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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

**NOTICE TO PRESERVE AND REAFFIRM
 DECLARATION OF COVENANTS AND RESTRICTIONS OF
 THE MOORS PATIO HOMES**

KNOW ALL MEN BY THESE PRESENTS, that **THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC.** (hereinafter referred to as the "Association"), is a Florida not-for-profit corporation, whose post office address is c/o The Continental Group, Inc., 17321 NW 66th Court, Hialeah, FL 33015.

WHEREAS, the Association is the entity responsible for the administration, maintenance, repair and replacement of the property within The Moors Patio Homes community / subdivision pursuant to the Declaration of Covenants and Restrictions recorded on September 15, 1981 in Official Record Book 11213 at Page 1573, et. seq. in the public records of Miami-Dade County, Florida (hereinafter referred to as "the Covenants") and the amendments and supplements to the Covenants (all collectively referred to as the "The Moors Patio Homes Covenants") which are attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 712.06, Florida Statutes, a notice of the special meeting of the Board of Directors ("Board") which was held on July 27, 2011, at 6:30p.m. ("Meeting") was mailed to all members of the Association at least seven (7) days prior to the Meeting. A copy of the proof of notice affidavit which has been executed by the President of the Association is attached hereto as Exhibit "B"; and

WHEREAS, at the Meeting, at least two-thirds (2/3) of the members of the Board approved the preservation of The Moors Patio Homes Covenants and the recordation of this Notice to Preserve and Reaffirm in the Public Records of Miami-Dade County, Florida; and

WHEREAS, pursuant to Florida Statute Section 712.06, the Association desires to preserve and reaffirm The Moors Patio Homes Covenants recorded in Official Record Book 11213 at Page 1573, et. seq. in the public records of Miami-Dade County, Florida which affect the real property as set forth in the Legal Description(s) described in Exhibit "A", attached hereto and incorporated herein.

WHEREAS, the said The Moors Patio Homes Covenants were recorded for the mutual protection and benefit of all purported members of the Association and any successors or assigns who may from time to time acquire title in and to any of the aforementioned lots within The Moors Patio Homes, and any persons, corporations, or institutions who may from time to time hold mortgages encumbering and describing any of the aforementioned lots within The Moors Patio Homes; and

WHEREAS, nothing contained herein shall be construed to annul, waive, change or modify any of the restrictive covenants, conditions, agreements and provisions in The Moors Patio Homes Covenants in that this instrument shall only serve to preserve The Moors Patio Homes Covenants; and

NOW THEREFORE, in consideration of the foregoing, the Association files this Notice pursuant to Section 712.06, Florida Statutes, to preserve, reaffirm and protect The Moors Patio Homes Covenants from extinguishment by virtue of the Marketable Record Title Act and to extend same for an additional period of thirty (30) years from the date of this instrument.

IN WITNESS WHEREOF, the Association has executed this Notice this 27th day of July, 2011.

WITNESSES:

THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation

Davis Prado
Signature of Witness

By: [Signature]

Davis Prado
Print Name of Witness

Print Name: ANTONIO SANCHEZ

Title: President

[Signature]
Signature of Witness

By: Deborah Montes

Yanisset Solivera
Print Name of Witness

Print Name: Deborah Montes

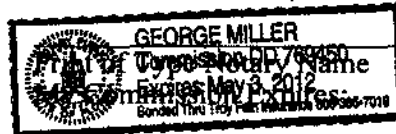
Title: Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27th day of July, 2011, by Antonio Sanchez, and Deborah Montes as President and Secretary, respectively, of THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or produced a Florida Driver's License as identification.

NOTARY PUBLIC AT LARGE

George Miller



This Document Prepared by:
Michael S. Chadrow, Esquire
Brough, Chadrow & Levine, P.A.
1900 North Commerce Parkway
Weston, FL 33326

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

THE MOORS PATIO HOMES

THIS DECLARATION is made this 12th day of September, 1971, by ARVIDA CORPORATION, a Delaware corporation authorized to transact business in Florida, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, 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) "Overall Association" shall mean and refer to THE MOORS MASTER MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

(b) "Patio Home Association" or "Association" shall mean and refer to THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

(c) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(d) "Common Areas" shall mean and refer to Tracts A-1 through U-1, inclusive, as shown on the plat of The Moors Section One, as recorded in Plat Book 118, Page 49, of the Public Records of Dade County, Florida, if not described above or in supplemental declarations hereafter recorded, or if not included as part of the abutting Lots, the unrip-rapped area (if any) between the top of slope and the water line of any lakes abutting The Properties which are included within the Development (which areas shall be owned by the Overall Association but maintained by the Patio Home Association; provided that if there is rip-rap from the water line to the rear yard area of any Lot, the Lot Owner shall maintain and repair such rear yard area and the rip-rap, whether or not part of such Owner's Lot), and such additional parcels of land within the Patio Home Sections of the Development as may from time to time be designated by Developer as Common Areas under these covenants and restrictions, each such designation to be by recorded instrument, provided that certain portions of the Tracts described above shall not be Common Area.

This instrument was prepared by
MARK B. DAVIS
OF THE LAW FIRM OF
GREENBERG, TRAUBER, ARONSON, HOFFMANN,
LIPOFF, QUENTEL & WOLFF, P. A.
1401 Brickell Avenue
Miami, Florida 33131

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to the extent such portions are governed by the Overall Association as Landscaping and Pedestrian Areas, canal rights-of-way or other Common Areas (all as defined in the Master Covenants for the Development recorded or to be recorded in the Public Records of Dade County, Florida); together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon.

(e) "Patio Home Sections" shall mean and refer to the property described in Exhibit A attached hereto owned by Developer and intended to be developed as patio homes in one or more phases under a common scheme as set forth herein.

(f) "Limited Common Areas" shall mean and refer to such portions of the Common Areas which are intended for the exclusive use (subject to the rights of Dade County and the public) of the Owners of specific Lots, and shall specifically include the mailbox structure and parking spaces serving the Lot which are located on the Common Areas, as designated by the Developer. Unless otherwise provided specifically to the contrary, reference to the Common Areas shall include the Limited Common Areas.

(g) "Lot" shall mean and refer to any Lot (but not any parcel designated as a Tract) within The Properties and any Lot shown upon any resubdivision thereof.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(i) "Member" shall mean and refer to all those Owners who are Members of the Patio Home Association as provided in Article III, Section 1, hereof.

(j) "Dominant Lot" shall mean and refer to a Lot entitled to use an Outdoor Living Area Easement over and upon an adjoining Servient Lot.

(k) "Servient Lot" shall mean and refer to a Lot subject to an Outdoor Living Area Easement in favor of an adjoining Dominant Lot. A Lot may be both a Dominant Lot and a Servient Lot as to different Outdoor Living Area Easements, but not as to the same such area.

(l) "Outdoor Living Area Easement" shall mean and refer, except as provided below, to the area of a Servient Lot enclosed by a masonry wall or fence or masonry walls or fences and the blank building wall (that is, a portion of a building wall without doors or windows except as installed by Developer) which faces a Dominant Lot but is fenced or walled off from the remainder of the Servient Lot, provided that with respect to certain Lots where patio homes are constructed with blank building walls and masonry walls or fences facing similar blank building walls or masonry walls or fences

of adjacent Lots, the area lying between such blank walls and masonry walls or fences of such adjacent Lots shall be subject to an Outdoor Living Area Easement in favor of one or the other of such Lots, as designated by Developer in the survey delivered to the Owner by the Developer at closing, and with respect to such area, from and after such closing, the Lot designated as being entitled to use such Outdoor Living Area Easement shall be deemed to be a Dominant Lot, and the Lot designated as being subject to such Outdoor Living Area Easement in favor of that Dominant Lot shall be a Servient Lot, for all purposes set forth in this Declaration. The boundaries of the servient portion of a Lot when not indicated by a masonry wall or fence shall be determined by an invisible continuation of the center line of an existing masonry wall or fence to the front or rear property line; or by an invisible line perpendicular to the corner of a blank building wall where no masonry wall or fence exists; or where one front or rear property line shall fall within the blank building wall, an extension of the adjoining Lot property line to the blank building wall.

The final boundaries of the servient portions of all Lots and the servient portions of adjacent Lots, with respect to which particular Lots are Dominant Lots, whether or not covered by the above textual descriptions, shall be determined by the aforesaid surveys delivered at closing.

(m) The "Development" shall mean and refer to all that real property more particularly described on Exhibit B attached hereto owned by Developer and intended to be developed under a common plan as a contiguous multi-use project.

(n) "Developer" shall mean and refer to Arvida Corporation, its successor and such of its assigns as to which the rights of Developer hereunder are specifically assigned, provided always, however, that if such rights of Developer are so assigned, no amendment may be made to this Declaration without the prior written consent of Arvida Corporation as long as Arvida Corporation owns any property within the Development. This paragraph may not be amended.

ARTICLE II

Property Subject to this Declaration:
Additions Thereto

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

All of THE MOORS SECTION ONE, according to the Plat thereof recorded in Plat Book 118, Page 49 of the Public Records of Dade County, Florida,

all of which real property, and all additions thereto, is herein referred to collectively as "The Properties". Developer may from time to time bring other land under the provi-

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sions hereof by recorded supplemental declarations (which shall not require the consent of Owners or the Patio Home or Overall Association or any mortgagee) and thereby add to The Properties. It is the present intention of the Developer that all real property within the Patio Home Sections shall eventually be made a part of The Properties as a common scheme and, accordingly, reference herein to The Properties should be deemed to be reference to all of the Patio Home Sections where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop future portions of the Patio Home Sections under such common scheme nor to prohibit Developer from rezoning and changing the development plans with respect to such future portions and/or adding additional or other property to the Patio Home Sections and The Properties under such common scheme. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by Developer and shall evidence such consent in writing if requested to do so by Developer at any time.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Patio Homes Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. The Patio Home Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within the Patio Home Sections has been sold and conveyed by Developer, or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Patio Home Association).

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations,

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Management Contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

Property Rights in the Common Areas; Other Easements

Section 1. Members Easements. Except for Limited Common Areas above specified, each Member, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the roadways from time to time laid out on the Common Areas, for use in common with all other such Members, their tenants, agents and invitees. The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of the same as common open space in such manner as may be regulated by the Association.

Such rights of use and enjoyment are hereby made subject to the following:

(a) Easements over and upon the Common Areas in favor of the Overall Association and all other associations governing certain other lots within the Development.

(b) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded by Developer.

(c) The right of the Association to suspend the voting rights and right to use the recreational facilities (if any) of an Owner and his designees for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on the Common Areas.

(e) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as provided in Article VIII hereof. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The employees of the Developer and their families shall have the right to use all Common Areas, including recreation facilities (if any), in perpetuity.

(g) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted users' immediate families who reside with them, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(h) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon.

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Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities) situated on the Common Areas, all such work to be done as ordered by the Board of Directors of the Association. The Association shall also maintain certain portions of the front-yard landscaping of each Lot, and may be required to maintain and repair other portions of the Lots and improvements constructed thereon, in the manner contemplated in Article VI, Section 3 hereof, and easements are hereby reserved in favor of the Association and its designees to effect such maintenance and repairs. The Owner shall be responsible, however, for the maintenance, replacement and repair of the Limited Common Areas, and all paving, landscaping (except portions to be maintained by the Association), structures and improvements located on his Lot. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section 3 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. In order to effect economies of scale, the Overall Association, on behalf of itself and/or the Association and/or other affected associations, shall have the power to incur, by way of contract or otherwise, expenses general to the Development, or appropriate portions thereof, and the Overall Association shall then allocate portions of such expenses among the Overall Association, the Association and other affected associations based on the relative amount of property governed by the Overall Association, the Association and other affected associations and the size and type of improvements located thereon. The portion so allocated to the Association shall be deemed a general expense, collectible through assessments against Lots. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his rights to use the Common Areas.

Section 4. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer, its successors and assigns shall have a perpetual easement in the Common Areas for the installation and maintenance of community and/or CATV lines, equipment and material and other similar underground television and radio cables for service to the Lots.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 6. Limited Common Areas. At the time that title to a Lot is conveyed to an Owner thereof, the Developer shall be deemed to have vested in such Owner, as an appurtenance to the Lot (and not separately alienable therefrom), the exclusive right to use (but not title to)

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the Limited Common Areas (as defined in Article I), subject always, however, to the rights, if any, of Dade County and the public with respect thereto. The Developer, from time to time, may add to the Limited Common Areas by recorded supplemental declaration. Maintenance and repair of the Limited Common Areas shall be effected by the respective Owners as specified in Section 3 hereof.

Section 7. Ownership. The Common Areas (except for the Limited Common Areas) are hereby dedicated to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties. The Common Areas (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Patio Home Sections has been conveyed by Developer (or at any time and from time to time sooner at the sole election of the Developer), be conveyed or to be conveyed to the Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Common Areas (whether or not then conveyed or to be conveyed to the Association), such maintenance to be in a continuous and satisfactory manner without cost to the general taxpayers of Dade County. It is intended that all real estate taxes against that portion of the Common Areas owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property on such tracts, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas or elsewhere that Developer elects to build, and to use the Common Areas for sales, displays and signs during sales of any portion of the Development.

Section 8. Other Easements. The Owner of each Lot shall have an easement of access over and upon other Lots and the Common Areas for the purpose of allowing such Owner access to maintain and repair air-conditioning compressors, air-conditioning equipment, meters and other equipment serving such Owner's Lot which may be located on such other Lots and/or the Common Areas, if any. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots.

ARTICLE V

Outdoor Living Area Easements

Section 1. Creation of Easements. Each Owner of a Dominant Lot, and each tenant, agent and invitee of such Owner, shall have a permanent, perpetual and exclusive easement for the sole and exclusive use as an outdoor living area of the Outdoor Living Area Easement (as defined in

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Article I hereof) over and upon the Adjoining Servient Lot. The right to use such easement shall be appurtenant to and shall pass with the title to the Dominant Lot.

Section 2. Maintenance. Each Owner of a Dominant Lot shall keep the Outdoor Living Area Easement appurtenant to such Dominant Lot maintained and landscaped. Except as provided in Article I (1), the Owner of each Lot shall be responsible, however, for the repair, maintenance and replacement of all portions and sides of the masonry wall or fence or building wall on or bounding that Owner's Lot, and shall have the right to enter on the Outdoor Living Area Easement for the purposes of effecting such repair, maintenance and replacement. Notwithstanding the responsibility of the Owner of the Lot for maintenance of such walls and/or fences, the Owner of a Dominant Lot shall have the right, but not the obligation, to paint and refinish from time to time the masonry wall or fence and blank wall facing the Dominant Owner's Lot, provided that the color and exterior finish, including type of paint or stain, of such masonry wall or fence or building wall shall not be changed without the consent of the Owner of the Servient Lot and approval by the Architectural Control Board in accordance with Article VII, Section 11.

Section 3. Improvements. The Owner of the Dominant Lot shall not be entitled to construct or install any improvement on the Outdoor Living Area Easement that would in any way increase the ad valorem real estate tax assessment of the Servient Lot.

Section 4. Illustration. A typical arrangement of Outdoor Living Area Easements and their relationship to illustrative Dominant Lots and Servient Lots are shown on the architect's sketch attached hereto and made a part hereof as Exhibit C. This sketch is not intended to depict any particular Lot or group of Lots, inasmuch as the actual extent of each Outdoor Living Area Easement will be determined by the construction of the blank walls and masonry walls or fences on such Lot; however, the attached exhibit is illustrative of certain of the arrangements.

ARTICLE VI

Patio Home Association-Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided in Section 11 of this Article VI, the Developer, for all Lots within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the appropriate Association annual assessments or charges for the maintenance, management, operation and insurance of the Common Areas as provided in Article IV hereof, including such reasonable reserves as the Association may deem necessary, capital improvement assessments as provided in Section 4 hereof, assessments for maintenance as provided in Section 3 hereof and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the

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exclusion of others and other charges against specific Lots as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Common Areas as provided in Article IV hereof, for maintenance as provided in Section 3 hereof, for capital improvements as provided in Section 4 hereof, or to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants.

Section 3. Exterior Maintenance. The Association shall maintain the landscaping area in the front portion of each Lot from the front property line to the imaginary line corresponding to the front of the patio home constructed on the Lot, provided such area is accessible, generally, and provided, specifically, that such landscape areas enclosed by masonry walls or fences constructed by Developer (whether opened or shut) and such walls or fences themselves shall be maintained by the Owner of the Lot. Expenses attributable to such maintenance performed by the Association shall be deemed general common expenses. The Owner shall maintain the structures and all other grounds on each Lot and his Limited Common Areas at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days' written notice sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation located on the Lot which the Owner is responsible to maintain cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants in any such area removed from such Lot, and replaced, and may have any such portions of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charged against the Lot on which the work was done and the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

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Section 4. Capital Improvements. Funds in excess of \$20,000 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article VI shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the appropriate Association.

The assessment amount may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The assessment shall be for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment under Section 4 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period at least thirty (30) days in advance of such date or period, 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 assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

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

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments are not paid on the date(s) when due (being the date(s) specified in Section 5 hereof), then such assessments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the property on which the assessments and late charges are unpaid or may foreclose the lien against the property on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In addition to the rights of collection of assessments stated in this Section 7, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

It shall be the legal duty and responsibility of the Association or the Overall Association (as hereinafter contemplated) to enforce payment of the assessments hereunder. Failure of the Association or the Overall Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article VI shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Lot) to any institutional lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 8 shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article VI shall be inferior to liens for assessments of the Overall Association.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

Section 10. Collection of Assessments. The Overall Association shall collect the assessments of the Patio Home Association, upon certification by the Patio Home Association to the Overall Association from time to time (but at least 30 days prior to each applicable assessment period) of the amount of its assessment with respect to each Lot, together with the assessments due the Overall Association in a lump sum. In the absence of such certification, the Overall Association shall assume that the assessments due the Patio Home Association with respect to any particular Lot are the same as the assessments previously imposed against such Lot in the last previous assessment period for which a certification was given. The Overall Association shall pay sums collected by it as agent for the Patio Home Association to the Patio Home Association within 30 days of the receipt thereof. In the event that only a portion of the lump sum assessments are collected, the amount collected shall be applied first to the assessments of the Overall Association and then to the Patio Home Association.

The Overall Association may, at any time and from time to time, cease collecting the assessments due the Patio Home Association upon sixty (60) days' prior written notice to the Patio Home Association (whereupon it shall be the duty of the Patio Home Association to make such collections) and may, at any time and from time to time thereafter, again elect to make such collections as provided herein, all at the sole option of the Overall Association.

Section 11. Effect on Developer: Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses (exclusive of reserves and management fees) of the Association. Developer may at any time and from time to time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 12. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 13. Specific Damage. Owners (or their children) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

ARTICLE VII

Certain Rules and Regulations

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of The Properties, as described in Article II, but shall not be applicable to the Developer.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family patio home dwelling not to exceed two stories in height. Temporary uses by Developer for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer (except if made by the Developer) without the consent of the Architectural Control Board as provided herein.

Section 3. Opening Blank Walls; Removing Fences. No Owner shall make or permit any opening to be made in any blank wall (except as installed by Developer) or masonry wall or fence bounding an Outdoor Living Area Easement. No

such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of the Owner of the adjoining Dominant Lot, Developer and the Architectural Control Board. Developer shall have the right but not be obligated to assign all of its rights and privileges under this Section 3 to the Association.

Section 4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. Miami-Dade Water and Sewer Authority, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, the Association, the Overall Association and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the plats. Developer, its successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae radio and television lines. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 6. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any houses built in these subdivisions or any ancillary building.

Section 7. Signs. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than five (5) square feet advertising the property for sale or for rent (in locations and in accordance with design standards approved by the Architectural Control Board), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home or on any fences or The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except such as are placed by the Developer.

Section 8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable rules and regulations.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 11. Architectural Control. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board noted below and all necessary governmental permits are obtained. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which is the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it feels necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board (a Committee appointed by the Board of Directors of the Association) is composed initially of:

Ray Reagan
William H. Hirschson
Hector Valdivia

and the address of said Board is, until changed, in care of Arvida Corporation, Penthouse Suite, 5400 South Redland Boulevard, Miami, Florida. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death

disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same, or else the request shall be deemed approved. Members of the Board shall be appointed by the Board of Directors of the Association as a committee thereof.

Anything to the contrary herein notwithstanding, any approval of the Architectural Control Board shall be subject to veto by the Architectural Control Committee of the Overall Association (the "Committee") as provided in the Master Covenants. Accordingly, all submissions to the Architectural Control Board hereunder shall be accompanied by an identical submission to the Committee and all approvals or deemed approvals shall first be submitted to the Committee for approval or rejection before being delivered or permitted to occur.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or to construction activities conducted by the Developer.

Section 12. Exterior Appearance and Landscaping. The paint, coating, stain and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The Lot landscaping (except for the portion to be maintained by the Association), including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by Developer, unless the prior approval for any change, deletion or addition is obtained from the Architectural Control Board.

Section 13. Commercial Trucks, Trailers, Carports and Boats. No trucks or commercial vehicles, or carports, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, nor in dedicated areas, unless the Developer designates specifically certain spaces for some or all of the above. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vans for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer. No on-street parking shall be permitted.

Any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of

the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers.

Section 14. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 27 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 15. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of The Premises.

Section 16. Canal Front or Lakefront Property. As to all portions of The Premises which have a boundary contiguous to a canal right-of-way ("Canal") or any lake within the Development, the following additional restrictions shall be applicable:

(a) No Boat-lift, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained in the course of the Canal or lake unless created by the Developer, subject to any and all governmental approvals and permits that may be required.

(b) If required by applicable governmental agencies, the Overall Association shall be responsible for the maintenance of the Canal shoreline and Canal easement area, and for the water quality and level of all areas adjacent to the edge of water, in accordance with the provisions of the Master Covenants for the Development entered into by the Overall Association. The Overall Association shall be responsible to maintain the area between the edge of water and top of slope of such lakes, although owned by the Overall Association, except as provided in Article 10(d) with respect to rip-rapped areas abutting rear yards of Lots.

(c) All restrictions contained in the Master Covenants for the Development with respect to the Canals and lakes are incorporated herein by this reference. Without limiting the generality of the foregoing, no parking or vehicular use of the Canals, and no such parking or use of lake shore or shore areas shall be permitted.

Section 17. Unit Air Conditioning and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

Section 18. Exterior Antennas. No exterior antennas shall be permitted on any Lot or improvement thereon, except that Developer shall have the right to install and maintain

community antenna, microwave antenna, dishes, satellite antenna and radio and television lines.

Section 19. Chain Link Fences. No chain link fence shall be permitted on any lot or portion thereof, unless installed by Developer during construction periods.

Section 20. Leases. No portion of a Lot and dwelling unit (other than an entire Lot and dwelling unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Master Association Covenants or other applicable provisions of any agreement, document or instrument governing the Properties or administered by the Association or the Overall Association. Leasing of Lots and dwelling units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and dwelling units shall be required to place in escrow with the Association the sum of \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

Section 21. Additional Rules and Regulations. Attached hereto as Schedule A are certain additional rules and regulations of the Association which are incorporated herein by this reference and which may be modified, in whole or in part, at any time by the Board.

ARTICLE VIII

Enforcement

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas of defaulting Owners.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or

employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least 6 days' notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Overall Association, the Patio Home Associa-

to the provisions of the Master Covenants for the Development recorded or being recorded by Developer, and in the case of any conflict, the Master Covenants shall take precedence over this Declaration. Without limiting the generality of the foregoing, this Declaration is specifically made subject to the terms of Article VIII of such Master Covenants, which Article is incorporated herein by this reference. This Section may not be amended.

Section 8. Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

Section 9. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 10. Resale Restrictions. No Owner may sell or convey his interest in a Lot unless all sums due the Association and the Overall Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

Section 11. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the sole and unfettered opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

EXECUTED as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

ARVIDA CORPORATION

[Handwritten signature]

[Handwritten signature]

By: *[Handwritten signature]*

President

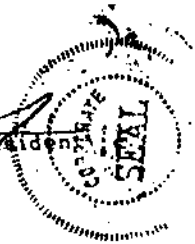



EXHIBIT A

11213-1594

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, this 10th day of September, 1977, by Richard P. West Vice President of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

Richard P. West
NOTARY PUBLIC, State of
Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 17 1983
BONDED THREE GENERAL INS. UNDERWRITERS

22

EXHIBIT A

EXHIBIT "A"

(NORTH 1/2 PARCEL "C")

A portion of Section 12, Township 52 South, Range 40 East, "CHAMBERS LAND COMPANY SUBDIVISION", according to the plat thereof as recorded in Plat Book 2 at Page 27 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 12 and run South 87 degrees 45 minutes 07 seconds East, along the North line of said Section 12 for 1172.51 feet; thence South 0 degrees 06 minutes 37 seconds East, along a line East of and parallel with the West line of said Section 12 (also being the Easterly Right-of-Way line of N. W. 67th Avenue and its northerly prolongation, as recorded in Official Records Book 10201 at Page 579 of the Public Records of Dade County, Florida), for 597.12 feet; thence North 89 degrees 55 minutes 23 seconds East, at right angles to the last described course, for 140.00 feet to a Point of Curvature; thence Easterly and Southeasterly, along a circular curve to the right, having a radius of 620.00 feet and a central angle of 61 degrees 27 minutes 37 seconds for an arc distance of 665.06 feet to a Point of Tangency; thence South 28 degrees 37 minutes 00 seconds East for 285.57 feet; thence North 61 degrees 23 minutes 00 seconds East for 43.00 feet to the Point of Beginning of the following described parcel; thence North 28 degrees 37 minutes 00 seconds West for 28.83 feet to an intersection with the next described curve; thence run Northwesterly along a circular curve to the left concave to the Northwest having a radius of 1540.00 feet and a central angle of 36 degrees 14 minutes 14 seconds for an arc distance of 973.99 feet to a Point of Intersection with the next described curve, said Point of Intersection bears South 77 degrees 25 minutes 15 seconds East from the center point of the aforesaid curve and North 23 degrees 38 minutes 06 seconds East from the center of the following described curve; thence run Southeasterly along the arc of a circular curve to the right being the Southerly Right-of-Way line of Miami Gardens Drive having a radius of 1819.75 feet and a central angle of 7 degrees 05 minutes 55 seconds for an arc distance of 348.12 feet to the Point of Tangency; thence South 59 degrees 11 minutes 19 seconds East, along the Southerly Right-of-Way line of Miami Gardens Drive for 675.85 feet; thence South 30 degrees 44 minutes 01 seconds West for 406.57 feet; thence South 0 degrees 06 minutes 59 seconds East along a line West of and parallel with the East line of said Section 12 for 1230.96 feet; thence South 25 degrees 53 minutes 01 seconds West for 387.79 feet to a point on the next described curve, said point bears South 80 degrees 24 minutes 03 seconds East from the center point of the next described curve; thence Northerly along a circular curve to the left having a radius of 813.00 feet and a central angle of 31 degrees 07 minutes 57 seconds for an arc distance of 375.86 feet to a Point of Compound Curvature; thence run Northwesterly along a circular curve to the left having a radius of 1437.00 feet and a central angle of 21 degrees 34 minutes 00 seconds for an arc distance of 533.37 feet to a Point of Tangency; thence North 47 degrees 06 minutes 00 seconds West for 309.00 feet to a Point of Curvature; thence run Northwesterly along a circular curve to the right having a radius of 917.00 feet and a central angle of 18 degrees 29 minutes 00 seconds for an arc distance of 295.82 feet to the Point of Beginning, all lying and being in Dade County and containing 34.229 Acres more or less.

AND

THE MOORS SECTION ONE, according to the Plat thereof recorded in Plat Book 118, Page 49 of the Public Records of Dade County, Florida.

EXHIBIT A

EXHIBIT "B"

Legal Description

Being a portion of Section 12, Township 52 South, Range 40 East, of CHAMBERS LAND SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 27, of the Public Records of Dade County, Florida; and being more particularly described as follows:

Commence at the southwest corner of said Section 12; thence run South $87^{\circ}-47'-25''$ East along the South line of said Section 12 for a distance of 55.04 feet; the following seven (7) courses being along the Easterly right-of-way line of Northwest 67th Avenue as recorded in Official Record Book 10201, at Page 529, of the Public Records of Dade County, Florida: (1) thence run North $00^{\circ}-04'-37''$ West along a line 55.00 feet Easterly of and parallel to the West line of said Section 12 for a distance of 60.65 feet to the Point of Beginning; (2) thence continue North $00^{\circ}-04'-37''$ West for a distance of 901.22 feet to a Point of Curvature; (3) thence run Northeasterly along a 2809.79 foot radius curve leading to the right through a central angle of $29^{\circ}-00'-00''$ for an arc of 1422.16 feet to a Point of Tangency; (4) thence run North $28^{\circ}-55'-23''$ East for a distance of 718.23 feet to a Point of Curvature; (5) thence run Northerly along a 2819.79 foot radius curve leading to the left through a central angle of $29^{\circ}-00'-00''$ for an arc of 1477.84 feet to a Point of Tangency; (6) thence run North $00^{\circ}-04'-37''$ West for a distance of 762.23 feet to a Point of Curvature; (7) thence run Northeasterly along a 50.00 foot radius curve leading to the right through a central angle of $92^{\circ}-19'-26''$ for an arc of 80.57 feet to a Point of Tangency.

The following three (3) courses being along the Southerly Right-of-Way line of N. W. 183rd Street (Miami Gardens Drive): (1) thence run South $87^{\circ}-45'-07''$ East for a distance of 267.37 feet to a Point of Curvature; (2) thence run Southeasterly along a 2809.79 foot radius curve leading to the right, through a central angle of $28^{\circ}-29'-08''$ for an arc of 1356.93 feet to a Point of Tangency; (3) thence run South $59^{\circ}-15'-59''$ East for a distance of 675.85 feet.

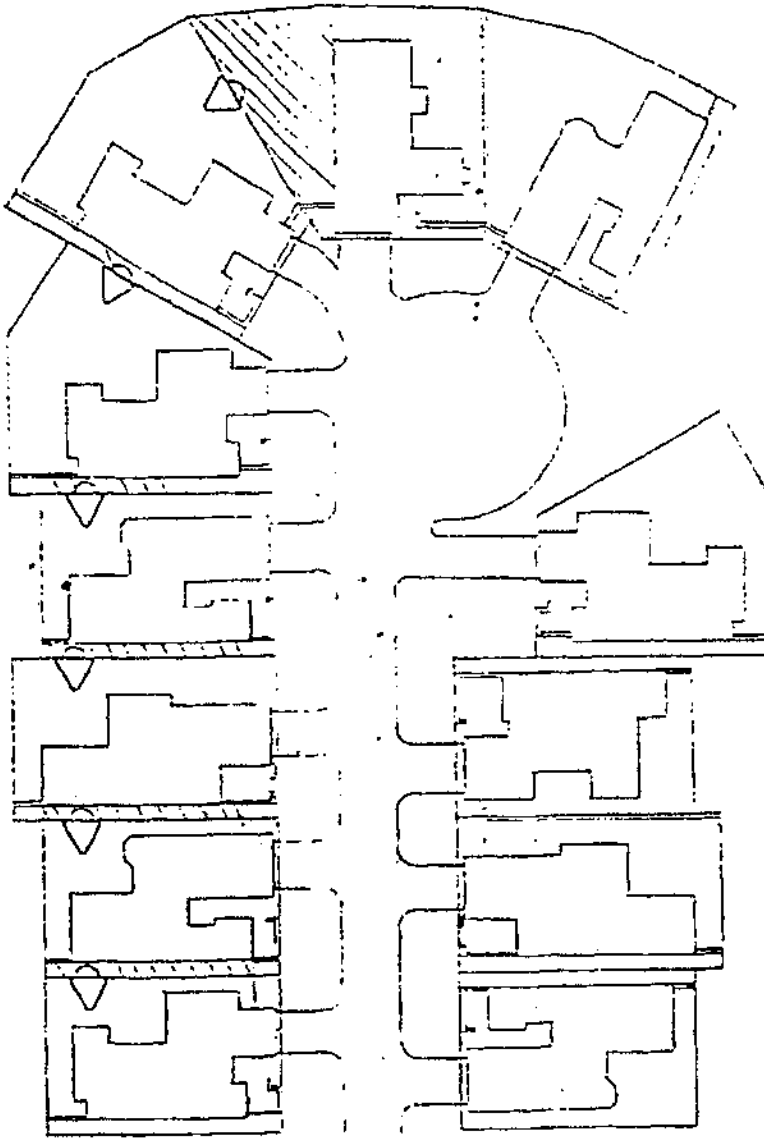
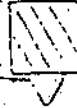
The following two (2) courses being along a line 200.00 feet westerly of the Easterly line of Tract One of the Proposed Southeast Golf Course: (1) thence run South $30^{\circ}-44'-01''$ West for a distance of 406.57 feet; (2) thence run South $00^{\circ}-06'-59''$ East for a distance of 2135.99 feet.

Thence run North $87^{\circ}-47'-25''$ West along the Northerly Canal right of Way for a distance of 21.23 feet; thence run South $00^{\circ}-06'-59''$ East along the Westerly Canal Right-of-Way for a distance of 1631.10 feet; thence run North $87^{\circ}-47'-25''$ West for a distance of 485.02 feet; thence run South $00^{\circ}-06'-59''$ East for a distance of 375.02 feet; thence run North $87^{\circ}-47'-25''$ West for a distance of 2582.24 feet to the Point of Beginning, containing 292.02 Acres, more or less.

EXHIBIT

THE MOORS

OUTDOOR LIVING AREA EASEMENT
RENTES DOMINANT LOT ENTITLED
TO USE OF OUTDOOR LIVING AREA
EASEMENT



EXHIBIT

A

SCHEDULE A
TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR THE MOORS PATIO HOMES

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

2. The personal property of Owners must be stored in their respective dwelling units or in outside storage area, if provided by Developer.

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any dwelling unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the dwelling unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or Lot, except as provided in the Declaration with respect to refuse containers.

4. No Owner shall permit anything to fall, nor sweep or throw, from the dwelling unit any dirt or other substance onto the Lot or Common Areas.

5. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

6. No motor vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon.

Areas designated for guest parking shall be used only for this purpose and neither the Owners nor occupants of dwelling units shall be permitted to use these areas.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration.

7. No Owner shall make or permit any disturbing noises in the dwelling unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his dwelling unit or on his Lot in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No electronic equipment may be permitted in or on any dwelling unit or Lot which interferes with the television or radio reception of another dwelling unit.

9. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the dwelling unit or on the Lot, except as approved by the Architectural Control Board.

EXHIBIT A

10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or on the Common Areas.

11. An Owner who plans to be absent during the hurricane season must prepare his dwelling unit and Lot prior to his departure by designating a responsible firm or individual to care for his dwelling unit and Lot should the dwelling unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

12. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his dwelling unit.

13. All persons using any pool on the Common Areas (if any) shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities (if any). Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck, if any. Pets are not permitted in the pool or pool area (if any) under any circumstances.

14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

15. Pets, birds, fish and other animals shall neither be kept nor maintained in or about The Properties except in accordance with the following:

(a) Under no circumstances shall more than two (2) household pets be permitted for each Lot. No pets shall be permitted outside of its Owner's dwelling unit unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

(b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on three (3) days' notice.

16. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of

OFF REC 11213-1600

Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

17. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors (except in their capacity as Owners), or to institutional first mortgagees, nor property owned by either the Developer or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

3

EXHIBIT

OFF REC 11213 1601

AMENDMENT TO DECLARATION

THIS AMENDMENT is made this 10th day of September, 1981, by ARVIDA CORPORATION, a Delaware corporation authorized to transact business in Florida ("Developer").

W I T N E S S E R T H:

A. Developer is the Developer under that certain Declaration of Restrictions and Protective Covenants for THE MOORS PATIO HOMES, to which Declaration this Amendment is attached (the "Declaration").

B. Article IX, Section 5 of the Declaration permits the Developer to amend the Declaration.

C. The developer wishes hereby so to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The definition of "Outdoor Living Area Easement" set forth in Article I, Section (1) of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

"Outdoor Living Area Easement" shall mean and refer to an easement in favor of a Dominant Lot over and upon that area (the servient portion) of an adjacent Servient Lot enclosed (fully or partially) by a fence (generally six (6) feet high) or fences and/or the blank building wall (that is, a portion of a building wall without doors or windows) which faces the Dominant Lot but is fenced or walled off (in whole or in part) from the remainder of the Servient Lot.

With respect to certain Lots where a patio home of one Lot is constructed with its blank building wall and/or fence facing a similar blank building wall and/or fence of the patio home constructed on the adjacent Lot, the respective areas of both such adjacent Lots lying between the blank walls and/or fences and the shared property line of both such Lots shall, initially, both be subject to an Outdoor Living Area Easement in favor of the appropriate adjacent Lot.

EXHIBIT A

provided that the Developer shall have the absolute right to terminate such Easement over one or both of such Lots, all as set forth by the Developer in an amendment to this Declaration, which amendment may be recorded prior or subsequent to the conveyance of either or both of such affected Lots by the Developer. With respect to such areas, from and after the recording of such amendment, the Lot designated as being entitled to use the Outdoor Living Area Easement over and upon the designated servient portion of the adjacent Lot, if any, shall be deemed to be a Dominant Lot, and the Lot designated as being subject to such Outdoor Living Area Easement in favor of that Dominant Lot, if any, shall be a Servient Lot, for all purposes set forth in this Declaration. If the Developer in such amendment terminates the Easement over both such Lots, then neither Lot shall be Dominant or Servient and no such Easement shall exist with respect to either of such areas.

The boundaries of the servient portion of a Lot when not fully enclosed by a wall and/or fence shall be determined by an invisible continuation of the center line of an existing fence to the property line; or by an invisible line perpendicular to the corner of a blank building wall extending to such property line where no fence exists.

If, by reason of the construction of patio homes on certain Lots in an unusual pattern, the dimensions and location of Outdoor Living Area Easements over one or more of such Lots cannot be determined by reference to the above textual descriptions, Outdoor Living Area Easements shall exist, initially, over all portions of such Lots (other than those portions on which the patio homes and other structures are constructed), provided that the final location and dimensions of the servient portions of all such Lots (with respect to which appropriate adjacent Lots are Dominant Lots) shall be set forth in an amendment to this Declaration executed and recorded prior or subsequent to the conveyance of any or all of such affected Lots by the Developer, and from and after such recording, the dimensions and location of the Outdoor Living Area Easements affecting such Lots shall be limited to such as are shown in said amendment.

For purposes of this Declaration, the term "fence" shall also mean masonry wall if used as a fence would be used.

2. The parenthetical clause appearing in lines 5 and 6 of Article V, Section 1 of the Declaration is hereby deleted in its entirety and the following is substituted therefor: "(all as defined and described in Article I hereof)".

3. The last two lines of Article V, Section 4 of the Declaration are hereby deleted in their entirety and the following is substituted therefor: "walls or fences on such Lot and as otherwise provided in Article I(1) hereof; however, the attached exhibit is illustrative of certain of the arrangements."

4. A new Section 5 is added to Article V of the Declaration as follows:

Section 5. Exception. For purposes of this Article V, where the precise location and dimensions of an Outdoor Living Area Easement must be determined by an amendment to this Declaration as contemplated in Article I(1) hereof, the exclusive right to use the Outdoor Living Area Easement (as provided in Section 1 of this Article V), the obligation to maintain the Outdoor Living Area Easement by the Owner of the adjacent Dominant Lot (as provided in Section 2 of this Article V) and the right to improve the Outdoor Living Area Easement area (as provided in Section 3 of this Article V) shall not be exercised or enforced, as appropriate, until after the contemplated amendment is recorded. Upon such recordation, such exclusive right to use, obligation to maintain and right to improve shall immediately vest (and may thereafter be exercised or enforced, as appropriate) in the manner contemplated in this Article V without any further obligation to grant any such easements or rights or to create such obligations.

5. Article IV, Section 8 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

Section 8. Other Easement. The Owner of each Lot shall have a perpetual easement of access and use over and upon any other adjoining Lot(s) and/or Common Area(s) for the purpose of allowing such Owner to maintain, repair and/or replace any air-conditioning compressor, air-conditioning equipment, utility meter or other equipment serving such Owner's Lot, regardless of the location of such item(s). Further, each Owner of a Lot shall have the right to install and/or keep such item(s) on the servient portion of his Lot (as described in Article I, Section (1) hereof).

6. Article V, Section 1 of othe Declaration is hereby amended by adding to the end thereof the following sentences:

Notwithstanding the foregoing, however, the Outdoor Living Area Easement created hereby expressly is made subject to the rights of the Owner of the Servient Lot provided for

1121371604

in Article IV, Section 8 of this Declaration.

7. Article V, Section 4 of the declaration is hereby amended by adding to the end thereof the following sentence:

As the attached exhibit is illustrative in nature only and is not intended to depict the exact details or extent of each Outdoor Living Area Easement, the exhibit does not show the existence or location of any of the items described in Article IV, Section 8 of this Declaration.

8. This Amendment shall be deemed incorporated in the Declaration as recorded. Except as modified hereby, the Declaration shall remain in full force and effect.

EXECUTED the day and year first above written.

Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION

[Signature]

by [Signature]

[Signature]

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 11th day of September, 1967, by Sanford A. Mott, Vice President of ARVIDA CORPORATION, a Delaware corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 27 1968
BONDED THRU GENERAL INS. UNDERWRITERS

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

EXHIBIT A

OFF. RE. 12936/03949

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 4 day of Dec., 1986, by ARVIDA CORPORATION, a Delaware corporation ("Developer").

W I T N E S S E T H:

A. Developer in the "Developer" under the Declaration of Restrictions and Protective Covenants for The Moors Patio Homes recorded September 15, 1981, in Official Records Book 11213, Page 1573, of the Public Records of Dade County, Florida, an amended and/or supplemented (the "Declaration").

B. The Declaration provides that Developer may add additional property to The Properties (as defined in the Declaration) from time to time.

C. The Declaration further provides that the Common Areas (as defined therein) shall include, among others, those properties declared as such in any Supplemental Declaration (also as defined therein).

D. The Declaration further provides, that "Lot" shall include in its meaning any Lot within the Development (as defined in the Declaration) declared by Developer to be subject to the Declaration.

E. Developer now desires to make this Supplemental Declaration to so add certain property to The Properties, to declare certain portions thereof to be Lots and to provide for the future designation of Common Areas.

NOW, THEREFORE, in consideration of Developer's authority under the Declaration, it is hereby declared:

1. The Properties shall be supplemented to include all that certain real property located in Dade County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. The "Lots" under the Declaration shall be supplemented to include all Lots hereafter shown on any plat(s) of the aforesaid property, provided that no such Lots shall be deemed to exist until the recordation of such plat(s).

3. The "Common Areas" shall be supplemented to include ~~_____~~ any Common Areas declared as such in any further Supplemental Declaration applicable to the property herein described.

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration on the day and year first above written.

Witnessed by:

ARVIDA CORPORATION

[Handwritten signature]

By: Sanford B. Miot,
President-Arvida Corporation

[Corporate Seal]



EXHIBIT

A

1293803950

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 30th day of June, 1986, by Sanford B. Miot, an President-Arvida Southern of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

Nancy June W. ...
NOTARY PUBLIC
State of Florida at L...



My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 7, 1990.
SIGNED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT 2 - A

LEGAL DESCRIPTION

A portion of Section 12, Township 52 South, Range 40 East, "CHAMBERS LAND COMPANY SUBDIVISION", according to the plat thereof as recorded in Plat Book 2 at Page 27 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 12 and run South 87 degrees 45 minutes 07 seconds East, along the North line of said Section 12 for 1122.51 feet; thence South 0 degrees 04 minutes 37 seconds East, along a line East of and parallel with the West line of said Section 12 (also being the Easterly Right-of-Way line of N.W. 67th Avenue and its Northerly prolongation, as recorded in Official Records Book 10201 at Page 529 of the Public Records of Dade County, Florida), for 597.12 feet; thence North 89 degrees 55 minutes 23 seconds East, at right angles to the last described course, for 140.00 feet to a Point of Curvature; thence Easterly and Southeasterly, along a circular curve to the right, having a radius of 620.00 feet and a central angle of 61 degrees 27 minutes 37 seconds for an arc distance of 665.06 feet to a Point of Tangency; thence South 28 degrees 37 minutes 00 seconds East for 285.57 feet; thence North 61 degrees 23 minutes 00 seconds East for 43.00 feet to the Point of Beginning of the following described parcel; thence North 28 degrees 37 minutes 00 seconds West for 28.83 feet to an intersection with the next described curve; thence run Northeasterly along a circular curve to the left concave to the Northwest having a radius of 1540.00 feet and a central angle of 36 degrees 14 minutes 14 seconds for an arc distance of 973.99 feet to a Point of Intersection with the next described curve, said Point of Intersection bears South 77 degrees 25 minutes 35 seconds East from the center point of the aforesaid curve and North 23 degrees 38 minutes 06 seconds East from the center of the following described curve; thence run Southeasterly along the arc of a circular curve to the right being the Southerly Right-of-Way line of Miami Gardens Drive having a radius of 2809.79 feet and a central angle of 7 degrees 05 minutes 55 seconds for an arc distance of 348.12 feet to the Point of Tangency; thence South 59 degrees 15 minutes 59 seconds East, along the Southerly Right-of-Way line of Miami Gardens Drive for 675.85 feet; thence South 30 degrees 44 minutes 01 seconds West for 406.57 feet; thence South 0 degrees 06 minutes 59 seconds East along a line West of and parallel with the East line of said Section 12 for 1230.96 feet; thence South 89 degrees 53 minutes 01 seconds West for 387.79 feet to a point on the next described curve, said point bears South 80 degrees 24 minutes 03 seconds East from the center point of the next described curve; thence Northerly along a circular curve to the left having a radius of 613.00 feet and a central angle of 35 degrees 07 minutes 57 seconds for an arc distance of 375.88 feet to a Point of Compound Curvature; thence run Northwesterly along a circular curve to the left having a radius of 1417.00 feet and a central angle of 21 degrees 34 minutes 00 seconds for an arc distance of 533.37 feet to a Point of Tangency; thence North 47 degrees 06 minutes 00 seconds West for 309.00 feet to a Point of Curvature; thence run Northwesterly along a circular curve to the right having a radius of 917.00 feet and a central angle of 18 degrees 29 minutes 00 seconds for an arc distance of 295.82 feet to the Point of Beginning, all lying and being in Dade County

RECORDED & INDEXED BY DEED BOOK
 1293813951
 RICHARD P. BRINKER
 COUNTY CLERK

Exhibit "A" **EXHIBIT** A

OFF REC 13108-2327

AMENDMENT TO
 DECLARATION OF RESTRICTIONS AND PROTECTIVE
 COVENANTS FOR THE MOORS PATIO HOMES

THIS AMENDMENT is made this 1st day of December, 1986 by ARVIDA CORPORATION, a Delaware Corporation ("Developer") to that certain DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE MOORS PATIO HOMES recorded September 15, 1981 in Official Records Book 11213, Page 1573, of the Public Records of Dade County, Florida, as amended and supplemented from time to time (the "Declaration").

RECITALS:

A. Article IX, Section 5 of the Declaration provides, among other things, that Developer shall have the right to amend the Declaration from time to time, without the joinder or consent of any other party, for so long as Developer owns any Lot (as defined in the Declaration).

B. Developer holds title to numerous such Lots.

C. Developer now desires to amend the Declaration for the purposes hereinafter expressed.

NOW, THEREFORE, by virtue of the authority of Developer as aforesaid, the Declaration is hereby amended by adding a new Article thereto:

ARTICLE X
DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, DADE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

THIS INSTRUMENT WAS
 PREPARED BY:
 CHARLES W. EDGAR, III
 GREENBERG, TRAUERIG, ASKEW,
 HOFFMAN, LIPOFF, ROSEN
 & QUENTEL, P.A.
 100 AUSTRALIAN AVE., SUITE 201
 WEST PALM BEACH, FL 33406

EXHIBIT A

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING AN USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

Except as amended hereby, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed on the date and year first above written.

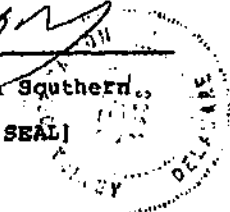
Witnesses:

ARVIDA CORPORATION,
a Delaware corporation.

Dee Provenza
Sharon G. Hines

By: *[Signature]*
Sanford B. Miot
President-Arvida Southern

[CORPORATE SEAL]



STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 15th day of December, 1986, by Sanford B. Miot, as President - Arvida Southern of Arvida Corporation, a Delaware corporation, on behalf of said corporation.

Amy Jane McAmis
NOTARY PUBLIC
STATE OF FLORIDA
[NOTARIAL SEAL]



My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 7, 1990.
WITNESSED THRU NOTARY PUBLIC UNDERWRITING

RICHARD P. BRINKER
CLERK CIRCUIT COURT

- 2 -
EXHIBIT A

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 7th day of November, 1986, by ARVIDA CORPORATION, a Delaware corporation ("Developer").

W I T N E S S E T H:

A. Developer is the "Developer" under the Declaration of Restrictions and Protective Covenants for The Moors Patio Homes, dated September 10, 1981 and recorded September 15, 1981, in Official Records Book 11213, Page 1573, of the Public Records of Dade County, Florida, as amended and/or supplemented (the "Declaration").

B. The Declaration provides that Developer may add additional property to The Properties (as defined in the Declaration) from time to time.

C. The Declaration further provides that the Common Areas (as defined therein) shall include, among others, those properties declared as such in any Supplemental Declaration (also as defined therein).

D. The Declaration further provides, that "Lot" shall include in its meaning any Lot within The Properties (as defined in the Declaration) declared by Developer to be subject to the Declaration.

E. Developer now desires to make this Supplemental Declaration to so add certain property to The Properties and to declare certain portions thereof to be Lots or Common Areas.

NOW, THEREFORE, in consideration of Developer's authority under the Declaration, it is hereby declared:

1. The Properties shall be supplemented to include all that certain real property located in Dade County, Florida, and more particularly described as:

All of Harbour Subdivision, according to the Plat thereof recorded in Plat Book 131, Page 11, of the Public Records of Dade County, Florida.

2. The "Lots" under the Declaration shall be supplemented to include all Lots shown as such on the aforesaid Plat.

3. The "Common Areas" shall be supplemented to include the portions of the land shown on the aforesaid Plat, if any, which are not (i) Lots, (ii) dedicated to the public or (iii) common areas to be maintained by the Overall Association (as defined in the Declaration).

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration on the day and year first above written.

Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION, a Delaware corporation

[Signature]
[Signature]

By: [Signature]
SANFORD B. MIOT
Senior Vice-President

[CORPORATE SEAL]

THIS INSTRUMENT WAS PREPARED BY: CHARLES W. EDGAR, III GREENBERG, TRAUING, ASKEW, HOFFMAN, LIPOFF, ROSEN & QUENTEL, P.A. 100 AUSTRALIAN AVE., SUITE 201 WEST PALM BEACH, FL 33406

EXHIBIT A

13

STATE OF FLORIDA

) SS:

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 2 day of NOVEMBER 1986, by Sanford B. Miot, Senior Vice-President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

Julia Goldschi
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Entry 2122000 of 10/11/86
By Commission Expires Jan 9, 1987

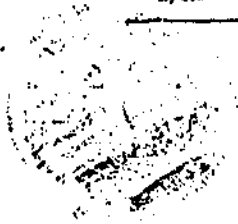


EXHIBIT A

JOINDER OF OWNER

THE UNDERSIGNED, being the owner of the fee simple title to the property described in the foregoing Supplemental Declaration, hereby joins in same and agrees that said property shall be subject to the "Declaration", as defined in said Supplemental Declaration, as fully as if originally subject to the Declaration (including, without limitation, for the purpose of declaring the applicable portions of the subject properties to be "Common Areas" under the Declaration and providing for the maintenance thereof by the "Association" under the Declaration).

HARBOUR DEVELOPMENT COMPANY,
a general partnership

WITNESSES:

By: Harbour Development Management Corp., a Florida corporation and general partner

[Signature]
[Signature]

By: [Signature]
STEPHEN A. SISKIND,
President

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 7th day of November, 1986, by STEPHEN A. SISKIND, as President of Harbour Development Management Corp., a Florida corporation and general partner of Harbour Development Company, a general partnership, on behalf of said corporation in its capacity as general partner as aforesaid.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA
[NOTARIAL SEAL]

My Commission Expires:
NOTARY PUBLIC
IN COUNTY OF DADE
EDWARD J. [Signature]

RECORDED BY THE STATE ARCHIVE
ON DATE 01/07/1987
RICHARD F. [Signature]
CLERK OF COUNTY

EXHIBIT 7 A

EXHIBIT "A"

Dade County, Florida:

1. Master Association Covenants for Country Walk, dated July 11, 1980, recorded in Official Records Book 10805, Page 1333, Dade County, Florida, as amended or supplemented.
2. Declaration of Restrictions and Protective Covenants for Country Walk Patio Homes, dated July 11, 1980, recorded in Official Records Book 10805, Page 1308, Dade County, Florida, as amended or supplemented.
3. Declaration of Restrictions and Protective Covenants for Country Walk Estate Homes, dated July 11, 1980, recorded in Official Records Book 10805, Page 1286, Dade County, Florida, as amended or supplemented.
4. Declaration of Restrictions and Protective Covenants for Country Walk Villas, dated January 7, 1982, recorded in Official Records Book 11315, Page 1006, Dade County, Florida, as amended or supplemented.
5. Declaration of Covenants, Restrictions and Easements for Village Homes at Country Walk, dated January 8, 1985, recorded in Official Records Book 12377, Page 271, Dade County, Florida, as amended or supplemented.
6. Declaration of Village Homes at Country Walk Condominium No. Four, recorded in Official Records Book 12749, Page 95, Dade County, Florida, as amended or supplemented.
7. Declaration of Village Homes at Country Walk Condominium No. Five, dated August 12, 1986, recorded in Official Records Book 12983, Page 95, Dade County, Florida, as amended or supplemented.
8. Declaration of Village Homes at Country Walk Condominium No. Six, dated January 8, 1985, recorded in Official Records Book 13145, Page 583, Dade County, Florida, as amended or supplemented.
9. Master Covenants for Lakes of the Meadow, dated July 20, 1981, recorded in Official Records Book 11160 Page 2263, Dade County, Florida, as amended or supplemented.
10. Declaration of Restrictions and Protective Covenants for Lakes of the Meadow Patio Homes, dated July 20, 1981, recorded in Official Records Book 11160, Page 2292, Dade County, Florida, as amended or supplemented.

0943y

EXHIBIT

Dade County, Florida:

- 11. Declaration of Restrictions and Protective Covenants for Lakes of the Meadow Estate Homes, dated August 17, 1981, recorded in Official Records Book 11186, Page 1313, Dade County, Florida, as amended or supplemented.
- 12. Declaration of Covenants, Restrictions and Easements for Lakes of the Meadow Village Homes, dated September 7, 1983, recorded in Official Records Book 11899, Page 2630, Dade County, Florida, as amended or supplemented.
- 13. Declaration of Lakes of the Meadow Village Homes Condominium No. Six recorded in Official Records Book 12281, Page 1432, Dade County, Florida, as amended or supplemented.
- 14. Declaration of Lakes of the Meadow Villages Homes Condominium No. Seven recorded in Official Records Book 12766, Page 2078, Dade County, Florida, as amended or supplemented.
- 15. Master Covenants for The Moors, dated September 10, 1981, recorded in Official Records Book 11211, Page 2, Dade County, Florida, as amended or supplemented.
- 16. Declaration of Restrictions and Protective Covenants for The Moors Patio Homes, dated September 15, 1980, recorded in Official Records Book 11213, Page 1573, Dade County, Florida, as amended or supplemented.
- 17. Declaration of Covenants and Protective Covenants recorded in Official Records Book 12446, Page 536, Dade County, Florida, as amended or supplemented.
- 18. Declaration of Restrictions and Protective Covenants for The Moors Townvillas, dated September 4, 1981, recorded in Official Records Book 11211, Page 30, Dade County, Florida, as amended or supplemented.
- 19. Declaration of Covenants and Restrictions for The Garden Homes at The Moors, dated July 16, 1985, recorded in Official Records Book 12574, Page 949, Dade County, Florida, as amended or supplemented.

0943y

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

EXHIBIT

A

1987 SEP 16 PM 4:05

87R356910

@454

REC: 13415PG 384

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is executed this 10 day of September, 1987, by ARVIDA CORPORATION, a Delaware corporation authorized to transact business in the State of Florida (the "Grantor"), to THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., a Florida corporation not-for-profit (the "Grantee"), whose Post Office address is 17321 N.W. 66th Court, Miami, Florida 33015.

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, and quit-claims unto Grantee forever all the right, title, interest, claim and demand which Grantor has in and to the following described property, situate, lying and being in the County of Dade, State of Florida, to wit:

Tracts A-1 through and including V-1, as shown on the Plat of THE MOORS SECTION ONE, as recorded in Plat Book 118, Page 49, of the Public Records of Dade County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

THE AFOREDESCRIBED PROPERTY is and shall be continuously owned, maintained, administered and operated as "Common Areas" under, and as defined in, those certain Declaration of Restrictions and Protective Covenants for The Moors Patio Homes recorded September 15, 1980 in Official Records Book 11213, Page 1573, of the Public Records of Dade County, Florida. Without limiting the generality of the foregoing, Grantor hereby reserves and reaffirms and Grantee by its acceptance hereof likewise acknowledges and reaffirms, all of Grantor's rights and "Developer" under the aforesaid

Deputy State Collector \$ 554
\$ 454 DEPUTY STATE COLLECTOR
State "C" Intangible Tax Collector
Richard P. Brooks, Clerk, Dade County, Fla.
By Becky Ann 9-16-87

EXHIBIT
A
1.

6091a/09-10-87

1050

covenants as such rights pertain and relate to the
aforescribed property and otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed
these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

ARVIDA CORPORATION,
a Delaware corporation

[Signature]

By: Jeri Poller

Michael M. Smith

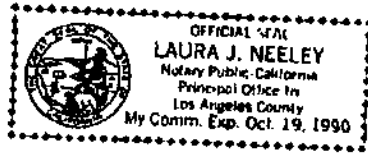
Title: V.P. - Real Estate Counsel
[CORPORATE SEAL]

STATE OF California)
COUNTY OF Los Angeles) SS:

The foregoing instrument was acknowledged before me
this 10th day of September, 1987, by Jeri Poller
as V.P. - Real Estate Counsel of Arvida Corporation, a Delaware
corporation, on behalf of the corporation.

Laura J. Neeley
NOTARY PUBLIC, State of FLORIDA
[NOTARIAL SEAL]

My Commission Expires:
12/19/90



RICHARD P. BINKLEY
[Illegible text]

EXHIBIT A

5. There shall be no personal liability on Arvida, its successors or assigns arising from or in connection with this Restrictive Covenant and only the Adjacent Parcel shall be available to satisfy any claims arising from or in connection with this Restrictive Covenant. Notwithstanding and in addition to the foregoing, the sole and exclusive remedies of Lakeside, its successors and assigns related to this Restrictive Covenant shall be specific performance or injunctive relief and under no circumstances shall an award of damages be available to Lakeside, its successors or assigns.

6. In the event of a dispute related to the subject matter of this Restrictive Covenant, the prevailing party shall be entitled to an award of reasonable court costs and attorneys' (including paralegals') fees at all tribunal levels and whether or not suit is instituted.

7. Lakeside, its successors and assigns have agreed to indemnify, defend and hold harmless Arvida, its successor and assigns in connection with certain matters related to this Restrictive Covenant as more particularly provided in paragraph 2 of that certain First Amendment to Contract of Sale and Purchase dated as of November 12, 1987 between Arvida and American Tectonics Southeast, as assigned to Lakeside, and such agreement is incorporated herein by reference as if fully set forth herein.

8. If any provision of this Restrictive Covenant is held to be invalid or unenforceable, all other provisions shall remain in full force and effect according to their terms.

IN WITNESS WHEREOF, Arvida has caused this instrument to be executed as of the day and date first above written.

[Handwritten signature]
witnesses

ARVIDA/JMB PARTNERS, a Florida general partnership, by ARVIDA/JMB MANAGERS, INC., an Illinois corporation, a general partner

By: *[Handwritten signature: David L. Guy]*
Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 16 day of January, 1988 by David L. Guy, as Vice President of Arvida/JMB Managers, Inc., an Illinois corporation, a general partner of Arvida/JMB Partners, a Florida general partnership, in the capacity aforesaid.

My Commission Expires:

[Handwritten signature]
NOTARY PUBLIC, State of Florida
[NOTARIAL SEAL]



NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 1990
BONDED THRU GENERAL INS. UNDER STATE OF FLORIDA

118.03 feet to a Point of Reverse Curvature; thence
 Southwesterly along a circular curve to the left,
 having a radius of 705.00 feet and a central angle of
 16 degrees 52 minutes 00 seconds for an arc distance of
 207.54 feet; thence North 23 degrees 30 minutes 00
 seconds West radial to the last and next described
 curves for 35.00 feet (last mentioned four courses
 being coincident with portions of the boundary lines of
 the plat of "VILLA HOMES AT THE MOONS" as recorded in
 Plat Book 126 at Page 8 of the Public Records of Dade
 County, Florida); thence Northeasterly, Northerly and
 Northwesterly along a circular curve to the left,
 having a radius of 15.00 feet and a central angle of 67
 degrees 07 minutes 00 seconds for an arc distance of
 37.86 feet to a Point of Tangency; thence North 5
 degrees 37 minutes 00 seconds West for 254.19 feet to a
 Point of Curvature; thence Northwesterly, Westerly and
 Southwesterly along a circular curve to the left,
 having a radius of 127.74 feet and a central angle of
 124 degrees 50 minutes 19 seconds for an arc distance
 of 278.33 feet to a Point of Reverse Curvature; thence
 Southwesterly, Westerly and Northwesterly along a
 circular curve to the right, having a radius of 192.49
 feet and a central angle of 86 degrees 27 minutes 19
 seconds for an arc distance of 290.45 feet to a Point
 of Tangency; thence North 45 degrees 00 minutes 00
 seconds West for 185.58 feet to a Point of Curvature;
 thence Northwesterly, Westerly and Southwesterly, along
 a circular curve to the left, having a radius of 75.00
 feet and a central angle of 59 degrees 25 minutes 23
 seconds for an arc distance of 77.78 feet to a Point of
 Reverse Curvature; thence Southwesterly along a
 circular curve to the right, having a radius of 708.00
 feet and a central angle of 3 degrees 49 minutes 00
 seconds for an arc distance of 47.16 feet to a Point of
 Reverse Curvature; thence Southwesterly and Southerly
 along a circular curve to the left, having a radius of
 75.00 feet and a central angle of 79 degrees 22 minutes
 37 seconds for an arc distance of 103.90 feet to a
 Point of Cusp; thence North 0 degrees 01 minutes 00
 seconds East for 75.03 feet to the Point of Beginning,
 lying and being in Dade County.

page 2 of 2

EXHIBIT A

A portion of the Southwest 1/4 of Section 12, Township 32 South, Range 40 East "CHAMBERLAIN LAND COMPANY SUB-DIVISION" according to the plat thereof as recorded in Plat Book 2 at Page 27 of the Public Records of Bada County, Florida, and being more particularly described as follows:

Begin at the intersection of the Southeasterly Right-of-Way line of Mediterranean Blvd., and the Northwesterly line of Tract "S", both as shown on the plat of "VILLA HOMES AT THE MOONS" according to the plat thereof as recorded in Plat Book 126 at Page 8 of the Public Records of Bada County, Florida, thence South 45 degrees 26 minutes 38 seconds East, along the Northwesterly line of said Tract "S", "VILLA HOMES AT THE MOONS", for 40.55 feet; thence North 33 degrees 00 minutes 00 seconds East for 49.36 feet to a Point of Curvature; thence Northerly and Northeasterly along a circular curve to the right having a radius of 363.00 feet, and a central angle of 25 degrees 02 minutes 42 seconds, for an arc distance of 246.10 feet to a Point of Compound Curvature; thence Easterly, Southeasterly, and Southerly along a circular curve to the right, having a radius of 175.00 feet, and a central angle of 123 degrees 35 minutes 39 seconds, for an arc distance of 377.47 feet to a Point of Reverse Curvature; thence Southerly and Southeasterly along a circular curve to the left, having a radius of 323.00 feet; and a central angle of 48 degrees 38 minutes 21 seconds for an arc distance of 191.01 feet to a Point of Tangency; thence South 27 degrees 00 minutes 00 seconds East, for 86.00 feet to a Point of Curvature; thence Southeasterly, Southerly, and Southwesterly, along a circular curve to the right, having a radius of 90.00 feet, and a central angle of 93 degrees 13 minutes 00 seconds, for an arc distance of 149.37 feet to a point on said curve; thence South 21 degrees 47 minutes 00 seconds East, for 19.90 feet to a Point on a Curve, said point bears North 13 degrees 20 minutes 36 seconds West, from the radius point of the next described curve; thence Northwesterly, Easterly, and Southeasterly, along a circular curve to the right, having a radius of 836.00 feet and a central angle of 30 degrees 32 minutes 41 seconds for an arc distance of 455.37 feet; thence North 0 degrees 01 minutes 00 seconds East, for 508.89 feet to a Point on a Curve, (said point bears South 3 degrees 41 minutes 03 seconds East from the radius point of the next described curve) thence Westerly and Northwesterly along the Southerly Right-of-Way line of the aforementioned Mediterranean Blvd., being a circular curve to the right, having a radius of 698.00 feet and a central angle of 26 degrees 36 minutes 05 seconds for an arc distance of 128.12 feet to a Point of Reverse Curvature; thence Northwesterly, along a circular curve to the left having a radius of 603.00 feet and a central angle of 2 degrees 26 minutes 39 seconds for an arc distance of 25.72 feet; thence South 18 degrees 48 minutes 21 seconds West, radial to the last and next described curves, for 40.00 feet (last mentioned course being coincident with the Southerly Right-of-Way line of Mediterranean Blvd., as shown on "THE MOON TOWNHOUSE" according to the plat thereof as recorded in Plat Book 118 at Page 38, of the Public Records of Bada County, Florida) thence Northwesterly along a circular curve to the left, having a radius of 363.00 feet, and a central angle of 4 degrees 16 minutes 34 seconds, for an arc distance of 42.02 feet; thence North 14 degrees 31 minutes 47 seconds East, radial to the last and next described curves, for 40.00 feet; thence Northwesterly, Westerly, and Southwesterly, along a circular curve to the left, having a radius of 603.00 feet, and a central angle of 31 degrees 31 minutes 47 seconds, for an arc distance of 347.32 feet to a Point of Tangency; thence South 33 degrees 00 minutes 00 seconds West for 33.99 feet to the Point of Beginning (said last mentioned two courses being coincident with the Southerly Right-of-Way line of the aforementioned Mediterranean Blvd.), all lying and being in Bada County, Florida.

RECORDED IN OFFICIAL RECORDS BOOKS
OF BADA COUNTY, FLORIDA
PERIOD VERIFIED
RICHARD P. BRINER
CLERK CIRCUIT COURT

Exhibit "B"

EXHIBIT

A

DEC 26 PM 4:26

90R465435

11: 10364028

AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE MOORS PATIO HOMES

THIS AMENDMENT is made this 18th day of December, 1990 by ARVIDA/JMB PARTNERS, a Florida general partnership ("Developer").

RECITALS:

A. Developer is the "Developer", by virtue of having received an assignment of all the rights of such, under that certain declaration entitled Declaration of Restrictions and Protective Covenants for The Moors Patio Homes and recorded in Official Records Book 11215, Page 1073, of the Public Records of Dade County, Florida, as amended and supplemented from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Article IX, Section 5 of the Declaration provides, in pertinent part, that the Declaration may be amended by Developer, without the joinder or consent of any other party, for so long as Developer owns a Lot within The Properties.

C. Developer holds title to one or more such Lots as of the date hereof.

D. At the time the Declaration was originally recorded, the then-developer thereunder contemplated that such entity would be the sole entity constructing homes within The Properties and, therefore, had no need to provide for certain rights of builders of Units other than Declarant.

E. Such circumstances have now changed in that such independent builders have acquired title to Lots within The Properties for the purpose of constructing Units thereon and selling or leasing same.

F. As a result of the aforesaid circumstances, Developer has determined that providing the below-described rights to independent builders will enhance the orderly and economical completion of the development of The Properties, which completion is in the best interest of all Members of the Association.

NOW, THEREFORE, in consideration of the premises and by virtue of the authority of the Developer as aforesaid:

1. Article IV, Section 7 of the Declaration is hereby amended by adding the following new paragraph thereto:

After Recording, Return To ARNOLD A. BROWN Esq. BUNIN BAUM LEVIN CONSTANT FRIUSMAN & BIRNIN 2507 Southeast Financial Center Miami, Florida 33131 2338

THIS INSTRUMENT WAS PREPARED BY CHARLES W. EDGAR II GREENBERG TRAUER HOFFMAN LIPSON ACRES & QUENTEL, PA 1801 FORUM PLACE, SUITE 307 WEST PALM BEACH, FL 33401

103

EXHIBIT

A

RE: 1483671029

In addition to the Developer's right to maintain signs on Common Areas as aforesaid, such rights shall extend to each party which owns Lots within The Properties and is constructing improvements thereon for the purpose of selling or leasing same to the public in the ordinary course of its business; provided, however, that such signs shall at all times be kept in good repair and in the quantity and appearance existing on the date of the execution of this Amendment (subject to any repair or maintenance needed as of such date first being performed). The rights provided herein shall terminate, as to each party, upon its sale and conveyance of its last Lot within The Properties or one (1) year after the completion of the last Unit being leased by such party, as appropriate.

2. Article IX, Section 5 of the Declaration is hereby amended by adding to the end thereof:

In addition to the foregoing requirements and limitations with respect to amendments, no amendment to any provision of Article IV, Section 4 or 7 or Article VII, Section 1 hereof shall be effective without the written consent of every party building and selling or leasing Units within The Properties or otherwise having the benefits bestowed by such provisions (including Developer).

IN WITNESS WHEREOF, Developer has executed this Amendment as of the date and year first above written.

Signed, sealed and delivered in the presence of:

ARVIDA/JMB PARTNERS, a Florida general partnership

By: Arvida/JMB Managers, Inc., a Delaware corporation and general partner

By: David L. Guy
David L. Guy, Vice President

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY of Leon } SS:

The foregoing instrument was acknowledged before me this 18 day of December, 1990, by DAVID L. GUY, as Vice President of Arvida/JMB Managers, Inc., a Delaware corporation, general partner of ARVIDA/JMB PARTNERS, a Florida general partnership, on behalf of said partnership.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 23, 1993

David L. Guy
NOTARY PUBLIC, STATE OF FLORIDA
(NOTARIAL SEAL)

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
Clerk of Circuit & County
Courts

2

EXHIBIT A

DN
RE 11471 1093

**AMENDMENT TO DECLARATION
OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
THE MOORS PATIO HOMES**

THIS AMENDMENT is made this 11th day of January, 1982 by ARVIDA CORPORATION, a Delaware Corporation authorized to transact business in the State of Florida ("Developer").

W I T N E S S E T H:

A. Developer is the Developer under the Declaration of Restrictions and Protective Covenants for THE MOORS PATIO HOMES, dated September 10, 1981 and recorded September 15, 1981 in Official Records Book ~~11213~~, Page 1573 of the Public Records of Dade County, Florida, as amended and/or supplemented (the "Declaration").

B. The Declaration provides, in part, that it may be amended, changed or added to at any time by the Developer for so long as the Developer owns one Lot (as defined in the Declaration) affected by the Declaration.

C. As of the date hereof, Developer owns one or more Lots so affected.

D. Developer now desires to amend the Declaration in the manner set forth hereinafter.

NOW, THEREFORE, in consideration of the premises and the powers granted to the Developer in the Declaration, the Developer hereby amends the Declaration as follows:

1. Article IX, Section 5 of the Declaration is hereby amended by deleting the last sentence thereof and substituting in its place the following:

Further, no provision of this Declaration including, but not limited to, Article VI, Section 8 hereof, may be amended if such provision is required to be included herein by the Code of Metropolitan Dade County, Florida. The foregoing two (2) sentences may not be amended.

EXHIBIT A

This instrument was prepared by
CHARLES W. EDGAR, III
OF THE LAW FIRM OF
GREENBERG, TRAUBER, JENSEN, HOFFER &
LLOYD, QUENTEL & WOLFE, P. A.
1401 Brickell Avenue
Miami, Florida 33123

2. Article I of the Declaration is hereby amended by adding to the definitions therein the following:

(o) "Institutional lender", for purposes of Article VI, Section 8 hereof, means a bank, savings and loan association, insurance company, pension fund, agency of the United States Government, mortgage banker or company, the Developer or any affiliate of the Developer or other lender generally recognized as an institutional-type lender, which holds a mortgage on one or more Lots, and which mortgage meets the minimum standards specified in Section 33-202.3(2)(a) of the Code of Metropolitan Dade County, Florida (as same may be amended from time to time), if applicable.

This Amendment shall be deemed incorporated in the Declaration as originally recorded and shall relate back to and be effective as of the date of such recordation. Except as modified hereby, the Declaration shall remain in full force and effect.

EXECUTED the day and year first above written.

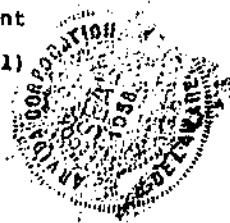
Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION

[Handwritten signature]

By: *[Handwritten signature]*
Sanford B. Miot,
Senior Vice President

(Corporate Seal)



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 11th day of January, 1982 by Sanford B. Miot, Senior Vice President of ARVIDA CORPORATION, a Florida corporation, on behalf of the corporation.

[Handwritten signature]
NOTARY PUBLIC
[Notary Seal]

My Commission Expires:

NOTARY PUBLIC IN THE STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 17 1983
BONDED THROUGH THE STATE DEPARTMENT OF REVENUE

ALL INSTRUMENTS RECORDED HEREIN
IN DADE COUNTY, FLORIDA,
MAY BE RECORDED
RICHARD P. DRINKER,
CLERK DADE COUNTY

10/11/1992
DATE MICROFILMED

COURTHOUSE TOWER
LOCATION

Charles Charles
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 1563301527

ARTICLES OF INCORPORATION

OF

THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for The Moors Patio Homes recorded (or to be recorded) in the Public Records of Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in the Patio Home Sections of the Development and to maintain the Common Areas thereof for the benefit of the Owners who become Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

EXHIBIT A

Sept 1, 1992
DATE MICROFILMED

COURTHOUSE TOWER
LOCATION

Christie Charles
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

REF. REC. 563361 528

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of Arvida Corporation, a Delaware corporation authorized to transact business in Florida, herein referred to as "the Developer" (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time. The Class B membership shall cease and terminate one (1) year after the last Lot within the Patio Home Sections (as defined in the Covenants) has been sold and conveyed by Developer, or any time prior thereto at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented at the meeting.

Section 4. General Matters. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, Management Contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

2
EXHIBIT A

Sept 11 1992
DATE MICROFILMED

COURTHOUSE TOWER
LOCATION

Christie Charles
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

DET. REC. 1563301529

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Sanford B. Miot	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156
Ray Reagan	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156
William M. Wiener	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in the Patio Home Sections or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

EXHIBIT A

OFF. REC. 1563301530

ARTICLE VI
OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u> Ray Reagan	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156
<u>Vice-President:</u> Sanford B. Miot	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156
<u>Secretary- Treasurer:</u> William M. Wiener	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156

ARTICLE VII
BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

4
EXHIBIT A

OFF. REC. 1563361531

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 66-2/38 of the Members), provided that as long as the Developer owns any lot, these Articles may be amended by the Developer alone without the consent of the Members or the Board.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Covenants, the Covenants shall control.

ARTICLE IX

SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Sanford R. Miot	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156
Ray Reagan	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156
William M. Wiener	Dadeland Towers Penthouse Suite 9400 South Dadeland Blvd. Miami, Florida 33156

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed

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Sept 1, 1992
DATE MICROFILMED

COURTHOUSE TOWER
LOCATION

Charles Charles
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

DEF. REC. 15633P 1532

indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X shall not be amended.

EXHIBIT 

OFF. REC. 1563371533

ARTICLE XI

REGISTERED AGENT

Until changed, Ray Reagan shall be the registered agent of the Association and the registered office shall be at Dadeland Towers, Penthouse Suite, 9400 South Dadeland Blvd., Miami, Florida 33156.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this ___ day of _____, 19__.

Sanford B. Miot

Ray Reagan

William M. Wiener

STATE OF FLORIDA) : SS.:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ___ day of ___ 19___, by Sanford B. Miot, Ray Reagan, and William M. Wiener.

NOTARY PUBLIC, State of
Florida at Large

My Commission Expires:

7
EXHIBIT A

REC: 15633761534

BY-LAWS

OF

THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Covenants described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Covenants (the "Covenants") described in the Articles of Incorporation of the Association are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at Penthouse Suite, Dadeland Towers, 9400 S. Dadeland Blvd., Miami, Florida 33156.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1 of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, The Properties against which such assessments are made as provided by Article VI of the Covenants.

EXHIBIT A

OFF. REC. 1563301535

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 8. Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

2
EXHIBIT A

OFF: 1563371536
REC: 1563371536

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of April in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership.

Section 3. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing

APR 11 1992
DATE MICROFILMED

COURTHOUSE TOWER
LOCATION

Christa Charles
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 1563361537

on the records of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot. No person other than a designee of the Developer is permitted to cast more than five (5) votes by proxy.

Section 6. Meetings shall be governed by Roberts Rules of Order (latest edition).

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66-2/3% of Members present and voting in person or by proxy, provided that the notice to the members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants referred to herein may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Developer owns any Lot without the consent of the members or the Board.

4
EXHIBIT A

OFF. REC. 1563301538

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Covenants and these By-Laws, the said Covenants shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the ___ day of _____, 1981.

President

Secretary

RECORDS IN OFFICIAL RECORDS ROOM
OF DAD. COUNTY, FLORIDA.
RECORDED BY
Clerk of Circuit & County
Courts

5

A

EXHIBIT

RECORD AND RETURN TO: OFF REC 15061 PG 414
THIS INSTRUMENT PREPARED BY:
Phyllis Shampianer, Esquire
COLL, DAVIDSON CARTER SMITH
SALTER & BARKETT, P.A.
3200 Miami Center
201 S. Biscayne Blvd.
Miami, Florida 33131

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
Clerk of Circuit & County
Courts
91R194836 1991 JUN 10 15:23

QUIT-CLAIM DEED DOCSTP-DEE 0.55 SURTAX 0.45
MARSHALL ADER, CLERK DADE COUNTY, FL

THIS QUIT-CLAIM DEED, made this 31st day of May, 1991, by AMERICAN SAVINGS OF FLORIDA, F.S.B. formerly AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA, as first party, to THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., a Florida Corporation, whose post office address is 17321 N.W. 56 Court, Miami, Florida 33015, second party:

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged and in accordance with the Declaration of Restrictions and Protective Covenants for The Moors Patio Homes, recorded September 15, 1981, in Official Records Book 11213, at Page 1573, as amended, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described tracts of land, ("Common Areas") situate, lying and being in the County of Dade State of Florida, to wit:

Tracts A, B, C, D, E, F, G, H, I, J, K and L,
all of HARBOUR SUBDIVISION, according to the
Plat thereof, recorded in Plat Book 131, at
Page 11 of the Public Records of Dade County,
Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use and benefit of the said second party forever.

PROVIDED, HOWEVER, That nothing herein contained shall be construed to prevent the utilization of said Common Areas by first party, its successors and assigns, as the owner of a lot, or lots within said HARBOUR SUBDIVISION, in common with all others similarly situated.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas A. Dorsey
Mercedes Sobellian

AMERICAN SAVINGS OF FLORIDA
F.S.B. f/k/a/ AMERICAN SAVINGS
AND LOAN ASSOCIATION
FLORIDA
By: *Thomas A. Dorsey*
Attest: *Mercedes Sobellian*
Assistant Secretary

STATE OF FLORIDA :
: SS.
COUNTY OF DADE :

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared Thomas A. Dorsey, as Senior Vice President and Mercedes Sobellian as Assistant Secretary, respectively of AMERICAN SAVINGS OF FLORIDA, F.S.B. formerly AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA, on behalf of the association, this 31st day of May, 1991.

Thomas A. Dorsey
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC
MY COMMISSION EXP. FEB. 5, 1993
NOTARY PUBLIC STATE OF FLORIDA

NOTARY PUBLIC
STATE OF FLORIDA

PROOF OF NOTICE AFFIDAVIT

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Antonio Sanchez who, after being first duly sworn, deposes and states the following:

1. I am the President of The Moors Patio Homes Maintenance Association, Inc. ("Association").
2. The Board of Directors ("Board") scheduled a Special Meeting of the Board on **July 27, 2011, at 6:30 p.m., at the Clubhouse Executive Office Building located at 17321 NW 66th Court, Miami, Florida 33015** ("Meeting"), for the purpose of the Board meeting to consider and vote upon the preservation of The Moors Patio Homes Covenants in accordance with Chapter 712, Florida Statutes ("Marketable Records Title to Real Property").
3. In accordance with Section 712.05, Florida Statutes, the Association sent to all members of the Association notice of the Meeting no less than seven (7) days prior to the Meeting. Further, the notice contained the following statement:

The Board of Directors of The Moors Patio Homes Maintenance Association, Inc. (the "Association") has taken action to ensure that The Moors Patio Homes Declaration of Covenants and Restrictions recorded on September 15, 1981 in Official Records Book 11213 at Page 1573, et. seq. of the public records of Miami-Dade County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Miami-Dade County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association. This Special Meeting of the Board of Directors shall be for the purpose of conducting a Board Member vote on the preservation of The Moors Patio Homes Declaration of Covenants and Restrictions pursuant to the Marketable Record Title Act.

The real property (lots / parcels) subject to The Moors Patio Homes Covenants as listed in the public records of Miami-Dade County, Florida and as more particularly described in Exhibit "A", attached hereto and incorporated herein.

EXHIBIT B

If two-thirds (2/3rds) of the members of the Board approve the preservation of the covenants and restrictions of The Moors Patio Homes Declaration of Covenants and Restrictions, then the Association shall cause the notice required pursuant to Chapter 712, Florida Statutes, for the preservation of The Moors Patio Homes Declaration of Covenants and Restrictions, to be recorded in the public records of Miami-Dade County, Florida. The notice shall become part of the Association's official records and shall be available to all members upon request.

Dated this 27th day of July, 2011.

By: [Signature]
Print Name: ANTONIO SANCHEZ
Title: PRESIDENT

STATE OF FLORIDA)
 :
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of July 2011 by Antonio Sanchez as President of THE MOORS PATIO HOMES MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me and/or has produced Florida Drivers Licence Number _____ as identification.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Doris Prado
My Commission Expires:



RECORDERS NOTE
The legibility of writing, typing or printing unsatisfactory in this document when received