

LAW OFFICES

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

SUITE 1102  
201 ALHAMBRA CIRCLE

CORAL GABLES, FLORIDA 33134

DADE (305) 442-3334

BROWARD (305) 781-1134

FAX (305) 443-3292

BOCA RATON OFFICE

SANCTUARY CENTRE

4800 NORTH FEDERAL HIGHWAY

SUITE 301-A

BOCA RATON, FLORIDA 33431

(407) 395-0200

OF COUNSEL

KERRY A. GREENWALD

BOCA RATON, FLORIDA (407) 395-0200

HENRY PAUL JOHNSON

NAPLES, FLORIDA (813) 261-4666

WARREN J. KOZLOW

CORAL GABLES, FLORIDA (305) 442-3334

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

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

*Cutler Gardens HOA/GEN*  
*4115.1*

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.

*L*  
Lisa A. Lerner

LAL/jlc  
Enclosure(s)

CUTLER GARDENS

1990 JAN -8 PM 3:57

90R008899

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CERTIFICATE OF AMENDMENT

TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
BY-LAWS  
OF  
VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC., has been duly recorded in Official Record Book 10169 at Page 1568 of the Public Records of Dade County, Florida; and

WHEREAS, the By-Laws of VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC. has been duly recorded in Official Records Book 10174 at Page 276 of the Public Records of Dade County, Florida; and

WHEREAS, the Third Supplement to and Third Amendment of the Declaration of Covenants, Conditions and Restrictions were approved by the written agreement of the Lot Owners by a number in excess of that which is required by the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, at a duly called and convened meeting of the membership of VILLAS AT CUTLER RIDGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, held on August 25, 1989, at which a quorum was present, the members of the Association approved the Third Supplement to and Third Amendment of the By-Laws by an affirmative vote in excess of that required by the applicable provisions of said document.

NOW THEREFORE, the undersigned hereby certify that the attached is a true copy of the Third Supplements to and Third Amendments of the aforementioned documents as approved by the members of the Association.

WITNESS our signatures hereto this 3<sup>rd</sup> day of JANUARY, 1990, 1989.

Michael P. Shekmer, Jr.  
Michael Shekmer, Jr., Secretary

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 Michael Shekmer, Jr. well known to me to be the Secretary of the Corporation executing this instrument, and that he acknowledged executing the same voluntarily under the authority duly vested in him by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 3rd day of January, 1989, 1990

My Commission Expires: June 13, 1992

Sally S. Rockrise  
Sally S. Rockrise, President

NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA :  
COUNTY OF PALM BEACH : 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. Rockrise well known to me to be the President of the Corporation executing this instrument, and that she acknowledged executing the same voluntarily under the authority duly vested in her by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 18 day of December, 1989, 1990

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;  
MY COMMISSION EXPIRES AUG. 4, 1990.  
JUNIOR FRANK NOTARY PUBLIC SUCCESSIONARY

EXHIBIT

NOTARY PUBLIC, STATE OF FLORIDA

REC-14388PM 706

THIRD SUPPLEMENT TO AND THIRD AMENDMENT  
OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE VILLAS OF CUTLER RIDGE  
DADE COUNTY, FLORIDA

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

This Third Supplement to and Third Amendment of the Declaration of Covenants, Conditions and Restrictions is made on this 15<sup>th</sup> 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 IX of the Declaration, herein after described, as set forth therein provides that this document may be amended by an instrument signed by not less than seventy-five percent (75%) of owners of individual Lots in the Villas at Cutler Ridge.

NOW, THEREFORE, in consideration of the premises and the powers granted to the Association to amend the Declaration of Covenants, Conditions and Restrictions of the Villas at Cutler Ridge, recorded in Official Records of Dade County, Florida, the Association hereby makes the following supplement to and amendment of the aforesaid Declaration.

1. Amendment to Page one, Paragraph four of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

WHEREAS, the ~~Declarant~~ Association has formed (or intends to form) the ~~Villas at Cutler Ridge~~ Cutler Gardens Homeowners Association, Inc. as a not-for-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.

2. Amendment to Page one, Paragraph five of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

NOW THEREFORE, the ~~Declarant~~ Association hereby declares that the real property previously known as "The Villas at Cutler Ridge" ~~and described in Article II hereof and in Plat Book 109, Page 85 of the Public Records of Dade County shall be henceforth known as Cutler Gardens and is~~ and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, 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 desirability of, and which shall run with the real property and be binding on all parties 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.

3. Amendment to Article I, Section 1(a) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

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

4. Amendment to Article I, Section 1(h) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(h) "Developer" shall mean and refer to the original Declarant, Heritage Communities Villas at Cutler Ridge and ~~its successors which corporation is now defunct.~~

5. Amendment to Article II, to delete Section 2(a) and (b) to the Declaration of Covenant, Conditions and Restrictions as follows:

~~(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 Bada 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 complimentary 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.~~

6. Amendment to Article III, Section 2 to the Declaration of Covenant, Conditions and Restrictions to provide as follows:

Section 2. Membership. The Association shall have two ~~classes~~ one class 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 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.~~

7. Amendment to Article III, to delete Section 2(b) and (c) of the Declaration of Covenants, Conditions and Restrictions as follows:

~~(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.~~

8. Amendment to Article IV, Section 1(a) of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(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 the members; and

9. Amendment to Article IV, to delete Section 1(e) of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

~~(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~~

10. Amendment to Article IV, Section 1 to add Subsection (i) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(i) The use of a power of attorney that affects any aspect of the Association operation shall be in compliance with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws, Association rules and all other covenants, conditions, and restrictions in force at the time of the execution of the power of attorney.

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

(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, shall not exceed 105% of the assessment for the preceeding year without a vote of the membership. In determining whether assessments exceed 105% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the common property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the common property shall be excluded from the computation. In order for the maximum annual assessment to increase in excess of 105% of the assessment for the preceeding year, the increase must be approved by a majority of the owners present in person or by proxy at a duly called membership meeting at which a quorum has been attained.

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

(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%. In order for the maximum annual assessment to increase in excess of 105% of the assessment for the preceeding year, the increase must be approved by a majority of the owners present in person or by proxy at a duly called membership meeting at which a quorum has been attained, 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.

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

ASSESSMENT  
CAN BE PASSED  
IF IT'S ONLY  
BELOW \$50  
PER YEAR  
\$51.00  
PER YEAR

~~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.~~



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REC.

- 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 of 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

Quorum  
10%



first meeting for which it was given.

10. Amendment to Article IX 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 ~~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

elected 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

LIST OF CONSENT AND JOINDERS

UNIT	OWNER	ADDRESS
20000	Robert Welz	20000 S.W. 123 Drive
20001	Dennis Bermudez	20001 S.W. 123 Drive
20002	Florence Giubilo	20002 S.W. 123 Drive
20003	Ana Vidal	20003 S.W. 123 Drive
20004	Charles & Judith Jimmerson	20004 S.W. 123 Drive
20005	William Ballard	20005 S.W. 123 Drive
20006	Debra McAlpine	20006 S.W. 123 Drive
20007	Ruby Nairne	20007 S.W. 123 Drive
20008	Mary Hoo Kim Lyn	20008 S.W. 123 Drive
20009	Janet Crossfield	20009 S.W. 123 Drive
20010	Manuel Castro	20010 S.W. 123 Drive
20011	Terrance Pittman	20011 S.W. 123 Drive
20013	Joseph Zimmerman	20013 S.W. 123 Drive
20014	Steven & Marie Weich	20014 S.W. 123 Drive
20015	Gerald Beatty	20015 S.W. 123 Drive
20016	Lurleen Wong-Cann	20016 S.W. 123 Drive
20017	Antoine Chuck	20017 S.W. 123 Drive
20018	Maria Currell	20018 S.W. 123 Drive
20020	Lillian Castro	20020 S.W. 123 Drive
20021	Jack Leoniff	20021 S.W. 123 Drive
20022	Margery Galt	20022 S.W. 123 Drive
20023	Clarence Tears	20023 S.W. 123 Drive
20024	Charles & Xenia Ames	20024 S.W. 123 Drive
20026	Gregory Schweitzer	20026 S.W. 123 Drive
20028	Rene Rojas	20028 S.W. 123 Drive
20029	Carmelita Cruz	20029 S.W. 123 Drive
20030	Cullen Barbier	20030 S.W. 123 Drive
20031	Alma Simpson	20031 S.W. 123 Drive
20033	Melvin Rymer	20033 S.W. 123 Drive
20034	Michael Shekmer	20034 S.W. 123 Drive
20035	Monica Osorio	20035 S.W. 123 Drive
20038	Louis Lee	20038 S.W. 123 Drive
20039	Olive Jones	20039 S.W. 123 Drive
20040	Lucille Walker	20040 S.W. 123 Drive
20041	Wrensford Kendall	20041 S.W. 123 Drive
20044	Desmond McKoy	20044 S.W. 123 Drive
20045	Gloria Steers	20045 S.W. 123 Drive
20046	July M. Lagotic	20046 S.W. 123 Drive
20048	Gary Crooks	20048 S.W. 123 Drive
20050	Marta O. Villada	20050 S.W. 123 Drive
20052	Sandra Poppe	20052 S.W. 123 Drive
20053	U.S. Department of HUD	20053 S.W. 123 Drive
20055	Valerie Crosson	20055 S.W. 123 Drive
20100	Bernard Thomas	20100 S.W. 123 Drive
20101	U.S. Department of HUD	20101 S.W. 123 Drive
20102	Robert Stern	20102 S.W. 123 Drive
20104	Angela Halpern	20104 S.W. 123 Drive
20105	U.S. Department of HUD	20105 S.W. 123 Drive
20106	Thomas & Rita Hu	20106 S.W. 123 Drive
20107	Daisy Pasmin	20107 S.W. 123 Drive
20109	Madelaine Tatum	20109 S.W. 123 Drive
20112	Hazel Jenner	20112 S.W. 123 Drive
20113	Margaret Penson	20113 S.W. 123 Drive
20115	Sonia Woods	20115 S.W. 123 Drive
20116	Marilyn Veingrad	20116 S.W. 123 Drive
20117	Sally Rockrise	20117 S.W. 123 Drive
20118	Patricia Fryer	20118 S.W. 123 Drive
20119	Marion Chin	20119 S.W. 123 Drive
20120	Glenford & Marie Wright	20120 S.W. 123 Drive
20122	Rebecca Wickens	20122 S.W. 123 Drive
20123	U.S. Department of HUD	20123 S.W. 123 Drive
20124	Tammy Pulaski	20124 S.W. 123 Drive
20125	Ernestine Harris	20125 S.W. 123 Drive
20126	Rosemarie Pellini	20126 S.W. 123 Drive
20129	Angel Vasquez	20129 S.W. 123 Drive
20131	Paul & Paulette King	20130 S.W. 123 Drive



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276

BY-LAWS  
OF  
THE VILLAS AT CUTLER RIDGE  
HOMEOWNERS ASSOCIATION, INC.  
DADE COUNTY, FLORIDA

ARTICLE I  
GENERAL

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

Section 2. Compliance. Pursuant to the Declaration of Covenants, Conditions, and Restrictions for the Villas at Cutler Ridge, as amended, every Lot owner and all those entitled to occupy a Lot shall comply with these By-Laws.

Section 3. Office. The office of the Association and the Board of Directors shall be located at such place as may be designated from time to time by the Board of Directors.

ARTICLE II

THE ASSOCIATION

Section 1. Composition. All of the Owners of Lots contained within the boundaries of the Villas at Cutler Ridge, 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.

Section 2. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

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.

15 DAYS

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 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books 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.

QUORUM  
10%  
11 UNITS

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 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.

Section 7. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call
- (b) Proof of Notice of Meeting
- (c) Reading of Minutes of Preceding Meeting
- (d) Reports of Officers and Board of Directors
- (e) Report of Management Agent, if any, and if present
- (f) Report of Committees
- (g) Election or Appointment of Inspectors of Election (when so required)
- (h) Election of Members of the Board of Directors (when so required)
- (i) Unfinished Business
- (j) New Business
- (k) Adjournment

Section 8. Voting. At every meeting of the Owners, each of the Owners 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.

Section 9. Conduct of Meeting The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book of resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Association when not in conflict with the Declaration of these By-Laws.

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.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. Until the first annual meeting, and thereafter until their successors shall have been elected by the Owners, the Board of Directors shall be designated and appointed by the Declarant. The initial Board of Directors shall be composed of not less than three (3) nor more than five (5) persons, who may be, but are not required to be, officers, directors, or designees of the Declarant, Owners or spouses of Owners, or mortgagees (or designees of mortgagees) of Units. The first Board of Directors elected at the first annual meeting shall consist of five (5) persons.

Section 2. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(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;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 3. Duties. It shall be the duty of the Board of Directors to:

(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;  
(b) supervise all officers, agents and employees of this Association,

and to see that their duties are properly performed.

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance 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 Area to be maintained.

Section 4. Managing Agent. The Board of Directors may employ for the Association a professional Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Provided, however, that any such professional Management Contract may not be entered into for a term exceeding three (3) years, and provided further that such Management Contract may be terminated with or without cause upon sixty (60) days written notice.

X

Section 4. Election and Term of Office. 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.

BOARD  
MEMBERS  
SERVE FOR  
3 YEARS

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.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association 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 elected at the next annual meeting of the Association.

Section 7. Organization Meeting. The date of the first meeting of the members of the Board of Directors elected at the annual meeting of the Association shall be determined by the Board immediately following the Association meeting and no further notice shall be necessary to the newly elected members of the Board of Directors. Such meeting shall occur within 30 days.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors on a monthly basis or as deemed necessary, but at least two such meetings shall be held during each fiscal year.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each director by mail or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors. In the event of an emergency, however, these requirements shall not apply. An emergency would be any situation which would necessitate action without time for a meeting because of additional loss to property or person and affecting the health, welfare, or safety of a Co-Owner, Dwelling Unit (Townhouse), Lot or the Common Areas.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Fidelity Bonds. The Board of Directors shall require adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums of such bonds shall constitute a Common Expense.

Section 12. Compensation. No director shall receive any compensation

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(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.

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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

(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

*[Handwritten mark]*

from the Association for exercising his duties and obligations as a director.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or these By-Laws. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. In the event of an emergency, however, an oral consent will suffice until written consent can be obtained.

#### ARTICLE IV.

##### OFFICES

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Treasurer, but no other officers, shall be required to be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until a successor is elected or until he shall sooner resign.

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by written notice to the Board of Directors, President or Secretary or is otherwise disqualified to serve. A vacancy in any office may be filled by the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a corporation organized in the State of Florida, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of the secretary of a corporation organized in the State of Florida.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; he shall be

Met 10/14 at 10:30

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responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors. He shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall with the Board of Directors, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two (2) officers of the Association, or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association solely for exercising his duties and obligations as an officer.

#### ARTICLE V

##### LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. 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 to the Owners 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 right 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.

Section 2. Common Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant), in which one or more of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Association or not so interested.

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ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 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 fiscal year the Board of Directors shall adopt a budget for the Association 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 expenses that may be declared to be Common Expenses by these By-Laws or a Resolution of the Association, 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:

( i ) The cost of the maintenance or repair of any Lot or Dwelling Unit (Townhouse) in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Association property or is otherwise in the interest of the general welfare of all Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lot or Dwelling Unit (Townhouse) proposed to be maintained and provided further that the cost thereof shall be assessed against the Lot or Dwelling Unit (Townhouse) on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said Lot or Dwelling Unit (Townhouse) at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in the Declaration.

(ii) Any amount necessary to discharge any lien or encumbrance levied against the Association property or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the common elements rather than the interest therein of the Owner of any individual lot.

(iii) Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working funds for the Association, a general operating reserve, or reserves for contingencies and replacement.

(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.

(d) The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for the payment and collection of assessments in these By-Laws, including without limitation the right reserved to the Board to accelerate payment of assessments and the right to recover attorneys' fees and costs.

(e) Reserves. The Board of Directors may 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 reserves. If the 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. 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.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Owners may be commingled into a single fund, but shall be identified and accounted for each Owner.

Section 2. Collection of Assessment. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

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 obstruct or interfere with the proper use of such Common Areas or common facilities by other Owners.

ARTICLE VII

INSURANCE

Section 1. The Association shall obtain and maintain at all times insurance, as set forth herein, including insurance against fire, with endorsement for extended coverage for the full insurable replacement value, of the Association property. Such insurance shall run to the benefit of the Association, and, if mortgaged, to the mortgagee, as their respective interests may appear, which insurance shall be governed by the following provisions:

(a) That the insurer waives its rights of subrogation to any claims against the Declarant, Board of Directors, the Managing Agent, the Owners and their respective agents, employees, guests and, in the case of Owners, the members of their households;

(b) That the master policy on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any member of the Board, officer or employee of the Board of Directors or the Managing Agent, without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect;

(c) That the policy may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Board of Directors.

(d) That the net proceeds of such policies, if less than Twenty-Five Thousand Dollars (\$25,000), shall be payable to the Board of Directors, and if more than Twenty-Five Thousand Dollars (\$25,000) shall be payable to the Insurance Trustee designated in Section 2 of this Article.

(e) All policies of insurance shall be written with a company licensed to do business in the State of Florida and holding a rating of "A+" or better by Best's Insurance Reports, or equivalent.

(f) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

Section 2. Insurance Coverage.

(a) The Board of Directors shall be required to the extent available to obtain and maintain the following insurance:

( i) Fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements, insuring all Association property in the amount:



equal to at least 100% of replacement value of the Property.

(ii) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

(iii) Such other insurance as the Board of Directors may determine.

(b) The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring the Declarant, each member of the Board of Directors, the Managing Agent, and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees arising out of, or incident to, the ownership and/or use of the Common Areas). Said insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another name insured. The Board of Directors shall review such limits once a year, but in no event shall such insurance be less than ONE MILLION DOLLARS (\$1,000,000) with respect to any one accident or occurrence and FIFTY THOUSAND DOLLARS (\$50,000) with respect to any claim for property damage. It shall be the responsibility of each Owner to obtain, at his own expenses, liability insurance with respect to his ownership and/or use of his Lot, and the Board of Directors shall not be responsible for obtaining such insurance.

### Section 3. Insurance Trustee.

(a) The Board of Directors shall have the right to designate any bank, trust company, management agent, savings and loan association, building loan association, insurance company, or any institutional lender, or itself, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of these By-Laws.

(b) The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on

FOURTH SUPPLEMENT TO AND FOURTH AMENDMENT  
TO THE BY-LAWS  
CUTLER GARDENS HOMEOWNERS ASSOCIATION, INC.  
DADE COUNTY, FLORIDA

This Fourth Supplement to and Fourth Amendment of the By-Laws is made on this 15 day of July, 1990, by the Cutler Gardens 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 Cutler Gardens Homeowners Association, Inc. 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 1 to provide as follows: New Section does not change present text.

Section 5. Definitions. The following definitions shall apply wherever referred to in these By-Laws:

VISITOR SHALL MEAN ANY PERSON WHO IS A GUEST OR RESIDENT OF A DWELLING UNIT FOR A PERIOD OF TIME LESS THAN TWO CONSECUTIVE WEEKS IN A SIX MONTH PERIOD.

GUEST SHALL MEAN ANY PERSON WHO IS A NON-PAYING RESIDENT OF A DWELLING UNIT.

TEMPORARY DECAL:

A CARD ON WHICH THE WORD "VISITOR" IS IMPRINTED AND WHICH IS GIVEN TO A VISITOR WHO PRE-REGISTERS WITH THE ASSOCIATION.

VEHICLE REGISTRATION:

SHALL MEAN ALL VEHICLES WHICH ARE PARKED IN THE COMMUNITY FOR A PERIOD OF TIME LONGER THAN 48 HOURS.

TENANT:

SHALL MEAN ANY PERSON OR PERSONS WHO OCCUPY A DWELLING UNIT UNDER A "LEASE" OR "RENTAL AGREEMENT", OR "LEASE/OPTION" AGREEMENT.

PERSON:

SHALL MEAN A PERSON, FIRM, ASSOCIATION, CORPORATION OR OTHER ENTITY.

OWNER:

SHALL MEAN THE HOLDER OR HOLDERS OF THE FEE TITLE TO ANY LOT OR UNIT AND SHALL INCLUDE, BY DEFINITION, MORTGAGEES WHO OBTAIN TITLE AT JUDICIAL SALES, BUT SHALL EXCLUDE SUBSEQUENT TRANSFERS OF TITLE BY MORTGAGEES TO ANY GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO THE U.S. SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND THE VETERANS ADMINISTRATION; HOWEVER, ANYTHING TO THE CONTRARY NOTWITHSTANDING, THESE GOVERNMENT AGENCIES SHALL BE DEFINED AS "OWNER" HEREIN UPON ACCEPTING FEE TITLE TO ANY LOT OR DWELLING UNIT.



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2. Amendment to Article XV: New Article does not change present text.

Section 1. TRANSFER SUBJECT TO APPROVAL:

SALE: NO DWELLING UNIT OWNER MAY DISPOSE OF A DWELLING UNIT OR ANY INTEREST THEREIN BY SALE, LAND CONTRACT, OR OPTION TO PURCHASE WITHOUT APPROVAL OF THE ASSOCIATION EXCEPT BY AN "ARMS LENGTH" SALE TO ANOTHER DWELLING UNIT OWNER.

LEASE: NO DWELLING UNIT OWNER MAY TRANSFER POSSESSION OR OTHERWISE DISPOSE OF A DWELLING UNIT OR ANY INTEREST THEREIN BY LEASE OR RENTAL AGREEMENT OR LEASE/OPTION WITHOUT APPROVAL BY THE ASSOCIATION, EXCEPT BY A BONA FIDE LEASE OR RENTAL AGREEMENT TO ANOTHER DWELLING UNIT OWNER. IN ANY EVENT, NO DWELLING UNIT SHALL BE LEASED OR OTHERWISE "TENANT" OCCUPIED MORE THAN TWICE IN ANY ONE CALENDAR YEAR OR FOR A PERIOD OF TIME LESS THAN FOUR MONTHS.

GIFT, DEVISE, INHERITANCE OR OTHER TRANSFERS:

IF ANY DWELLING UNIT OWNER ACQUIRES HIS TITLE BY GIFT, DEVISE OR INHERITANCE, OR BY JUDICIAL DECREE, OR IN ANY MANNER NOT HERETOFORE CONSIDERED IN THE FOREGOING SUBSECTIONS, THE PROPOSED TRANSFER SHALL BE SUBJECT TO THE APPROVAL OF THE ASSOCIATION.

Section 2. APPROVAL BY THE ASSOCIATION: The approval of the Association which is required for the transfer of dwelling units shall be obtained in the following manner:

(a) NOTICE TO ASSOCIATION:

SALE: A DWELLING UNIT OWNER INTENDING TO MAKE A BONA FIDE SALE OF HIS DWELLING UNIT OR ANY INTEREST THEREIN SHALL GIVE TO THE ASSOCIATION NOTICE OF SUCH INTENTION, TOGETHER WITH THE NAME AND ADDRESS OF THE INTENDED PURCHASER AND ANY OTHER INFORMATION AS THE ASSOCIATION MAY REASONABLY REQUIRE.

LEASE: A DWELLING UNIT OWNER INTENDING TO MAKE A BONA FIDE LEASE, OR RENTAL AGREEMENT, OR LEASE/OPTION OF HIS DWELLING UNIT OR ANY INTEREST THEREIN SHALL GIVE TO THE ASSOCIATION NOTICE OF SUCH INTENTION, TOGETHER WITH THE ASSOCIATION'S FORM ENTITLED "TENANT APPLICATION", AND AN EXECUTED COPY OF THE PROPOSED LEASE OR RENTAL AGREEMENT, WHICH LEASE OR RENTAL AGREEMENT SHALL PROVIDE THAT IT IS SUBJECT TO APPROVAL BY THE ASSOCIATION AND WHICH SHALL FURTHER PROVIDE THAT THE DWELLING UNIT OWNER ASSIGNS TO THE ASSOCIATION THE IRREVOCABLE RIGHT AND POWER TO EVICT THE TENANT FOR ANY INFRACTION OF OR NON-COMPLIANCE WITH ASSOCIATION'S GOVERNING DOCUMENTS AND RULES AND REGULATIONS PROMULGATED BY THE BOARD OF DIRECTORS. NO TENANT MAY OCCUPY ANY DWELLING UNIT PRIOR TO NOTICE OF APPROVAL.

GIFT, DEVISE, INHERITANCE OR OTHER TRANSFERS:

A DWELLING UNIT OWNER WHO HAS ACQUIRED HIS TITLE BY GIFT, DEVISE, INHERITANCE OR IN ANY OTHER MANNER NOT HERETOFORE CONSIDERED, INCLUDING JUDICIAL DECREE, SHALL GIVE TO THE ASSOCIATION NOTICE OF THE ACQUIRING OF HIS TITLE, TOGETHER WITH SUCH INFORMATION CONCERNING THE DWELLING UNIT OWNER AS THE ASSOCIATION MAY REASONABLY REQUIRE, AND A CERTIFIED COPY OF ALL INSTRUMENTS EVIDENCING THE UNIT OWNER'S TITLE.

- (b) INFORMATION AND REVIEW: The Board of Directors may require a personal interview of prospective purchasers and tenants and any other review that the Board of Directors deems necessary.

LEASE



TENANT APPLICATION



RIGHT TO EVICT



(c) FAILURE TO GIVE NOTICE:

IF THE NOTICE TO THE ASSOCIATION HEREIN REQUIRED IS NOT GIVEN, THEN AT ANY TIME AFTER RECEIVING KNOWLEDGE OF A TRANSACTION OR EVENT TRANSFERRING OWNERSHIP OR POSSESSION OF A UNIT, THE ASSOCIATION AT ITS ELECTION AND WITHOUT NOTICE MAY APPROVE OR DISAPPROVE THE TRANSACTION OR OWNERSHIP. IF THE ASSOCIATION DISAPPROVES THE TRANSACTION OR OWNERSHIP, THE ASSOCIATION SHALL PROCEED AS IF IT HAD RECEIVED THE REQUIRED NOTICE ON THE DATE OF SUCH DISAPPROVAL.

3. Section 3. CERTIFICATE OF APPROVAL:

(a) SALE: IF THE PROPOSED TRANSACTION IS A SALE, OR LAND CONTRACT, OR OPTION TO PURCHASE, THEN WITHIN TWENTY (20) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, THE ASSOCIATION MUST EITHER APPROVE OR DISAPPROVE THE PROPOSED TRANSACTION. IF APPROVED, THE APPROVAL SHALL BE STATED IN A CERTIFICATE EXECUTED BY THE PROPER OFFICERS OF THE ASSOCIATION IN RECORDABLE FORM AND SHALL BE DELIVERED TO THE PURCHASER OR CLOSING AGENT AND SHALL BE RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

(b) LEASE: IF THE PROPOSED TRANSACTION IS A LEASE OR RENTAL AGREEMENT, THEN, WITHIN TWENTY (20) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, THE ASSOCIATION MUST EITHER APPROVE OR DISAPPROVE THE PROPOSED TRANSACTION. IF APPROVED, THE APPROVAL SHALL BE STATED IN A CERTIFICATE EXECUTED BY THE PROPER OFFICERS OF THE ASSOCIATION AND SHALL BE DELIVERED OR MAILED TO THE LESSOR.

(c) GIFT, DEVISE, INHERITANCE OR OTHER TRANSFERS:

IF THE DWELLING UNIT OWNER GIVING NOTICE HAS ACQUIRED TITLE BY GIFT, DEVISE, INHERITANCE, JUDICIAL DECREE, OR IN ANY OTHER MANNER, THEN, WITHIN TWENTY (20) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, THE ASSOCIATION MUST EITHER APPROVE OR DISAPPROVE THE CONTINUANCE OF THE DWELLING UNIT OWNER'S OWNERSHIP OF THE DWELLING UNIT. IF APPROVED, THE APPROVAL SHALL BE UPON SUCH TERMS AND CONDITIONS AS THE ASSOCIATION MAY REASONABLY REQUIRE, AND THE APPROVAL SHALL BE STATED IN A CERTIFICATE EXECUTED BY THE PROPER OFFICERS OF THE ASSOCIATION IN RECORDABLE FORM AND SHALL BE DELIVERED TO THE DWELLING UNIT OWNER AND SHALL BE RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

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TRUST FUND

(d) APPROVAL OF CORPORATE OR TRUSTEE OWNER OR PURCHASER:

INASMUCH AS DWELLING UNITS IN THE SUBDIVISION MAY BE USED ONLY FOR RESIDENTIAL PURPOSES AND A CORPORATION CANNOT OCCUPY A DWELLING UNIT FOR SUCH USE, IF THE UNIT OWNER OR PURCHASER OF A DWELLING UNIT IS A CORPORATION, THE APPROVAL OF OWNERSHIP BY THE ASSOCIATION SHALL BE CONDITIONED BY REQUIRING THAT THE PRIMARY OCCUPANTS OF THE DWELLING UNIT BE ALSO APPROVED BY THE ASSOCIATION. THE APPROVAL OF OWNERSHIP BY A TRUSTEE OR OTHER HOLDER OF LEGAL TITLE FOR A BENEFICIAL OWNER WHO IS TO BE THE PRIMARY OCCUPANT OF A DWELLING UNIT SHALL ALSO BE CONDITIONED UPON APPROVAL OF THE PRIMARY OCCUPANT BY THE ASSOCIATION. THIS SECTION DOES NOT APPLY TO ANY DWELLING UNIT WHICH HAS BEEN ACQUIRED BY THE ASSOCIATION WHETHER IT BE FOR SALE OR LEASE PURPOSES.

4. Section 4. DISAPPROVAL BY ASSOCIATION: The Association may not disapprove a transfer of ownership for any reason which may be unlawfully discriminatory. However, if the Association shall disapprove a transfer or ownership of a dwelling unit, the matter shall be disposed of in the following manner:





(a) SALE:

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IF THE PROPOSED TRANSACTION IS A SALE, LAND CONTRACT, OR OPTION TO PURCHASE AND IF THE NOTICE OF SUCH TRANSACTION GIVEN BY THE DWELLING UNIT OWNER SHALL SO DEMAND, THEN WITHIN TWENTY (20) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, THE ASSOCIATION SHALL DELIVER OR MAIL BY CERTIFIED MAIL TO THE UNIT OWNER A NOTICE OF DISAPPROVAL. IN THE EVENT THAT THE DWELLING UNIT OWNER SHALL DISPUTE THE DISAPPROVAL SAID DISPUTE SHALL BE RESOLVED IN THE CIRCUIT COURT IN THE COUNTY IN WHICH THE PROPERTY WHICH IS THE SUBJECT OF THE DISPUTE IS LOCATED. THE PREVAILING PARTY SHALL BE ENTITLED TO ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED.

(b) LEASE AND OTHER TRANSFERS:

IF THE PROPOSED TRANSACTION IS A LEASE, RENTAL AGREEMENT, OR LEASE WITH OPTION TO PURCHASE AND IF THE NOTICE OF SUCH TRANSACTION GIVEN BY THE DWELLING UNIT OWNER SHALL SO DEMAND, THEN WITHIN TWENTY (20) DAYS AFTER RECEIPT OF SUCH NOTICE AND INFORMATION, THE ASSOCIATION SHALL DELIVER OR MAIL BY CERTIFIED MAIL TO THE UNIT OWNER A NOTICE OF DISAPPROVAL. IN THE EVENT THAT THE DWELLING UNIT OWNER SHALL DISPUTE THE DISAPPROVAL SAID DISPUTE SHALL BE RESOLVED BY AN INDEPENDENT ARBITRATION COMPANY WHICH SHALL BE LOCATED IN MIAMI, DADE COUNTY, FLORIDA. ALL COSTS AND FEES OF SAID ARBITRATION SHALL BE BORNE BY THE PREVAILING PARTY, OR AS DECIDED BY THE ARBITRATION PANEL. ALL DECISIONS BY THE ARBITRATION PANEL SHALL BE BINDING AND HAVE THE SAME FORCE AND EFFECT AS IF BY JUDICIAL DECREE.

5. Section 5. UNAUTHORIZED TRANSACTIONS: Any lease, rental agreement or lease with option to purchase which is not authorized pursuant to the terms of these By-Laws shall be void or voidable unless subsequently approved by the Association.

6. Section 6. DOCUMENTS REQUIRED: The Association may require the execution of certain documents which have been promulgated by the Board of Directors or their lawfully designated agent, prior to closing a sale/purchase and may include, but are not limited to the following:

(a) AFFIDAVIT OF PURCHASER WHICH IS A SWORN STATEMENT THAT THE PURCHASER HAS RECEIVED THE ASSOCIATION'S GOVERNING DOCUMENTS, RULES AND REGULATIONS AND ANY OTHER DOCUMENTS WHICH MAY BE REQUIRED BY THE ASSOCIATION.

(b) SECURITY AGREEMENT WHICH IS A COVENANT BETWEEN THE PURCHASER/OWNER RELATING TO CONTROLLED ACCESS TO THE COMMUNITY.

7. Section 7. GUEST RESIDENCY:

(a) ALL GUESTS MUST CERTIFY THEIR RELATIONSHIP TO THE OWNER, THE LENGTH OF STAY, AND PROVIDE AN AFFIDAVIT THAT THE STAY IS NOT ON A PAYING BASIS. ALL OWNERS HAVING GUESTS IN RESIDENCE MUST PROVIDE THE ASSOCIATION WITH PROOF THAT THE DWELLING UNIT IS NOT HOUSING A PAID GUEST; PURSUANT TO F.S. 212.203 WHICH SPECIFIES THAT ANY UNIT RENTED LESS THAN SIX (6) MONTHS MUST REMIT TO THE STATE DEPARTMENT OF REVENUE A 6 PERCENT TRANSIT RENTAL TAX PLUS A 2 PERCENT COUNTY TOURIST DEVELOPMENT TAX.

(b) ALL OVERNIGHT GUESTS MAY NOT RESIDE ON THE PREMISES FOR MORE THAN 14 CONSECUTIVE DAYS IN A SIX MONTH PERIOD NOR FOR MORE THAN 28 CONSECUTIVE DAYS IN A CALENDAR YEAR.

8. Section 8. VEHICLE REQUIREMENTS

(a) ALL VEHICLES WHICH ARE OWNED BY DWELLING UNIT OWNERS AND TENANTS SHALL BE REGISTERED WITH THE ASSOCIATION.

(b) IN NO EVENT MAY ANY DWELLING UNIT OWNER OR TENANT PARK MORE THAN TWO (2) VEHICLES IN THE COMMUNITY; EXCEPT THAT ADDITIONAL VEHICLES MAY BE PARKED IN "LEASED PARKING" WHEN AND IF AVAILABLE. IN THE EVENT THAT NO LEASED PARKING SPACES ARE AVAILABLE THEN, IN THAT EVENT, ADDITIONAL VEHICLES MUST BE PERMANENTLY PARKED OUTSIDE OF THE COMMUNITY OR OTHERWISE DISPOSED OF.

9. Section 9. TOWING REQUIREMENTS

- (a) THE ASSOCIATION SHALL HAVE THE ABSOLUTE POWER AND THE RIGHT TO TOW VEHICLES WHICH DO NOT COMPLY WITH ARTICLE VIII, SECTION 2 (g) OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND WHICH ARE IN VIOLATION OF ANY RULE OR REGULATION AS PROMULGATED BY THE BOARD OF DIRECTORS, AND WHICH VIOLATE THESE BY-LAWS AS FURTHER DEFINED IN SUB-PARAGRAPH (c) HEREIN.
- (b) IT IS PRESUMED THAT ALL DWELLING UNIT OWNERS AND TENANTS ARE FULLY INFORMED OF THE "USE RESTRICTIONS" AND RULES AND REGULATIONS WHICH HAVE BEEN PROVIDED TO THEM; THEREFORE, THE BOARD OF DIRECTORS OR THEIR LAWFULLY DESIGNATED AGENT MAY CAUSE TO BE TOWED FROM THE PREMISES ANY VEHICLE WHICH IS IN VIOLATION OF ANY RULE OR COVENANT AND SUCH TOWING MAY BE WITHOUT PRIOR, SPECIFIC NOTICE.
- (c) VEHICLES WHICH WILL BE TOWED AND WHICH MAY NOT BE AT ANY FUTURE TIME RETURNED TO THE COMMUNITY UNTIL AND UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE ASSOCIATION ARE AS FOLLOWS:
  - a. JUNK VEHICLES; OR VEHICLES WHICH ARE INOPERABLE.
  - b. VEHICLES ON WHICH CURRENT REGISTRATION PLATES ARE NOT DISPLAYED.
  - c. VEHICLES WHICH DISPLAY CURRENT REGISTRATION PLATES WHICH ARE REGISTERED TO A DIFFERENT VEHICLE.
  - d. VEHICLES WHICH ARE OVER THE TWO-PER-DWELLING UNIT LIMIT, AND ARE NOT LAWFULLY PARKED IN "LEASED PARKING".
  - e. VEHICLES ON WHICH THE ASSOCIATION PERMANENT DECAL IS NOT AFFIXED TO THE REAR OF THE VEHICLE.
  - f. VEHICLES ON WHICH THE ASSOCIATION TEMPORARY "VISITOR" DECAL IS NOT PROMINENTLY DISPLAYED.
  - g. VEHICLES WHICH HAVE BEEN PARKED IN THE COMMUNITY FOR MORE THAN 14 DAYS AND WHICH DO NOT DISPLAY EITHER PERMANENT OR TEMPORARY DECALS.
  - h. RENTAL VEHICLES WHICH DO NOT DISPLAY THE TEMPORARY DECAL.
  - i. VEHICLES WHICH ARE PARKED IN "VISITOR" PARKING WHICH ARE OWNED BY A RESIDENT.
  - j. VEHICLES WHICH ARE PARKED IN ANY NUMBERED SPACE WHICH IS NOT THE SPACE RESERVED TO THE DWELLING UNIT IN WHICH THE VEHICLE OWNER OR TENANT OR GUEST RESIDES.

10. Section 10. FAILURE TO COMPLY:

- (a) FAILURE TO COMPLY WITH THESE ARTICLES OR ANY PORTION THEREOF SHALL ENTITLE THE ASSOCIATION TO LEVY FINES AND OTHER PENALTIES WHICH SHALL BE DETERMINED BY THE BOARD OF DIRECTORS, AND WHICH UPON PROPER NOTICE THEREOF BY CERTIFIED AND REGULAR MAIL TO THE DWELLING UNIT OWNER SHALL BECOME A LIEN UPON THE PROPERTY WHICH IS THE SUBJECT OF THE FINE.
- (b) In any action arising out of enforcement of these Articles the Association shall be entitled to recovery of reasonable Attorneys fees and costs.

11. 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.

Cutler Gardens Homeowners  
Association, Inc.

*[Signature]*  
President



THIRD SUPPLEMENT TO AND THIRD AMENDMENT  
OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE VILLAS OF CUTLER RIDGE  
DADE COUNTY, FLORIDA

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

This Third Supplement to and Third Amendment of the Declaration of Covenants, Conditions and Restrictions is made on this 12<sup>th</sup> 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 IX of the Declaration, herein after described, as set forth therein provides that this document may be amended by an instrument signed by not less than seventy-five percent (75%) of owners of individual Lots in the Villas at Cutler Ridge.

NOW, THEREFORE, in consideration of the premises and the powers granted to the Association to amend the Declaration of Covenants, Conditions and Restrictions of the Villas at Cutler Ridge, recorded in Official Records of Dade County, Florida, the Association hereby makes the following supplement to and amendment of the aforesaid Declaration.

1. Amendment to Page one, Paragraph four of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

WHEREAS, the ~~Declarant~~ Association has formed (or intends to form) the ~~Villas at Cutler Ridge~~ Cutler Gardens Homeowners Association, Inc. as a not-for-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.

2. Amendment to Page one, Paragraph five of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

NOW THEREFORE, the ~~Declarant~~ Association hereby declares that the real property previously known as "The Villas at Cutler Ridge" ~~and described in Article II hereof and in Plat Book 109, Page 85 of the Public Records of Dade County shall be henceforth known as Cutler Gardens and is and shall be~~ held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, 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 desirability of, and which shall run with the real property and be binding on all parties 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.

3. Amendment to Article I, Section 1(a) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

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

4. Amendment to Article I, Section 1(h) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(h) "Developer" shall mean and refer to the original Declarant, Heritage Communities Villas at Cutler Ridge ~~and its successors which corporation is now defunct.~~



5. Amendment to Article II, to delete Section 2(a) and (b) to the Declaration of Covenant, Conditions and Restrictions as follows:

~~(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 complimentary 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.~~

6. Amendment to Article III, Section 2 to the Declaration of Covenant, Conditions and Restrictions to provide as follows:

Section 2. Membership. The Association shall have two ~~classes~~ one class 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 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.~~

7. Amendment to Article III, to delete Section 2(b) and (c) of the Declaration of Covenants, Conditions and Restrictions as follows:

~~(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.~~

8. Amendment to Article IV, Section 1(a) of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(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 the~~ members; and

9. Amendment to Article IV, to delete Section 1(e) of the Declaration of Covenants, Conditions and Restrictions to provide as follows:

~~(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~~

10. Amendment to Article IV, Section 1 to add Subsection (i) to the Declaration of Covenants, Conditions and Restrictions to provide as follows:

(i) The use of a power of attorney that affects any aspect of the Association operation shall be in compliance with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws, Association rules and all other covenants, conditions, and restrictions in force at the time of the execution of the power of attorney.

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

(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. shall not exceed 105% of the assessment for the preceeding year without a vote of the membership. In determining whether assessments exceed 105% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the common property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the common property shall be excluded from the computation. In order for the maximum annual assessment to increase in excess of 105% of the assessment for the preceeding year, the increase must be approved by a majority of the owners present in person or by proxy at a duly called membership meeting at which a quorum has been attained.

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

(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%. In order for the maximum annual assessment to increase in excess of 105% of the assessment for the preceeding year, the increase must be approved by a majority of the owners present in person or by proxy at a duly called membership meeting at which a quorum has been attained. 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.