a fashion so that it can be and it shall be recorded among the Public Records of Dade County, Florida.

The paragraph in Section XXVI which begins with the phrase "The foregoing provisions of this Section shall not apply to a transfer to or a purchase by a bank" .... and which ends with the language, "in the manner and to the same extent as any other Private Dwelling owner" .... is deleted and in lieu and in substitution thereof the following language is inserted in said Section XXVI of the Declaration of Condominium:

> "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 apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor in lieu of foreclosure, or through foreclosure proceedings. In addition, the foregoing provisions of this Section shall not apply to any subsequent sale of the unit so acquired by any such institution as they refer and relate to the right of the Association to first refusal to lease or purchase such dwelling. Notwithstanding any provision herein to the contrary, any purchaser

from such institution, upon acquiring title to the Private Dwelling, 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 Private Dwelling owner."

(6) The word "of" in the first line of Article XXVIII(H) which appears on page 16 of said Declaration of Condominium be and is hereby changed to "or".

(7) Section XXVIII of said Declaration of Condominium is hereby amended in the following respect:

The paragraph in said section which is located at the top of page 18 of the Declaration of Condominium referred to in this Amendment and which reads as follows:

"In the event that a Private Dwelling is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said Private Dwelling and such Private Dwelling due to Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessments or installments thereof due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to assessments."

Be and the same is hereby deleted and in lieu and in substitution thereof, the following paragraph is substituted:

"In the event that a Private Dwelling is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said Private Dwelling and such Private Dwelling to Association shall be in default (provided that a claim of lien has been recorded by the Association among the Public Records of Dade County), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to assessment."

(8) Article XXXIII of said Declaration of Condominium, entitled "Rights of Developer" is hereby amended so that sub-paragraph (a) of said Section is hereby deleted and in lieu of said sub-paragraph (a) there is hereby substituted the following language:

"As to all of the unsold apartment units, the Developer shall have the absolute and continuing right to lease, sub-lease and/or sell or cause to be leased, sub-leased and/or sold any of such units to any persons, firms or corporation upon any terms and conditions that it may desire; and as to the lease, sub-lease or sale of any such apartments, the right to approve or disapprove of any prospective buyer or lessee, or the right of first refusal; and any right of redemption which the Association may have by virtue of the provisions of the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, or of the within Declaration of Condominium, shall not be operative in any manner."

(9) The LENDER who provided construction funds for the erection of the CONDOMINIUM and who is referred to in the Declaration of Condominium as LENDER is Sackman-Gilliland Corporation. There is attached hereto and made a part hereof a Consent by the LENDER, Sackman-Gilliland Corporation, which said Consent is to the recording of the Declaration of Condominium recorded in O. R. Book 8716, Page 450, Public Records of Dade County, Florida, and to the amendments to said Declaration of Condominium as are more specifically set forth and provided for herein.

(10) The Declaration of Restrictions and Maintenance Covenants for Costa Del Sol which appear as Exhibit "B" to the Declaration of Condominium recorded in O. R. Book 8716, Page 450 of the Public Records of Dade County, Florida, and which were independently recorded in O. R. Book 8718 at Page 847 of the Public Records of Dade County, Florida, is hereby amended by the deletion of Section 7 of Article V of said Declaration of Restrictions and Maintenance Covenants for Costa Del Sol, and in its place and stead the following Amendment is effective:

Section 7. Subordination of the Lien to Mortgages.

"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. If a lot is foreclosed by an institutional mortgagee, or if an institutional mortgagee takes title to a lot in lieu of foreclosure and/or any other proceedings in lieu of foreclosure, all liens for all past due assessments are cancelled. Upon sale of any such lot by the institutional mortgagee, then the lien for assessments provided for herein shall revive and continue against the

lot and shall continue to be subordinate and inferior to the lien of any bona fide institutional mortgage or mortgages thereafter placed upon the lot subject to assessment. An institutional mortgage is one made in favor of any national or state bank, insurance company or state or federal savings and loan association.

Notwithstanding anything herein to the contrary, a mortgagee acquiring title to a lot as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of its lot, whether or not such lot is unoccupied, be excused of some or all of the common expenses coming due during the period of such ownership."

(11) Notwithstanding anything in the aforesaid Declaration of Condominium or in the aforesaid Declaration of Restrictions and Maintenance Covenants or herein, a mortgagee acquiring title to the condominium parcel and/or lot and/or private dwelling as the terms are used herein and in the applicable Florida Statutes, during its ownership of any such private dwelling and/or condominium parcel and/or lot, shall be responsible for the payment of condominium expenses attributable to such private dwelling and/or condominium parcel and/or lot coming due during the period of such ownership.

(12) Exhibit "D" to the Declaration of Condominium has been revised and in lieu and in substitution thereof, there is attached hereto and made a part hereof "New Exhibit "D"", which shall henceforth be and constitute the sole Exhibit "D" to the Declaration of Condominium.

(13) Exhibit "E" to the Declaration of Condominium has been revised and in lieu and in substitution thereof, there is attached hereto and made a part hereof "New Exhibit "E"", which shall henceforth be and constitute the sole Exhibit "E" to the Declaration of Condominium.

(14) The following sentence is hereby added to Article V, Section 1, of the aforesaid Declaration of Restrictions and Maintenance Covenants:

"The lien referred to above shall not be effective until recorded in the Public Records of Dade County, Florida."

(15) Notwithstanding anything in the aforesaid Declaration of Condominium or Declaration of Restrictions and Maintenance Covenants to the contrary, the exterior of all private dwelling units shall be the responsibility of the Association and all expenses for same shall be a common expense of the Association.

(16) Notwithstanding anything herein to the contrary, the LENDER who provided construction funds for the erection of the CONDOMINIUM and who is referred to in the Declaration of Condominium as LENDER, namely, Sackman-Gilliland Corporation, and its successors and assigns, shall have all of the rights provided for in said Declaration of Condominium, as amended hereby, which are granted to an institutional mortgagee and all of those rights which are granted to a bank, life insurance company, or federal savings and loan association.

(17) Attached hereto and made a part hereof is a Certified Copy of Corporate Resolution amending the Articles of Incorporation of Costa del Sol Association, Inc.

IN WITNESS WHEREOF, the undersigned have executed the foregoing this 9th day of September, 1975.

Witnesses:

Maurice O'Hara

Barry Goldberg

As to Declaror

DECLAROR:

COSTA DEL SOL GOLF & RACQUET CLUB, INC.

By _____ (SEAL)
William W. Landa, President

Attest: _____ (SEAL)
Walter D. Turken, Secretary

(Corporate Seal)

Maurice O'Hara

Barry Goldberg

As to Association

ASSOCIATION:

COSTA DEL SOL ASSOCIATION, INC.

By _____ (SEAL)
William W. Landa, President

Attest: _____ (SEAL)
Walter D. Turken, Secretary

(Corporate Seal)

OR 9101 PG 1141

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

BEFORE ME, personally appeared WILLIAM W. LANDA and WALTER D. TURKEN, President and Secretary respectively of COSTA DEL SOL ASSOCIATION, INC., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to and before me that they executed same as such officers and affixed the corporate seal thereto and that same is the free act and deed of said corporation.

WITNESS my hand and official seal this 9th day of September, 1975.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 24, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
SS
COUNTY OF DADE)

BEFORE ME, personally appeared, WILLIAM W. LANDA and WALTER D. TURKEN, President and Secretary respectively of COSTA DEL SOL GOLF & RACQUET CLUB, INC., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and they severally acknowledged to and before me that they executed same as such officers and affixed the corporate seal thereto and that same is the free act and deed of said corporation.

WITNESS my hand and official seal this 9th day of September, 1975.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 24, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

P.A., 2000 BISCAYNE BOULEVARD, MIAMI, FLORIDA

OR 9101 P1142

COSTA DEL SOL, CLUSTER NUMBER ONE, LEGAL DESCRIPTION

A portion of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 of Section 29, Township 53 South, Range 40 East according to the plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being particularly described as follows: Commencing at the Northwest corner of the East 1/2 of the NW 1/4 of Section 29, Township 53 South, Range 40 East; thence run N89°56'40"E along the North line of said Section 29 for 30.01 feet; thence run S01°30'32"E parallel to the West line of the said East 1/2 of the NW 1/4 of Section 29 for 114.81 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning run S01°30'32"E for 277.68 feet; thence run East for 117.23 feet; thence run S18°09'42"E for 198.91 feet; thence run N73°22'45"E for 69.92 feet; thence run South for 60.00 feet; thence run East for 25.00 feet; thence run N83°02'49"E for 206.52 feet; thence run S42°02'21"E for 164.27 feet; thence run S59°24'24"E for 30.08 feet to a point on a circular curve concave to the Southeast, said point bearing N39°33'46"E from the center of said curve; thence run Northeasterly along said curve to the right having for its elements a radius of 600.00 feet and a central angle of 20°30'03" for an arc distance of 214.68 feet; thence run N06°40'53"W for 353.16 feet; thence run N67°17'50"W for 318.69 feet; thence run N85°20'54"W for 382.26 feet; thence run N83°53'26"W for 90.06 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 7.44 acres of land, more or less.

* as are shown on Sheet No. 1 of the survey attached hereto and as set forth in the Declaration of Restrictions and Maintenance Covenants which is a portion of the Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants being recorded in O. R. Book 8718, Page 847 of the Public Records of Dade County, Florida,

EXHIBIT "A"
to
AMENDMENT TO DECLARATION OF CONDOMINIUM

CONSENT OF MORTGAGEE

WHEREAS, certain premises in Miami, Dade County, Florida, were mortgaged by COSTA DEL SOL GOLF & RACQUET CLUB, INC. to SACKMAN-GILLILAND CORPORATION; and

WHEREAS, COSTA DEL SOL GOLF & RACQUET CLUB, INC., having filed a Declaration of Condominium for Costa del Sol Condominium No. 1 and an Amendment to said Declaration of Condominium, to which this Consent is attached; and

NOW THEREFORE, in consideration of the covenants and conditions contained in the Mortgage, the Notes and Building Loan Agreements appurtenant to said Mortgage, SACKMAN-GILLILAND CORPORATION does hereby consent and agree to the filing of the Declaration of Condominium of Costa del Sol Condominium No. 1, recorded in Official Records Book 8716, Page 450, Public Records of Dade County, Florida, and to the Amendment to said Declaration to which this Consent of Mortgagee is attached.

IN WITNESS WHEREOF, SACKMAN-GILLILAND CORPORATION has caused to be executed in its name and its seal this 20th day of May, 1975.

WITNESSES:

Kathryn A. Van Dyck

Joyce O'Neill

SACKMAN-GILLILAND CORPORATION

By: Merr R. Gassert
Assit. Vice President

(Corporate Seal)

STATE OF NEW YORK)
) ss
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Merrill R. Gassert, Assist. Vice, President of SACKMAN-GILLILAND CORPORATION, a New York corporation, and who executed the foregoing instrument and acknowledged before me that he executed same in his capacity as such officer and that it was executed by said corporation as a free and voluntary act for the purposes expressed therein.

Janet E. Amsiati
Notary Public

My Commission expires:

JANET E. AMSIATI
NOTARY PUBLIC, State of New York
No. 30-[illegible]
Qualified [illegible]
Certificate Filed in New York County
Commission Expires March 30, [illegible]

JANET E. AMSIATI NOTARY PUBLIC STATE OF NEW YORK

[illegible] P.A., 8880 BISCAYNE BOULEVARD, MIAMI, FLORIDA

COSTA DEL SOL, CLUSTER NUMBER ONE, LEGAL DESCRIPTION

A portion of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 of Section 29, Township 53 South, Range 40 East according to the plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being particularly described as follows: Commencing at the Northwest corner of the East 1/2 of the NW 1/4 of Section 29, Township 53 South, Range 40 East; thence run N89°56'40"E along the North line of said Section 29 for 30.01 feet; thence run S01°30'32"E parallel to the West line of the said East 1/2 of the NW 1/4 of Section 29 for 114.81 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning run S01°30'32"E for 277.68 feet; thence run East for 117.23 feet; thence run S18°09'42"E for 198.91 feet; thence run N73°22'45"E for 69.92 feet; thence run South for 60.00 feet; thence run East for 25.00 feet; thence run N83°02'49"E for 206.52 feet; thence run S42°02'21"E for 164.27 feet; thence run S59°24'24"E for 30.08 feet to a point on a circular curve concave to the Southeast, said point bearning N39°33'46"W from the center of said curve; thence run Northeasterly along said curve to the right having for its elements a radius of 600.00 feet and a central angle of 20°30'03" for an arc distance of 214.68 feet; thence run N06°40'53"W for 353.16 feet; thence run N67°17'50"W for 318.69 feet; thence run N85°20'54"W for 382.26 feet; thence run N83°53'26"W for 90.06 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 7.44 acres of land, more or less.

*as are shown on Sheet No. 1 of this survey and as set forth in the Declaration of Restrictions and Maintenance Covenants which is a portion of the Declaration of Condominium, said Declaration of Restrictions and Maintenance Covenants being recorded in O. R. Book 8718, Page 847 of the Public Records of Dade County, Florida.

Prepared by:
Jack Mueller & Associates, Inc.
Civil Engineers and Land Surveyors
9450 Sunset Drive - Suite 200
Miami, Florida 33143

OR 9101 #1145

COSTA DEL SOL CONDOMINIUM NUMBER 1

BLDG. No.	BLDG. TYPE No.	ADDRESS	AVERAGE FINISHED FIRST FLR. ELEV.
1	7	10301 Estepona Ave.	8.8 feet
2	4	10303 Estepona Ave.	8.7 feet
3	3	10305 Estepona Ave.	8.7 feet
4	7R	10307 Estepona Ave.	9.0 feet
5	5	10309 Estepona Ave.	8.7 feet
6	6	10311 Estepona Ave.	8.6 feet
7	5	10315 Estepona Ave.	8.9 feet
8	4	10317 Estepona Ave.	8.6 feet

CONDOMINIUM ONE

BUILDINGS 1 THROUGH 8, INCLUSIVE

MODEL TYPE	NO. UNITS PER MODEL TYPE	THE UNDIVIDED PERCENT OF INTEREST IN THE COMMON ELEMENTS (COMMON PROPERTY) APPURTENANT TO EACH PRIVATE DWELLING UNIT	TOTAL PERCENTAGE PER UNIT TYPE	THE MANNER OF SHARING COMMON EXPENSES AND OF OWNING COMMON SURPLUS WILL BE AS STATED BELOW
A(1)	4	1.21	4.84	*
A(2)	4	1.30	5.20	*
B	8	1.70	13.60	*
C	2	1.39	2.78	*
D	46	1.52	69.92	*
E	2	1.83	3.66	*

*Each Private Dwelling Unit will share equally in the common expenses of the condominium and in the ownership of the common surplus. The within condominium has 66 units, and, therefore, each Private Dwelling Unit will share 1/66th in the common expenses and own the same share of the common surplus.

As respects assessments made by the Association in pursuance of the Declaration of Restrictions and Maintenance Covenants, each unit will share as assessed by the Association, as provided in said Declaration of Restrictions and Maintenance Covenants and the Declaration of Condominium.

EXPLANATION

The following letters and numerical designations indicate the model type of apartment:

A(1) 2 bedroom, 2 bath; A(2) 2 bedroom, 2 bath

B 3 bedroom, 2 1/2 bath

C 2 bedroom, 2 bath

D 2 bedroom, 2 1/2 bath

E 2 bedroom, 2 bath

The precise location, designation and description of each of the units of the condominium are reflected on the condominium survey, Exhibit "D". Where on Exhibit "D" to the Declaration of Condominium the model type apartment letter designation is followed by the letter "r", it means that this particular model has been flopped over from right to left or left to right as viewed from the front of the said unit.

"NEW EXHIBIT E"
TO DECLARATION OF CONDOMINIUM

CERTIFIED COPY OF CORPORATE RESOLUTION

WE, William J. Landa and Walter Turken, respectively the President and Secretary of Costa Del Sol Association, Inc., a Florida non-profit corporation do hereby certify that the following is a true and correct copy of a Resolution adopted at a special meeting of the members and all of the Directors of the Corporation duly held in accordance with the Articles of Incorporation and its By-Laws on May 1, 1975:

> BE IT RESOLVED by the Board of Directors of Costa Del Sol Association, Inc. that said Board deems it advisable that Article V of the Certificate of Incorporation be amended, changed and altered so that it reads as follows and contains the following provisions:
>
> 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 undivided interest in any common and/or limited property of the condominium building in which such condominium 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 on the date on which the payment of any assessment or installment thereof becomes delinquent and shall be entitled to a receive 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 encumberances 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 lien granted to the Corporation, and shall acquire such interest and any such property expressly subject to such lien which shall be effective 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. If an institutional mortgagee takes title to a lot by foreclosure or by a deed in lieu of foreclosure any and all liens for all past due assessments shall be cancelled. Upon sale of the lot by the institutional mortgagee, the lien for assessments provided for herein shall revive and be continued against the lot for all subsequent assessments, except that no sale or transfer of any kind or nature shall relieve any owner of any lot from liability for any assessments. An institutional mortgage is one made in favor of any national or state bank, insurance company, or state or federal savings and loan association.

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 lien shall continue in effect until all sums secured by said lien as herein provided, shall have been fully paid.

Notwithstanding anything herein to the contrary, a mortgagee acquiring title to the condominium parcel and/or lot and/or private dwelling as the terms are used herein and in the applicable Florida Statutes during its ownership of any such private dwelling and/or condominium parcel and/or lot shall be responsible for the payment of condominium expenses attributable to such private dwelling and/or condominium parcel and/or lot coming due during the period of such ownership.

We further certify that said Resolution has not been altered, modified or amended in any manner whatsoever, and is presently in full force and effect.

DATED at Miami, Florida, this 9th day of September, 1975.

WITNESSES:

Maurice O'Hara

Barry Goldberg

William W. Landa (SEAL)
WILLIAM W. LANDA, President

Walter D. Turken (SEAL)
WALTER D. TURKEN, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

On this date, personally appeared before me, an officer duly

authorized to administer oaths and obtain acknowledgments, WILLIAM W. LANDA and WALTER D. TURKEN, President and Secretary respectively or COSTA DEL SOL ASSOCIATION, INC., who acknowledged before me that they executed the foregoing instrument as such officers of such Corporation for the purpose therein expressed.

WITNESS my hand and seal this 9 day of September, 1975.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 24, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

RICHARD P. BRINKER,
CLERK CIRCUIT COURT

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL RECORDS CONDOMINIUM PLAN BK. 46, Page 13

RICHARD P. BRINKER
CLERK CIRCUIT COURT
By _____ D.C.

1

(1)

74R148194

'74 JUN 28 AM 11:42

3050 Biscayne Blvd.
Miami, Florida 33137

DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That COSTA DEL SOL GOLF & RACQUET CLUB, INC., a Florida corporation, makes, declares and establishes this Declaration of Condominium as and for the plan of dwelling, ownership and condominium for the condominium hereinafter described. For the sake of simplicity, the Declaror will at all times be referred to in the singular person and neuter gender.

I

ESTABLISHMENT OF CONDOMINIUM

Declaror hereby submits the following condominium property to condominium ownership:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

All of the terms, conditions, covenants, provisions and agreements which are shown and set forth in the various exhibits which are annexed hereto, as well as the exhibits themselves, are hereby expressly made a part of this Declaration as though set forth in full herein.

The name by which the condominium hereby created is to be identified is:

COSTA DEL SOL CONDOMINIUM NO. 1

to be managed by COSTA DEL SOL ASSOCIATION, INC., a Florida corporation not for profit.

Each unit is identified by number on Exhibit "D" to this Declaration, and no unit bears the same designation as any other unit.

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "D", consisting of 22 pages, is a survey of the land, graphic description and plot plans of the improvements constituting the CONDOMINIUM, identifying the PRIVATE DWELLINGS, COMMON PROPERTY as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each PRIVATE DWELLING is identified by specific number on said Exhibit "D", and no Private Dwelling bears the same designation as any other Private Dwelling.

III

The CONDOMINIUM consists of PRIVATE DWELLINGS and COMMON PROPERTY as said terms are hereinafter defined.

20000

PRIVATE DWELLINGS, as the term is used herein, shall mean and comprise the separate and numbered Dwelling Units which are designated in Exhibit "D" to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior walls or partition for the furnishing of utility services to PRIVATE DWELLINGS and COMMON PROPERTY. Where there is attached to or abutting the building a porch or balcony, serving only the apartment abutting such porch or balcony, the boundary of the PRIVATE DWELLING shall be extended so as to include within it that part of such porch or balcony lying within the extension of the vertical and horizontal boundaries of the said PRIVATE DWELLING, as above expressed.

COMMON PROPERTY, as the terms is used herein, shall mean and comprise all of the real property, improvements and facilities of the Condominium other than the Private Dwellings, as the same are hereinabove defined, and shall include easements through Private Dwellings for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Private Dwellings and Common property and easements of support in every portion of a Private Dwelling which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint and common use and enjoyment of all of the owners of all such Private Dwellings.

IV

OWNERSHIP OF PRIVATE DWELLINGS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each Private Dwelling shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of said Private Dwelling shall own, as an appurtenance to the ownership of each said Private Dwelling, an undivided interest expressed as a percentage in the common property, being that which is specifically assigned thereto in Exhibit "E" hereto attached and made a part hereof. The percentage of undivided interest in the Common Property assigned to each Private Dwelling shall not be changed except with the unanimous consent of all of the owners of the Private Dwellings.

V

RESTRICTION AGAINST FURTHER SUBDIVIDING OF PRIVATE DWELLINGS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No Private Dwelling may be divided or subdivided into a smaller Dwelling unit than as shown on Exhibit "D" hereto annexed, nor shall any further dwelling, or portion thereof, be added to or incorporated into any other Private Dwelling. The undivided interest in the Common Property declared to be an appurtenance to each Private Dwelling shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Private Dwelling, and the undivided interest in Common Property appurtenant to each Private Dwelling shall be deemed conveyed,

LAW OFFICES ZINN & REINHARD, P.A., [illegible] BISCAYNE BOULEVARD, MIAMI, FLORIDA

devised, encumbered or otherwise included with the Private Dwelling even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Private Dwelling. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon a Private Dwelling shall be null, void and of no effect insofar as the same purports to affect any interest in a Private Dwelling and its appurtenant undivided interest in Common Property, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Private Dwelling. Any instrument conveying, devising, encumbering or otherwise dealing with any Private Dwelling which describes said Private Dwelling by the Private Dwelling Unit Number assigned thereto in Exhibit "D", without limitation or exception, shall be deemed and construed to affect the entire Private Dwelling and its appurtenant undivided interest in the Common Property. Nothing herein contained shall be construed as limiting or preventing ownership of any Private Dwelling and its appurtenant undivided interest in the Common Property by more than one person or entity as tenants in common, joint tenants or as tenants by the entirety.

VI

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The Private Dwellings and Common Property shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established herein, as well as the "Declaration of Restrictions and Maintenance Covenants for Costa Del Sol" (Exhibit "B") hereto attached and made a part hereof, as well as those established by the condominium association charter, by-laws, and the rules and regulations now or hereafter promulgated, governing the use of said Private Dwellings, and Common Property.

VII

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

The Common Property shall be, and the same is hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of Private Dwellings in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said owners of Private Dwellings.

VIII

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any Private Dwelling shall encroach upon any Common Property for any reason not caused by the purposeful or negligent act of the Private Dwelling owner or owners or agents of such owner or owners, then an easement appurtenant to such Private Dwelling shall exist for the continuance of such encroachment unto the Common Property for so long as such encroachment shall naturally exist; and, in the event that any portions of the Common Property shall encroach upon any Private Dwelling, then an easement shall exist for the continuance of such encroachment of the Common Property into any Private Dwelling for so long as such encroachment shall naturally exist.

IX

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

Recognizing that the proper use of a Private Dwelling by any owner or owners is dependent upon the use and enjoyment of the Common Property in common with the owners of all other Private Dwellings, and that it is in the interest of all owners of Private Dwellings that the ownership of the Common Property be retained in common by the owners of Private Dwellings in the Condominium, it is declared that the percentage of the undivided interest in the Common Property appurtenant to each Private Dwelling shall remain undivided and no owner of any Private Dwelling shall bring or have any right to bring any action for partition or division.

X

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON PROPERTY APPURTENANT TO EACH PRIVATE DWELLING

The undivided interest in Common Property appurtenant to each Private Dwelling is that percentage of undivided interest which is set forth and assigned to each Private Dwelling, as described in Exhibit "E".

XI

EASEMENT FOR AIR SPACE

The owner of each Private Dwelling shall have an exclusive easement for the use of the air space occupied by said Private Dwelling as it exists at any particular time and as said Private Dwelling may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII

ADMINISTRATION OF THE CONDOMINIUM BY THE CONDOMINIUM ASSOCIATION

To efficiently and effectively provide for the administration of the Condominium by the owners of Private Dwellings, a non- profit, Florida corporation ("Association") has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-Laws of said corporation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "F" and "G" respectively. The owner or owners of each Private Dwelling shall automatically become members of the Association upon his, their or its acquisition of an ownership interest or title to any Private Dwelling and its appurtenant undivided interest in Common Property, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such Private Dwelling, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Private Dwelling shall be entitled by virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, said Association shall have and is hereby granted the

authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Private Dwellings and Common Property as the Board of Directors of the Association may deem to be in the best interest of the Condominium.

XIII

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO PRIVATE DWELLINGS

Each Private Dwelling is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees.

XIV

USE OF COMMON PROPERTY SUBJECT TO RULES OF ASSOCIATION

Subject to the provisions hereinabove set forth in Article XI, the use of Common Property by the owner or owners of all Private Dwellings, and all other parties authorized to use the same shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the Association.

XV

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTION AGAINST NUISANCES, ETC

No immoral, improper, offensive or unlawful use shall be made of any Private Dwelling or of the use of the Common Property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Private Dwelling shall permit or suffer anything to be done or kept in his Private Dwelling or on the Common Property which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake or permit any use or practice which shall create and constitute a nuisance to any other owner of a Private Dwelling, or which interferes with the peaceful possession and proper use of any other Private Dwelling or the Common Property.

XVI

RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any Private Dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such Private Dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of such Private Dwelling, if required by the Association, shall deposit under the control of the Association, a key to such Private Dwelling.

XVII

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any Private Dwelling for the purpose of performing any maintenance, alteration or repair to any portion of the Common Property, the owner of each Private Dwelling shall permit the duly constituted and authorized agent of the Association to enter such Private Dwelling for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY PRIVATE DWELLINGS

No owner of a Private Dwelling shall permit to be made any structural modifications or alterations in such Private Dwelling without first obtaining the written consent of Association, which consent may be withheld in the event that a majority of the Board of Directors of said corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the owner of any Private Dwelling involves the removal of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition which may affect any other Private Dwelling, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting Common Property located therein. No owner shall cause any improvement or changes to be made on the exterior of the building, including painting or other decorations, or the installation of electrical wiring, television antenna, machines on air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such Private Dwelling, without the written consent of Association first being had and obtained.

XIX

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

Association shall have the right to make or cause to be made such alterations or improvements to the Common Property which do not prejudice the rights of the owner of any Private Dwelling, provided the making of such alterations and improvements are approved by the Board of Directors of said Association and the cost of such alterations and improvements does not exceed $5000.00. Improvements and alterations costing in excess of $5000.00 shall not be made without the written approval of 2/3rds 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 Association, Association shall cause alterations or improvements to be made. The cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of Private Dwellings. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a Private Dwelling or Private Dwellings requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the Private Dwelling or Private Dwellings exclusively or substantially benefitted, and the assessment to be levied in such proportion as may be determined by the Board of Directors of Association.

XX

MAINTENANCE AND REPAIR BY OWNERS OF PRIVATE DWELLINGS

The owner of each Private Dwelling must promptly correct any condition which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another Private Dwelling owner. If the building or any other Private Dwelling owner should sustain damages because of another 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 Private Dwelling 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, telephone, sewage and sanitary service to his Private Dwelling and which may now or hereafter be situated in his Private Dwelling. 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 Private Dwelling. Wherever the maintenance, repair and replacement of any items for which the owner of a Private Dwelling 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 Association, the proceeds of the insurance received by 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 Private Dwelling 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.

XXI

MAINTENANCE AND REPAIR OF COMMON PROPERTY BY ASSOCIATION

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property for the furnishing of utility services to the Private Dwellings and said Common Property, and should any incidental damage be caused to any Private Dwelling by virtue of any work which may be done by Association in the maintenance, repair or replacement of any Common Property, the Association shall, at its expense, repair such incidental damage.

XXII

LIMITED COMMON PROPERTY

This Condominium has no Limited Common Property.

LAW OFFICES ZINN & REINBACH, P.A. 9000 MINIATURE BOULEVARD, MIAMI, FLORIDA

XXIII

PRIVATE DWELLING OWNER LIABILITY FOR LOSS-INSURANCE COVERAGE

Risk of loss or of damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) belonging to or carried on the person of each Private Dwelling owner, or which may be stored in any Private Dwelling, or in or upon Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any damages caused by the Association in connection with the use of the Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner; and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Private Dwelling or upon the Common Property.

XXIV

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

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

(A) Casualty Insurance covering all of the Private Dwellings 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 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 Private Dwellings, 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 Association in its sole discretion may determine from time to time to be in the best interests of Association and the owners of the Private Dwellings.

All liability insurance maintained by Association shall contain cross liability endorsements to cover liability of all

owners of Private Dwelling 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 Private Dwellings 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 Private Dwellings 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.

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 Private Dwelling, 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 of 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 Private Dwellings 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 Private Dwellings 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 Private Dwelling, 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 Private Dwelling or Private Dwellings, and his or their respective mortgagee or mortgagees, as their respective interests 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 Private Dwelling 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 Private Dwelling or Private Dwellings, 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 unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any Private Dwelling or Private Dwellings 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 Private Dwelling 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 Private Dwellings. 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 Private Dwellings 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 Private Dwelling 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 Private Dwelling bear to the total undivided interests in Common Property appurtenant to all Private Dwellings. 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 Private Dwellings as well as the Private Dwellings 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.

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 Private Dwellings 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.

XXV

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any Tax or Special Assessment against the Condominium as a whole as opposed to levying and assessing such Tax or Special Assessment against each Private Dwelling and its appurtenant undivided interest in the Common Property, as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by Association, and any such taxes or special assessments which are so levied shall be included wherever possible in the estimated Annual Budget of the Association, or shall be separately levied and collected as an assessment by Association against all of the owners of all Private Dwellings. If said taxes or special assessment are not included in said Annual Budget, the amount thereof shall be assessed against and paid by the Private Dwelling owners in amounts equal to their percentage interests in the Common Elements as above set forth. In the event that any Tax or Special Assessment shall be levied against the Condominium in its entirety without apportionment by the taxing authority to the Private Dwellings and appurtenant undivided interests in Common Property, then the assessment by Association, which shall include the proportionate share of such Tax or Special Assessment attributable to each Private Dwelling and its appurtenant undivided interest in Common Property, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessment, and the amount

of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any Private Dwelling and its appurtenant undivided interest in Common Property, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Private Dwelling and its appurtenant undivided interest in Common Property.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the Annual Budget of Association.

XXVI

TRANSFER OR LEASE OF PRIVATE DWELLINGS

No owner of a Private Dwelling 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 Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the owner of such Private Dwelling may have received for the purchase or lease of his said Private Dwelling. 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 Private Dwelling has received a bona fide offer to purchase or lease his Private Dwelling 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 10% of the purchase price or total rental, the owner of such Private Dwelling shall notify the Developer and Board of Directors of Association in writing, via U. S. 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 Private Dwelling, 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 Private Dwelling 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 Private Dwelling of the exercise by Developer or Association of the election to so lease or purchase said Private Dwelling, such notice to be in writing and sent via U. S. 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 Private Dwelling, then, upon notifying the owner of such Private Dwelling of the election to lease or purchase said Private Dwelling, 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 Private Dwelling 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 Private Dwelling 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 Private Dwelling 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 days 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 U.S. Certified or Registered Mail to both the Private Dwelling 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 apartment 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 dwelling. Any purchaser from such institution, upon acquiring title to the Private Dwelling, 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 Private Dwelling owner.

XXVII

ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

Association shall at all times maintain a register setting forth the names of the owners of all of the Private Dwellings, and in the event of the sale or transfer of any Private Dwelling to a third party, the purchaser or transferee shall notify Association in writing of his interest in such Private Dwelling, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Private Dwelling; and, further, the owner of such Private Dwelling shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any Private Dwelling and the recording information which shall be pertinent to identify the mortgage or mortgages.

The holder of any mortgage or mortgages upon any Private Dwelling may, if they so desire, notify Association of the existence of any mortgage or mortgages held by such party on any Private Dwelling, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

XXVIII

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

Association is given the authority to administer the operation and management of the Condominium. To properly administer the operation and management of the Condominium, Association will insur, for the mutual benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or non- recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "Common Expense." In furtherance of the grant of authority to Association to make levy and collect assessments to pay the costs of the common expenses, the following provisions shall be operative and binding upon the owners of all Private Dwellings, to-wit:

A. All assessments levied against the owners of Private Dwellings and said Private Dwellings shall be uniform, and, unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by Association against each Private Dwelling owner and his Private Dwelling shall be the percentages which are set forth in Exhibit "E" attached hereto.

Should Association be the owner of any Private Dwelling or Private Dwellings, the assessment which would otherwise be due and payable to Association by the owner of such Private Dwelling or Private Dwellings, reduced by the amount of income which may be derived from the leasing of such Private Dwelling or Private Dwellings by Association, shall be apportioned and assessment therefor levied ratably among the owners of all Private Dwellings which are not owned by Association based upon their percentage of interest as above set forth.

B. The assessment levied against the owner of each Private Dwelling and his Private Dwelling shall be payable in lump sum or in such installments and at such times as may be determined by the Board of Directors of Association.

C. The Board of Directors of Association shall establish an annual budget in advance for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of such annual budget by the Board of Directors of Association, copies of said budget shall be delivered to each owner of a Private Dwelling and the assessment for said year shall be established based upon such budget, although the delivery of a copy of said budget to each owner shall not affect the liability of any owner for assessments. Should the Board of Directors at any time determine in their sole discretion that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; or, in the event of emergencies, they shall have the authority to levy such additional assessment or assessments as they shall deem to be necessary.

D. The Board of Directors of Association, in establishing said annual budget for operation, management and maintenance of the project, shall include therein a sum to be collected and maintained as a reserve fund for replacement of Common Property, which reserve fund shall be for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the Common Property, as well as the replacement of personal property which may constitute a portion of the Common Property held for the

joint and common use and benefit of all of the owners of all Private Dwellings. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said Common Property. The amount collected and allocated to the Reserve Fund for replacements from time to time may be maintained in a separate account by Association, although nothing herein contained shall limit Association from applying any monies in such Reserve Fund for the replacements to meet other needs or requirements of Association in operating or managing the project in the event of emergencies, or in the event that the sums collected from the owners of Private Dwellings are insufficient to meet the then fiscal financial requirements of Association, but it shall not be a requirement that these monies be used for such latter purposes as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of Association in their sole discretion.

E. The Board of Directors of Association, in establishing said annual budget for operation, management and maintenance of the project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Private Dwellings, as a result of emergencies, or for other reason placing stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall be determined by the Board of Directors. In no event shall surplus or excess sums be construed as income to the Association, but will be a liability of the Association in favor of the Private Dwelling owners in accordance with their percentage of interest as set forth in Exhibit "E" attached hereto.

F. All monies collected by Association shall be treated as separate property of the said Association, and such monies may be applied by the said Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said corporation, and, as the monies for any assessment are paid unto Association by any owner of a Private Dwelling, the same may be commingled with the monies paid to the Association by the other owners of Private Dwellings. Although all funds and other assets of Association and any increments thereto or profits derived therefrom, or from the leasing or use of Common Property shall be held for the benefit of the members of Association, no member of said corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Private Dwelling. When the owner of a Private Dwelling shall cease to be a member of Association by reason of the divestment of his ownership of such Private Dwelling, by whatever means, Association shall not be required to account to such owner for any share of the funds or assets of Association, or which may have been paid to Association by such owner, as all monies which any owner has paid to Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

G. The payment of any assessment or installment thereof due to Association shall be in default if such assessment, or any installment thereof, is not paid unto Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of

10% per annum until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to Association.

H. The owner of owners of each Private Dwelling shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all assessments, regular or special, which may be levied by Association while such party or parties are owner or owners of a Private dwelling in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owing to Association, such owner or owners of any Private Dwelling shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a Private Dwelling may exempt himself from liability for any assessment levied against such owner and his Private Dwelling by waiver of the use or enjoyment of any of the Common Property or by abandonment of the Private Dwelling, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Condominium entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of Private Dwellings, and that the payment of such Common Expense represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each Private Dwelling, the Association is hereby granted a lien upon such Private Dwelling and its appurtenant undivided interest in Common Property, which lien shall secure and does secure monies due for all assessments now or hereafter levied against the owner of each Private dwelling, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common Property. The lien granted to 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 foreclosure of said lien, the Association shall be entitled to rental from the owner of any Private Dwelling from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said Private Dwelling, without notice to the owner of such Private Dwelling. The rental required to be paid shall be equal to the rental charged on comparable type of Dwelling Units. 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 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 Private Dwelling, or who may be given or acquire a mortgage, lien or other encumbrance thereon is hereby placed on notice of the lien granted to Association, and shall acquire such [illegible] upon its recording as provided hereinafter.

K. The lien herein granted unto Association shall be effective from and after the time of recording among the Public Records of the County in which the Condominium is located of a

claim of lien stating the description of the Private Dwelling encumbered thereby, the name of the record owner, the amount due and the 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. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessments against the Condominium as an entirety instead of levying the same against each Private Dwelling and its appurtenant undivided interest in Common Property, shall be prior in lien, right and dignity to the lien of all bona fide mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to the provisions of this Declaration of Condominium.

In the event that any person, firm or corporation shall acquire title to any Private Dwelling and its appurtenant undivided interest in Common Property by virtue of any foreclosure or judicial sale or through voluntary conveyance in lieu of foreclosure and judicial sale, such persons, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Private Dwelling and its appurtenant undivided interest in Common Property subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by taxing authorities against the Condominium in its entirety. In the event of the acquisition of a Private Dwelling by foreclosure or judicial sale, or through voluntary conveyance in lieu of foreclosure and judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Private Dwellings as a part of common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enfor[illegible] of collection of such payment by means other than foreclo[illegible].

L. Whenever any Private Dwelling may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, Association, upon written request of the owner of such Private Dwelling, shall furnish to the proposed lessee, purchaser or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Private Dwelling. Such statement shall be executed by any officer of the Corporation and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement.

In the event that a Private Dwelling is to be leased, sold or mortgage at the time when payment of any assessment against the owner of said Private Dwelling and such Private Dwelling due to Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to assessment.

In any voluntary conveyance of Private Dwelling, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it.

XXIX

TERMINATION

If this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of Resolution of the Board of Directors of Association to said effect and notice of the cancellation and termination hereof shall be executed by the president and secretary of Association in the recordable form, and such instrument shall be recorded in the Public Records of the County in which the Condominium property is situated. Upon termination of this Declaration of Condominium and the Plans of Condominium Ownership established herein, all of the owners of Private Dwellings shall be and become tenants in common as to the ownership of the Condominium property herein described and to any then remaining improvements thereon, and all personal property appurtenant thereto, the undivided interest in such property and remaining improvements held by the owner or owners of each Private Dwelling to be the same as the undivided interest in Common Property which was formerly appurtenant to such Private Dwelling as is set forth in Exhibit "E" attached hereto.

Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance proceeds which may be due under any policy or policies of casualty insurance to the owners of the Private Dwellings and mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each Private Dwelling in accordance with their then undivided interest in the Condominium property and remaining improvements as hereinbefore provided in Exhibit "E". Common surplus shall likewise be distributed to the Private Dwelling owners in accordance with their same percentages as are set forth in said Exhibit "E".

This Declaration of Condominium and the Plan of Condominium Ownership may only be terminated by the unanimous

consent of all of the owners of all Private Dwellings and all of the parties holding mortgages, liens or other encumbrances against any of said Private Dwellings, in which event the termination of the Condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of the County in which the Condominium property is located.

XXX

AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in Common Property appurtenant to each Private Dwelling, or alteration of the basis for apportionment of assessments which may be levied by Association in accordance with the provisions hereof (the percentages of interest as set forth in Exhibit "E"), in which said instances consent of all of the owners of all Private Dwellings and their respective mortgagees shall be required, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Private Dwellings in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president or other officer of Association in the absence of the president, who shall thereupon call a special meeting of the members of Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set forth such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two thirds (2/3rds) of the Private Dwellings in the Condominium in order for the amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the president and secretary of Association as having been duly adopted and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of the County in which the Condominium property is located within ten (10) days from the date on which the same become effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium.

Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the owners of all Private Dwellings, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting.

Notwithstanding anything to the contrary hereinabove set forth, the following provisions shall govern and prevail:

(a) Until the first Private Dwelling is conveyed by deed recorded among the Public Records of the County in which the Condominium property is located, the Declarer executing this Declaration shall have the sole right to amend, alter, change or modify the terms and provisions of this Declaration of Condominium except that no such amendment, alteration, change or modification in the percentage of ownership in Common Property appurtenant to each Private dwelling or alteration of the basis for apportionment of assessments which may be levied by the Association in accordance with the provisions hereof may be made without the written consent of all persons who have theretofore contracted to purchase a Private Dwelling in the Condominium.

(b) So long as the Lender is the holder of any mortgage on the Condominium property or on any Private Dwelling in the Condominium, no change, amendment, alteration or modification may be made to this Declaration of Condominium without its prior written consent and approval.

XXXI

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Private Dwelling shall be governed by and shall comply with the provisions of this Declaration of Condominium, the Declaration of Restrictions and Maintenance Covenants, the Articles of Incorporation, By-Laws of Association, and the Association's Rules and Regulations, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any Private Dwelling shall entitle Association or the owner or owners of other Private dwelling or Private Dwellings to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or the Declaration of Restrictions and Maintenance Covenants, or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of Association, or Association's Rules and Regulations, as any of the same are now constituted or as they may be amended from time to time shall be grounds for relief, which may include without intending to limit the same an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association, or, if appropriate, by an aggrieved owner of a Private Dwelling.

B. The owner or owners of each Private Dwelling shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests,

LAW OFFICES ZOHN & RHODAMER, P.A., [illegible]

employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies or rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any Private Dwelling, the successful party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

D. The failure of Developer, Association or of the owner of a Private Dwelling to enforce any right, provision, covenant or condition which may be granted by this Declaration or other abovementioned documents shall not constitute a waiver of the rights of the Developer or Association or of the owner of a Private Dwelling to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges reserved by or granted to Developer, Association or the owner or owners of a Private Dwelling pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other abovementioned documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

XXXII

USE OF ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM RULES AND REGULATIONS

All present or future owners, tenants, occupants or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration of Condominium and the Declaration of Restrictions and Maintenance Covenants, and the Association's Articles of Incorporation, By-Laws and Rules and Regulations, and the mere acquisition or rental of any Private Dwelling, or the mere act of occupancy of any Private Dwelling shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

XXXIII

RIGHTS OF DEVELOPER

(a) As to all of the unsold apartment units, the Developer shall have the absolute and continuing right to lease, sublease and/or sell or cause to be leased, subleased and/or sold, any of such units to any persons, firms or corporations upon any terms and conditions that it may desire; and as to the lease, sublease or sale of any such apartments, the right to approve or disapprove of any prospective buyer or lessee, or the right of first refusal; and any right of redemption which the Association may have by virtue of the provisions of the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, or of the within Declaration of Condominium, shall

not be operative in any manner. In addition, the Developer shall have the continuing rights of first refusal described in Article XXVI hereof ("Transfer or Lease of Private Dwellings.").

(b) The within Condominium is one of a number of condominium buildings constructed or to be constructed within the property, "Costa Del Sol", described on Exhibit "C" hereto attached and made a part hereof. These condominium buildings, estimated to contain approximately 800 townhouse condominium units, constitute a multi-phase condominium project. So long as the Developer has the right to sell or lease or cause to be sold or leased fifty (50) of the total number of apartments included within all of the condominium apartment buildings which are contemplated to be constructed within such designated property (Exhibit "C"), or on January 1, 1980, whichever date is the earlier, the Developer shall have the absolute right to designate, remove and replace at will a majority of the members of the Board of Directors of the Association. None of such Directors need be a resident of any of the Condominium apartment buildings. The plans which contemplate the development of this multi-phase condominium project are on file in the office of the Developer.

(c) The Developer shall be responsible for the pro rata share of all actual costs and expenses incurred in the maintenance and operation of the Condominium building for the number of apartments owned by the Developer from time to time. If the assessments imposed by the Association are in excess of the actual amount of the costs and expenses incurred, the Developer shall not be obligated to pay such excess. Neither Developer nor Developer's unsold apartments shall be liable for assessments for a general operating reserve or reserves for repairs or replacements.

(d) In conjunction with the creation, construction and development of the property described on Exhibit "C", the Developer may, but shall not be obligated to, cause the construction of other structures and facilities to be used and enjoyed by the owners of the properties in Costa Del Sol (Exhibit "C"). Such structures and facilities may not be a part of the condominium property or an appurtenance thereto, but may be owned and held by the Association for the use and benefit of the condominiums and the Private Dwelling Unit owners therein and other property owners within said Development and their guests, invitees and employees, as may be designated by Developer or Association. The maintenance of such common areas and facilities shall be governed by the provisions of the "Declaration of Restrictions and Maintenance Covenants" (Exhibit "B").

(e) In order to implement the provisions of this Article XXXIII, the Developer shall have the right to maintain appropriate signs in and upon the common property which the Developer, in its sole discretion and judgment, shall determine is appropriate; and the Developer shall have the right to do any and all acts and to cause to be done any and all acts which it in its sole judgment and discretion shall determine appropriate to implement the provisions of this Declaration of Condominium.

(f) No alteration, amendment or modification of the rights and privileges granted or reserved in favor of Developer by this Declaration may be made or accomplished except with Developer's written consent.

NOTWITHSTANDING ANYTHING SET FORTH IN SECTION XXIX, "TERMINATION", IT IS UNDERSTOOD THAT UNTIL THE FIRST PRIVATE DWELLING IS CONVEYED BY DEED RECORDED AMONG THE PUBLIC RECORDS OF DADE COUNTY, THE DECLAROR EXECUTING THIS DECLARATION SHALL HAVE THE SOLE RIGHT TO TERMINATE THIS DECLARATION OF CONDOMINIUM.

(g) Notwithstanding anything herein set forth to the contrary, the Developer shall have the right to construct town-houses, apartment houses, hotels, hotel apartments and other residential dwellings within "Costa Del Sol" (Exhibit "C") and own and hold title to same in a conventional manner or in the form of condominium ownership. At Developer's election and in its sole discretion, it may divide and/or subdivide any of such structures and sell and/or lease, and/or transfer, and/or maintain and operate such residential structures or portions thereof as rental units with or without hotel service. Any and all such activities shall be conducted in a lawful manner.

(h) The rights herein provided and/or reserved to the Developer may be assigned or transferred by Developer in whole or in part only by written instrument in recordable form, which instrument shall set forth therein the specific Developer's right or rights being assigned or transferred. The assignee of such right or rights shall have a like power of assignment and transfer, which, however, must be accomplished only in the same manner as hereinabove set forth. A transfer of any property owned by the Developer within "Costa Del Sol" (Exhibit "C") shall not, unless specifically spelled out in the document effecting such transfer or conveyance, in the manner hereinabove recited, operate as a transfer of Developer's rights herein granted or reserved.

(i) The Developer contemplates that Developer or its assigns will construct within "Costa Del Sol" (Exhibit "C") a private recreational facility ("Club") consisting of an eighteen (18) hole golf course, tennis courts, a swimming pool and clubhouse with related facilities. Memberships in the "Club" will be available on a non-exclusive basis to residents and non-residents of "Costa Del Sol" (Exhibit "C") upon the payment of membership fees, dues and other compensation as shall be established by the owner of the "Club". There is hereby reserved to the Developer or the owner and/or the operator of the said "Club" the right to place signs in, on, or about the "common areas" of "Costa Del Sol" (Exhibit "C"), as such "common areas" are defined in the Declaration of Restrictions and Maintenance Covenants (Exhibit "B"), as Developer or "Club" owner or operator, in their sole discretion and judgment, deem is necessary or appropriate in connection with the existence, maintenance and operation of such "Club".

XXXIV

ADDITIONAL ASSESSMENTS BY ASSOCIATION

The authority granted to Association under Article XXVIII to make assessments and have liens on the Condominium Private Dwellings to secure payment thereof is supplementary to and augments the rights of Association to make assessments and to have liens to secure same as are recited and set forth in the Association's Articles of Incorporation and By-Laws (Exhibits F and G) and the Declaration of Restrictions and Maintenance Covenants (Exhibit B).

XXXV

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXVI

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership.

XXXVII

DEFINITIONS

The words CONDOMINIUM, CONDOMINIUM PROPERTY and APARTMENT BUILDING and APARTMENT BUILDING PROPERTY, as well as CONDOMINIUM BUILDING, have been used synonymously herein.

In addition, the term BUILDING, although referred to in the singular, encompasses all of the different and separate buildings which will be constructed on the Condominium Property and which will comprise the various dwelling units of the Condominium.

The words COMMON PROPERTY and COMMON ELEMENTS have been used synonymously herein.

The words TOWNHOUSE, APARTMENT UNIT and PRIVATE DWELLING have been used synonymously herein.

The DECLAROR is the fee simple title holder to the real property upon which the Condominium Apartment Building has been or will be constructed. The DECLAROR is the DEVELOPER.

The term OWNER means the person, firm or corporation owning the fee simple title interest in any Private Dwelling.

The ASSOCIATION is COSTA DEL SOL ASSOCIATION, INC.

The LENDER who provided construction funds for the erection of the CONDOMINIUM, and who is referred to herein as LENDER, is SACKMAN-GILLILAND CORPORATION.

XXXVIII

VOTING RIGHTS OF MEMBERS

On all matters on which the membership of Association shall be entitled to vote, there shall be one vote for each Private Dwelling in the Condominium, which vote may be exercised by the owner or owners of each Private Dwelling in such manner as may be provided in the Articles of Incorporation and By-Laws of the Association. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwelings in the manner provided by said By-Laws.

XXXIX

DECLARATION OF CONDOMINIUM BINDING UPON DECLAROR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium and all of the other documents referred to herein are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Private Dwelling and its appurtenant undivided interest in Common Property and Common Surplus and this Declaration of Condominium shall be binding upon the parties hereto and their heirs, legal representatives

and successors and assigns, and upon all parties who may subsequently become owners of Private Dwellings in the Condominium, and their respective heirs, legal representatives, successors and assigns.

XXXX

MANAGEMENT OF FACILITIES AND COMMON AREAS OF COSTA DEL SOL

Association shall have and handle the management, maintenance and supervision of all of the "Common Areas" of Costa Del Sol (Exhibit "C"), as described in the Articles of Incorporation and By-Laws of Association, as well as the "Declaration of Restrictions and Maintenance Covenants" hereinbefore mentioned.

Every person, firm or corporation, by the act of acquiring fee title to a Condominium unit in Costa Del Sol, shall automatically become a member of said Association, assuming and being bound by its Charter, By-Laws and Rules and Regulations heretofore or hereafter promulgated or adopted, and each owner in addition acknowledges and agrees that said owner and his Private Dwelling shall be responsible for compliance with the aforementioned "Declaration of Restrictions and Maintenance Covenants" in every respect and the payment of such owner's pro rata share for the maintenance of the Common Areas and other property hereinabove described (where applicable), including, without limitation, taxes, insurance, utilities, repairs, replacements, upkeep, salaries, etc.

XXXXI

REGULATIONS WITH RESPECT TO PETS

(1) Pets shall be kept within a unit and not be permitted on any portion of the Condominium property except when adequately secured and restrained by a leash, and all such animals shall be walked in such areas designated by the Association so as to control the deposit of animal waste on the Condominium property.

(2) Pets are defined as domestic birds, cats and dogs only.

(3) All responsibility shall rest with the owner of the condominium unit visited for pets of visitors to the building.

(4) Each member owning any pet shall assume full responsibility for personal injuries or property damage caused by his pet, and each member hereby agrees to indemnity the Association and all other members and hold them harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of any harm, injury, or damage caused by such member's pet.

XXXXII

WATER AND SEWER CHARGES

The condominium property has a single meter for each building in the condominium gauging the use of water and sewage for such building. Each townhouse unit within each such building is responsible for an equal share of the cost of these services. Each townhouse condominium unit which has an outdoor

whirlpool spa has a separate water meter, and each such unit, in addition to paying its proportionate share of the master meter water and sewer charges, shall pay the cost of the water as measured by the individual whirlpool spa water meter.

IN WITNESS WHEREOF, the parties hereto have executed those presents this 20th day of May, 1974.

In the presence of:

Peggy Curry

Norma Pritchard

As to all parties

DECLARER:

COSTA DEL SOL GOLF & RACQUET CLUB, INC.

By [signature] (SEAL)
William W. Landa, President

Attest [signature] (SEAL)
Walter D. Turken, Secretary

ASSOCIATION:

COSTA DEL SOL ASSOCIATION, INC.

By [signature] (SEAL)
William W. Landa, President

Attest [signature] (SEAL)
Walter D. Turken, Secretary

STATE OF FLORIDA)

COUNTY OF DADE) SS:

BEFORE ME personally appeared William W. Landa and Walter D. Turken, respectively President and Secretary of COSTA DEL SOL GOLF & RACQUET CLUB, INC., a Florida corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of May, 1974.

Peggy Curry
NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE of FLORIDA at LARGE MY COMMISSION EXPIRES MAR. 25, 1978 BONDED THRU GENERAL INSURANCE UNDERWRITER

STATE OF FLORIDA)

COUNTY OF DADE) SS:

BEFORE ME personally appeared William W. Landa and Walter D. Turken, respectively President and Secretary of COSTA DEL SOL ASSOCIATION, INC., a Florida non-profit corporation, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of May, 1974.

Peggy Curry
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE of FLORIDA at LARGE MY COMMISSION EXPIRES MAR. 25, 1978 BONDED THRU GENERAL INSURANCE UNDERWRITER

COSTA DEL SOL CONDOMINIUM NUMBER ONE
LEGAL DESCRIPTION

A portion of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 of Section 29, Township 53 South, Range 40 East according to the plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, being particularly described as follows: Commencing at the Northwest corner of the East 1/2 of the NW 1/4 of Section 29, Township 53 South, Range 40 East; thence run N89°56'40"E along the North line of said Section 29 for 30.01 feet; thence run S01°30'32"E parallel to the West line of the said East 1/2 of the NW 1/4 of Section 29 for 114.81 feet to the Point of Beginning of the tract of land herein described; thence from the above established Point of Beginning run S01°30'32"E for 277.68 feet; thence run East for 117.23 feet; thence run S18°09'42"E for 198.91 feet; thence run N73°22'45"E for 69.92 feet; thence run South for 60.00 feet; thence run East for 25.00 feet; thence run N83°02'49"E for 206.52 feet; thence run S42°02'21"E for 164.27 feet; thence run S59°24'24"E for 30.08 feet to a point on a circular curve concave to the Southeast, said point bearing N39°33'46"W from the center of said curve; thence run Northeasterly along said curve to the right having for its elements a radius of 600.00 feet and a central angle of 20°30'03" for an arc distance of 214.68 feet; thence run N06°40'53"W for 353.16 feet; thence run N67°17'50"W for 318.69 feet; thence run N85°20'54"W for 382.26 feet; thence run N83°53'26"W for 90.06 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 7.44 acres of land, more or less.

EXHIBIT "A" TO

DECLARATION OF CONDOMINIUM

DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS FOR "COSTA DEL SOL"

THIS DECLARATION is made this 20th day of May 19 74 by COSTA DEL SOL GOLF & RACQUET CLUB, INC., a Florida corporation, hereinafter called "Developer", which declares that the real property described in Exhibit A, which is hereinafter called "COSTA DEL SOL", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

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

(a) "Maintenance Association" or "Association" shall mean and refer to Costa Del Sol Association, Inc., a Florida corporation not for profit, the Charter and By-Laws, copy of which are attached hereto and made a part hereof as Exhibits B and C, respectively.

(b) "Developer" shall mean and refer to COSTA DEL SOL GOLF & RACQUET CLUB, INC., its successors or assigns.

(c) "Costa Del Sol" shall mean and refer to the real property described in Exhibit A attached hereto.

(d) "Lot" shall mean and refer to any platted or unplatted lot or parcel; any property submitted to condominium ownership; and any individual condominium unit in any condominium on the property described in Exhibit A.

(e) "Owner shall mean and refer to the "Developer" or the record owner, whether one or more persons or entities, of any Lot which is a part of Costa Del Sol, including contract sellers, but not contract purchasers, until such purchaser acquires title to his lot; and

EXHIBIT B TO DECLARATION OF CONDOMINIUM

(f) "Common areas", for the purposes of these maintenance and restrictions covenants, shall, without limitation, include:

(i) All properties within Costa Del Sol conveyed to "Association", including entrance gates; all roads and rights of way; drainage structures, swales and other drainage facilities; trees, hedges, plants, shrubs and other planted and green areas; and all properties which are specifically designated as being subject to easements of whatever nature and purpose.

(ii) Property constituting the exterior parts of any condominium structures and property; i.e., exterior uncovered parking areas; exterior walls and building surfaces; roofs; gutters; downspouts; exterior boundary type walls; hedges; shrubs; grass; walks and other exterior construction and improvements, including green areas.

(g) "Country Club" or "Country Club Property" means the country club facility located in Costa Del Sol, including the club house, golf course, tennis courts, and all other related and appurtenant facilities, and the real property on which same are situated.

ARTICLE II

Property Subject to This Declaration

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida, and is legally described on Exhibit A attached hereto, all of which real property shall hereinafter be referred to as "COSTA DEL SOL".

ARTICLE III

Property Rights

Section 1. Title to Common Area. The Developer will convey and transfer to "Association" the title to the common areas described in Article I (f)(i), which property is

designed for the use and benefit of the owners of property in Costa Del Sol, and their guests, invitees and employees; subject to any mortgages for improvements to such common area parcel or parcels; and to taxes for the year of conveyance; and to restrictions, conditions, limitations and easements of records, as well as those easements heretofore or hereafter granted, created or reserved by Developer.

Section 2. Easements. There is reserved by and hereby granted to the Developer and Association the full unrestricted and perpetual easement of ingress and egress to, over, under, above and upon all of the above mentioned common areas, as well as those which constitute a part of the common property of any condominium, for the purposes of implementing, carrying into force and effect and enforcing the provisions of the within Declaration of Restrictions and Maintenance Covenants.

There is hereby reserved by and granted to every present and future owner of any lot in Costa Del Sol the full, unrestricted and perpetutal right and easement of enjoyment in and to the common areas defined in Article I for the uses and purposes for which such common areas were intended; provided, however, that the easements hereby granted or reserved insofar as they relate to property which constitutes a part of any condominium property shall be effective only in favor of the owners of such condominium property, the Developer and Association, and may not be exercised by any other owner.

The easements hereby reserved and granted shall be appurtenant to and pass with the title to every lot and constitute covenants running with the land; subject, however, to the following:

(a) The right of either the Developer or of the "Association" (in accordance with Association's Articles and

By-Laws), whichever holds title to the "Common Areas" at the time, to borrow money for the purpose of improving the "Common Areas" and in aid thereof to mortgage said properties; except that no part of any property which has been submitted to condominium ownership may be mortgaged by any person except the owner thereof.

(b) The right of the Developer and/or Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(c) The right of Developer and/or Association to dedicate or convey or transfer all or any part of the "Common Areas" defined in Article 1(f)(i) to "Association" and/or to any public agency, authority or utility;

(d) All provisions of this Declaration, any plat of all or any part of the property in "COSTA DEL SOL", and the Articles of Incorporation and By-Laws of "Association";

(e) Rules and regulations governing use and enjoyment of the "Common Areas" heretofore or hereafter promulgated by Developer and/or Association; and

(f) Restrictions contained herein or on any and all plats of all or any part of "Common Areas" or filed separately but in conjunction with such platting;

(g) The provisions of Section 1 of this Article III.

ARTICLE IV

The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as COSTA DEL SOL ASSOCIATION, INC. in accordance with the Articles of Incorporation, of which a copy is annexed hereto as Exhibit B and made a part hereof by reference. The Articles of Incorporation of said corporation and/or its By-Laws (heretofore or hereafter adopted) may, among other things, provide for the exercise of architectural control of improvements constructed in, on and about the COSTA DEL SOL property.

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 617.05 or statute of similar import.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 19th day of March 1974.

WILLIAM J. LANDA (SEAL)

ROBERT BOOKBINDER (SEAL)

WALTER TURKEN (SEAL)

STATE OF FLORIDA)

COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of March, 1974, before me, the undersigned authority, personally appeared WILLIAM J. LANDA, ROBERT BOOKBINDER 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.

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES DEC. 20, 1974
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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 LAND 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 53
South, Range 40 East, Dade County, Florida.

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 Member. The membership of this corporation shall constitute the persons named as subscribers in the Articles of Incorporation and/or their assigns.

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

EXHIBIT "G"
TO
DECLARATION OF CONDOMINIUM

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

MEETING 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 held and will be called by the president, or by written request of a majority of the members or by written request of not less than 50% 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.

E. Report of Treasurer.

F. Report of Secretary.

G. Report of Committees.

H. Election of Directors.

I. Transaction of other business mentioned in Notice.

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. The act of the majority of the members present at a meeting when a quorum is present shall be the act of the members.

ARTICL[illegible]

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,

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 Subscribers to the Articles 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 a

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 vacancy 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 interest 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

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 subcommittees 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 Committees' 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 at any special meeting of the members, a full and clear statement of the operation of the corporation and condition of the business.

ARTICLE VI

DEVELOPER AND OWNERS

The Owner/Developer of all of the property which constitutes Costa Del Sol is COSTA DEL SOL GOLF & 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 per 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 officers 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 permitted by law

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

Section 3. 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 4. 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 of an assistant secretary.

THE TREASURER

Section 5. 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 name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

Section 6. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings

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 sums 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

NOTICES

Section 1. Whenever under the provisions of the statutes or of the Certificate of Incorporation or of those 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 members.

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

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 noticeof 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 prodeeding 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

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, 1974.

WALTER TURKEN, Secretary

WILLIAM W. LANDA, President

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL RECORDS CONDOMINIUM PLAN BK. 37, PAGE 29
RICHARD P. BRINKER
CLERK CIRCUIT COURT
BY Carmen Alvarez D.C.

RICHARD P. BRINKER
CLERK CIRCUIT COURT

LAW OFFICES ... BAYNE BOULEVARD, MIAMI, FLORIDA

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each lot owned by it within the subject property, hereby covenants, and each Owner of any lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any special or regular assessments or charges for normal maintenance, repairs and operations; (2) any special assessments for capital improvements or major repair; and (3) exterior maintenance assessment (as set forth hereafter). Such assessments as fixed, established and collected from time to time as hereinafter provided, together with interest thereon from due date at the rate of 10% per annum and costs of collection thereof, including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the "Common Areas".

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents, and/or occupants or authorized users of the subject property, "COSTA DEL SOL", and, in particular, for the improvement and maintenance and repairs of the "Common Areas", including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Determination of Assessments. The Board of Directors of the Associaton shall fix the amount of all

regular (annual) and special assessments in accordance with the projected financial needs of the Association. All property within "COSTA DEL SOL" shall be assessed in a uniform manner for the payment of such assessments. The Board of Directors may, in its complete and sole discretion, exempt any of the lots or all the dwellings in any condominium with respect to such portion or portions of the assessment as are applicable to parcels of "Common Areas" not benefitting such lots or dwellings. As respects the property constituting the golf and country club, all assessments shall be subject to the following limitations:

(a) The property shall only be assessed for its share of expenses where such assessment has been uniformly applied to all of the non-exempt property within "COSTA DEL SOL"; and

(b) The country club property shall be liable for an assessment in a maximum amount which shall be equal to a percentage arrived at by dividing the total number of square feet of construction of the principal clubhouse building, excluding all areas outside of the perimeter bearing walls by a figure which is equal to the total number of square feet of all townhouse condominiums construction in "Costa Del Sol" plus the amount of square footage of the country club building. The square footage of all such townhouses shall be similarly determined as being that which is included within all perimeter bearing walls. The percentage so arrived at shall be multiplied by the total amount of the assessment, and the result thereof shall be the amount of the assessment payable by the owner of the country club facilities.

Nothing herein contained shall relieve the Developer from the payment of his fair share of any assessments which may be made as the same relates to any improved or unimproved property within "COSTA DEL SOL".

Section 4. Method of Payment. Assessments shall be payable in advance in lump sum or in periodic installments as

may be determined by said Board of Directors.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date and the amount of the assessment against each Lot for each assessment at least thirty (30) days in advance of such assessment date, and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assesment shall be sent to every owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessments: The Lien; Remedies of Association. If the assessments are not paid within fifteen (15) days from and after the date when due, such assessment shall then become delinquent and shall, together with interest thereon at the rate of ten percent (10%) per annum from the date of assessment until paid, and costs of collection thereof, including reasonable attorneys' fees, whether suit be brought or not, thereupon become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

The lien herein granted to the Association shall be effective from and after the time of recording among the Public Records of Dade County of a claim of lien stating the description of the lot which is subjected to the lien, the name of the record owner, the amount due and the date when

due, and the lien shall continue in effect until all sums secured by said lien shall have been fully paid.

The lien hereby granted to the Association may be foreclosed either in the manner in which a mortgage on real property is foreclosed; or, alternately, at the option of the Association, in the manner in which statutory liens on real property are foreclosed, or at the further option of the Association, by any other remedy available to the Association for the foreclosure and enforcement of the said lien. Upon full payment of the amounts secured by the lien, the party making payment shall be entitled to a recordable satisfaction discharging the lien as to such arrearages, interest and cost, provided that such satisfaction shall in no way diminish or extinguish the lien hereby created as to any other amounts to become due thereafter.

Section 7. Subordination of the Lien to Mortgages. 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; 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 lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any lot 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 any national or state bank, insurance company or state or federal savings and loan assocation, all of which must be licensed to do business in Florida.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) Any land conveyed to or dedicated and accepted by any governmental body or agency and devoted to public use;

(b) All of the "Common Areas" as defined in Article I hereof, except those common areas which constitute a part of the property which has been submitted to condominium ownership.

ARTICLE VI

Section 1. Miscellaneous Provisions - Restrictions, Etc.

(a) USE OF PROPERTY

The property subject to this Declaration may only be used for the uses and purposes permitted under the zoning classifications assigned to such property by Dade County, Florida, or such other governmental agency as may, from time to time, have jurisdiction thereof.

(b) NO TEMPORARY BUILDINGS

No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without written consent of the Developer or "Association".

(c) EASEMENTS FOR REPAIR, MAINTENANCE, ETC.

Perpetual easements in, on, under, over and above the subject property, "Costa Del Sol", are hereby reserved by the Developer for the creation, construction, reconstruction, maintenance and repair of canals, lakes, waterways, drainage structures, roads, rights of way and utilities, and such other uses and purposes as Developer may deem necessary or appropriate for the service of and to any and all parts of the subject property. The Developer reserves the exclusive right to assign to any person, firm or corporation, separately or as a whole, any and all of said easements and rights. Any wall, fence, paving, planting or other object constructed, installed or placed within the boundary of any property subject to any such easement by the owner of any property on which the easement lies shall be

removed, if required by the Developer or his assignee, at the expense of said owner. The Developer reserves the perpetual right of ingress and egress to and over any private property if necessary in order to exercise Developer's rights herein granted and reserved.

(d) NUISANCES

Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may be or may become a nuisance, such question shall be submitted in writing to the Association for a decision. Association's decision shall be in writing and shall be final and binding.

(e) SIGNS

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the subject property or on any structure thereon unless the Association has approved in writing the design, materials, lettering, size and location of said sign.

(f) PROPERTY TO BE MAINTAINED IN CLEAN CONDITION ETC.

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any owner shall fail or refuse to keep his demised premises clean and free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in areas designated by Developer or Association.

(g) PARKING

The use of any driveway parking area which may be in front of, adjacent to or part of any residential lot as a parking place for the parking of commercial vehicles, trucks, vans, boats, boat trailers and campers

(automotive vehicles with living accommodations) except entirely within the carporte of a townhouse unit is prohibited. The term "commercial vehicles" shall include all automobiles, trucks, and vehicular equipment which bear signs or shall have printed on same references to any commercial undertaking or enterprise.

(h) NO WALLS, FENCES, TELEVISION ANTENNAE, TREES, LANDSCAPING, ETC

No wall, fence, hedge, trees, shrubs, landscaping, television antennae, barbecue pit or any other structure of any nature or character whatsoever shall be placed, constructed, erected, maintained or permitted on the subject property, "Costa Del Sol", except with the express written permission of the Developer or Association. The Developer or Association shall establish uniform standads for such structures and installations. If Developer provides or arranges and/or contracts for a master television antennae system, all condominium private dwelling units must use such master system, and the cost for same as agreed to by Developer with any such corporation, firm, person or entity providing such service shall be obligatory on all condominium private dwelling units regardless of whether they avail themselves of such facilities.

(i) CLOTHES DRYING AREA, ETC.

No portion of the exterior of any building shall be used as a drying or hanging area for mops, rags, etc. or laundry of any kind. All such hanging and drying shall take place within the interior of a private dwelling unit or other building.

(j) EXTERIOR MAINTENANCE

If the Association in its sole judgment determines that the exterior of any lot (except the lot which constitutes the country club property and all of its facilities, i.e club house, , golf course, tennis courts,

swimming pool, etc.) is not being maintained properly, it may notify the owner of such lot in writing, specifying the nature of the condition to be corrected, and if the owner has not corrected same within thirty (30) days after date of said notice, the Association, in its sole option and election, may correct such condition. Such corrective measures may, without limitation, include the painting, repairing, replacing, etc. of roofs, gutters, downspouts, exterior walls and building surfaces, exterior boundary type walls, trees, shrubs, grass, walks, and other exterior improvements.

Section 1. Assessment of Costs. The cost of such work, service and materials shall be assessed solely against the lot upon which same is performed. Any such special assessment or charge shall be a lien on such property and the obligation of the owner thereof, and shall become due and payable in all respects together with interest, fees and the cost of collection, including reasonable attorneys' fees, as is hereinbefore provided for the other assessments of the Association.

Section 2. Access at Reasonable Hours. For the purpose of performing the services authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or exterior of any living unit at reasonable hours on any day except Saturday and Sunday. This section is supplementary to and not in limitation of the easement rights of Association hereinbefore provided.

ARTICLE VII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall be for a period of 99 years, and shall automatically be extended for successive, additional 99

year periods unless terminated or modified by the affirmative consent of the owner of the country club property and by a vote of two-thirds of the Association members at any meeting called and held for such purpose in the same manner as is provided for in succeeding Section 2 dealing with meetings of Association called to consider amendments to this Declaration.

Section 2. Amendments. An amendment or amendments to this Declaration of Maintenance Covenants may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by a majority of the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Maintenance Covenants being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the Association or other officer of Association in the absence of the president, who shall thereupon call a special meeting of the members of Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of Association, whether before or

after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than two thirds (2/3rds) of the members in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments shall be transcribed and certified by the president and secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Dade County, Florida, within ten (10) days from the date on which the same became effective; such amendment or amendments to specifically refer to the recording data identifying the Declaration of Restrictions and Maintenance Covenants. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the members of Association, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of Association at or prior to such meeting.

Section 3. Notices. Any notice required to be sent to any member or owner or the Developer or owner of the country club under the provisions of this Declaration shall be deemed to have been properly sent when sent via U. S. Certified or Registered Mail, postage prepaid, to the last known address of the person who appears as member or owner on

the records of the Association, and as respects the Developer and owner of the country club, at their last known addresses all as ascertained at the time of mailing.

Section 4. Covenants Running With the Land. The restrictions, provisions, agreements, covenants, and conditions set forth in this Declaration shall constitute an easement and servitude in and upon the lands described in Exhibit A and every part thereof, and they shall run with the land and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owner(s), and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce same thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of Developer and/or Association with respect to parties aggrieved by such failure.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these restrictions and covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7. Amendment and Termination - Developer and Country Club Owner. This Declaration of Maintenance

Covenants may not be terminated, nor may the same be amended if such amendment affects the rights of the Developer or the owner of the country club property, without their prior written consent and approval. Such written consent and approval shall be and constitute a part of the records of any instrument or other document which purports to terminate or otherwise amend the within Declaration.

Section 8. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed this 20th day of May, 19__.

WITNESS:

COSTA DEL SOL GOLF & RACQUET CLUB, INC.

By [signature] (SEAL)
William W. Landa, President

Attest: [signature] (SEAL)
Walter D. Turken, Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared William W. Landa and Walter D. Turken, who are the president and secretary, respectively, of COSTA DEL SOL GOLF & RACQUET CLUB, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration of Restrictions and Maintenance Covenants in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; and that as such officers they are duly authorized by said corporation to do so, and that the foregoing instrument is the act and deed of

said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of May, 1974.

Frances Rault
NOTARY PUBLIC

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

LAW OFFICES ZINN & KRIEGMAN, P.A., 8000 BISCAYNE BOULEVARD, MIAMI, FLORIDA

Tracts 1 and 2; and
Tracts 3 through 15 and Tracts 17 through 24 of FLORIDA FRUIT LAND CO. SUB. 1, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Dade County, Florida, all lying in Section 29, Township 53 South, Range 40 East, Dade County, Florida.

EXHIBIT A TO DECLARATION OF RESTRICTIONS
AND MAINTENANCE COVENANTS

This Exhibit B (Articles of Incorporation of Costa Del Sol Association, Inc.) is the same as Exhibit F to the Declaration of Condominium of which this Declaration of Restrictions and Maintenance Covenants for "Costa Del Sol" is a part (Exhibit B to the Declaration of Condominium), and said Articles of Incorporation are hereby incorporated herein and made a part hereof by reference as though set forth in full herein.

EXHIBIT B TO DECLARATION OF RESTRICTIONS
AND MAINTENANCE COVENANTS

This Exhibit C (By-Laws of Costa Del Sol Association, Inc.) is the same as Exhibit C to the Declaration of Condominium of which this Declaration of Restrictions and Maintenance Covenants for "Costa Del Sol" is a part (Exhibit B to the Declaration of Condominium), and said By-Laws are hereby incorporated herein and made a part hereof by reference as though set forth in full herein.

EXHIBIT C TO DECLARATION OF RESTRICTIONS
AND MAINTENANCE COVENANTS

Tracts 1 and 2; and
Tracts 3 through 15 and Tracts 17 through 24 of FLORIDA FRUIT LAND CO. SUB. 1, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Dade County, Florida, all lying in Section 29, Township 53 South, Range 40 East, Dade County, Florida.

EXHIBIT "C" TO DECLARATION OF
CONDOMINIUM OF COSTA DEL SOL

OR 8716 PG 499

Costa del Sol

Commission No. 7351

Condominium Number 01

Bldg. No.	Bldg. Type	Address
1	7	[illegible] Estero Avenue
2	[illegible]	[illegible] "
3	[illegible]	[illegible] "
4	7[illegible]	[illegible] "
5	[illegible]	[illegible] "
6	6	[illegible] "
7	[illegible]	[illegible] "
8	[illegible]	[illegible] "

CONDOMINIUM ONE

BUILDINGS 1 THROUGH 8, INCLUSIVE

MODEL TYPE	NO. UNITS PER MODEL TYPE	THE UNDIVIDED PERCENT OF INTEREST IN THE COMMON ELEMENTS (COMMON PROPERTY) APPURTENANT TO EACH PRIVATE DWELLING UNIT	TOTAL PERCENTAGE PER UNIT TYPE	THE MANNER OF SHARING COMMON EXPENSES AND OF OWNING COMMON SURPLUS WILL BE AS STATED BELOW
A(1)	4	1.21	4.84	*
A(2)	4	1.30	5.20	*
B	8	1.[illegible]	13.60	*
C	2	1.39	2.78	*
D	46	1.52	69.92	*
E	2	1.83	3.66	*

* Each Private Dwelling Unit will share equally in the common expenses of the condominium and in the ownership of the common surplus. The within condominium has 66 units, and, therefore, each Private Dwelling Unit will share 1/66th in the common expenses and own the same share of the common surplus.

As respects assessments made by the Association in pursuance of the Declaration of Restrictions and Maintenance Covenants, each unit will share as assessed by the Association, as provided in said Declaration of Restrictions and Maintenance Covenants and the Declaration of Condominium.

EXPLANATION

The following letters and numerical designations indicate the model type of apartment:

A(1) 2-bedroom, 2-bath, interior

A(2) 2-bedroom, 2-bath, end apartment

B 3-bedroom, 2-1/2 bath

C 2-bedroom, 2 bath

D 2 bedroom, 2-1/2 bath

E 2 bedroom, 2 bath.

The precise location, designation and description of each of the units of the condominium are reflected on the condominium survey, Exhibit "D". Where, on Exhibit "D" to the Declaration of Condominium, the model type apartment letter designation is followed by the letter "r", it means that this particular model has been flopped over from right to left or left to right as viewed from the front of the said unit.

EXHIBIT "E" TO

DECLARATION OF CONDOMINIUM

OFF 8716 PG 501

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 the 4th day of April, A.D., 1974.

Richard (Dick) Stone

SECRETARY OF STATE

corp -84
3-29-72

EXHIBIT F TO DECLARATION
OF CONDOMINIUM

SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

FILED

BK 8716 PG 502

APR 3 10 08 AM '74

SECRETARY OF STATE TALLAHASSEE, FLORIDA

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 12550 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.

ACKNOWLEDGEMENT: (MUST 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 relative to keeping open said office.

By [signature]
(Resident Agent)
WALTER TURKEN

BK 8716 PG 503

ARTICLES OF INCORPORATION

OF

COSTA DEL SOL ASSOCIATION, INC.

(A Corporation Not For Profit)

FILED

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, boundry walls, fences, trees, hedges, landscaping and green areas.

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

fences, swimming pools, docks, bulkheading, [illegible], sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in or on those 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 abl 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 pay no dividends, and shall distribute no part of its income to its members, officers or directors. The interest of a member of this corporation in the funds and assets of this corporation may not be assigned, hypothecated nor transferred 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.

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' group 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 proproperty 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

Law Offices Zinn & Brennan, P.A.

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 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 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

Law Offices Zinn & Reinhard, P.A.

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 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 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

pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any lot 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 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.

ARTICLE VI

SUBSCRIBERS TO ARTICLES OF INCORPORATION

The names and addresses of the Subscribers to these Articles of Incorporation are:

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

ARTICLE VII

OFFICERS

(a) The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of president and secretary. Officers shall be elected for one year terms in

accordance with the procedure 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 Bookbinder

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	12550 Biscayne Boulevard Miami, Florida 33161
Robert Bookbinder	9701 Costa Del Sol Blvd. Miami, Florida 33160
Walter Turken	12550 Biscayne Boulevard Miami, 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.

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 such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any 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 acti .. was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The

termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association, or that he had reasonable grounds for belief 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 good faith 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 investigative body before which such action, suit or proceeding is held, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(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.

ARTICLE XIV

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, 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

93R419093 1993 AUG 24 12:13

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF COSTA DEL SOL ASSOCIATION, INC.

OFF. REC. 16030 PG 0295

WHEREAS, the original developer intended to create a muliphase project 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, O.R. 8716, P. 450; Costa del Sol Condominium No. 2, O.R. 8716, P. 528; Costa del Sol Condominium No. 3, O.R. 8716, P. 607, Costa del Sol Condominium No. 4, O.R. 8716, P. 684, and by the Declaration of Restrictions and Maintenance Covenants for "Costa Del Sol", duly recorded in the Official Records Book of Dade County O.R. 14302, P. 443; and

WHEREAS, the Costa del Sol Association, Inc. is the entity responsible for the operation of all of the condominiums within the Costa del Sol project; and

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

WHEREAS the Amended By-Laws have been approved by the Association in accordance with the applicable provisions of the condominium documents concerning amendment to the By-Laws;

NOW, THEREFORE, the undersigned officers hereby certify that the amended By-Laws set forth in Exhibit "A" attached hereto are a true copy of the By-Laws for Costa del Sol Association, Inc. as approved in accordance with the requirements of the applicable condominium documents.

IN WITNESS WHEREOF, the Costa del Sol Association, Inc. has duly approved and executed the amended By-Laws this 5 day of August, 1993.

[CORPORATE SEAL]

COSTA DEL SOL ASSOCIATION, INC.

BY: Betty Golub
Betty Golub, President

ATTEST: Thomas W Bergen
Thomas W. Bergen, Secretary

WITNESSES:

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 acknowledgments, personally appeared Betty Golub, President and Thomas W. Bergen, Secretary respectively of the corporation named in the foregoing amendment, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of August, 1993.

Deborah S. Allman
TYPE OR PRINT NAME: Deborah S. Allman
NOTARY PUBLIC, State of Florida
At Large
My Commission Number Personally Known
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES: Apr. 2, 1995, BONDED THRU NOTARY PUBLIC UNDERWRITERS.

This Instrument Prepared By
EDO MELONI, ESQ
HYMAN & KAPLAN, P.A.
44 West Flagler St., 14th Fl.
Miami, FL 33130

lynn\costa-b.amd

96

OFF. REC. 16030 PG 0296

BY-LAWS OF COSTA DEL SOL ASSOCIATION, INC.

A corporation not for profit under the laws of the State of Florida

1. Identity. These are the By-Laws of Costa del Sol Association, Inc., (the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida for the purpose of administering certain condominiums located in Dade County, Florida, and known as Costa del Sol Condominiums (the "Condominiums").

Section 1.1 Principal Office. The principal office of the Association shall be One Costa del Sol Boulevard, Miami, Florida, 33172, or at such other place as may be subsequently designated by the Board of Directors.

Section 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, the Florida Condominium Act shall be referred to as "Act" these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declarations for the Condominiums, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

Section 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

Section 3.2 Special Meeting. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of all the voting interests of the membership of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special members' meetings may be called by ten (10%) percent of the voting interests of the Unit Owners of the Association to recall a member or members of the Board of Directors or as provided for in Section 9.1(a) (ii) hereof; which meetings shall be called and held in accordance with the terms and provisions of the Act and Section 4.3 hereof.

Section 3.3 Notice of Meeting; Waiver of Notice. Notice of a

DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 16030PG0297

meeting of members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on each of the Condominiums' Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) nor more than sixty (60) days prior to the date of the meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notice of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute each member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the voting interests of the entire membership. If any proposed meeting cannot be organized because a quorum has not been attained, (notwithstanding anything contained herein to the contrary) at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided) the presence either in person or by proxy of persons entitled to cast 33 1/3% of the voting interests of the entire membership shall constitute a quorum at such new meeting or meetings; it being intended that in the event a majority quorum cannot be obtained at any meeting of the members, that the quorum requirements be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned only. At such new meeting or meetings, if necessary, at which a quorum exists any business may be transacted which might have been transacted at the meeting originally called.

Section 3.5 Voting.

(a) Number of Votes. In any meeting of members, the Owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the

various Declarations, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declarations, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the voting interests of Unit Owners and not a majority of members themselves and shall further mean more than fifty (50%) percent of the then total authorized voting interests present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the various Declarations, or Articles, it shall mean such greater percentage of the voting interests of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit owners and filed with the Secretary of the Association. Such person need not be a Unit owner, nor one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Unit concerned. A Voting Certificate designating the person entitled to cast the vote for a Unit may be revoked if by a record owner of an undivided interest in the Unit. If a Voting Certificate designating the person entitled to cast the vote for Unit for which the Voting Certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until the Voting Certificate is filed, except if the Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of

DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 16030PG0299

authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

Section 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), specify the date, time and place of the meeting for which it is given and be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit Owners.

Section 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a reduced quorum as provided in Section 3.4 hereof is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. The notice of the newly scheduled meeting shall provide for among other things, that the quorum requirement has been reduced; and that a quorum shall be attained by the presence either in person or by proxy of persons entitled to cast 33 1/3% of the voting interests of the entire membership. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

Section 3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings and, if applicable, at other members' meetings, shall be:

(a) Call to order by President;

(b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Reading of minutes;

OFF. REC. 16030PG0300

(e) Reports of officers;

(f) Reports of committees;

(g) Appointment of inspectors of election;

(h) Election of Directors;

(i) Unfinished business;

(j) New business;

(k) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

Section 3.9 Minutes of Meeting. The minutes of all meetings of members shall be kept in a book available for inspection by members or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members shall be taken at a duly noticed meeting of members; except that any action may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members is required, such number of voting interests that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

Section 4.1 Membership. The affairs of the Association shall be governed by a Board consisting of twenty-eight (28) Directors, such number being equal to the total number of Condominiums at Costa del Sol, except as otherwise provided herein from time to time, upon the vote of the majority of the voting interests of the membership.

Section 4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors may be made by a

OFF. REC. 16030PG0301

nominating committee appointed by the Board of Directors and shall be made from the floor at the election meeting.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the voting interests of the members represented at the meeting) and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees for the vacancy to be filled. There shall be no cumulative voting.

(d) Each condominium shall be entitled to elect one Director as its representative upon the Board. The Director for each Condominium shall be elected by a majority of the votes constituting the membership of the applicable Condominium present at such meeting.

Section 4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships shall be filled by an Owner from the Condominium represented by the Director who is to be replaced.

(b) Subject to the provisions of the Act and of these By-Laws, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

(i) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board shall turn over to the Board any and all records of the Association in his or their possession, within 72 hours after the meeting.

(ii) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case each member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the Association in his or their possession, or proceed as described in subparagraph (iii) below.

(iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"), a petition for binding arbitration pursuant to the procedures of the Act. For purposes of this Section 4.3(c), the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take appropriate action pursuant to the Act. Any member or members so recalled shall deliver to the Board any and all records of the Association in his or their possession within 72 hours of the effective date of the recall.

(c) If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filing said vacancy may be held at any regular or special meeting of the Board of Directors. The vacancy filled shall be by a qualified person from the same Condominium which the former Director represented.

(d) In the event the total number of Directors is less than twenty-eight (28), then the elected Board shall assume its responsibilities as composed.

Section 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and

time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

Section 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at lest three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate and need not be recognized at any such meeting.

Section 4.7 Special Meetings. Special meetings of the Directors may be called by the president and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate and need not be recognized at any such meeting.

Section 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to be due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is specifically required by the Declarations, the Articles or these By-Laws.

Section 4.10 Adjourned Meetings. If at any proposed meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting.

Section 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the president (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

Section 4.13 Order of business. If a quorum has been attained, the order of business at Director's meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

Section 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 4.15 Action Without a Meeting. Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors of all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of Owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

Section 4.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominiums during the period between the meetings of the Board of Directors insofar as may

be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominiums, (b) to determine the Assessments or Special Assessments payable by the Unit Owners to meet the Common Expenses of the Condominiums, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Properties, or (d) to exercise any of the powers set forth in paragraph (g) and (p) of Section 5 below.

Section 4.17 Attendance. A Director who is present at any Directors' meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominiums and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declarations, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

(a) Operating and maintaining the Common Elements of each Condominium.

(b) Determining the expenses required for the operation of the Condominiums and the Association.

(c) Collecting the Assessments and Special Assessments from Unit Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements of Each Condominium.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Properties, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing, holding or otherwise acquiring Units or other property in the name of the Association or its designee for the use and benefit of its members.

(h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee.

(j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(k) Obtaining and maintaining adequate insurance to protect the Association, the Association Property, if any, and the Condominium Properties.

(l) Making repairs, additions and improvements to, or alterations of, the Condominium Properties, and repairs

to and restoration of the Condominium Properties in accordance with the provisions of the Declarations after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper to the sound management of the Condominiums.

(n) Levying fines where appropriate against Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.

(o) Purchasing or leasing Units for use by resident superintendents.

(p) Borrowing money on behalf of the Condominiums when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the voting interest of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of $20,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominiums pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file or which will affect such Unit Owner's Unit.

(q) Contracting for the management and maintenance of the Condominium Properties and authorizing a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, reenforcement of rules, and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of rules and the execution of contracts on behalf of the Association.

(r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use provided such use is the subject of a lease between the Association and the Unit Owner.

(s) At its discretion, initiating or authorizing voluntary binding arbitration of internal disputes arising from the operation of the Condominiums among Unit Owners, the Association, their agents and assigns in accordance with the rules of procedure promulgated by the Department of Business Regulation.

(t) Imposing a lawful fee in connection with the approval of the transfer, sale, lease, or sublease of Units.

(u) Subject to the prior consent of the Developer, which consent shall be required until December 31, 1999 or until Developer has conveyed a title to the last Condominium Unit to be built in Costa del Sol Project - Stage 2, or such earlier time, as may be determined in the sole discretion of Developer, to grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

(v) Exercising (i) all powers specifically set forth in the Declarations, the Articles, these By-Laws, and in the Act, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit under Florida Statutes, Chapters 607 and 617, (as they exist on the date hereof and as hereafter renumbered), as applicable, if not inconsistent with the Act.

(w) Levying Assessments for Common Expenses against Unit Owners for their share of the items in the budget, and/or Special Assessments for Common Expenses for emergencies for the Association.

(x) Maintaining a copy of each of the following, where applicable, which shall constitute the official records of the Association:

(1) The plans, permits, warranties, and other items provided by the Developer;

(2) A photocopy of the recorded declaration of each condominium operated by the Association and all amendments thereto;

(3) A photocopy of the recorded By-Laws of the Association and all amendments thereto;

(4) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

(5) A copy of the current rules of the Association;

(6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;

(7) A current roster of all Unit Owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;

(8) All current insurance policies of the Association and Condominiums operated by the Association;

(9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(10) Bills of sale or transfer for all property owned by the Association;

(11) Accounting records for the Association and separate accounting records for each Condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting

records shall include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the Unit Owner, the due date and amount of each Assessment, Special Assessment, if any, the amount paid upon the account, and the balance due.

(c) All audits, reviews, accounting statements, and financial reports of the Association or Condominiums.

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

(12) Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which the proxy was given.

(13) All rental records where the Association is acting as agent for the rental of Units.

The official records of the Association shall be maintained in the county in which the Condominiums are located and be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

6. Officers.

Section 6.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

Section 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

Section 6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. he also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of an association and as shall otherwise be prescribed by the Directors.

Section 6.4 Secretary. The Secretary shall keep the minutes of all the proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

Section 6.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

Section 6.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominiums or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

Section 9.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for each of the Condominiums (which shall detail all accounts and items of expenses and contain at

least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners and allocate and access expenses among the Unit Owners in accordance with the provisions hereof and of the Declarations. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Condominiums have, by a majority of the voting interests present at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of the Unit Owners has been called to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget, shall go into effect. The adoption of budgets for the Condominiums shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meetings. The meeting shall be open to Unit Owners, provided that such Unit Owners shall not have the right to participate and need not be recognized at such meeting.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against Unit Owners of a Condominium in any year exceeding one hundred fifteen (115%) percent of the voting interests to the Board of Directors, a special meeting of the Unit Owners of such Condominium shall be held within thirty (30) days or delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting of the Condominium for which the required Assessments exceed one hundred fifteen (115%) percent of such Assessments for the preceding year, the Unit Owners of such Condominiums shall consider and adopt a budget.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners of a Condominium in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any

OFF. REC. 16030PG0311

authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property and expenses which are unique to specific Unit Owners.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget in accordance with the requirements of Section 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for special meetings in Section 9.1(a), or propose a budget in writing to the members. If such budget is approved by a majority of the voting interests at the meeting or in writing, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

(c) Failure of Quorum or to Adopt Substitute Budget. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

Section 9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable calendar year annually in advance on or before December 20th preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly (or quarterly) installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the calendar year for which an amended Assessment is made shall be payable in as many equal installments as there are full months (or quarters) of the calendar year left as of the date of such amended Assessment, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

Section 9.3 Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declarations or the exhibits annexed thereto, as

the same may be amended from time to time, which charges may include, without limitation, charges for the use of the Condominium Properties or recreation areas, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and surcharges, fines and damages and other sums due from such Owner.

Section 9.4 Special Assessments for Emergencies. Special Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Special Assessment.

Section 9.5 Depository. The depository of the Association shall be such bank or banks in the County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments, Special Assessments, or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

Section 9.6 Acceleration of Assessment or Special Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Directors may accelerate the remaining installments of the Assessment or Special Assessment upon notice to the Unit Owner and the then unpaid balance of the Assessment or Special Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 9.7 Fidelity Bonds. To the extent required by law, fidelity bonds in the principal sum of not less than $10,000.00, for any officer or director shall be required by the Board of Directors for such officers who control or disburse Association's funds. The premiums on such bonds shall be paid by the Association as a Common Expense.

Section 9.8 Accounting Records and Reports. Written summaries of the records described in Section 5(x)(11) of these By-Laws, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(a) Cost for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Costs for recreation facilities;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Costs for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses; and

(j) General reserves, maintenance reserves and depreciation reserves.

Section 9.9 Application of Payment. All Assessment and Special Assessment payments made by a Unit Owner shall be applied as provided herein and in the Declarations or as determined by the Board.

Section 9.10 Notice of Meetings. Notice of any meeting where Special Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Special Assessments will be considered and the nature of any such Special Assessments.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declarations, the Articles or these By-Laws.

12. Amendments. Except as in the Declarations provided otherwise, these By-Laws may be amended in the following manner:

Section 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

Section 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the voting interests of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the voting

DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 16030PG0314

interests of all members of the Association represented at a meeting at which a quorum has been attained and by not less than two-thirds (66 2/3%) percent of the entire Board of Directors; or

(b) by not less than eighty (80%) percent of the voting interests of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than one hundred (100%) percent of the entire Board of Directors.

Section 12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declarations.

Section 12.4 Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted as an amendment of the Declarations and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declarations allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County; provided, however, no amendment to these By-Laws shall be valid unless the first page of the amendment to be recorded shows the book and page of the public records where the Declarations are recorded.

Section 12.5 Procedure. The By-Laws shall not be revised or amended by reference to its title or number only. Proposals to amend the By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, underlining and hyphens as indicative of words added or deleted shall not be used, but instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by law. See by law....for present text." Nonmaterial errors or omissions in the law process shall not invalidate an otherwise properly promulgated amendment.

13. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominiums. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the voting interests of the Units represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be

OFF. REC. 16030PG0315

furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws of the intent of any provision hereof.

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

RETURN TO: [illegible]

1985 JUN 11 AM 10:15 85R173947

OFF REC 12536 PG 12[illegible]

CODENSY

CERTIFICATE OF AMENDMENT TO BY-LAWS
OF
COSTA DEL SOL CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation

THIS IS TO CERTIFY THAT:

1. The attached writing is a true copy of a resolution amending the By-Laws of Costa Del Sol Association, Inc., a not for profit corporation which is the Association which directs the affairs of the following Condominiums: Costa Del Sol Condominium No. 1, a Condominium according to the Declaration of Condominium, filed June 28, 1974, in Official Records Book 8716, Page 450, at Clerk's File No. 74R-148194, the By-Laws of Costa Del Sol Condominium No. 2, a Condominium according to the Declaration of Condominium filed June 28, 1974, in Official Records Book 8716, Page 528 at Clerk's File No. 74R-148195, the By-Laws of Costa Del Sol Condominium No. 3, a Condominium according to the Declaration of Condominium filed June 28, 1974, in Official Records Book 8716, Page 606 at Clerk's File No. 74R-148196 and the By-Laws of Costa Del Sol Condominium No. 4, a Condominium according to the Declaration of Condominium filed June 28, 1974, in Official Records Book 8716, Page 684 at Clerk's File No. 74R-148197 of the Public Records of Dade County, Florida.

2. Said resolution was duly adopted by the majority vote of the directors present at a duly constituted meeting of the Board of Directors as required by Article XII of the By-Laws of the Declaration of Condominium.

3. The adoption of the resolution appears upon the minutes of the above mentioned meetings and is unrevoked.

EXECUTED AT Miami, Florida, this 5th day of May, 1985.

COSTA DEL SOL CONDOMINIUM
ASSOCIATION, INC.

By: [signature]
BETTY OLLIGES, President

SWORN TO and subscribed before me this 10th day of June, 1985

[signature]
Notary Public, State of Florida

My Commission expires: [illegible]

RETURN TO: Elizabeth A. Mercedes, Esq.
Krause & Reinhard, P.A.
10899 Sunset Drive
Miami, Florida 33173

OFF REC 12536 PG 1261

RESOLUTION

AMENDING THE BY-LAWS

OF

COSTA DEL SOL ASSOCIATION, INC.

BE IT RESOLVED by the Board of Directors of COSTA DEL SOL ASSOCIATION, INC. that Article XIV of the By-Laws shall be and are amended to read as follows:

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 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 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 fifteen percent (15%) ~~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 units 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. 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 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 the State of 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.

Attest: _____
Secretary

RICHARD P. BRUNNER
CLERK CIRCUIT COURT

1985 JUN 11 AM 10 15 85R173947

OFF REC 12536 PG 1200

RETURN TO: [illegible]

CONFORM

CERTIFICATE OF AMENDMENT TO BY-LAWS
OF
COSTA DEL SOL CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation

THIS IS TO CERTIFY THAT:

1. The attached writing is a true copy of a resolution amending the By-Laws of Costa Del Sol Association, Inc., a not for profit corporation which is the Association which directs the affairs of the following Condominiums: Costa Del Sol Condominium No. 1, a Condominium according to the Declaration of Condominium, filed June 28, 1974, in Official Records Book 8716, Page 450, at Clerk's File No. 74R-148194, the By-Laws of Costa Del Sol Condominium No. 2, a Condominium according to the Declaration of Condominium filed June 28, 1974, in Official Records Book 8716, Page 528 at Clerk's File No. 74R-148195, the By-Laws of Costa Del Sol Condominium No. 3, a Condominium according to the Declaration of Condominium filed June 28, 1974, in Official Records Book 8716, Page 606 at Clerk's File No. 74R-148196 and the By-Laws of Costa Del Sol Condominium No. 4, a Condominium according to the Declaration of Condominium filed June 28, 1974, in Official Records Book 8716, Page 684 at Clerk's File No. 74R-148197 of the Public Records of Dade County, Florida.

2. Said resolution was duly adopted by the majority vote of the directors present at a duly constituted meeting of the Board of Directors as required by Article XII of the By-Laws of the Declaration of Condominium.

3. The adoption of the resolution appears upon the minutes of the above mentioned meetings and is unrevoked.

EXECUTED AT Miami, Florida, this 5th day of May, 1985.

COSTA DEL SOL CONDOMINIUM
ASSOCIATION, INC.

By: _____
BETTY OLDIGES, President

SWORN TO and subscribed before me this 10th day of June, 1985

_____
Notary Public, State of Florida

My Commission expires: [illegible]

RETURN TO: Elizabeth A. [illegible], Esq.
Krause & Reinhard, P.A.
10899 Sunset Drive
Miami, Florida 33173

OFF REC 12536 PG 1261

RESOLUTION

AMENDING THE BY-LAWS

OF

COSTA DEL SOL ASSOCIATION, INC.

BE IT RESOLVED by the Board of Directors of COSTA DEL SOL ASSOCIATION, INC. that Article XIV of the By-Laws shall be and are amended to read as follows:

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 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 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 fifteen percent (15%) ~~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 units subject to assessments 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. 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 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 the State of 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.

Attest: _____
Secretary

RICHARD E. BRINKER
CLERK CIRCUIT COURT

OFF. REC. 16274 PG 0547

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.

Witness

BY: _____, President
(Seal)

Witness

ATTEST: _____, Secretary

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 17th day of February 1994 by President, 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~~ (_____) as identification and who did/did not take an oath.

_____ (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

L. C. SANCHEZ
MY COMMISSION # CC 300321
EXPIRES: June 18, 1997
Bonded Thru Notary Public Underwriters

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. 16274 PG 0548

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. 16274PG0549

EXHIBIT "A"

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

OFF. REC. 17755 PG 3965

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

W 105

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

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

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

OFF. REC. 17755 13969

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, 19 97.

COSTA DEL SOL ASSOCIATION, INC.

WITNESSES:

Eugene N. Berk

President

OFF. REC. 17755P03970

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

WITNESSES:

Secretary

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared EUGENE 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.

ROGER TODD

Notary's Name Printed/Typed

Notary Public, State of Florida at Large

My Commission No.:
My Commission Exp.:

OFFICIAL NOTARY SEAL
ROGER TODD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC553794
MY COMMISSION EXP. MAY 9,2000

This Instrument Prepared By:
EDOARDO MELONI, ESQUIRE
HYMAN & KAPLAN, P.A.
2701 Museum Tower
150 West Flagler Street
Miami, Florida 33130
(305) 371-4244

REF: 17755PG3971

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"

OFF. REC. 17755 3972

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. Pit Bulls ..... p. 16

OFF. REC. 17755913973

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).

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.

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.

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 318 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.

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.

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. The 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.

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.

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.

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.

3. 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.

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.

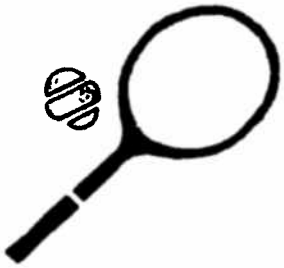
3.2.8 No animals are permitted in the pool or pool area.

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.

OFF. REC. 17755 PG 3983

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.

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.

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. 17755PG3986

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).

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 OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT