

13. Amendment to Article V, Section 2(c) of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Within ninety (90) sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an audited accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount collected pursuant to the actual expenditures plus reserves, a cash receipts and disbursements statement which shall be detailed and shall show the amounts by accounts and classifications, including reserves, and shall include the bank accounts reconciliations with beginning and ending balances. Additionally, within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners a compiled financial statement for annual receipts in excess of \$100,000 but less than \$200,000, a reviewed financial statement for annual receipts of \$200,000 to \$400,000, or an audited financial statement for receipts in excess of \$400,000.

In the event any legal action is required to collect assessments hereunder, then and at the discretion of the Board of Directors, the entire balance of assessments due on account of said unit for the remainder of the fiscal year shall be due in full.

14. Amendment to Article V, Section 2 to add Subsection (d) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(d) At least thirty (30) days prior to the end of each fiscal year, the Board of Directors shall supply to all Owners the proposed annual budget together with notice of the meeting at which the budget will be considered. At the budget meeting, unit owners shall consider and enact a budget. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance and shall include, but are not limited to, pavement resurfacing, and buildings painting. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item.

15. Amendment to Article V, Section 4 to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part only for the purpose for which the special assessment is levied for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and for any unusual or unforeseen expense not included in the operating budget. Provided, however, that any such assessment which exceeds \$50.00 per year per unit shall have the assent of 2/3 of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum has been attained. In the event that receipts from the special assessment exceed the actual cost then in that event the surplus funds shall be included in the budget to reduce the operating expenses., provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each

~~class of members who are voting in person or by proxy at a meeting duly called for this purpose.~~

16. Amendment to Article V, Section 5 to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3-2 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3-2 and 4 shall be sent to all members not less than ~~30 days~~ fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ~~sixty percent (60%)~~ ten percent (10%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

17. Amendment to Article V, to delete Section 7 to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

~~Section 7. Assessment of Declarant. Both annual and special assessments must be fixed at a uniform rate for all Lots except that the assessment payable by the Declarant on Lots where there is no occupied dwelling may be less than the assessments payable by Class A members but not less than 25% of the assessments payable by Class A members, and Declarant, while there is Class B membership, shall pay to the Association any deficit incurred by the Association over assessments collected.~~

18. Amendment to Article V, Section 9 to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

Section 9. Effect of Non-Payment of Assessments - Remedies of the Association.

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ~~six percent (6%)~~ eighteen percent (18%) simple interest, per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

19. Amendment to Article VI, Section 3 to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

Section 3. Maintenance of Lots. In the event an Owner of any Lot in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) of the vote of the Directors shall have the right, through its agents and employees, to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Lot is subject. Provided, however, that prior to the Association effecting any such repairs or restoration, the Association must provide 30 days notice to the owner advising of the problem and allowing the owner to correct same; should the owner fail to effect the necessary maintenance within the 30 days, the Association may proceed as stated herein.

20. Amendment to Article VIII, Section 2(b) of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(b) There shall be no obstruction of any Common Areas. Nothing shall be ~~stored~~ placed upon any Common Areas or within or upon any parking area (except for motor vehicles) without the approval of the Board of Directors. Vehicular parking upon General Common Elements may be regulated by the Board of Directors.

21. Amendment to Article VIII, Section 2(g) of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(g) Except as herein elsewhere provided, no junk vehicle, other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the Common Areas ~~or Limited Common Areas except and unless the owner shall have leased and paid the fee for storing the vehicle upon the common parking lot area which is designated and reserved for leased parking only;~~ nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Areas or within or upon any Lot.

22. Amendment to Article VIII, Section 2(k) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(k) No outside television or ~~a~~ radio, aerial ~~or~~ antenna, or any other aerial or antenna for reception or transmission, shall be maintained upon any dwelling unit or any Common Areas except as approved by the Developer or by the Board of Directors and without the prior written consent of the Board of Directors, except as may be originally installed by the Developer.

23. Amendment to Article IX, Section 3(b) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(b) Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or employees, agents, or licensees, but only to the extent liability is imposed by Florida law ~~and to the extent such expense is not covered by the proceeds of insurance carried by the Board of Directors, including any increase in insurance rates occasioned by such act.~~ Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

24. Amendment to Article IX, Section 3(c) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees, ~~not exceeding 33 1/3 percent,~~ as may be determined by the Court.

25. Amendment to delete Article X of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

ARTICLE X

~~FHA/Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties other than that described in Exhibit "B", dedication of Common Area other than that described in Exhibit "A" or Exhibit "B", and amendment of this Declaration of Covenants, Conditions and Restrictions.~~

- 26 Amendment to add signature paragraph to the Declaration of Covenants, Conditions and Restriction to provide as follows:

Except as herein amended, all of the provisions, covenants, conditions and restrictions of the Declaration as recorded, in Official Records Book 10169, Pages 1568 through 1585 inclusive, of the Public Records of Dade County, Florida, shall remain in full force and effect.

EXECUTED as of the date first above written.

The Villas at Cutler Ridge
Homeowners Association, Inc.


President

APPROVED and joined as of the date above written.

BY 75% OR MORE OF LOT OWNERS
PURSUANT TO ARTICLE IX OF THE
DECLARATION AS CONFIRMED AND
AUTHORIZED BY JOINDERS A LIST
OF WHICH IS ATTACHED HERETO
AND THROUGH ATTACHMENT MADE A
PART HEREOF.

THIRD SUPPLEMENT TO AND THIRD AMENDMENT
OF
BY-LAWS
OF
THE VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC.
DADE COUNTY, FLORIDA
(Additions shown by underlining; deletions by "-----")

This Third Supplement to and Third Amendment of the By-Laws is made on this 15th day of December, 1989, by the Villas at Cutler Ridge Homeowners Association, Inc., a Florida not-for-profit corporation, herein after referred to as the "Association".

WHEREAS:

A. Article XII of the By-Laws, herein after described, as set forth therein provides that this document may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

NOW, THEREFORE, in consideration of the premises and the powers granted to the Association to amend the By-Laws of the Villas at Cutler Ridge recorded in Official Records Book 10174, pages 276 through 296 inclusive, of the Public Records of Dade County, Florida the Association hereby makes the following supplement to and amendment of the aforesaid By-Laws.

1. Amendment to Article I, Section 1 of the By-Laws to provide as follows:

Section 1. Applicability. These By-Laws provide for the self-government of Cutler Gardens Homeowners Association, Inc., previously known as the Villas at Cutler Ridge Homeowners Association, Inc., located in Dade County, State of Florida.

2. Amendment to Article I, Section 2 of the By-Laws to provide as follows:

Section 2. Compliance. Pursuant to the Declaration of Covenants, Conditions, and Restrictions for the Villas at Cutler Ridge recorded in Official Records Book 10169, Page 1568 of the Public Records of Dade County, Florida as amended for Cutler Gardens, every Lot owner and all those entitled to occupy a Lot shall comply with these By-Laws.

3. Amendment to Article I, to add Section 4 to the By-Laws to provide as follows:

Section 4. The First Supplement to and First Amendment of the By-Laws recorded in Official Records Book 12527 Pages 670, 671, and the Second Supplement to and Second Amendment of the By-Laws recorded in Official Records Book 12527, Pages 672 through 674 inclusive of the public Records of Dade County, Florida now are hereby repealed, nullified, cancelled, voided and abolished.

4. Amendment to Article II, Section 1 to the By-Laws to provide as follows:

Section 1. Composition. All of the Owners of Lots contained within the boundaries of the Villas at Cutler Ridge Gardens, acting as a group in accordance with the Declaration and these By-Laws, shall constitute the "Association", who shall have the responsibility for administering the Association property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Association Property and performing all of the other acts that may be required to be performed by the Association and by the Declaration. Except as to those matters which the Declaration specifically requires to be performed by the vote of the Owners, the administration of

the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III.

5. Amendment to Article II, Section 4 to the By-Laws to provide as follows:

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if so directed by resolution of the Board of Directors, or upon a petition signed and presented to the Secretary by Owners owning not less than twenty-five percent (25%) of all the votes of the ~~class-A~~ membership. The notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

6. Amendment to Article II, Section 5 to the By-Laws to provide as follows:

Section 5. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ~~15~~ 14 days before such meeting to each member entitled to vote thereat, addressed to the members's address last appearing on the ~~books~~ records of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. When a meeting is called for the purpose of enacting the Budget copies of the proposed annual budget shall be mailed to the members together with the meeting notice.

7. Amendment to Article II, Section 6 to the By-Laws to provide as follows:

Section 6. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of ~~each class of the~~ membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

8. Amendment to Article II, Section 8 of the By-Laws to provide as follows:

Section 8. Voting. At every meeting of the ~~Owners~~ Members, each of the ~~Owners~~ Members shall have the right to cast one vote per lot owned. ~~No Owner shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.~~

9. Amendment to Article II, Section 10 of the By-Laws to provide as follows:

Section 10. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance ~~by the member of his lot. be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the~~

first meeting for which it was given.

10. Amendment to Article II to add Section 11 of the By-Laws to provide as follows:

Section 11. Official Records. The Association shall maintain each of the following items which shall constitute the official records of the Association:

A photocopy of the recorded Declaration, and amendments thereto.
A photocopy of the recorded By-Laws, and amendments thereto.
A certified copy of the Articles of Incorporation and amendments.
A copy of the current rules of the Association.
A book or books which contain the minutes of all meetings of the Association, of the Board of Directors and of unit owners which minutes shall be retained for a period of not less than 7 years.
A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers.
All current insurance policies.
A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility.
Bill of sale or transfer for all property owned by the Association.
Accounting records for the Association and separate accounting records for each member according to good accounting practices.
All accounting records shall be maintained for a period of not less than 7 years.
Bids for work to be performed shall be maintained for 1 year.
Ballots, sign-in sheets, voting proxies, and all other papers relating to elections, shall be maintained for a period of 1 year from the date of the meeting to which the document relates.
All rental records when the Association is acting as agent for the rental of dwelling units.

The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense of the Association member. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection.

11. Amendment to delete Article III, Section 2(b) of the By-Laws to provide as follows:

~~(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;~~

12. Amendment to Article III, Section 3(a), (e), (f), (g) and to add a new subsection (h) to the By-Laws to provide as follows:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote twenty-five percent (25%) of the members;

(e) procure and maintain adequate liability and hazard insurance ~~or on~~ property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, ~~as it may deem appropriate~~;

(g) cause the common areas to be maintained in a state of good repair, including replacement of the improvements when necessity and circumstances dictate.

(h) maintain proper accounting records including, without limitation, cash receipts and disbursements journal, general ledger, and individual owners accounts journal; bank accounts reconciliations all of which shall be maintained according to generally accepted good accounting practice and shall include trial balances. The tax returns and any other reports required by these By-Laws or the Declaration shall be prepared by a Certified Public Accountant the cost of which shall be a common expense.

13. Amendment to Article III, Section 5 of the By-Laws to provide as follows:

~~Section 5. Removal of Members of Board of Directors. At any regular or special meeting of the Association duly called, (but only at or after the first annual meeting) any one or more of the Board of Directors may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting.~~

Recall of Board Members. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting the recall will be effective immediately, and the recalled member or members of the board shall turn over to the board any and all records of the Association in their possession within 72 hours after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The board shall call a meeting of the board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 72 hours any and all records of the Association in their possession; or if the board determines not to certify the written agreement to recall a member or members of the board, or if the vote at a meeting is disputed, the board shall, within 72 hours, retain the services of an independent third party which is agreeable to both parties, or an arbitration panel. A decision by either shall be final and have the same force and effect as if an order of the court.

14. Amendment to Article III, Section 6 of the By-Laws to provide as follows:

Section 6. Vacancies. Vacancies in the board of directors caused by any reason other than the removal recall of a director shall be filled by a vote of a majority of the remaining directors at a special meeting of the board of directors held for that purpose, promptly after the occurrence of any such vacancy, and each person so elected shall be a member of the board of directors until a successor shall be

electd at the next annual meeting of the Association. If the Association fails to fill vacancies on the board of directors sufficient to constitute a quorum in accordance with these By-Laws, any unit owner may apply to the circuit court of Dade County for the appointment of a receiver to manage the affairs of the Association. At least 30 days prior to applying to the circuit court, the unit owner shall mail to the Association and all members a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the board sufficient to constitute a quorum.

If any member or members of the Board of Directors are removed at a meeting, an election may be held to fill the remainder of the terms of office.

15. Amendment to Article VI, Section 1 to amend subsection (a), subsection (b), add subsection (b)(iv), delete subsection (c) and amend subsection (e) of the By-Laws to provide as follows:

Section 1.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on ~~January~~ September 1 of each year and terminating on ~~December~~ August 31 of the same year, ~~unless otherwise designated by the Board of Directors.~~

(b) Preparation and Approval of Budget. At least thirty days before the end of each year the Board of Directors shall adopt a budget for the Association detailed by accounts and expense classifications and containing an estimate of the total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, ~~repair and replacement of Association property and the cost of wages, materials, insurance premiums, services, supplies and other operating expenses, that may be declared to be Common Expenses by these By-Laws or a Resolution of the Association.~~ In addition to the annual operating expenses, the budget shall include reserve accounts such as capital expenditures and deferred maintenance, bad debts reserve and a general operating reserve. All of which may be declared to be common expenses by these By-Laws or a Resolution of the board of directors and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Association property and the rendering to the owners of all related services, subject to Article V, Section 2 of the Declaration. The Budget may also include:

(iv) Any surplus income or expenses shall be included in the subsequent year's budget.

~~(c) The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least thirty (30) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Association.~~

(e) Reserves. The Board of Directors may ~~shall~~ build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may

become necessary during the year shall be charged first against the operating reserve account. If the this account's reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners equally, and which may be payable in a lump sum or in installments as the Board of Directors may determine and subject to Article V, Section 4 of the Declaration except in an emergency which requires prompt action to avoid further loss. The Board of Directors shall serve notice of any such further assessment on all owners by a statement in writing giving the amount and reason therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment or, if the additional assessment is not payable in installments, the amount of such assessment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws, including without limitation the right reserved to the board to accelerate payments of assessments and the right to recovery of attorneys' fees and costs.

16. Amendment to Article VI, Section 3 of the By-Laws to provide as follows:

Section 3. Use of Common Areas. An owner shall not place or cause to be placed in the common areas or facilities, any furniture, packages or objects of any kind which would tend to unreasonably be unsightly, obstruct or interfere with the proper use of such common areas or common facilities by other owners.

17. Amendment to Article XII of the By-Laws to provide as follows:


These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, ~~except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.~~

18. Amendment to add signature paragraph to the By-Laws to provide as follows:

Except as herein amended, all of the provisions, covenants, conditions and restrictions of the By-Laws as recorded, in Official Records Book 10174, Pages 276 through 296 inclusive, of the Public Records of Dade County, Florida, shall remain in full force and effect.

EXECUTED as of the date first above written.

The Villas at Cutler Ridge
Homeowners Association, Inc.


President

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

1978 SEP 28 PM 1:26

OF

THE VILLAS AT CUTLER RIDGE
DADE COUNTY, FLORIDA

OFF REC 10169 PG 1568

THIS DECLARATION, made on this 29th day of June, A.D., 1978,
Heritage Communities -- Villas at Cutler Ridge, Inc., a Pennsylvania Corporation
sometimes called "The Declarant."

WITNESSETH:

WHEREAS, the Declarant, is the owner of the Real Estate described in
Article II hereof and desires to create thereon a residential community with
permanent common areas and community facilities for the benefit of said
community.

WHEREAS, the Declarant desires to provide for the preservation of the
values and amenities in said community and for the maintenance of said common
areas and community facilities; and to this end, desires to subject the real
property described in Article II hereof to the covenants, restrictions, ease-
ments, charges and liens, hereinafter set forth, each and all of which is and
are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient pre-
servation of the values and amenities in said community, to create an association
to which should be delegated and assigned the powers and duties of maintaining
and administering the common areas and community facilities, administering
and enforcing the within covenants and restrictions and disbursing the charges
and assessments hereinafter created; and . . .

WHEREAS, the Declarant has formed (or intends to form) the Villas at
Cutler Ridge Homeowners Association, Inc., as a non-profit corporation without
capital stock under the General Laws of the State of Florida for the purpose
of carrying out the power and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property known
as "The Villas at Cutler Ridge" and described in Article II hereof is and shall
be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, oc-
cupied, and improved subject to the covenants, restrictions, easements, charges
and liens (hereinafter sometimes referred to as "covenants and restrictions")
hereinafter set forth which are for the purpose of protecting the value and desira-
bility of, and which shall run with the real property and be binding on all proper-
ties having any right, title or interest in the described property or any part
thereof, their heirs, successors, and assigns, and shall inure to the benefit of
each owner thereof

EXHIBIT C

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to the Villas at Cutler Ridge Homeowners Association Inc. and its successors and assigns.

(b) "The Property" or "Association Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.

(c) "Lot" shall mean and refer to any subdivided parcel of property shown on the plat of the property, with the exception of the Common Areas.

(d) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as all of that property shown on Exhibit "A" that is not platted as an individual "Lot".

(e) "Dwelling" or "Dwelling Unit" or "Unit" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single family.

(f) "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 on the Property including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association. An owner is a member.

(h) "Developer" shall mean and refer to the Declarant, Heritage Communities -- Villas at Cutler Ridge and its successors.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Dade, State of Florida, and is more particularly described as "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions.

(a) So long as there are Class B memberships of the Association, additional property, described in Exhibit "B" may be annexed to the above-described property without the assent of the Class A members of the Association, if any, provided that the FHA and the VA determine that the annexation is in accord with the general plan theretofore approved by them. Thereafter, such additional property may be annexed only with the consent of two-thirds (2/3) of the Class A members of the Association. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A", as hereinafter provided.

(b) Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Dade County, Florida, which Supplementary Declaration shall extend the scheme of the within Covenants and Restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE III

Section 1. Every Owner of a Lot which is subject to the assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership. The Association shall have two classes of voting membership.

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons, or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Lot in which

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they hold the interest for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for membership appurtenant to such shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B member shall be the Declarant and shall be entitled to three votes for each Lot in which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and be converted to Class A membership on the first to happen of the following events:

- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on January 1, 1987.

(c) Prior to the issuance of any Class A memberships the Declarant reserves the right to alter, modify remove or add to any of the Covenants, Conditions, Restrictions and/or Agreements set forth herein with the provision that any alterations, modifications, removals or additions shall not be in violation of applicable laws.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said Facilities with the consent of two-thirds (2/3) of each class of members; and

(b) The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas or that may be constructed upon the Common Areas or any other land which may be purchased by the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or

foreclosures; and

(d) The right of the Association to limit the number of guests of members;

and

(e) The right of the Association to suspend the voting rights and the right to use the Common Facilities for any period during which any assessment remains unpaid for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for such purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and

(g) The rights of the fee owners of Lots to a perpetual easement over any Common Area or Community Facility for such portions of their Dwellings (Townhouses) that may overhang said Common Areas or Community Facilities, and for necessary pedestrian and vehicular ingress and egress to and from any such Dwelling (Townhouse) or Lot over said Common Areas and Community Facilities, and also for utility services.

(h) Developer hereby dedicates the Common Area for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in Exhibit "A" attached hereto and here incorporated by reference; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties; and, in the absence of such designation by plat, such easements shall be located and extend 20 feet on either side of the centerline of all facilities respectively installed by each utility within the Common Area as part of the development or phase prior to the conveyance of the Common Area, or any portion thereof, by Developer to the Association, provided, however, no portion of the Common Area occupied by any building installed by Developer as part of the development or phase shall be included

REC 10169 PG 156

within any easement area. Subsequent to such conveyance, additional easements may be granted by the Association for utility purposes.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in Paragraph (g) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article XI hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintenance Assessments. The Declarant for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special 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 and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Lot at the time when the assessment fell due. The personal obligation for delinquency assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred (\$600) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

ANNUAL ASSESSMENT
5% PER YEAR

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an audited accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount collected pursuant to the actual expenditures plus reserves.

In the event any legal action is required to collect assessments hereunder, then and at the discretion of the Board of Directors, the entire balance of assessments due on account of said unit for the remainder of the fiscal year shall be due in full.

Section 3. Payment of Common Expenses. All Owners shall be obligated to pay the assessments assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V and such expenses not paid by the 30th day of each month shall be in default. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. Any Owner may be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the Owner. Provided, further, that if a mortgagee of a first mortgage of record obtains title to a Lot as a result of foreclosure of a first mortgage, such purchaser, its successor and assigns, shall not be liable for, and such Lot shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title of such Lot by such purchaser pursuant to the foreclosure sale. The Board of Directors has the responsibility and authority to reassess unpaid shares of common expenses against all Lot Owners but not including the purchaser at the foreclosure sale and that such reassessment against all other Lot Owners shall be equal.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a

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special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.
Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Commencement of Annual Assessments. The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment for any such lot shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any lot for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each lot for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each lot 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 lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any owner upon reasonable notice to the Board.

Written notice of annual assessment shall be sent to every owner subject thereto.

Section 7. Assessment of Declarant. Both annual and special assessments must be fixed at a uniform rate for all Lots except that the assessment payable by the Declarant on Lots where there is no occupied dwelling may be less than the assessments payable by Class A members but not less than 25% of the assessments payable by Class A members, and Declarant, while there is Class B membership, shall pay to the Association any deficit incurred by the Association over assessments collected.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 9. Effect of Non-Payment of Assessments - Remedies of the Association
Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The lien of the assessments provided for herein shall also be subordinate to tax liens.

ARTICLE VI

Section 1. Maintenance of Common Area. The Association will be responsible for the repair, maintenance, and replacement of all common areas and community facilities.

Section 2. Exterior Maintenance of Dwellings (Townhouses). In addition to maintenance upon the Common Areas and Community Facilities, as aforesaid, the Association may, in the interest of the general welfare of all the Owners of the Property, provide periodic exterior maintenance upon either Lots or Dwellings (Townhouses) subject to annual assessment as provided herein, as follows (but in no way limited to the following): periodic painting of exterior building surfaces and trim, repair and maintenance of gutters, downspouts, roofs, shrubs, lawns, walks, driveways and other exterior improvements, all as and when it deems necessary for the purposes aforesaid but not without resolution by the Board of Directors of the Association or by an architectural control committee appointed by the Board, and not without reasonable notice to the Owner of any Lot, purposes to be so maintained.

Section 3. Maintenance of Lots. In the event an Owner of any Lot in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) of the vote of the Directors shall have the right, through its agents and employees, to enter upon said parcel and repair, maintain, and restore the lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such lot is subject.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. Except for the original construction and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, ninge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, antennas, radio or television broadcasting receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies,

porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Lot or upon any of the common areas within the project or to remove or alter any windows or exterior doors of any Dwelling Unit (Townhouse), materially increase the cost of operating or insuring the Association property or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the cost of maintaining and insuring the Association property and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by an architectural control committee designated by it.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. In no event shall the powers and duties herein provided in any way alter or affect the ultimate control or powers of the Board as provided in this Declaration.

Section 3. Approvals, etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Residential Use. Except for the areas of the Association property designated for recreational use, all Lots shall be used for private residential purposes exclusively except such temporary non-residential uses as may be permitted by the Board of Directors from time to time. Nothing in this Section, or hereinafter, shall be construed to prohibit the Declarant from the use of any Lot which Declarant owns for promotion, marketing or display purposes as "model units" or for leasing any unit or units which Declarant owns.

Section 2. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the original construction and sale of Lots or Dwelling Units (Townhouses), and except as may be reasonable and necessary in connection with the repair or reconstruction of any portion of the Association property by the Association.

(a) No noxious or offensive trade or activity shall be carried on within the Association property or within any Lot situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the Association property, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members.

(b) There shall be no obstruction of any Common Areas. Nothing shall be stored upon any Common Areas or within or upon any parking area (except for motor vehicles), without the approval of the Board of Directors. Vehicular parking upon General Common Elements may be regulated by the Board of Directors.

(c) Nothing shall be done or maintained on any Lot or upon any Common Area which will increase the rate of insurance on the Common Areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained on any Lot which would be in violation of any law. No waste shall be committed upon any Common Areas.

(d) No structural alteration, construction, addition or removal of any improvement on any Lot or Common Area shall be commenced or conducted except in strict adherence with the provisions of this Declaration.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Lot or upon any Common Area unless approved in writing by the Board of Directors. Pets shall not be permitted upon the Common Areas unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the Association property shall be deemed to have indemnified and agreed to hold the Association, each of its members and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises, or to charge such person for any extraordinary cost of maintaining the Common Areas caused by the presence of the pet.

(f) Except for such signs as may be posted by the Declarant or the Association for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Lot or the Common Areas without the prior consent in writing of the Board of Directors and/or under such conditions as they may establish. Under no circumstances will signs offering the lots for rent or for sale be posted upon the Common Areas.

(g) Except as hereinotherwise provided, no junk vehicle, other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like be kept upon any of the Common Areas or Limited Common Areas nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Areas or within or upon any Lot.

(h) No part of the Common Areas shall be used for commercial activities of any character. This subsection shall not apply to the use of the Common Areas and Lots owned by the Developer for reasonable display, marketing, promotional, or sales purposes.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Lot or upon any Common Area. Trash or garbage shall be deposited with care in containers designated for such purpose.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any Common Areas at any time. Outside clothes dryers or clothes lines shall not be maintained upon any Common Areas.

at any time. No clothing, laundry, or the like shall be hung from any part of any Lot or upon any of the Common Areas or from or upon any balcony or patio.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Common Areas without the prior written consent of the Board of Directors, except as may be originally installed by the Developer.

(l) No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association or the Management Agent nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

(m) There shall be no violation of any rules for the use of the Common Areas or other "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby in this Declaration authorized to adopt such rules.

(n) No unlawful use shall be made of any Lot or any portion of the Common Areas and all laws, zoning and other ordinances, regulations or governmental and other municipal bodies and the like shall be observed at all times.

ARTICLE IX

Section 1. Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Relief. Each Owner shall be governed by, and shall comply with all the terms of the Declaration, the By-Laws, and the Rules and Regulations, and any amendments of the same. A default by an Owner shall entitle the Association, acting through the Board of Directors or through the Management Agent, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, the By-Laws, and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the By-Laws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Management Agent, or, if appropriate, by an aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or employees, agents, or licensees, but only to the extent liability is imposed by Florida law and to the extent such expense is not covered by the proceeds of insurance carried by the Board of Directors, including any increase in insurance rates occasioned by such act. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees, not exceeding 33-1/3 percent, as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Association, the Board of Directors, or an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, the By-Laws, or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors or the Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration, the By-Laws, or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declara-

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Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

ARTICLE X

FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties other than that described in Exhibit "B", dedication of Common Area other than that described in Exhibit "A" or Exhibit "B", and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of June, 1978 *JR*

Declarant _____

By: Heritage Communities-Villages of Cutler Ridge

[Signature]
President, Heritage Communities-Villages
of Cutler Ridge

[Signature]
Secretary

[Signature]
Witness

[Signature]
Witness

(Corporate acknowledgment)

This Instrument was Prepared by:
James Laughlin
3200 Ponce de Leon Boulevard
Coral Gables, Florida 33134

EXHIBIT "A"

The N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 12, Township 56 S Range 39 E;
AND

a portion of the East $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Section 12, more particularly described as follows:

Commence at the N.E. corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Section 12; thence run S $01^{\circ} 07' 41''$ E, a distance of 609.10 feet to a point on a circular curve concave to the N.E., the radius point of said point on a curve being on a bearing of N $03^{\circ} 07' 44''$ E; said point on the curve also being the POINT OF BEGINNING of the parcel herein described; thence run S.E.ly along said curve having a radius of 392.50 feet and a central angle of $03^{\circ} 49' 25''$ for an arc distance of 26.19 feet to a Point of Tangency of said curve; thence run N $89^{\circ} 18' 19''$ E, a distance of 48.61 feet to the Point of Curvature of a circular curve, concave to the S.W.; thence run S.E.ly along said curve having a radius of 300 feet and a central angle of $24^{\circ} 56' 05''$ for an arc distance of 130.56 feet to a point on the curve, the radius point of said point on the curve being on a bearing of S $24^{\circ} 14' 24''$ W; thence run N $43^{\circ} 33' 19''$ E, a distance of 120.44 feet; thence run S $46^{\circ} 26' 41''$ E, a distance of 206.00 feet; thence run S $43^{\circ} 33' 19''$ W, a distance of 123.20 feet to a point on a circular curve concave to the S.W.; thence run N.W.ly along said curve having a radius of 300 feet and a central angle of $25^{\circ} 28' 52''$ for an arc distance of 133.42 feet to a point on the curve; thence run S $38^{\circ} 55' 22''$ W along a line radial to the last and next described curves, a distance of 35.00 feet to a point on a circular curve concave to the S.W.; thence run N.W.ly along said curve having a radius of 265.00 feet and a central angle of $39^{\circ} 37' 03''$ for an arc distance of 183.24 feet to the Point of Tangency of said curve; thence run S $89^{\circ} 18' 19''$ W, a distance of 48.61 feet to the Point of Curvature of a circular curve concave to the N.E.; thence run N.W.ly along said curve having a radius of 427.50 feet and a central angle of $03^{\circ} 28' 28''$ for an arc distance of 25.92 feet to a point on the curve, the radius point of said point on the curve being on a bearing of N $02^{\circ} 46' 47''$ E; thence run N $01^{\circ} 07' 41''$ W, a distance of 35.09 feet to the POINT OF BEGINNING containing 0.74 acres, more or less.

EXHIBIT "B"

The South $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ and the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 12, Township 56 South, Range 39 East, being and lying in Dade County, Florida

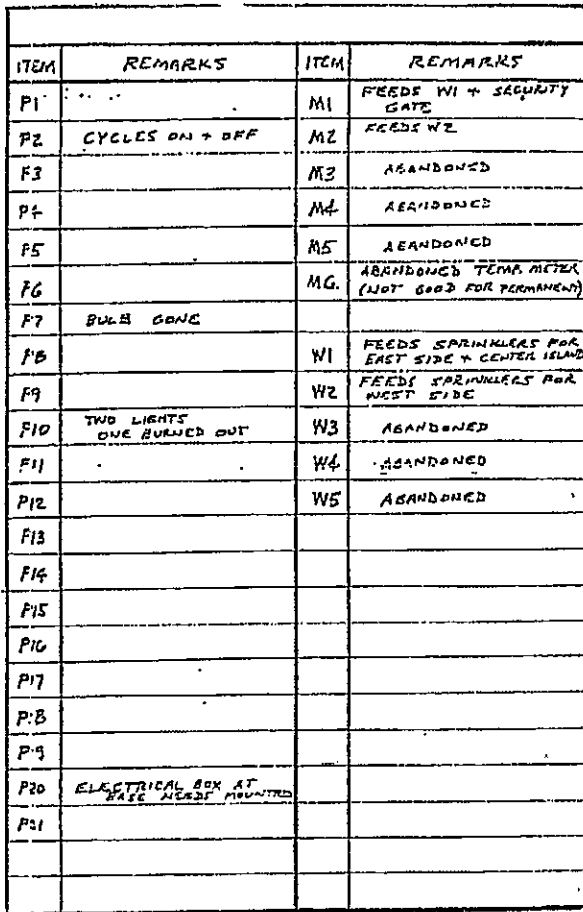
LESS

a portion of the East $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Section 12, more particularly described as follows:

Commence at the N.E. corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Section 12; thence run S $01^{\circ} 07' 41''$ E, a distance of 608.10 feet to a point on a circular curve concave to the N.E., the radius point of said point on a curve being on a bearing of N $03^{\circ} 07' 44''$ E; said point on the curve also being the POINT OF BEGINNING of the parcel herein described; thence run S.E.ly along said curve having a radius of 392.50 feet and a central angle of $03^{\circ} 49' 25''$ for an arc distance of 26.19 feet to a Point of Tangency of said curve; thence run N $82^{\circ} 18' 19''$ E, a distance of 48.61 feet to the Point of Curvature of a circular curve, concave to the S.W.; thence run S.E.ly along said curve having a radius of 300 feet and a central angle of $24^{\circ} 56' 05''$ for an arc distance of 130.56 feet to a point on the curve, the radius point of said point on the curve being on a bearing of S $24^{\circ} 14' 24''$ W; thence run N $43^{\circ} 33' 19''$ E, a distance of 120.44 feet; thence run S $46^{\circ} 26' 41''$ E, a distance of 306.00 feet; thence run S $43^{\circ} 33' 19''$ W, a distance of 123.20 feet to a point on a circular curve concave to the S.W.; thence run N.W.ly along said curve having a radius of 300 feet and a central angle of $25^{\circ} 28' 52''$ for an arc distance of 133.42 feet to a point on the curve; thence run S $38^{\circ} 55' 22''$ W along a line radial to the last and next described curves, a distance of 35.00 feet to a point on a circular curve concave to the S.W.; thence run N.W.ly along said curve having a radius of 265.00 feet and a central angle of $39^{\circ} 37' 03''$ for an arc distance of 183.24 feet to the Point of Tangency of said curve; thence run S $89^{\circ} 18' 19''$ W, a distance of 48.61 feet to the Point of Curvature of a circular curve concave to the N.E.; thence run N.W.ly along said curve having a radius of 427 feet and a central angle of $03^{\circ} 28' 28''$ for an arc distance of 25.92 feet to a point on the curve, the radius point of said point on the curve being on a bearing of N $02^{\circ} 46' 47''$ E; thence run N $01^{\circ} 07' 41''$ W, a distance of 35.09 feet to the POINT OF BEGINNING containing 0.74 acres, more or less.

RECORDED IN DEED RECORDS BOOK
OF DADE COUNTY, FLORIDA,
BY THE CLERK
RICHARD P. BUNKER,
CLERK CIRCUIT COURT

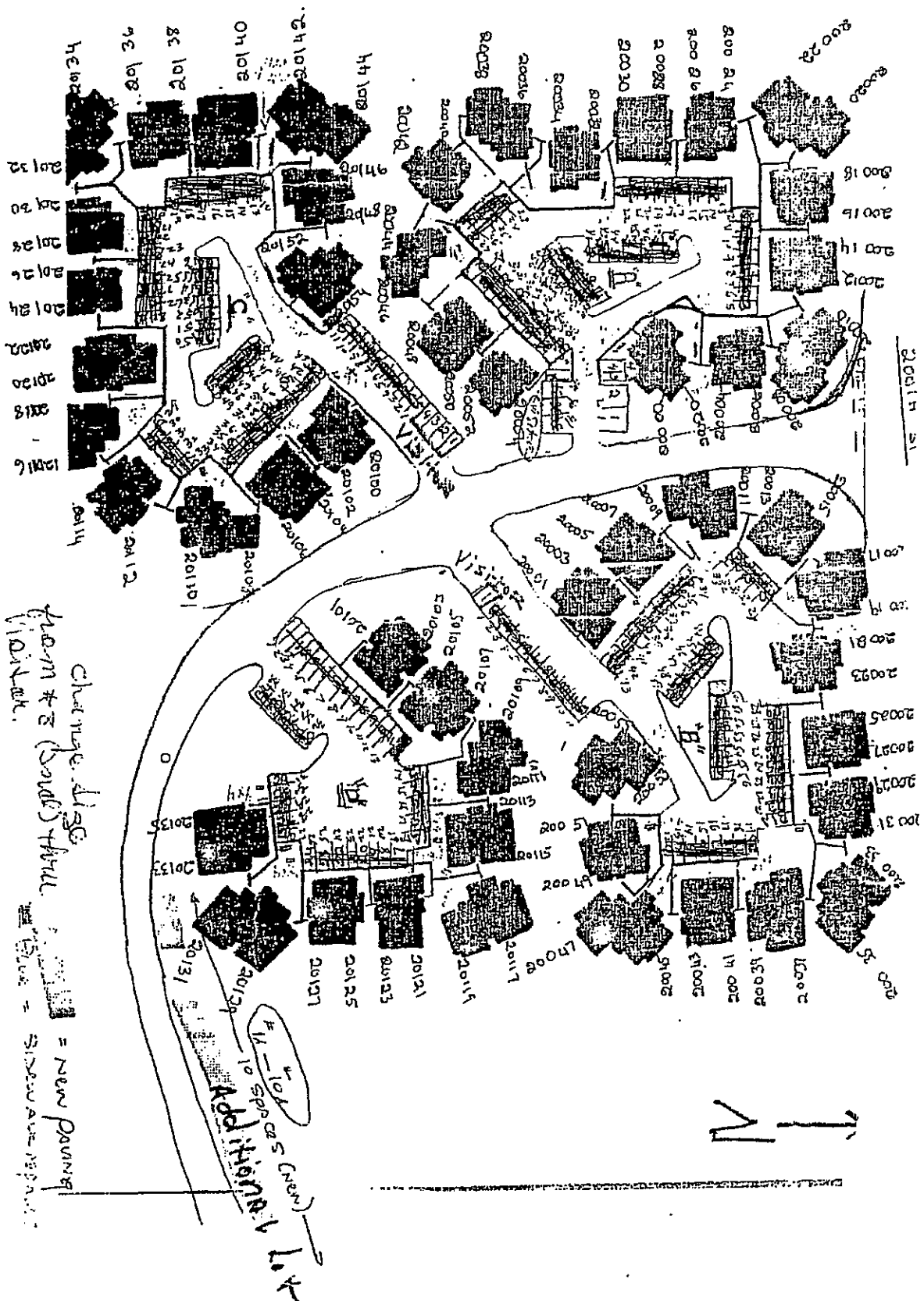
N.



EPX = STREET LIGHT POLE *X
 TMX = ELECTRIC METER *X
 ☒ = FPL TRANSFORMER
 OWX = WELL WITH PUMP *X
 ⊗ = MIAMI-DADE WATER + SEWER DEPT.
 SEWAGE LIFT STATION

ELECTRICAL PLAN

MEZ 5-11-90



OFF. 1438876 .LO
REC.

20132	Mary Anne Grogan	20132 S.W. 123 Drive
20133	Marsha Cassidy	20133 S.W. 123 Drive
20134	Lois & Angel Fernandez	20134 S.W. 123 Drive
20135	1st Nationwide Bank	20135 S.W. 123 Drive
20138	Chris & James Mann	20138 S.W. 123 Drive
20140	Ali A. Pouladi	20140 S.W. 123 Drive
20146	Stan & Sofie Jasiurkowski	20146 S.W. 123 Drive
20148	Gwen Timbang	20148 S.W. 123 Drive
20150	Susan Martel	20150 S.W. 123 Drive
20152	Queen E. Gibbons	20152 S.W. 123 Drive
20154	Mauricio & Claudia Amador	20154 S.W. 123 Drive

RECORDED BY OFFICIAL CLERK OF
OF DADE COUNTY, FLORIDA.
STODOLSKY
RICHARD P. BARNETT
CLERK CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:

ROSA M. DE LA CAMARA, ESQUIRE
BECKER, POLIAKOFF & STREITFELD, P.A.
BLUE LAGOON CORPORATE CENTER
6161 BLUE LAGOON DRIVE, SUITE 250
MIAMI, FLORIDA 33128

RECORDED 15 MAR 1990
1447178 23

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Certificate of Incorporation of the Villas at Cutler Ridge Homeowners Association, Inc., was issued by the Secretary of State of Florida on the 13th day of September, 1988; and

WHEREAS, said Corporation is a Homeowners Association responsible for the operation of the Villas at Cutler Ridge; and

WHEREAS, the Corporation was formed as a not-for-profit corporation under Chapter 617, Florida Statutes, and said Articles of Incorporation were recorded in the Public Records of Dade County on October 3, 1978; and

WHEREAS, at a duly called and convened meeting of the membership of the Association held on August 25, 1989, the members of the Association by a vote in excess of that required by the Articles of Incorporation and the Association documents approved an amendment as follows:

ARTICLE 1

Name and Definitions

The name of the corporation shall be The ~~Villas at Cutler Ridge~~ Cutler Gardens Homeowners Association, Inc. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the By-Laws of the Association as By-Laws.

WHEREAS, all references throughout the Articles of Incorporation to The Villas at Cutler Ridge Homeowners Association, Inc., shall be replaced with The Cutler Gardens Homeowners Association, Inc.

WITNESS my signature hereto this 8 day of February, 1990 at Dade County, Florida.

THE VILLAS AT CUTLER RIDGE
HOMEOWNERS ASSOCIATION, INC.

BY: K. A. [Signature]
President

[Signature]
Witness

ATTEST: See Attached:
Secretary

Witness

STATE OF FLORIDA :
COUNTY OF DADE : SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Sally S. Kocotore well known to me to be the President ~~and the Secretary~~ of The Villas at Cutler Ridge Homeowners Association, Inc., a Florida Corporation, on behalf of the Corporation and that they acknowledged executing the same voluntarily under the authority duly vested in them by said Corporation.

Dated at Dade County, Florida, this 30th day of February, 1990.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Seal)

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 2, 1990.
DANGER: THRU NOTARY PUBLIC UNRENEWED!

LAW OFFICES
SIEGFRIED, KIPNIS, RIVERA, LERNER, DE LA TORRE & MOCARSKI, P.A.

MARIA V. ARIAS
HELIO DE LA TORRE
PETER H. EDWARDS
ALAN G. KIPNIS
ELISABETH D. KOZLOW
LISA A. LERNER
H. HUGH MCCONNELL
STEVEN G. MOCARSKI
OSCAR R. RIVERA
STEVEN M. SIEGFRIED
WALTER E. STEVENS

SUITE 1102
201 ALHAMBRA CIRCLE
CORAL GABLES, FLORIDA 33134
DADE (305) 442-3334
BROWARD (305) 781-1131
FAX (305) 443-3292
BOCA RATON OFFICE
SANCTUARY CENTRE
4600 NORTH FEDERAL HIGHWAY
SUITE 301A
BOCA RATON, FLORIDA 33431
(407) 395-0200

KERRY A. GREENWALD
BOCA RATON, FLORIDA (407) 395-0200

HENRY PAUL JOHNSON
NAFLES, FLORIDA (407) 261-4655

WARREN J. KOZLOW
CORAL GABLES, FLORIDA (305) 442-3334

FILE NO. 1910483
Coral Gables
REPLY TO

August 30, 1991

Cathie Carr, Property Manager
Miami Management, Inc.
14538 S.W. 119th Avenue
Miami, FL 33186

Re: Cutler Gardens Homeowners Association, Inc.

Dear Cathie:

Enclosed please find a copy of the Articles of Incorporation, and Certificate of Amendment to the Articles, for the above referenced Association, which we requested and received from the Secretary of State.

Please do not hesitate to contact me if you should have any questions or require any help in connection with any matter concerning this Association.

Sincerely yours,

SIEGFRIED, KIPNIS, RIVERA, LERNER,
DE LA TORRE & MOCARSKI, P.A.

Lisa A. Lerner

LAL/jlc
Enclosure(s)

LAW OFFICES
SIEGFRIED, KIPNIS, RIVERA, LERNER, DE LA TORRE & MOCARSKI, P.A.

MARIA V. ARIAS
HELIO DE LA TORRE
PETER H. EDWARDS
ALAN G. KIPNIS
ELISABETH D. KOZLOW
LISA A. LERNER
H. HUGH MCCONNELL
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CORAL GABLES, FLORIDA 33134
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BOCA RATON OFFICE
SANCTUARY CENTRE
4800 NORTH FEDERAL HIGHWAY
SUITE 301A
BOCA RATON, FLORIDA 33431
14071 305-0200

KERRY A. GREENWALD
BOCA RATON, FLORIDA 33091 305-6200
HENRY PAUL JOHNSON
NAPLES, FLORIDA 34103 813-4668
WARREN J. KOZLOW
CORAL GABLES, FLORIDA 33134 305-442-3334

FILE NO. 1910483
REPLY TO Coral Gables

August 30, 1991

Cathie Carr, Property Manager
Miami Management, Inc.
14538 S.W. 119th Avenue
Miami, FL 33186

Re: Cutler Gardens Homeowners Association, Inc.

Dear Cathie:

Enclosed please find a copy of the Articles of Incorporation, and Certificate of Amendment to the Articles, for the above referenced Association, which we requested and received from the Secretary of State.

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Sincerely yours,

SIEGFRIED, KIPNIS, RIVERA, LERNER,
DE LA TORRE & MOCARSKI, P.A.

Lisa A. Lerner

LAL/jlc
Enclosure(s)

ARTICLES OF INCORPORATION

OF

THE VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION,

The undersigned by these Articles associates themselves for the purpose of forming a corporation not for profit fit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name and Definitions

The name of the Corporation shall be the VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the ASSOCIATION, these Articles of Incorporation as ARTICLES, and the By-Laws of the Association as BY-LAWS.

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity to promote the health, safety, and welfare of the members of the ASSOCIATION and to provide for enforcement of the Declaration of Covenants, Conditions, and Restrictions (to be referred to herein as the DECLARATION) of the ASSOCIATION which relate to real property situate in Dade County, Florida, more particularly described on Exhibit A attached hereto.

ARTICLE III

Powers

The powers of the ASSOCIATION shall include and shall be governed by the following provisions:

3.1. General. The ASSOCIATION shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2. Enumeration. The ASSOCIATION shall have all of the powers set forth in the Declaration, and all of the powers and duties reasonably necessary to carry out the purposes of the DECLARATION as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as Owners of Lots to defray the costs, expenses and losses of the ASSOCIATION.

(b) To use the proceeds of assessments and charges as provided by the DECLARATION; to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the DECLARATION; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the ASSOCIATION, including all charges levied or imposed against the property of the ASSOCIATION.

(c) Insofar as permitted by law, to do all

other things that, in the opinion of the Board of Directors of the ASSOCIATION, will promote the common benefit and enjoyment of the Owners of Lots.

(d) Giving authority to participate in mergers and consolidations with other nonprofit corporations provided that such action shall have the consent of two-thirds (2/3) of each class members.

(e) Giving authority to borrow money and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

3.3. Limitation. The powers of the ASSOCIATION shall be subject to, and shall be exercised in accordance with the provisions of the DECLARATION and the BY-LAWS.

ARTICLE IV

Members

4.1. Membership. The ASSOCIATION shall have two classes of voting membership. With the exception of the Declarant, every person, group of persons or entities that is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessments by the ASSOCIATION, shall be a Class A member of the ASSOCIATION, provided, however, that any such person, group of persons, or entities, who hold such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership. In the event that more than one person, group of persons or entities is a record owner of a fee interest in any Lot, then the vote for membership appurtenant to such shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit. The Class B member shall be the Declarant (as defined in the DECLARATION), and shall be entitled to three votes for each Lot which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events. The membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the ASSOCIATION. Contract sellers are included to be members of the ASSOCIATION.

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1987.

ARTICLE V

Directors

5.1. Number and Qualification. The affairs of the

ASSOCIATION shall be managed by a board consisting of the number of directors determined by the BY-LAWS, but not less than three directors nor more than five directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the ASSOCIATION as long as the Declarant is in control of the Board.

5.2. Duties and Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the ASSOCIATION, including all of the duties and powers necessary for exercising the rights of the ASSOCIATION under the DECLARATION.

5.3. Election; Removal. Directors of the ASSOCIATION shall be elected at the annual meeting of the members in the manner determined by the BY-LAWS. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the BY-LAWS.

5.4. Term of First Directors. At the first annual meeting of the ASSOCIATION, the term of office of two (2) members of the Board of Directors shall be fixed at three (3) years, the term of office of two (2) members of the Board of Directors shall be fixed at two (2) years and the term of office of one (1) member of the Board of Directors shall be fixed at one (1) year. The first Board of Directors shall be elected simultaneously with one ballot or election. The persons receiving the two highest number of votes shall be elected for the three year terms. The persons receiving the next two highest (third and fourth) number of votes shall be elected for the two year terms. The person receiving the next highest (fifth) number of votes shall be elected for the one year term. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the ASSOCIATION.

5.5. First Directors. The names and addresses of the initial members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

DONNA MARIE WOODWARD
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

LESLIE ALAN SCHERE
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

GEORGE FELDMAN
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

ARTICLE VI

Officers

The affairs of the ASSOCIATION shall be administered by the officers designated in the BY-LAWS. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of

be proposed and adopted in the following manner:

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

9.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by more than 25% of the members of the ASSOCIATION. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals shall require the assent of 75% of the entire membership.

9.3. Limitation. Provided, however, that no amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members, without approval in writing by all members. No amendment shall be made that is in conflict with the DECLARATION.

9.4. Recording. A copy of each amendment shall be accepted and certified by the Secretary of State.

ARTICLE X

Term

The term of the ASSOCIATION shall be perpetual.

ARTICLE XI

Office

The ASSOCIATION shall initially have an office at 8905 S.W. 87th Ave., Suite 206, Miami, Florida 33176.

ARTICLE XII

Subscribers

The names and residences of the subscribers to these Articles of Incorporation are as follows:

DONNA MARIE WOODHARD
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

LESLIE ALAN SCHERE,
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

GEORGE FELDMAN
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

ARTICLE XIII

Dissolution

The ASSOCIATION May be dissolved with the assent

FILED

FHA/VA Approval

ARTICLE XV

ARTICLE XVI

16

FELDMAN, appeared before me and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on the 13th day of September, 1983.

Kenneth L. Slaw
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 1 1988
RECORDS INFL CONTROL NO. 10-03-001123

Tract A, Block 2, less and except Lots 1 through 56 inclusive; Tract B, Block 1, less and except Lots 1 through 46 inclusive; Tract C and Tract D of THE VILLAS AT CUTLER RIDGE according to the Plat thereof as recorded in Plat Book 109, Page 85 of the Public Records of Dade County, Florida.

EXHIBIT "A"

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

THE VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Certificate of Incorporation of the Villas at Cutler Ridge Homeowners Association, Inc., was issued by the Secretary of State of Florida on the 13th day of September, 1988; and

WHEREAS, said Corporation is a Homeowners Association responsible for the operation of the Villas at Cutler Ridge; and

WHEREAS, the Corporation was formed as a not-for-profit corporation under Chapter 617, Florida Statutes, and said Articles of Incorporation were recorded in the Public Records of Dade County on October 3, 1978; and

WHEREAS, at a duly called and convened meeting of the membership of the Association held on August 25, 1989, the members of the Association by a vote in excess of that required by the Articles of Incorporation and the Association documents approved an amendment as follows:

ARTICLE 1

Name and Definitions

The name of the corporation shall be The Villas at Cutler Ridge Cutler Gardens Homeowners Association, Inc. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the By-Laws of the Association as By-Laws.

WHEREAS, all references throughout the Articles of Incorporation to The Villas at Cutler Ridge Homeowners Association, Inc., shall be replaced with The Cutler Gardens Homeowners Association, Inc.

WITNESS my signature hereto this 27th day of November, 1989 at Dade County, Florida.

THE VILLAS AT CUTLER RIDGE
HOMEOWNERS ASSOCIATION, INC.

BY: [Signature] President

ATTEST: [Signature] Secretary

[Signature]
Witness

[Signature]
Witness

STATE OF FLORIDA :
COUNTY OF DADE : SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared [Signature] and MICHAEL E. SWEENEY, JR. well known to me to be the President and the Secretary of The Villas at Cutler Ridge Homeowners Association, Inc., a Florida Corporation, on behalf of the Corporation and that they acknowledged executing the same voluntarily under the authority duly vested in them by said Corporation.

Dated at Dade County, Florida, this 27th day of November, 1989.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY 22-125226 EXP. 04-11-1991
BOOK 12, PAGE 216, 1989
NOTARY PUBLIC, STATE OF FLORIDA
11-11-1989 (12/11/1991)

ARTICLES OF INCORPORATION

OF

THE VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION,

The undersigned by these Articles associates themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name and Definitions

The name of the Corporation shall be the VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the ASSOCIATION, these Articles of Incorporation as ARTICLES, and the By-Laws of the Association as BY-LAWS.

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity to promote the health, safety, and welfare of the members of the ASSOCIATION and to provide for enforcement of the Declaration of Covenants, Conditions, and Restrictions (to be referred to herein as the DECLARATION) of the ASSOCIATION which relate to real property situate in Dade County, Florida, more particularly described on Exhibit A attached hereto.

ARTICLE III

Powers

The powers of the ASSOCIATION shall include and shall be governed by the following provisions:

3.1. General. The ASSOCIATION shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2. Enumeration. The ASSOCIATION shall have all of the powers set forth in the Declaration, and all of the powers and duties reasonably necessary to carry out the purposes of the DECLARATION as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as Owners of Lots to defray the costs, expenses and losses of the ASSOCIATION.

(b) To use the proceeds of assessments and charges as provided by the DECLARATION; to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the DECLARATION; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the ASSOCIATION, including all charges levied or imposed against the property of the ASSOCIATION.

(c) Insofar as permitted by law, to do all

other things that, in the opinion of the Board of Directors of the ASSOCIATION, will promote the common benefit and enjoyment of the Owners of Lots.

(d) Giving authority to participate in mergers and consolidations with other nonprofit corporations provided that such action shall have the consent of two-thirds (2/3) of each class members.

(e) Giving authority to borrow money and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

3.3. Limitation. The powers of the ASSOCIATION shall be subject to, and shall be exercised in accordance with the provisions of the DECLARATION and the BY-LAWS.

ARTICLE IV

Members

4.1. Membership. The ASSOCIATION shall have two classes of voting membership. With the exception of the Declarant, every person, group of persons or entities that is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessments by the ASSOCIATION, shall be a Class A member of the ASSOCIATION, provided, however, that any such person, group of persons, or entities, who hold such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership. In the event that more than one person, group of persons or entities is a record owner of a fee interest in any lot, then the vote for membership appurtenant to such shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any lot or dwelling unit. The Class B member shall be the Declarant (as defined in the DECLARATION), and shall be entitled to three votes for each lot which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events. The membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the ASSOCIATION. Contract sellers are included to be members of the ASSOCIATION.

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1987.

ARTICLE V

Directors

5.1. Number and Qualification. The affairs of the

ASSOCIATION shall be managed by a board consisting of the number of directors determined by the BY-LAWS, but not less than three directors nor more than five directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the ASSOCIATION as long as the Declarant is in control of the Board.

5.2. Duties and Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the ASSOCIATION, including all of the duties and powers necessary for exercising the rights of the ASSOCIATION under the DECLARATION.

5.3. Election; Removal. Directors of the ASSOCIATION shall be elected at the annual meeting of the members in the manner determined by the BY-LAWS. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the BY-LAWS.

5.4. Term of First Directors. At the first annual meeting of the ASSOCIATION, the term of office of two (2) members of the Board of Directors shall be fixed at three (3) years, the term of office of two (2) members of the Board of Directors shall be fixed at two (2) years and the term of office of one (1) member of the Board of Directors shall be fixed at one (1) year. The first Board of Directors shall be elected simultaneously with one ballot or election. The persons receiving the two highest number of votes shall be elected for the three year terms. The persons receiving the next two highest (third and fourth) number of votes shall be elected for the two year terms. The person receiving the next highest (fifth) number of votes shall be elected for the one year term. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the ASSOCIATION.

5.5. First Directors. The names and addresses of the initial members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

DONNA MARIE WOODWARD
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

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8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

GEORGE FELOMAN
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

ARTICLE VI

Officers

The affairs of the ASSOCIATION shall be administered by the officers designated in the BY-LAWS. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of

the ASSOCIATION and shall serve at the pleasure of the Board of Directors. The names and addresses of the initial officers who shall serve until their are designated by the Board of Directors are as follows:

DONNA MARIE WOODWARD
President
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

LESLIE ALAN SCHERE,
Vice-President
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

GEORGE FELDMAN
Secretary
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

ARTICLE VII

Indemnification

The ASSOCIATION shall indemnify every officer and director of the ASSOCIATION against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors of the ASSOCIATION) to which he may be made a party by reason of being or having been an officer or director of the ASSOCIATION whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the ASSOCIATION shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the ASSOCIATION shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the ASSOCIATION (except to the extent that such officers or directors may also be owners of Lots) and the ASSOCIATION shall indemnify and forever hold each such officer and director free and harmless against any and all liabilities to others on account of any such contract or commitment. Any rights to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the ASSOCIATION, or former officer or director of the ASSOCIATION may be entitled.

ARTICLE VIII

BY-LAWS

The first BY-LAWS of the ASSOCIATION shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and members in the manner provided by the BY-LAWS.

ARTICLE IX

Amendments

Amendments to these Articles of Incorporation shall

PELDMAN, appeared before me and after being duly sworn they
acknowledged that they executed the foregoing Articles of
Incorporation for the purposes expressed in the Articles on
the 13th day of September, 1983.

Kenneth L. Silva
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 9 1984
RECORD THIS CERTIFICATE IN THE PUBLIC RECORDS

given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Dissolution is subject to the provisions of Florida State Statute 617.05.

ARTICLE IX

FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administrations: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XV

Registered Office

The registered office of the ASSOCIATION is located C/O Leslie Alan Schere, P.A., 8905 S.W. 87th Ave., Suite 206, Miami, FL 33176.

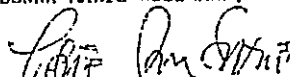
ARTICLE XVI

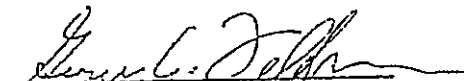
Registered Agent

Leslie Alan Schere, P.A., a resident of Florida, whose business address is 8905 S.W. 87th Ave., Suite 206, Miami, FL 33176, Dade County, Florida, is hereby appointed the initial registered agent of this ASSOCIATION.

IN WITNESS WHEREOF, the subscribers have executed these Articles as of the 13th day of September, 1983.


DONNA MARIE WOODWARD, President,


LESLIE ALAN SCHERE, Vice-President


GEORGE FELDMAN, Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS

DONNA MARIE WOODWARD, LESLIE ALAN SCHERE AND GEORGE

be proposed and adopted in the following manner:

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

9.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by more than 25% of the members of the ASSOCIATION. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals shall require the assent of 75% of the entire membership.

9.3. Limitation. Provided, however, that no amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members, without approval in writing by all members. No amendment shall be made that is in conflict with the DECLARATION.

9.4. Recording. A copy of each amendment shall be accepted and certified by the Secretary of State.

ARTICLE X

Term

The term of the ASSOCIATION shall be perpetual.

ARTICLE XI

Office

The ASSOCIATION shall initially have an office at 8905 S.W. 87th Ave., Suite 206, Miami, Florida 33176.

ARTICLE XII

Subscribers

The names and residences of the subscribers to these Articles of Incorporation are as follows:

DONNA MARIE WOODWARD
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

LESLIE ALAN SCHERE,
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

GEORGE FELDMAN
8905 S.W. 87th Ave.
Suite 206
Miami, FL 33176

ARTICLE XIII

Dissolution

The ASSOCIATION May be dissolved with the assent