

CENTER GATE CONDOMINIUM NO. 2 DOCUMENTS

DECLARATION

KEYS GATE CONDOMINIUM NO.

1989 APR 12 PM 1: 08

of hereinafter PROPERTIES described þ Florida property, general al partnership, hereby declares:

Introduction and Submission.

- 1.1 larly de "Land"). land located in described The Developer owns In Dade County, ed in Exhibit Sumo rie fee Florida, "1" > annexed as more hereto ξ particu-(the
- manner it exi after going, no property, real, personal or mixed, located within or upon the Land as aforesaid shall any purposes be deemed part of the Condominium c subject to the jurisdiction of the Association, operation and effect of the Florida Condominium Ac television) mixed thereon Submission the rules Land ists on the date hereof and as it renumbered. Without now or ion) utility inst
 condominium form excluding and and all Or Statement regulations all hereaf improvements al other eafter l public or private installations therein form of ownership and property, situated c The promulgated pursuant Developer erected or on or within real, Condominium or any of the hereby ő or (e. personal use in Ф Ф shall the thereto. erected Act herecable Land for the the not as be 9
- ω Name. The identified inafter call The name by ied is KEYS called the "("Condominium"). which GATE (h this condominium CONDOMINIUM NO. I TWO İs to be (here
- be Definitions. tion and in amended, sem in this a different shall its Section, The exhibits, and as it and they may herea l have the respective meanings ascribed tion, except where the context clearly meaning: ascribed hereafter Declaraç

2

- 2.1 as may Florida "Act" means be hereafter renumbered. Statutes) the Condominium as it exists Act 9 (Chapter /18 of hereof 718 and the
- 2.2 amended Articles "Articles" from time to time. Or "Articles time. Incorporation"
 of the Assoc Association, the Sp
- 2 ω or more other Un Or the S tional Assessment" assessed payment re Unit Unit Own sums Owners which may it Owners of against Common þ share of Expenses the be assessed directly (though not necessar Unit the f Owner, directly against necessarily against funds from and required time such against addi-
- 2. 4 GATE corporation sible for t "Association" CONDOMINIUM the not for profit, the sole entite operation of the Condom's not entity means Florida KEYS

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- 2 G personal, in Association Association in for which Property" the title or use and means ns the property, real ownership is vested in benefit of its members 'n and
- N Condominium number Building" the Of Common such means Property. Elements are structures, the structure(s) which are in regardless re located which the 95 of Units the the
- 2 amended "By-Laws" from time mean the ф By-Laws time. Of the Association, as
- 2.8 Association, profit, being tration of the "Community being of the the Master Covenants. Association" Inc., entity Q " means Florida lorida corporation responsible for the Keys Gate the Community adminisnot for
- 2.9 "Common Elements" mean and include:
- (a) The portions not inclu included within the of the Condominium Units Property which
- 9 plumbing, a furnishing Units and t Easements through the wiring of Common Elements utility and the Units other and for conduits, facilities other services for ducts the
- <u>c</u> Unit An lding. easement which contributes 0f support ţ in every the s y portion support o of o the
- (d) furnishing property than one of of Unit utilities installations Or, to the Common Elements. and other required for the
- (e) Any other parts of designated as Common tion. **Elements** the Condominium this Property Declara-
- 2.10 expended, Community tions of i or imposed and Association.
 "Common Expe Association, required Association "Common Expense"
 by the ' Association or individual Unit Expenses" but against for regardless shall " shall Act or the all mean Units not Condominium Units in th or purposes otherwise of when a11 Owners. any also of when reserve funds include assessments of any other separate obl expenses the include Of and Condominium established this separate charges incurred al] Declaration, assessed reserves obliga Уď bу Ьy the are the the the
- 2 11 tion, inc. rents, pro Elements, "Common Association collected, including, but not les, profits and revenue ents, over the amount Surplus and revenues on account the amount of the Common means not limited to, the 9 excess cess of behalf Common Expenses. the of all e Assessments of the Commo the Assoc Associa-Common Of
- 2 12 undivided tenant "Condominium includes to share said (Parcel* all Unit; ij ine Common hit; and when other appropriate appurtenances Ø the context permits, Elements Unit together ö which is the Unit. with appur the the
- \sim 13 and subject therefrom "Condominium other to proper o the Property" ty described limitations means thereof the Section land, and improvements exclusions hereof
- 14 "County" means the County of Dade, State 0 f Florida
- 15 this time. "Declaration" aration" or instrument, മ "Declaration as it may be 0 of Condominium" amended from t ħ from time means to

麗. 1406663101

- 2.16 changes to scaping) including, "Improvements" located but not the not limited natural mean att condominium on the Condominium att. a11 ronment (exclusive artificial Property, of land-
- 2.17 party holding a mortgage Administration ("VA") or F tion ("FHA"), or any other least a first mortgage on a Institutional First Mc to Institutional First Federal "Institutional Federal l loan association, insurance company, real es mortgage investment trust, pension fund, an ag the United States Government, mortgage banker, leral National Mortgage Association ("FNMA"), leral Home Loan Mortgage Corporation ("FHLMC"), an Units stitutional First Mortgagees" shall stitutional First Mortgagees of Units.

 fifty-one percent (51%) of the its subject to mortania. Mortgagees institutional First Mortgagee" are subject lender, or n a Unit or or Federal other lend Federal Housing I lender generally or insured the Developer, hold Units. A "Majority shall s of Ur means Units t Υď Λq voting interests by Institutional വ bank, the Administra-y recognized ф and which at Veterans holding ority of savings agency estat any the
- 2.18 Units expressly unless "Limited use Declaration. Refer ð the context O.F the Common provided. which exclusion Elements" 18 would References reserved of prohibit other mean s herein Limited Units, ಕ those Or വ certain #t Common as Common to specified Common El żs otherwise Unit or in
- 19 mean the amended, and recorded Records Book Covenants recorded , 198, ...

 prds Book , Page of the Public County, and when the context permits, the Articles of Incorporation and the Community modified or Covenants" for Keys Association, Gate, mean supplemented dated the all Declaration as mow or in Official Records shall a By-Laws of hereafter Of Mas of
- 20 aggregate in Institutional Institutional "Primary time, the sgate indebtedness Institutional First Mortgagee Mortgagee. mortgages than is than First which owns, Mortgagee" owed securing ç at any means ω the greater releother the
- 2 21 "Unit" subject means to þ exclusive part of the ownership. Condominium Property which
- 2 22 "Unit Owner Owner" " or "Owner of a Ur Condominium Parcel. "Owner Unit" or "Owner" means the

documents. nants shall Unless defined have the but used e the context herein which i meaning requires, any is defined in to such word the Master C or words in Cove term

3. Description of Condominium.

3.1 Identification the thereon the Units. Each sonumerical or designation Exhibit "2" attached of Building such Unit Of each ach Unit is ide Units. hereto. of such containing forty-the containin The Units is Exhibit "2 Land has "2" set forty-two consists constructed forth separate of

REF. 14066N3102

Improvements
limited to,
located, and
together wit
detail to ide and provided by altered particular Declaration; (c) an exclusive easement the airspace occupied by the Unit as i undivided shall Association that terminated their airspace occupied by the Unit as it exists at any icular time and as the Unit may lawfully be red or reconstructed from time to time, provided an easement in airspace which is vacated shall be inated automatically; (d) membership in the ciation with the full voting rights appurtenant eto; and (e) other appurtenances as may be pass Common yith with dentify the Common Elements ons. There relative locations and dimensions. There is with a Unit as appurtenances thereto (a) and share in the Common Elements and the Common (b) the exclusive right to use such portion the exclusive right to use such portion this exclusive as may be provided in this and with of this De a plot plan h this Dec the the located Declaration Land, Building in witten Said Exhibited Plan thereof. Said Exhibited Sai a graphic desorthereon, including in which including, but description for the use exists at a y lawfully are "2", t in Unit not

- 3.2 Unit Boundaries. Each Unit the Building containing the following boundaries: Each Unit shall Unit include that lie lies that nat part within 1 ; of
- (a) boundaries boundaries tions with Upper and Lower the of the Unit shall be the extended to their planar the perimetrical boundaries: following intersecand Lower
- ceiling (wo Upper floor which there Of npper extends story two-story upper floor ceiling). the y Units where to describe the ceiling of the there is no corrections. unfinished lower su ng (which will be dee ng of the second story Boundaries. Units floor Unit, l lower no corresponding ceiling directly above such bot provided the the the lemma he The horizontal plane be deemed upper k surface lower boundary, the that portion that the Unit to boundary dary, the 'n of bе twofor the the is 0
- the u of extends two-story the such top bottom lower there the the Q the Unit (which unfinished Boundaries. two-story Unit), provided that in two-story Unit), provided that in cory Units where the upper boundary is beyond the lower boundary, the boundary shall include that portion a floor of the upper floor for which is is no corresponding floor directly below floor. upper The horizontal will surface 90 e of the deemed floor the the floor plane on floor ьe
- (111)bottom floors shall Unit. the Interior subsections floor of the þe floor, 9 Divisions. Exco of the top floor, stairwell adj r nonstructural considered a bo Except adjoining that interior above, no por, ceiling boundary as provided no part the Of Of e two-walls f the the ín of
- 9 planes Perimetrical boundaries 0f the Of Boundaries. the Unit unfinished shall interior эd perimetrical the vertical surfaces vertical faces of

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planar the up upper walls ters and lower bounding tersections boundaries. the with Unit each extended other and ф their with

- (c) Apertures. boundary, ial, and included faces dows, such apertures, thereof; provided windows, boundaries therefore and the exteriors of dided in the boundaries of fore be Common Elements. made doors, provided, l de of glass doors including, but r ors, bay windows s shall be exter Where and including -however, there or other dows and sky extended to other are of the Unit fixtures transparent materapertures a11 skylights, exterior shall include located frameworks and shall not -rus such Win the any
- (d) guity, Exhibit the unless visions above, Exceptions survey. boundaries of a and/or specifically depicted the 0f survey hereto Section In ij cases any shall 0f Unit, except 3.2(c) above case not the control 0f specifically Units otherwise conflict ä shall that set determining at the proforth 9 9 control covered amb1prosuch as
- ω ω this tenant extent Limited t applicable Declaration, thereto: Common Elements. as and d subject Limited (Each Common ç Unit the may Elements provisions have, appur-6 the of
- (a) Balconies (and all direct and exclusive access shall be any particular Unit or Units to the others shall be a Limited Common Ele Unit(s). and Terraces. improvements thereto) as ess shall be nits to the e Any balcony or eto) as t the exclusion of Element of such to terrace which
- (d responsibilities the provided in Section adjacent Limited ommon Element Common thereto, provided bilities therefor a in Section 7.4 of Each 9 Element patio area shown Exhibit "2" herei ided that for shall of this I 0f the hereto Declaration. the maintenance Unit as shall directly Limited Эď SB
- <u>(0</u> fixtures or ited Common exclusively or equipment Miscellaneous Common Elements water he and and any area equipment are Areas, heater) an er) serving a Unit or Unit area upon/within which sont are located shall be I air Equipment. Any air conditioning fixtures compressor Limsuch 9
- ω 4 Easements. (in addition The б any following easo any easements easements created under are hereby the created Act):
- (a) Support. an all pport and of necessity and shall be subject easement of support and necessity in favor lother Units and the Common Elements. Each Unit shall have easement of of
- (d and time are reserved under minium tions Unit drainage Jnit Owner Unit for served under, Property as m for utility ca and security that in order to server shall do nothing to Services; cable may systems, rvices; Drainage. Ea through and over the nay be required from television, serve and or within or outside impairs, other communica-Easements services time outside Condoto

heaters, scgency, (1) days' interfere utility, such any use event of an emergency, shall not unreasinterfere with the Unit Owner's permitted the Unit, and except in the event of an gency, entry shall be made on not less the state of the Unit of the Unit Owner is when the giving of notice is attempted). ducts, maintain, Of where utility, right of access provided telephone, the other Improvements interfering of these in the Condominium Property, and mprovements interfering with or facilities Association or vents, cable television, such service cable with service repair electric, ervice and vice or drainage facilities easements. The Board of Di lation or its designee shall ss to each Unit to inspect s Or C s or easements right of acces ctric, sewer, was contained in the cables, 0 F impair, replace th ments herein reserved; access, except in the shall not unreasonably the conduits monitoring systems, water, hot water monitoring : the Unit the water, hot shall not, Owner is a pipes, ts and shall impairing Directors to remove systems, an same, to s, wires, than or Or have use of absent elseother the to QJ

- <u>0</u> Improvements (or any portion thereof) continuit after damage by fire or other casual any taking by condemnation or eminent proceedings of all or any portion of any Common Element or Common Area, then, in an event, a valid easement shall exist for encroachment and for the maintenance of the so long as the Improvements shall stand. munity Association of priate, or (iv) any improvements (or Unit after Encroachments. If (a) any portion Elements encroaches upon any Unit; encroaches upon any other Unit or tion of the Common Elements or the or (c) any encroachment shall here. ments; (11)
 ments; (11) resul any encroachment Elements ii) settling or shifting of the (iii) any alteration or repair ociation or the Developer, as ap (iv) any repair or restoration of or or any portion thereof) or any alteration the of hment shall hereafter construction of the the Common Association, Unit; Unit; (b) any t or upon any t he Common Ar then, in any l exist for eminent repair of casualty made the any the the Improve-Improveoccur ţ approdomain Common Areas; þу Unit Unit such Comany the
- (d) guests a traffic Ingress favor o Any than paved and intended for such purposes. the easements specified in this subparshall be encumbered by any leasehold traffic over, streets, paths, Common Elements other Common over, intended easements. such lien encumbering such ean those on Condominium Parcels and f of through and than and Elements each ...
 id invitees, s...
 through for Egress. ach Unit the those designated vehicular a walks, and Association as 9 Owner shall from × non-exclusive easement and other the and and any reasona e Condominium for such portions time to time time with and exist such purpose pedestrian tra is subparagraph leasehold or across such domning domnin to resident portions of for time pedestrian sidewalks, None may may traffic of lien (d) the the and bе be

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- their) and determines that where repair, Units purpose other Construction; cluding its any assigns) share assigns) share y part thereof, or any Improvements of located or to be located thereon, and for the purposes of the Developer, in its sole discretion lines that it is required or desires to desire the located or desires to desire the part of the located or desire to desire that it is required or desire to desire the part of the located or desire to desire the located thereon, and for located or desired or located or located or located thereon, and for located or located thereon, and for located or located the action of completing the construction thereof, thereof, or any improvements or Condominium designees, necessary Maintenance. 1110 have Property from Or the right, in from time to convenient Developer and ä successors take time, 1ts for (and (infor al the Or O F to
- (f) erect other for sa and tive model unsold Sales successors and any sale or sales purchasers Units Activity. promotional 9 Units, ors and assigns, shall such Units and parts guest the lease. and the Condominium Property signal material to advertis its and parts of the Conscious accommodations, model accomstruction offices, the and For Developer, its gns, shall have and parts of the Common Elements tenants of Un: as long as the its Units, there the right Common Ele to prospecapartments designees signs t 0 and s and Units show any
- (g) performing such functions as are perr required to be performed by the such As by the Master Covenants including, but ited to, maintenance activities and en Community Association Easements. The Communi Association and its agents, employees, contra tors and assigns shall have an easement to ent onto the Condominium Property for the purpose d to, mainten architectural control restrictions. are permitted such Associated but not lim-l enforcement Community contrac enter Or Of
- Association parking cont gations of the provided for in are Master exclusive parking, and/or portions parking to control of Covenants, in the event is of the Condominium Pr designated areas such easement serving the purposes of and maintenance Community the Master areas Although Ín as areas for v shall be the favor μt Covenants Condominium is Association r of e intended Areas under exercising rights and o that subject the vehicular there Community Property that as to g such are a11 the an
- Property, cate any tion of the for 1lar cate facilities, service sion, electric, additional ciation as behalf Additional it owns an equipment, cor installations hereby or C any telephone, se easements n as its each sha and the any the units) and the Associated on behalf of all by appoints existing access the Condominium P s, in any por and to grant gas such Condominium Property, a Association shall deem general its attorney-in-fact
 shall have the right
 general ("blanket") or other utility, cable televine, sewer, water, communications opents (and appropriate bills of sal, conduits, pipes, lines and simples pertaining thereto), or relow existing easements or draining Or portion access easements easements Association, Unit Owners of the Condominium cable talfor as to and necessary in (as grant the the any on the drainage or relolong Develtheir Asso relons or sale such pur - mT Of

thereof, the Unit favor out existing easements will not prevent or ably interfere with the reasonable used the control of th that the desirable members. any are interiere with for dwelling purposes. All easements provided for in the Master Covenants of the Community Association and its modern and the manner of the community association and the manner of the community association. 0f t Owners, or for the purpose of provisions of this Declaration, uch easements or the reloca or for the general health or for the the proper Improvements, operation and maintenrelocation of any ny portion welfare of unreasoncarrying its mem and the

- 4. Surright to Elements, Restraint The undiv ited mination of the Condominium. where encumbered cribed. Common Surplus, and the exclusive right to use all Common Elements appurtenant to a Unit, except as the herein provided to the contrary, cannot be convey imbered except together with the Unit. The respections of the convergence of the conver undivided undivided, and no a s, the Condominium lie, except as prov ín s, shall not be sepa title to the Unit, The appurtenant which divided, and no action for partition of Upon use is share in all Separation appurtenant appropriate be separat the separated and Common whether ξ Partition for partition of the orty, or appurtenant a Unit, therefrom Elements or any part with respect Common Elements not separately of Common and t be conveyed or The resn Limited and sha and the the respective exclusive Element thereof Common Common Common pass des-Limand
- <u>ن</u> Ownership and Share of Common Expenses; and Common Sur Voting Rights Surplus
- the hereto Percentage est in the e percentage share of t to each Unit, is se-reto and made a part l Ownership and S Common Elements and Shares. The undivided inter-ements and the Common Surplus, and of the Common Expenses, appurten-set forth in Exhibit "3" attached hereof.
- 2 Voting. the Unit By-Laws and Owner shall 1ts Each Unit shall be Owner c in accordance with the provisi the Articles of Incorporation. be a member of the Association. in shall be entitled the Association. to one provisions of Each
- 5 Amendments. Excep Except follows: as elsewhere provided herein, amendments
- as e tive 2/3% to ij bers ment bers not present considering the tion the matter tion ion of a proposed majority of the ion or by not les elsewhere ve vote of the writing, Condominium notice vote of th 1s of of secretary the to þ of the Unit be considered. 0f Association. provided proposed any less Association amendment ήņ at Board of meeting at person or by or mendment may be proposed pard of Directors of the than one-third (1/3) of than The directors and that amendment Owners approvals prior may such A resolution for nt shall which a ξ owning express Notice approval o the meet proxy at must meeting. ĺ'n proposed 0f be be be their) of the and the excess the γď of the included r approval delivered the e1ther affirma-ess of 66 Associameeting amendadopmemmemγď

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- 6.2 Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of the Unit Owners, unless the affected Unit Owners consent the Jnit Owners, in writing. Developer. e right to elect The Developer, during the the Board 0f
- 6.3 Developer effective recorded amendments execution of recording data identifying the Declaration be executed with the same formalities require tificate evidenced by a s: this alone. An amendment when the applicable of in the public records of alone. alone. made by the Developer Declaration, shall be the Association wl ata identifying the De similar Amendments certificate nt of the Dec certificate s of the Coun 0f be evidenced which shall amendment, other alone pursuant γq the required for ne Developer County. executed Declaration shall other þу and properly include γď a cershal must than
- 4 consent instance benefits, unless the record owners of mortgages which the Owner of material change unless the execution of adopted which wou ridge or otherwise the tance; sections hereof n or Repair af ess the Primary Institutional First Mortgagee shall in the amendment. The provisions of this Section may not be amended in any manner. contrary in this became the configuration owns the Common Elements and the Common Surplus, the record Owner(s) thereof, and all record of mortgages or other liens thereon, shall join execution of the amendment. No amendment may sted which would eliminate, modify, prejudice, or otherwise adversely affect any rights, s, privileges or priorities granted or reserved Developer or mortgagees of Units without the Developer of the Common ne record (nor fashion, Unless the the Developer shall an ame otherwise entitled "Insurance" QJ materially Unit, or a Unit sh Declaration, no ion or size of shares the nts and the s) thereof, and provided change the ze of any Unit alter or modi mortgagees in each it make any change in "Reconstructhe Common Expenses
 Common Surplus, specifically amendment "Condemnation percentage modify shall the any

instead, a ... ceding the proposed following language: "Su following language: shall not invalidate
amendment. through with hyphens. amendment, underlined; Proposals to ation shall amended amended; provision of than nt, it is not necessary to use underlining and as indicators of words added or deleted, but, a notation must be inserted immediately prethe proposed amendment in substanticulum. extensive t than assist, s to new words shall be inserted in the to and words to be deleted shall be 144 hyphens reference amend existing provisions contain the full text of this ion . . . for present text." omissions in the amendment p However, if the proposed change at this procedure would hinder, the understanding of the proposed conecessary to use underlining and an otherwise amendment i "Substantial Declaration to its title rewording of properly promulgate shall amendment process or of be revised number this Declar Declar only. lined

. Maintenance and Repairs.

- connections), fixtures and tural, ordi fixtures and outlets, appliances, hot water heat carpets and other floor coverings, all into surfaces and the entire interior of the Unit within the boundaries of the Unit or the Limited mon Elements or other property belonging to the Owner, shall be performed by the Owner of such Unit the Unit Owner's sole cost and expense, excep otherwise expressly provided Of affording screens, appurtenant (including 위 ţ ordinary or entrance All screen enclosures, wiring), plumbis), heating and and outlets, appl any access thereto, maintenance, ny Unit and maintenance, to a Unit, and the each to a Unit, and the each, plumbing (including fixtures and find and air-conditioning equipment, heaters, hot water heaters, interior ţ extraordinary, whether structural repairs the Lim repair windows, the intall other doors ξ hirs and Limited the and including, contrary herein. replacements Common replacement or Or except nonstruc-Elements without lying Comas
- 2 extent misuse provided tinsurance a11 case such Unit Elements (oth provided above) Unit the unove) shall be performed by the cost and expense thereof shall Unit Owners as a Common Expense. It arising from or necessitation of such cost e or such Elements ξ Owners. are the made Except to the contrary herein available Common Expense, except to the necessitated by the negligence specific Unit Owners, in which expense shall be paid solely by the therefor, as in or to extent shall be charged 04 Common (ii) the (T) all Elements Association proceeds the mainten-Common
- Unit appurtenant Association, applicable maintain included if not items of proper or Units shall cable Unit Owner 01 not and within or lie thereto. within the boundaries of a without repair Owner property shall be shall be the responsi Owners, individually, hout regard to whether the boundaries of the U Responsibility. The any area, equipment, perty which service within ω responsibility of the Limted Junits, proves unit, same must such items obligation t, fixtures and not
- preceding second ilar : hedge Unit ciation Of such Community tenance, structure e or other such yard structure regard, it is recognized that to the Master Owner Areas. Unit repair Association performs Without limiting the generality Section, a yard area Limited Common the maintenance responsibility of th it to which it is appurtenant, unl will landscaping bordering and areas unless and until a pation is placed thereon, in which every the state of the and replacement of all fixtures d thereon, 111 ...
 ely responsible for the ...
 ely responsible for the ...
 of such patio or ...
 (but not appurtenant such the generality same). Covenments, maintenance Community Asso-(but not anv unless event +> the Element of the mainmain-Owner
- ω. excess of \$1 Association Additions, ciation. the distinguished require capital improvements he Common Elements, or ar capital additions, alteratiished from repairs and ref \$10,000 in the aggregate if on may proceed with such a ents only if the making of Whenever Alterations or ij the making Improvements judgment alterations or 0f replacements) costing additions, alterations f such additions, alte Ín Of any calendar by the Condominium Board of thereof, costing ar year, Direcshall the (as

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"aggregate debt incur perform the aggregate such Common repayment of improvements attained. the Association incurred orm the Or r improvements
Units represen Common Expenses and as Common Expenses. Any expense \$10,000 in any calendar ed in that year, above-stated purp y such additions, alteration Elements, or any part ther 0,000 or less in a calendar any part of that debt is made beyond +hat ... without approval of the Unit Owners. The se of any such additions, alterations or such Common Elements shall constitute a part Expenses and shall be assessed to the Unit calendar year" shall interpretation of the such don't tated not be such don't such shall have been approved by a majority a meeting at which a quorum is s, alterations or improvements to ny part thereof, costing in the made beyond that year. יי this ייבו include th debt זי ard year may be e Unit Owner the section, made total γď

nants. In r be installed made Community additions, Уd the ne Association shall be subject to the nity Association as set forth in the no event shall any television led on the Building Or ts proposed to be to the approval of the Master Cove-or radio antennas

9. Additions, Developer. Alterations Or Improvements by Unit Owners

- Common Element the Board of D obligation to a conditions design, str without liferth in the television agrees, and his heirs, personner owner, and his heirs, personner, to hold the cessors and assigns, as appropriate, to hold the cessors and assigns, as appropriate, to hold the cessors and assigns, as appropriate, to hold the ciation, the Community Association and all other owners harmless from and to indemnify them for Owners harmless from and the Condominium Property liability or damage to the Condominium Property liability or damage to the condominium Property and shall be sometimes. made received, lated time proposed the Unit Consent shall ma not going rest derogation responsible for thereof from an ciation construction agrees, approved struction request improvement ţ any Elements time make restrictions ation of the rules, for approval rement in suc f from and after that date of installed uction thereof as may be required by n and/or the Community Association. restrictions shall be in addition to tion of the applicable restrictions (the limitation, all approval requirements in the Master Covenants. In no event sion or radio antennas be installed. revoked. A Unit (the Common Elements, Element without the authorities structural n details, and þу and the failure to do see shall constitute the Boadditions, alterations of the constitute of the Boadditions of the constitute of the Boadditions of the constitute of the con Owners shall be made in compliance with all s, ordinances and regulations of all govern thorities having jurisdiction, and with an imposed by the Association with respect to cructural integrity, aesthetic appeal, condetails, lien protection or otherwise. Once y the Board of Directors, such approval may oked. A Unit Owner making or causing to be approval of such an addition, alte tin such Unit Owner's Unit of the within forty-five deall addition. imposed any the Board the making of making of mall be deemed to have ags heirs, personal repressions, as approximately e Board of addition, thin forty-five additional info Of Directors. alteration information recto do so within the Board's con ceration or .
 his Unit o have agreed, for representatives, and requirements) or causing or improve improvements event s installation shall or improvement No ťο alteration or þу consent. requested in the sti Property Limited Comimprovements any (including, ements) set after Unit ЬУ consent shall The insurance for govern-Limited stipu-Asso-Unit such such d is conmay any The
- 2 Additions, Al The foregoing Alterations or ng restrictions 0 Improvements by of this Section 9 Developer.

ments, structural and exterior, ordinary and any Unit owned by it a appurtenant thereto (shal Owners, structural oly to the Developer-owned all have the additional rigical approval of the Board of I removal structural to al of walls, floors, ceilin portions of the Improvements) thereto make the Board of

te alterations, additions

rel and non-structural, interior

nary and extraordinary, in, to and upon

by it and the Limited Common Elements

mereto (including, without limitation,

rells, floors, ceilings and other

renrovements). l right, without t l of Directors or lons, additions o Units. The Developer

- 10. doing. I doing alter common Element Units and incorporate the Common alteration does not materially and incorporate the Units into value or ordinary use of the Units owned have other than the Developer. Any may be effort the doing action and the doing action and the doing action required by action and required by action required by action required by action and required by action required by those resulting from or more Units, or ot Developer-owned Unit number pursuant to Changes in generality
 Developer : may with number pursuant interests in the Common Elements and surplus and the Common Expenses; provided, I percentage interest in the Common Elements Common Surplus and Common Expenses of any Common Surplus and Common Elements and Surplus Common Elements Common Elements Common Elements Common Elements Common Elements Common Elements Common Expenses of Surplus Common Elements Com of the Association or the Unit (tions, additions or improvements owned by the Developer, whe making mental Developer-owned Unthereof unlass Elements adjacent thereto combining Developer-owned Developer-owned structural, generality of S ion may not be written conse all change Units; ll laws, ord authorities and, shall the Of interior or the ted by the Development of Section 6.4 in not be added to, and consent of the D Developer-Owned U provided further, that Developer provided further, that Developers, ordinances and regulations of cities having jurisdiction in so nterior or exterior, ordinary or ext he layout or number of rooms in any (iii) change the size and/or num ed Units by subdividing one or mode separ separate Developer-owned Ung from such subdivision or othe or otherwise; and (iv) reappoid Units affected by such chart to the preceding have actions taken pursuant by the Developer alone. the right the Unit Owners, mprovements in, to oper, whether s n Elements and capenser to, amended the Developer Units. hereof, the amended or d d (iv) reapportion among the by such change in size or ng clause, their appurtenant its and share of the Common without the Owners, to (Section any Units Without structural or nonuns of all of an so deleted d Units (including otherwise) into one Without limiting provisions of this , however, that s and share of Units (other t (i) make 9.2 separate vote number extraordinary; improvements, more limiting Unit Owners without above, Section bу 0 Developer Declara Elements consent consent govern altera Of Of comply reason Units, the the 10
- Operation of Condominium by Condominium Association; Powers and Duties.
- 11.1 powers this De entity powers and Articles of Incorporation (respectively, Exh and "4" annexed hereto), as amended from time. include nium. Declaration, In addition, the and duties set and duties gra In The responsible and those powers Duties. ers and set for set forth in the Act, as well as granted to or imposed upon it including, without limitation: for forth in the The Association the Association operation s of the A the shall By-Laws n of the Condomi-Association shall 0f shall have **Exhibits** and time a11 bе the μ۳ a11 the the to

- ments, making emergency repairs prevent damage to the Com other Unit or Units, or t Or or time. may be nece replacement regulations from ay be irrevocable the Unit or Units, or to decemment or Units, or to decemment the terms and provisions of this Declaration the exhibits annexed hereto, and the rule egulations adopted pursuant to such docentiations among the amended from time any time to time during reasonable hours necessary for the maintenance, repair ment of any Common Elements therein, time and by force, if necessary, for ф right to time force, to therein have access necessary, necessary compliance Declaraф О repair docurules hours each
- (d) lease, ma Elements. and other power maintain, repair and reseases. ect the Asses e Unit Owners replace the Assessments wners and to Common
- (c) npon The authorized open duty to to good prior request to to maintain accounting records good accounting practices, which a inspection by the Unit Owners can representatives at reasonable representatives reasonable times or shall accord-
- (b) to, t ciation in carrying out its performing such function proposals, maintenance however, available maintenance, mon Elements paration poses. authorize Association. the es granted in Condominium Ac and making The of. retain у the powers and inium Act, including, but not limited sking of Assessments, promulation of contact atter ω ф collection of records, enforcement of repair and replacement cs with such funds as shay the Association for of the Condominium management Association agent the Assessments, s powers as the ţ the assist the Assers and duties (who management Property an nt of the shall be submission y and may h such rules and Assomade Compurand an γď
- (e) The vided By-Laws Board of notes interests þ the any, ted while prior wri O F power rests in property ony, provided that majority of the d of Directors and as security therefor mortgages meeting further and other Unit Owners as with reco Unit written ð the Developer borrow that no evidences which a quorum has and as 1 money, owned b such ac entire may be specified in co certain borrowing, such action shall be of percentage 0f the owns actions γď execute the indebtedness membership Units any Developer. shall Ny Unit 0# are been Association, and security represented the approved the attainwithout άħ and Board pro-
- (f) use power concerning 0f to the condominium property. adopt the and details amend rules 0f the operation and
- (g) profit Of Í'n the ne powers the State State which of Florida may ρ corporation exercise. for

Declaration, by Incorporation, by lations; the Article precedence over the lations; and the lations; and the lations. Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding Declaration ciation sha mate ration or its exhibits to the contrary, the control over the Com² event of conflict among the the Assowith

- 2 tions, behalf behalf of any Unit Owners or not same shall have Association pursuant to Se repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on repair, Condominium Property, ciation. Limitation other Of caused by Upon Liability Notwithstanding than for the Owners regardless if have been approved to Section 9.1 here and Owners he cost the Association shall of Condominium the duty of the repair for of maintenance and parts hereof by or or whether by the of not the
- 11.3 hypothecated or transferred in any manner excepass an appurtenance to his Unit. Restraint share ts of Upon Of ω Assignment a Unit Owr Owner of f 'n Shares the 'n funds Assets
- Unit tion or unless any matter, Association expressed decision for S, or that Unit if a the joinder of specifically r γď law. meeting, whether or Disapproval of a Unit ame person who would cast the if at an Association meeting, of all record Owners of the ly required by this Declarathat not of M ner is required t the subject o decision shall Matters. er is red shall Whenever of nogu рe an
- G give sity by of taken priate under, approval or the By-Laws regulations or a conditions ciation actions specific percentage of action tted the 'n the act such of es Association, is specification, the Articles the By-Laws and the applications or applicable law, Уď Or any Unit such establishing to ons or refusal. ç Board of Directors, without the consent Jnit Owners, and the Board may so approve through the proper officers of the Assowithout Association. of the Unit required required or permitted the Association shall Or or action of be giver the manner action or Association may refuse to on or approval without the a specific the the applicable rules are cable law, all approvals of the permitted to be given or taken that the cansel of the can approval may be Association de Owners, and/or a cert the Board of Directors specifically required taken hereunder the Unless reasonableness officers of the resolution. Wh Association is of the Incorporation deems approval conditionor or taken take of When neces thereper tain Or OH

12

restricted subject to regular obilities, any o reserves for (if required by law) the operation, mainten-ance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, Therefor. The Board of Directors shall from time to time and at least annually, prepare a budget for the Condominium determine the amount of the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, Board 1± is Declaration, the Articles or the By-Layle rules and regulations or by the Association if any, may repetled income to the Association, if any, may repetle in the standard reserve accounts, or other and shall determine from time to time, a stricted or accumulated. Any budget adoject to change to cover actual expenses at the change shall be adopted consistent with the Bywhich hich such Assessments are based, to all Uni requested in writing) to their respective Common Expenses shall include the exper to change to change shall be By-Laws. furnish copies of e based, to all Uni By-Laws, the app. Association. In Ty, may be used to with expenses a adopted expenses and Unit any time. Any the provisions rwise as need not mortgagees Assessments Owners and and shall applic-Inc1time,

13. Collection of Assessments.

- 13.1 of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for the Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise. Assessments jointly unpaid Comthe 0f
- enforcement of the the date of the shall ho shall secured by it Association sl record cription the on such Fattorney's shall within Default the each date rney's fees and costs includent to the collection of the Assessment to the lien. The lien is effective date of the recording of this Declarated be evidenced by the recording of a claim the Public Records of the County, stating the Public Records of the Parcel, the name Assessments Of ten (10) days from the date when the bear interest at the highest lawful ate due until paid. The Association the Condominium Parcel for any unpaid Owner, lien Parce1 Payment of shall the (or the amount due shall not be and costs incurred such other agree by w Assessments for Common installments thereof bу released r amount a way of s and the any unpaid or and for d by the the Ass thereof when th the Assessment is effective as as to which settlement) lawful due Declaration until they are ful rate f dates. The Assessments Association has reasonable not Expenses m of the 0f a lien lien paid des have and due 0f

E. 14066N3115

or other Expenses including (but the unpaid properly such Condominium Parcel which kut not after) acquisition of time foreclosure (provided the Assoperly named as a defendant junce acceptance of such deed in lieu secured by a claim of lien that other and recording o Parcel or Λq assigns collectible from such acquirer, charges the Association pertaining to sure chargeable to the former United Parcel which became due he Common Expenses of shall be deemed lble from all of of defendant junior lienholder) or h deed in lieu, unless such share m of lien that is recorded prior the foreclosed mortgage. Such and such Association has been junior lienholder) or title acquirer's or the l mortgage. Such or the Assessments to be the Common as a result Unit Unit prior succes 0wners Condo Owner Of to

- red to the Unit Owners other than the Developer (the "Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to the Units it is offering for sale, provided that the regular monthly Assessments for the Common Expenses imposed on each Unit Owner other than the Developer shall not increase during such period over the amount set forth in the Estimated Operating Budget contained in the applicable brossnectus delivered to such Unit Owner when such σ non-Developer the share of attributable apply to funds including, but not contributions or start-up funds purchasers at closing. provided in this Declaration Estimated Operating Budget refeused for the payment of Commor Guarantee Fundration Date Owners payable to the Association or collected by Developer on behalf of the Association, other the regular periodic Assessments for Common Expenses provided in this Declaration and Arania. sale. Prospectus delivered to such Unit Owner when such Owner contracted to purchase the Unit, if applicable, and provided further that the Developer shall be obligated to pay any amount of the Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level. For purposes of this Section, income to the Association other than the Assessments (as defined herein and in the Act) shall not be taken into account when determining the definance. period option until Developer's period from the NO O O ff Expiration of which control of the funds time earlier in into account funded by the ation Date, the Deveroper a definition of the guarantee for a definition of the by written agreement with a majority of Unit Owners on the same terms or pay: Liability the date carlier of the he Common Expo the Units receivable f of the Association or sesson of the Common recording of Developer. referred to above, Assessments years thereafter Association is tr This 1 Expenses prior to This restriction sh not limited to, capi is collected from U and in the Act) and determining the coper. After the then Unit this Declaration offering Assessments shall definite capital paying Or for the be Or C of
- stating all Association Unit. Any p Certificate (15) days a 5) days a Unit, such o after certificate sl the Assessments by the Uni Of r request by Association Unpaid Unit shall be it Owner with respetition the Unit Owner Assessments. and bу shall a Unit other protected provide moneys Owner respect Within thereby. a certificate Or owed who mortgagee fifteen relies to
- 13.8 Installments.
 monthly or qua
 Association fi quarterly, from Regular time tо in Assessments time. advance at may the be collected option of the

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- 13.9 Charge any fee against a Common Elements or the such use is the subject ation and the Unit Owner n Elements or the use is the subject and the Unit Owner Elements. the þ of The Association shall Unit Owner for the use of Association þ The lease on Property unless between the Associunless the
- 14 provisions: Insurance. Insurance covering the Association Property shall the be e Condominium Property and governed by the following

14.1 Purchase, Custody and Payment.

- (a) and shall authorized to effect gated Board Directors may enter into an arrangement with the Community Association and other condominium and similar associations within the community known as Keys Gate whereunder such associations obtain insurance on a group basis, provided that all the Board of Directors enters into the arrangement, then the Community Asshall be deemed to have automationally. ments such Property herein angement, then the Community Association ll be deemed to have automatically been deleded all claims adjustment authority of the cd as to all claims affecting more than just Association or the Condominium. insurance 0f covering shall this to be be issued by an insurance to do business in Florida. economies of scale, the Ray enter into an arrangement All Declaration. Эd SO group basis, provided so obtained meets the portions insurance purchased policies of +-Λq In the event that the Association he foregoing Association Condominium Board In order company Of
- (d) Trustee shall be Institutional instance, if Approval bе issuing the policy, the a issuing the policy and the (if appointed) hereinafter subject to the approval of the ional First Mortgagee in the control of the policy. subject to tional First (1f issuing the the agency and e Insurance c described the Primary the
- <u>(c)</u> out naming them, and as ager gagees, without naming them. and their mortgagees shall be insureds. Owners of the Units covered by Named Insured. The named Association, individually, named ed by the policy, with-agent for their mort-hem. The Unit Owners and insured be deemed as agent Jnit Owners additional for the the
- (p) Custody All pol "Insurance Trustee" (as described in this Section 14) (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed). policies made rati provide de by the insurer she insurer she (if Payment de that shall ! be payments e paid to 0 Proceeds. ξo the for
- (e) Copies to Mortgagees. One cop ance policy, or a certificate policy, and all endorsements t furnished by the Association each Institutional First Mortg mortgage Copies the than te nogu certificates ten (10) dave en (10) of the മ Unit days pr covered prior shall Mortgagee copy thereto, not be ţ nogu evidencing of the less furnished the who o, shall be request to each beginning than ten holds policy. insurnot മ

RE: 1406683117

- (10) days prior ceding policy th as appropriate. that ţ 18 the he expiration of being renewed or or each pre-replaced,
- (f) Unit, sonal and otherwise proper Association shall specifically living s for obtaining insurance in the land including, but not limber the property, and for their living expense and for property, and lving expense insured Property and ly provided h not be responsible in accordance herewith. insurance coverage upon the in the boundaries of their not limited to, their perfor their personal liability herein or by any other risks the to the Unit the
- 14.2 Coverage. the The following: Association shall maintain insurance
- then costs.

 as determined by the Board of Direction Association. Such coverage protection against: Units under full insurable replacement value the excluding foundation and excavation costs. insured Common all fixtures, I sonal property or other personal installed by the coverings, Casualty. Thinstallations (collectively the insured in an amc excluding the Owners) and Elements Building Elements or owners the all furniture, furnishings, wall coverings and ceiling copersonal property owned, suppl all required The Building (including all one or additions comprising liding within the boundaries and Association's the Unit Owners or tenants of the nd all Improvements located on the s from time to time, together with building service equipment, peramount or owned by the Associat "Insured Property"), shall ount not less than 100% of replacement value there γď the es constituting
 by the *-Act policy(ies), ф supplied Association bе les Directors all afford coverings that fixtures thereof insured of par floor Such the bе
- endorsement; covered Damage by Fire by a standard þ and extended o coverage
- Such Other I customarily ings and ings and improvements similar insured Property in construction, and use, including, but not livandalism and malicious mischief. Risks as red with respect vements similar in construction, from time limited ţ to location bui .1d-
- (d covering loss o or occurrences the Insured Pro liability accident o \$50,000 bility 6 walkways, shall bility Liability the Association, but with ility of not less that versa endorsement Insured 1 property or and o occurrence, \$100 Property 36 Comprehensive or damage resulting from accidents automobile y work, mar Property, by the on or about þ damage, group t 0 cover matters th combined single than \$1,000,000 for \$100,000 per person adjoining driveways to and Board with or in liability any liabilities any Unit Own with such of connection with things ρ Directors public coverage cross Owner, person insurance of lia-

RE: 14066N3118

- <u>0</u> Workmen's insurance, when applicable. Compensation and other mandatory
- (b) Flood Insurance if Institutional First N if the Association so If requires t Mortgagee n so elects. or Vd the Primary FNMA/FHLMC or
- (e) officers control o the greater of \$10,000 per person i 150% of the Common Expenses as show Association's budget from time to time. such the greater 150% of the FIMA/FHLMC, VA or FHA, insurance to greater of \$1 and employees of the Association or disburse Association funds, if surance to be in an amount not less ater of \$10,000 per person insure ĭf required covering of the / by all shown insured the þ irectors ion Act any, than who OH 9
- extending the applicable portage described above to all Asswhere such Association policy pro such coverage is available. n Property. to all Associ Appropriate Association 9 endorsements of the coveradditional Property,
- (g) Such of the the to be desirable. Other Association Insurance as the Board ciation shall determine of D: Directors time to

Unit age trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance be primary, eve that covers the tionally, each policy trust agreement will Directors tors ance only subrogation against policies loss that y a fraction of any loss in upon +h npon of appropriate ies shall ω the Assos of the result other insurance carriers have issued covere same risk, and (iii) avoid liability for is caused by an act of the Board of Direce Association, a member of the Board of Association, a member the Association, one or alt of contractual under same loss. and obtainable, ciation, one or more Uni ontractual undertakings. shall provide that any i oe recognized, that the i insurer's each tion and against a group, (ii) to the event of coir 0f right the Unit foregoing (1) insurance coinsur-Owners Addipay the

agreed boiler for eac ciation shall each casualty coverage amount mount and inflation guard and (11) overage (providing at least \$50,000 coveragents at each location. applicable. coverage Asso. steam (±)

- 14.3 any or substantially modified without at days' prior written notice to al replacement obtain an appraisal insureds, including all mortgagees of the Unit Additional foundations), without deduce the purpose of determining be effected pursuant to this renewal competent including value of the Provisions. thereof, the without deduction notice the er, of the full Insured Property deduction for dep ω All Board the policies Section Of all n for depreciation, amount of insurance least 11 of s of Directors not of þe insurance or ectors shall company, or insurable thirty (exclusive the cancelled insurance Units. named (30)
- 4 Premiums the Association Premiums shall nogu be insurance paid γď policies the Assoc Association as

Owners. Pro abandonment tenances Common ers. Premiums may be fi premium c 9 0f of um occarif any one or more f the Common Elements he assessed against may be financed þe occasioned that more Units appropriate the misuse, occupancy or its or their appurs by particular Unit and paid in such manner increase such Unit

- 14.5 the renewal or the sufficiency the failure to collect any instant duty of the Insurance Trustee sha proceeds as are paid and to hold the purposes elsewhere stated benefit of the Unit Owner. bank shall ceeds Of Insurance Trustee; policies obtained shall be for the b gagees in the set forth on Florida or Owners Insurance interests may Directors its Community 0 not be covering and principal or one or m trust may appear, and shall provide that may appear, and shall provide that ering property losses shall be paid Trustee which may be designated by toors and which, if so appointed, shall shall be paid that the crust company in Florida with trust the the cipal place of business in the State of e or more of the Directors or Officers of Association. The Insurance Tiable for payment following shares, but shares need the records of the Insurance Truste by or on beha Share for payment of sufficiency of Owners and their Trustee shall be and to hold the sar Of f Proceeds. behalf of Association, herein, be to receive such same in trust for premiums, policies, respective proceeds. **A11** paid to the by the Board , shall be a Trustee Association respective t all proinsurance nor not be mort pro-The for
- (a) that portion of the Insured Optional Property as described includes property lying within the boundaries specific Units, that portion of the proceduallocable to such property shall be held as that portion of the Insured Property we Common divided Insured Property. Proceeto the Insured Property the that Elements shares ares for each Unit Ownsame as the undivided ments appurtenant to e <u>i</u>f the Proceeds Insured shall divided shares at to each Unit on Owner, account in paragraph be held the proceeds such shares Unit of damage damaged Į p
- by reconstruction elects to carrelation elects elects to elects ele or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of the Optional Optional benefit of repairing the damage suffered by sch affected Owner, which cost and allocated be determined in the sole e solely all of Property.

 ly to the Units Proceeds or , tor rer and/or on certain account discretion allocation portions γď of of to
- (c) shall have any right to apply or he reduction of a mortgage debt proceeds, except for actual district of made to the Unit Owner and mort to the proving Mortgagees. No mortgagee to determine or participate reconstructed or provisions any al distributions there and mortgagee pursuan Declaration. te in the determination damaged property shall shall ged property have applied have any any mortgagee insurance pursuant

RE: 14066N3120

- 9 Distribution icies receiv tributed received by thereof i of Í'n Proceeds. for the the following manner: the Insurance benefit **Proceeds** Trustee 0f 0f the insurance shall be beneficial pol-dis-
- (a) Insurance vision shall be made of Trustee the Trust. A therefor. **A11** ll expenses first paid paid Or 0f the pro-
- (b) distributed remittances erty gagee as elsewhere remaining af ceeds repaired Reconstruction for shall being payable or which after to the be ich the proreconstructed, the he paid to defray the herein. A or R the beneficial the Unit Owners yable jointly to Repair fthe them. owners and their Any costs remaining paid damaged cost proceeds shall be 18 thereof thereof to be mort pro-
- <u>(C</u> above, antional First any paid Failure to determined beneficial remaining pay , to damaged d shall r the to proceeds not be reconst in the manner elsewhere owners distributed first to al t Mortgagees in an amount their mortgages, and the their mortgages, beneficial owner Reconstruct reconstructed or residual be allas provided owners Or ted or repaired, allocated among Repair Ín all provided that Section proceeds balance, ll Institu-sufficient balance, if among the are the
- (d) Certificate.
 Unit Owners
 Trustee (if
 icate of the and of t and the Secretary as their mortgage of is ir mortgagees distribution. the Association made and and their mappointed) In ţ making the the names of and their re mortgagees,
 may rely upon a distributions age rely u respective shares the Unit Insurance
 a certif-President ð Owners the
- 14.7 other claims interest Association vocably app bly appointed as Unit Owner ms arising u Association Unit Owner lien upon a payment 'n the under þ and of o Condominium as agent and for eac claims , to insurance The Association is hereby irre execute each owner and Property to and net orney-in-fact
 ner of a mortgag owner cies purchased deliver relea tο Of mortgage adjust releases other all for Or
- 14.8 ualty Unit. Unit рау covered Association for ξ elects otherwise, Owner, Owners' 0r accidents Ьy It shall be the cner, if such Owner insurance as theft insurance Personal loss occurring Owner so desires, to purchase to all such and other risks carried by the Association. to cover Coverage. the obligation the insurance purchased by within claims thin his Unit, contents of a Unless 0**f** against the in the individual risks not an nor Associa-Owner' Owner casthe
- 14.9 Benefit Section such mortgagees mortgagees 14 01 f Mortgagees. lentitled "Insagees of the Insurance" Units Certain and are may provisions for þe the benefit enforced ij this t of þу
- 10 Association appointing appointing Association Insurance an Trustee. shall n Insurance have The the elec. e option Trustee Board not of ä hereunder. its Directors der. If appoint discretion 0f the the 0f

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tion. Fees and Common Expenses. Trustee, the Associatio obligations imposed upon and expenses Association such Trustee by to Will perform directly all this Declara-Trustee are

14.11 property tion of presumed Presumption dispute Or. or lack of constitutes
the Common F non Elements, a Damaged Property.
of certainty as to the second portion of a such property she Common Elements. to Unit(s) In whether event or shall damaged þ

Reconstruction Or Repair After Fire or Other Casualty.

15.1 by of repair appointed) damage to or the Optional insurance fire immediately Insured policies arrange nediately following paragraph, in the to or destruction of the Insured Properional Property, if insurance has been Association with respect thereto) as e or other casualty, the Board of I grange for the prompt repair and restor sured Property (and the Optional Property has been obtained by the Association and thereto) and t) shall disburse has es to the contractors en restoration in appropriate been obtained by to) and the In following Reconstruct the Insurance T proceeds of the Repair. or all engaged i Association with 1 of Directors restoration of progress Property Property, Trustee Subject Q in obtained insur result paysuch 1f of

lying If 75% Optional from however, ceeds such affection Owners minium restoration First Mortg and interests Association, subject damaged such fund all the order promptly resolve not toration thereof and Association with boundaries of in proportion affected Unit Owretion of the Assabeld for the Unit that he Condominium Property were on event the net proceeds of it such damage or destruction shalthe Unit Owners in proportion the Common Elements applicable and/or within the er, that no there Mortgagees Property will to an action held for t portion or 0f ation with respect destroyed and if able interests in priority more any Unit no payment shall be made that first been paid off outall mortgages and liens operating of such mortgages damage will not boundaries damage to the Insured recovery lying within of the Insured Property lying within the Unit), and among affected Unit the Unit), and amage suffered by each the the sole Association of mage to the portion of 1f prove such resolution, the Condo-ll not be repaired and shall be on for partition instituted by the lit Owner, mortgagee or lienor, as Property were owned in common, in t proceeds of insurance resulting destruction shall be divided among in proportion to their respective and a Majority of Insprove such resolution, t the insurance has Insured the Unit thereto) is ~ Of the (with respect to optional Property, the Insurad the Insured the Unit); made to a U the Owners Property out (with been obtained by is substantially on and owning 80 Elements the repair or Institutional of his share his Unit in of respect liens provided Proper 808 produly Of

more account and Unit Trustee 'used, the than nan sixty (60) da (if appointed) (90) 0f estimated Owners in such this days that it holds the cost of such Section mean after days notifies the Board that the from the such destruction repairs proceeds of insurance words work, or Insurance date "promptly s are to be or not sufficient the of Directors begin repair" not to

certificate of Unit Owners sufficient Secretary Insurance ť notifies ö that to Trustee the Association made by its to determine whether or not the reconstructory pay such the the n proceeds of e estimated co: costs insurance Directors rely upon the damaged such President and are work the

- 15.2 Property (interests Owners of if not, i codes, and altered is Association repair plans ts and Owners must and and if is the nust be made substantially in accordance the original is and specifications for the original id then applicable building and other then in accordance with the plans and the plans are appropriately. (and approved by the on and then app in the Common Eleme all Units and other po (and their respective are to be altered. of to the damaged property wh Building or the Optional not less than 80% of t applicable Elements, portions of the Optional mortgagees) building and oth in accordance reconstruction plans and specif-Directors of the the Property, applicable the plans Improve of other with Or, bе
- 15.3 Unit by Unit be tion of the Assoresponsibility repair shall be responsibilithe respect Special those p proceeds Unit by 1 provided Association purchase of accordance with guidelines established by the Directors (unless insurance process Association responsible which respective Association responsible for any repair parts Responsibility. If rts of the Optional held the respective Unit 1ty ld for such repair or reconstruction of basis, as determined in the sole dis Association). In all other instances, optional be with or Of of maintenance Unit Owners, the for all neces for shall have repair the d that h respect thereto ional insurance thereon, in which ional insurance the responsibility to reshall have the responsibility to respective Unit Owners shall be individuted in the cost of insurance in the insurance reconstruction all necessary reco necessary nce and r the dama erty for repair damage reconstruction and reconstruction Unit sole discre the Board held by t Owners shall İs ĺs which that and and the 0 of
- such fund Disbursement lected on ac collected following manner casualty, shall conswhich shall be disbus of reconstruction from the account The and order: of Unit disbursed proceeds constitute O casualty, Owners and d repair in +hof insurance on and account the smus col-Of
- sibility of \$100,000, the be disbursed provided repair of the fund included appointed) k gagee which request Association; struction and Association - Lesser Damage. amount of the estimated costs order shall policy, ed below of maj of the ð Ín major then the construction sed in payment of such of the Board of Direct ьу Эd is the the provided, repair an Institutional s a beneficiary the for damage disbursed Association construction Insurance proceeds which however, reconstruction f such cost are 0f of ar İS Trustee fund, the the responfund costs that which of less 0f manner insur recon shall nogu npon than the

- above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed manner bursed Association of the esti and repair the ciation - Major Damage. If the amount the estimated costs of reconstruction repair which are the responsibility of Association is more than \$100,000, the construction fund shall be dised in payment of such costs in the to practice in Florida and en Association to supervise the contemplated þу subparagraph work. (1)
- (111) Owners of the Optional Property who have the responsibility for reconstruction are repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit insured),
 Owners of remaining after such effected shall be affected Unit Owners jointly remaining Board; provided, however, that in excess of the stimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and portion of the Optional Property and promptly portion proceeds must the Optional portion Owner Property costs insurance the the responsibility of the Association, balance may be used by the Association to effect repairs to the Ontional 0f as elsewhere ft) reconstruction Or proceeds ct repairs t may the repairs. Any r such repairs had be distributed owners and their mo эđ there insured after and their mortgagees herein contemplated. distributed is and payment estimated cost r of such dam-Or repair have been balance 1f shall be bears Optional ξ Of under have that all the the of all to
- (1V) Surplus.
 first mo ever and a11 the construction lished, such balance shall to the beneficial owners Assessments insurance proceeds. If in a construction fund reconstruction and manner elsewhere
 ;, that that part
 Owner which is n repair costs jointly monies relating to **1**t paid by such Owr fund shall not ly to any mortgagee. disbursed or which the balance shall shall by such Owner shall not be not sed in payment
 nd repair shall
 If there is a þ be of vners of the fund stated; except, he of a distribution e presumed in pavment the Ħ after fund be excess reconstruction shall is a balance distributed payment made that into of of costs pay howfrom the the б Of
- <u>ব</u> Certificate. Association shall visions Assessments not to not be determine sums herein, paid with shall required Notwithstanding whether Уď the the Uni to Insurance it Owners deposited Insurance the determine whether disbursements the Trustee npon Trustee the

disbursement is to be may rely ciation, tary, as stating paid. npon nor than names from amounts to rely properly s of the p to the the the the as that made by its Presiden to any or all of such that the sums to be determine order construction fund are to be order of the Association alonalditional approval of an allineer or otherwise, nor whether is to be made from the Assessments be paid. payable, and statin payees and the amounts to determine distributed a spaid by the the The Insurance tificate of the President payees such matters and be paid are due of an arch stating and the are nor alone Trustee whether 0wners be made Secre t 0 ASSO conless the

- 4 costs. Insured ments repair, the construction portion on account Owners' cient amounts repair, struction and tion, or if Assessments. sufficient each shall respective share nunt of damage to to to the cost of i Owner Such Assessments Property shall be respective shares ဝင္ပ upon funds n and r be at Ιf t_o If the property defray repair thereof, made n completion ls for the paym repair are in n completion of reconstruction is for the payment of the costs of repair are insufficient, the Assuade against the Unit Owners in suprovide funds for the payment of any proceeds to b the be in proportion to all res in the Common Elemen: the Optional Property, as determined by the A as be on account estimated during effected of the reconstruction insurance 0f costs γď damage to all Elements, perty, in p the 0f Associasuffered n suffi-Associa Assess are Of 0f to reconnot rethe and the
- 5.5 Benefit o Section 19 Units and of may be Mortgagees. are for the enforced by the benefit Certain any of them. of mort mortgagees in 0f this

16. Condemnation.

- 16 with Unit his off tors ure cise made Trustee. casualty deemed rustee. Even though the awards may be it owners, the Unit Owners shall depend on the Insurance Trustee; and in the ce to do so, in the Alana. portions award, or against the of against of the the so, in the discretion of the Board of Direction of the Board of Direction association, a special Assessment shall nst a defaulting Unit Owner in the amount, or the amount of that award shall be set the sums hereafter made payable to the Awards s of th power and the the Of with ith Insurance Condominium F eminent domain for that taking Property Trustee. ay be payable to the deposit the with perty by the exshall be deemed on account shall be Direcfail the
- 16.2 for determining whe coonstructed and repurpose, the taking deemed to ' Determination Whether to Whether the Condominium will the taking by be a casualty. whether repaired after casualth Continue Condominium. after shall For provided þe this conre-

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- vided not vided below. Assessments ically Condominium will distribution proceeds Disbursement casualty, or a cally provided. terminated af disbursed in special Assessments terminated after taking will provided and I'he proceeds (
 s shall be user
 ed in +of Funds. after shall all be used for these purposes and shall n the manner provided for disbursement Insurance Trustee (if appointed) after as elsewhere in this Section 16 specifwith respect to the insurance proceeds if ter a casualty. If the after condemnation, the with be be reduced respect owned n, the p will be Ιf the usable in the of the awards and and proceeds Condominium deemed the property emed to be in distributed the the Condominium is of ownership size manner proand the 18 nd special and shall insurance damaged Ín terminof awards
- 16 . 4 Unit the made Association), the the Unit shall be order Reduced but of a Unit the duced but Habitable.

 a Unit and the ren
 made habitable (ir stated Condominium: award and the used remaining (in the sol for the tall for the for following the sole opinion of the taking of a portion the following purposes If the taking reduces portion changes Of the Unit the in be 0f
- (a) habitable.
 exceeds the
 funds requir Restoration required of the Un: amount ed shall 0f Ιf Unit. the cost the bе The assessed award, of Unit the the shall against restoration additional pe made
- (d) Distribution of Surplus.

 award in respect of the Unit
 distributed to the Owner of t
 mortgagee of the Unit, the re
 payable jointly to the Owr gagees. Unit, y remittance Owner and the IT The Unit balance any, s such and to each being made shall mort the
- <u>0</u> ments, shares applicable Common Adjustment floor area reduced denominator of Common percentage Ьe area the Elements and of the Common Common 0f restated all numerator of the Unit is reduced by bу Surplus of Shares Unit prior multiplying multiplying Expenses and ed as follows: the Unit of ne Common Expenses as appurtenant to the Unit shaltiplying the percentage of the prior to reduction by a fraction of which shaltiplying the prior of which shaltiplying the reduction by a fraction of which shaltiplying the control of which shaltiply in the control of which shalt the Unit after f which shall be Unit before the Unit Defore the Unit Owners in the Unit of the Unit Owners in www. n Common Elements. the taking. be the . be the a he taking Common the the taking, of the Ιf es and shall shall fracarea
- (1) Units "Remaining Percentage Balance"); the after total reduction 0f all percentages as aforesaid and Of (the a11
- (11 reduction as afore Percentage Balance. divide each percentage aforesaid for Λq each the Unit Remaining

The the result adjusted such percentage division for for such each Unit Unit shall

δ σı Unit M entire cannot Made We Unit be made Uninhabitable.

t or so reduces
made habitable ((in the the s the sole Of taking is of a Unit opinion that n of Of the

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Association), t shall be used f stated and the Condominium: the for following award f for the taking ollowing purposes y changes shall b taking 9 of in made the the to order

- third, Payment first shall and such balance, Of other which Mortgagees their replacing ion Unit is specific the jointly to the mortgagees mortgages in connects not so habitable; ť immediately prior to the if any, shall be applied cing the Common Elements. tgagees of their Units. In no event total of such distributions in respect ific Unit exceed the market value of the Ín Award. The he applicable amounts the exceed the ly prior to connection able; second, to and unpaid As affected Unit e awards shall h le Institutional sufficient to p r to the taking. The applied to repairing market the tak with ф Assessments t Owners an each the Assopay ье . paid First Unit off
- approved capital i use by Addition portion award shall vided condition of the Board exceed that all for the taking,
 od in the manner of
 improvements to the Common for 얁 n allowing, to the ll Unit Owners in d of Directors of at if the cost the Common ne Unit, the e Unit, ___
 Elements and shall be possible,
 owing, to the extent possible,
 owners in the manner approve balance Elements. of + the any, Shair che Common Elements of such of the work ther of the fund from shall become manner approved by Association; pro-Work The required placed in shall remaining therefor for for the
- <u>0</u> reduced reduced Adjustment Elements, restating tribute the appurtenant lements, follows: the Expenses Condominium shall number Units) the Common of Shares. shares of and the U Expenses Common me Unit shall 0f the The shares shall that continue as l be adjusted to Common Elements, continuing that Owners and Surplus ers (and among be effected nuing Unit Own Common in the among Surplus Owners Common Compart disthe
- Units adjustment, bu necessary by subsection
 (the "Percentage Balance"); Units the of total continuing but after t after any adjustments made subsection 16.4(c) 0f a11 percentages and 0f
- (11)**but** divide centage continuing Owner subsection after the Balance y Owner prior to the any adjustments tion 16.4(c) herecally percentage hereof, of this each made necessary γd adjustment Unit the of

The the result adjusted 0f such division percentage for for such Unit each Unit shall

(a) ments, mortgagees as above not sufficient to al the Owners of Condominium e against purposes payments Unit the a11 for ð shall the Unit of the Units effected by additional t to alter the remainable as " the Ιf be the raised by the received the continue; Owners who will continue its after the changes in the heart balance the remaining portion part of the Common E funds required for s of the the taking such award Assessments Owner's such as of

P

adjustments hereto by re percentage to reason of the taking bе made shares such Ín shares of those Owner se Owners after effected purs the after all pursuant applic

- such value shall be accordance with the American Arbitration. tion pursuant hereto by reason nogu of the arbitrators shall base their de including the shall agreement between their the Unit əd Code. taking, in proportion entage shares of such (the рe entered in Arbitration decision appraisals assessed accordance with The cost and d in any court of competent juris-cordance with the Florida Arbitra-he cost of arbitration proceedings sessed against all Unit Owners, Owners who will not continue after in proportion to the applicable If taking can the Unit Associ shall be two appraisers appoint the state of the Unit. A judgm the the Association within 30 days a dispute by any affected party, be determined by arbitration in rendered then existing rules Association, Cannot be Unit Owner market ţ to such shares of the taking. bу value or a the determined the and mortgagee within 30 day except arbitrators they hey exist effected judgment appointaverage 0 f the
- 16 σ the taking. If t distribution shall the Taking of Common tributed Common elsewhere ciation; remaining portion these they taking, mortgagees of OWD Elements. ... of the Common E approved by shares provided, the the balance of lng, the work Common Elemon Elemon Elements the required effected Common there of the that if the e of the Elements. ents shall The for the Common Elements of the Board of Directors of hat if the cost
 of the funds fr
 shall be approe balance of t Elements, if t Owners in th ce is a paid unit. Elements pursuant þ a mortgage jointly to Awards Ьe approved in which accer adjustments hereto by after the from the award used 1mprovements any, snar che shares the awards for for ť 9 the awards d in the man shall the the usable render Unit, Owner the taking reason be to Ín manner e dis-which Asso for the the Of f
- 16.7 Amendment the Common Association Common Element only evidenced Common only required direction of, Surplus and of Elements γď Declaration. The ments and in the character in the Co that an amendment ţ ω be approved majority of be are the Common effected by The ţ of all ownership of this changes the taking shall Declaration that and executed upon Expenses Directors in the Common Units, and of the 'n
- 17. Occupancy congenial minium congenial occupancy protection of the va accordance Property and with Use the shall Restrictions. In a y of the Condominium value of the Units, shall be restricted following provisions: order the the use of to and sh Property to of the shall provide and for Condo-be in the for
- ship, true the following only, except Unit owned by or Each as as otherwise by an individual, cor rother fiduciary may or and such the Unit Unit Owner shall or eq. other corporation used only be occupied persons' familia expressly permitted provided families, residence partner-Уď

pancy partner lessee, any and or employee of such corporation, (iii) a partner employee of such partnership, (iv) the fiduciary beneficiary of such fiduciary, or (v) permitted oc pants under an approved lease or sublease of the U (as described below), as the case may be. Occupa offices ual addition power rooms purpose guests) employee lessee, reside following 0 1 person an the Unit Owner to authorize occupancy of a Unit by persons cion to those set forth above. The provisions Section 17.1 shall not apply to any Unit used party for guest accomodations, models, sales or otherwise in connection with the sale of lessee approved with them: per (except exceed two (2) persons per bedroom and one (1) per den (as defined by the Association for the of excluding from such definition living dining rooms, family rooms, country kitchens like). The Board of Directors shall have the Or 0 P (11) (11) an officer, director, stockholde of a corporate lessee or sublessee, (1 or employee of a partnership lessee or (1v) a fiduciary or beneficiary of a ssee or sublessee. In no amount -----reside of, leased or for with his/her family: (1) (11) an officer, director s, and suce (1) an officer, sublessee. or temporary use the or r such subleased Unit individual] occupancy .v) permitted c sublease of the se may be lessee or stockholder families Уd y of a fidu-shall occurmust the individ-stockholder sale of Occupants visiting (111) эd occusubsub-Unit Who the or of in Or OH _O

sons with Association shall enforce, and the Unwith, same with due regard for such put Children ents, circumvention Association, a person(s) occupying a Unit for than one (1) month shall not be deemed a guest rather, shall be deemed a lessee for purposes of Declaration (regardless of whether a lease exist rent is paid) and shall be subject to the provisof this Declaration which apply to lessees. purpose of this paragraph is to prohibit such principal residence general import occupant (e.g., shall used brothers, s permanently other the determined by , a separate al sense of the ant. As used he shall include be herein, Owner thers, sisters, grandchildren a anently cohabiting the Unit as Owner or permitted occupant the r cohabiting persons are senarate. deemed used herein, include only the s paragraph is the provisions the Board of "family" other husband word, from the Owner or erein, "guest" or words of e only those persons where the contract of the chan the Ur
Board of
) occupying
l not be 9 and words such purpose. wife couple) persons who have Unit. Unless other Directors Unit Directors of t as or thereof, wner or permitted words of similar sons who have a lessees.
prohibit
intent of lease exists separate similar im children, pand other pand other the provisions Owners comply of together 0f even 0 f Ín family impor this this but more per par the the The the 01

17.2 age mag others 17.1, shall Children. not above. γď being subject to bove. Children temporarily occupy a y the Master Covenants ьe Children permitted to under ţ under o reside in the Un the provisions of ider eighteen (18) y a Unit, but only the the age 0f the eighteen 18) years only as p of Units, Section (18)per a11

the may elsewhere Notwithstanding sale be used of ä any Unit. this anything contained Declaration accomodations to the ij in this contrary, connection Section ion or Units n with

17. number ber of joint o household pet pet owner Owner ij his S Or or Unit occupants) occupant be (regardless of
s) may maintain
be limited to a dog one the

purpose, unneighbors and is inneighbors and is inneighbors. No reptiles of the control of the co remedies, inc. appropriately. All pets (incon a leash no more than six times when outside the Unit. provided that Elements and permanently entitle violation Of Unit Owners or specifically it is not ke neighbors. balconies Condominium Property Section 17.3 shall not promer or a caged household-type bird(s) or a caged household-type bird(s) ded that a bird(s) is not kept on Linder that a bird(s) is no alconies when the Owner is not in the Unit. Ut limiting the generality of Section 19 hereof, tion of the provisions of this paragraph shall le the Association to all of its rights and ies, including, but not limited to, the right to the Unit Owners (as provided in any applicable and regulations) and/or to require any pet to nently removed from the Constant of the does not becomes and is first ly permitted by the Association), provided kept, bred or maintained for any commercial other pets iles or wildlife shall be with the moreonants must pick-up all ets and dispose of states. ts and dispose of such war All pets (including cats) must be nore than six (6) feet in length at household d from the shall not p become st registered wildlife shal ø the A nuisance with the Assoc l be kept in or the s) in a Unit, Limited Common Units). or solid wastes as keeping 'n annoyanc such Associawastes kept t all The

- Alterations. wition 9.1 hereof, but here with the control of the c ant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television or radio antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof) and of the Community Association (as set forth in the Master Covenants). Unit Owner shall cause or allow improvements appurtenchanges to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not ant thereto or Common Elements, including of any antital to painting or other decorating of any Without but subject limiting the generality of Secsubject to Section 10 hereof, no use or allow improvements or
- 17.5 used ties of Common Elements. The Common Id only for furnishing of the serves for which they are reasonably incident to the use and occupancy mon Elements services and rvices and s suited and y of Units. s shall be nd facili-and which
- 17.6 mitted nor shall any use o source of annoyance conducted by proper use of the or occupants. or which shall Ьy any use or this N O be his Declaration and n of the Condominium Property by its resinuisances (as allowed on t to residents or occupants of ed on the Condominium Prop practice be allowed which NO activity lon and ~ defined by the Condominium Property by its in the specifically in the spe deemed a nuisance the activity the
- or repair elsewhere No Improper Uses. No improper, offensive, nazaraous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or Violations of laws, orders are arenew having jurisrequirements diction ther Condominium expense of, the
 c such portion of
 e herein set forth thereover, expense of, such portion f any governmental agency operty, shall forth. string to any portion of the ating to any portion of the hall be corrected by, and at le party obligated to maintain of the Condominium Property, as agency any po having

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activity specif shall be deemed shall Articles enforce not of be liable to any person(s) for its failure the provisions of this Section 17.7. No specifically permitted by this Declatation deemed a violation of this Section. of or ,

- 17.8 shall 9 requirements of its appurtenant Limited Common Elements installed with sound-absorbing to the sound-absorbing the sound-ab approval Declaration, Coverings. with sound-absorbing backing meeting requirements the Association. Without no nts set forth in Se hard-surfaced floor any Unit above the limiting the generality Section unless same coverings irst floor 0 f
- 17.9 plant subject cally p without placed tinting, windows awnings, sign...
 awnings, sign...
 iting, furniture, fixtuint or grow any type
 int or grow or other pl the generality enerality of Sections 9.1 or it to any provision of this Dec permitting same, no Unit Owner to be affixed or attached to, h on prior written consent Community Association. 0f Improvements; the exterior walls, doors, the Building (including, but s, signs, storm shutters, scr signs, storm sl niture, fixtures w any type of : pe of shrubbery, Landscaping. 9.1 or 17.4 her this Declaration doors, ers, screens, window equipment), nor to bbery, flower, tree, e outside his Unit, outside of the F hung, are, balconies shall Without displayed hereof, Association specifilimiting limited window tree, any-O_F Or
- 17.10 particular specific re Relief by Association. power lfic restrictions cause shown. (but not circumstances the contained obligation) from Association ä to the this grant provisions Section 17 shall relief the for 0f
- 17.11 Cumulative Without li the cumulative with, and not in offorth in the Master Covenants. last foregoing unnumbered e with th Restrictions of Master (ing the generality of Section 11. bered paragraph of Section 11. restrictions shall be in add derogation of, those 11.1 Covenants. n 22 or of 1.1 hereof,
- 18. Selling, Mortgaging and Leasing of Units.
- 18.1 Sales and sell, con interests in for the prior prior nvey and/or rain and liens approval of Each Unit Owner upon, r mortgage, and to grant outpon, his Unit without any Association. shall bе free other need
- ment ten ciation, app Covenants or observing any c the Articles of Эd statement) ovenants or other int, document or int administered by the terminate the lease erving any of the p automatically approved approved deny deny permission grounds the Ass approval may Units applicable rules No be that ЬУ for portion of a Unit rented. All lease by the Association other applicable provision at or instrument governing ed by the Community Associated shall also be subject to 0f the Association shall have the right e lease upon default by the tenant in of the provisions of this Declaration, Incorporation and By-Laws of the Asso-വ ion to lease Association r the ...sociation and shall provide deemed to provide, absent and the Association term Association f a Unit (0f and regulations n may less any provisions (other find. Association. shall be than and Unit the six the the 9 of any re lease (6) mc prior Condominium Association and an express writing reason-se shall Leasing months Master

Regardless able lease, ally liable the Of of, or non-compliance Declaration and of any Section deposit sions the renewals liable to lease, Community of his Association. shall provided of vided for in the ll also apply to s of leases the whether he Unit C tenant(s) the Association for Association any or not expressed Owner shall be join e with, ly and a A Unit Unit which the , the provisions all rules and rect Owner shall als any subleases master Covenants. expressed in thill be jointly a n for the acts constitute a es and regu-shall also and assignments a violation the regulations and and sever-Of pay to damage omisthis

- 18.3 shall be interest No Severa any the of, tion Severance except sale, Unit with be in may a sale, conve to which such deemed to include u conveyance as be of an sold, appurtenance t Ownership. or conveyed enance to the Unit in connecyance or other disposition of interest is appurtenant, and other disposition of a Unitude that Unit's appurtenant ö or or otherwise disposed of the Common
- 18.4Gifts to co to convey or transfer his Unit Unit by will, or to have his without restriction; provide succeeding Unit Owner shall b subject to, the provisions of and Devises, et wey or transfer ises, etc. Any victoransfer his Unit by gift, to use transfer his Unit pass by intestacy, or to have his Unit pass by intestacy, ciction; provided, however, that each it Owner shall be bound by, and his Unit it Owner shall be bound by, and his Unit
- 19. annexed herr Compliance of a Unit appropriate) addition to to to u. with the Association shall be governed with the terms of this Declaration and hereto, and the rules and regulations o those documents, as the same may be time. The Association (and the Unit late) shall be entitled to the following and the remedies Default provided by the Act: Each Unit owner tion and all exhibits ulations adopted purmay be amended from the Unit Owners, if following relief in and γď and shall
- 19.1 Negligence. expense of lected necessary not his met in : or y by hi family lessees, but only t by the proceeds respect of such any his negligence × maintenance, Or Unit his but Owner only OF their guests, employees, ly to the extent such expense is of insurance actually colnegligence by the Associanegligence repair shall OF. be replacement liable made
- 19. Compliance fails to m ciation equity to be of the the munity Association, in the manner ciation shall have the right to p agents, to ente sary to enforce where impose cable Articles the other damages, Condominium such Assessment the es of Incorporation of rules and regulations, ther agreement, document maintained, or provisions of provided. any to Unit necessary to Unit Owner or maintain a right, for enter the require applicable finer ξ assess compliance Property the for In or Unit Unit or fails to cause su fails to observe and perf the Declaration, the By-La cation of the Association, Unit addition, event rformance and/or compliance, fines, to sue in a court of the Unit Owner and the Unit itself whatever work is required nit in compliance and to chave a lien therefor as el or administered by the and perform the work new with the above þ the Master Covenants, or instrument affect Unit the er required, proceed in a Owner therefor as else-Association shall the By-Laws, provision 9 perform all affecting such Unit court the appli-Asso-Comfor law the

RE: 14066N3132

- 19 recover documents, because Association rules ise of an arraylation to comply with the requirementation to comply with the requirementation, the exhibits annexed hereto, this Declaration, equirements and the same may be amended from time. attorney's the prevailing p Of Attorney's F ailing party shall be enti-ts of the proceeding and such fees (including appellate at Fees. In In of a Unit Owner Owner or +attorney's reasonof the said
- 19.4 or No or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of that with the same and the same to time. waiver waiver of Rights. any Unit Owner to d from time to of their right Rights. to do The failure SO thereafter. of the Association
- 20. ration, or Property certifying as to the basis tificate shall be recorded County. vided, Owner vote minium, Termination ner until st Mortgagee. aforesaid, tl action order domain, as more particularly provided in this on, or (ii) such time as withdrawal of the Condcerty from the provisions of the Act is authorize of Owners owning at least 80% of the applicable in the Common Elements and by the Primary Institut Mortgagee. In the event such withdrawal is authforesaid, the Condominium Property shall be subjection for partition by any Unit Owner, mortgaper as if owned in common in which event the net property shall be subjected to the condominium property shall b ion for par as if owned shall be di however, respective interests in the Cowever, that no payment shall there has first been paid 0f terminated of their priority. aforesaid, shall be of Condominium. proceeds recorded among all Уď basis of the ween paid off mortgages and lien rity. The term casualty The Condominium shall ages and liens on The termination of evidenced by a ce which event the relation the Common Elesshall be loss, the termination and the public recor President the Primary Institutional withdrawal is authorized erty shall be subject to condemnation non Elements, e made to a out of his d in this Decla-f the Condominium authorized by a of the Cond a certificate and Second n and said records of in proportion mortgagee his Secretary, d said cerproceeds continue Unit or emi**a** . Condoshare the

This long as Primary Section <u>i</u>t Institutional owns any Unit. may not be First Mortgagee amended without the and the consent Developer the

Additional Rights of Mortgagees and Others.

- mortgage, of notice right,
 (i) exation's receive preceding Association's an Institutional First Mont, upon written request examine the Condominium portion Unit Owner, on whose Unit gage, which is not cured v the Association meeting alleged default in any books notice fiscal Association meetings, (iv) receive notice is sociation meetings, (iv) receive notice default in any obligations hereunder beer, on whose Unit such Mortgagee holds ich is not cured within thirty (30) day if default to the Unit Owner, and (vece of any substantial damage or loss to f the Condominium Property. and records, financial statement al year, (111) occiation meetir Mortgagees n documents ar (11) receive ment for the immereceive notices the Association, to: and the Associashall **(1)** сору immediately 30) days and (v) loss to of holds the
- Any Unit holder, have, insurer or guarantor first reques requested of in . mortgage wri ting, on

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mortgage Condominium tained LOSS affe
LOSS affe
LOSS affe
LOSS affe
(60) day
Assessments or
Ce of a J
n of casualty of requires t age holders. þу sixty (60) day delinquency in the payment of ssments on a mortgaged Unit, (iii) the occural segments on a mortgaged Unit, (iii) the occural segments on a mortgaged Unit, (iii) the occural segments on a mortgaged Unit, (iii) the occurance policy or material modification, any insurance policy or fidelity bond mainary the Association, (iv) any proposed terminathe Condominium, and (v) any proposed action quires the consent of a specified number of timely written notice of (1) any condemnation ty loss affecting a material portion of the large of the affected mortgaged Unit, e affected mortgaged Unit, inquency in the payment of aged Unit, (iii) the occurtion or material modificatory or fidelite-

- 21.3 leasing ments or tenance rights; provision Mortgagees Condominium Property; (iv) boundaries of an convertibility of the Units into the Commos or of the Common Elements into the Unitsing of the Units; and (vii) restrictions ers' rights to sell or lease the Units. approval gagees shall be Declaration whi (11) (ii) insurance or responsibilities relating 0f a majority a majority of the Institutional First be required to effect an amendment to which materially alters, or adds, a required to enterior or adds, which materially alters, or adds, of the various portions of the various of any Unit; Common Units; on +;
- Well as the Condominium Property (including the Units). Each Unit Owner will be a member of the Community Association and will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Community Association are the power to assess the Unit Owners (and other members of the Community Association) for a pro-rata share of the expenses of the operation and maintenance including the management fees relating to) such Common Areas and to impose and foreclose liens in the event such assessments are not paid when due. The Unit Owners shall be entitled to use all applicable portions of said Common Areas in accordance with, but at all times subject to, the terms of the Master Covegoverned by Covenants, restrictions reference, minium) control). community Community Of. as to). The herein a Keys Gate (as as also the relating Association. are e Master and mad as Keys Gate (the "Coate (as defined in the Community Association are all other areas contain certain made ξ Covenants, which are hereby to Covenants, which are hereby to the a part hereof by this specific apart hereof, regulations in certain rules, regulations in the use of such Common Area the Un matters The Condominium is part of e "Community"). The Com n the Master Covenants) ation pursuant to the Mas reas (including the Con (e.g., arc... ich are hereby incor architectural The Common Areas specific and as

une Master Master Covenants. the Master Commaintained by parking Neighborhood Assessments the Condominium bе be Neighborhood Common Areas under, and as defir aster Covenants and will be operated, administer ained by the Community Association. While not a se of the Association, the Community Association and expenses of performing such work will be colighborhood Assessments under, and also as defin aster Covenants, which Neighborhood Assessments e payable l aforesaid areas open Covenants, which Neighborhooyable by the Unit Owners and resaid other condominiums in n spaces, reand private um (and simi) similar, recreation roadways nearby and also as defined facilities (if any), immediately surrounding by condominiums) are or the owners accordance and as defined administered and Association's of uni ín

ω Covenant Running With the laration, the Articles, and regulations of the the Land. Al. s, the By-Laws Association, provisions and the anni as the applicable r Master

well The time Master public. All present and future Unit occupants of Units shall be subject to the provisions of this Declaration a visions Laws representatives, interest binding Covenants, Decupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By Laws and applicable rules and regulations, as well as the fine acceptance of a deed or conveyance, or the entering into the acceptance or the entering into the constitute an adoption and ratification of the provisions of this Declaration, the Articles, the By-Laws and regulations of the By-Laws and regulations of the Master Covenants as the Association, as ll as the Master Covenants, as they me to time, including, but not limited any appointments of attorneys-in-fact Land and perpetual subsequent a11 ing intended expressly npon any All Of. therein, shall, rights the and and be with every part therece the provisions hereof to nd inure to the benef owner(s) of the Land in, and their resp herein successors and to the extent create construed 'n or Or nor s rued to be coven not limited to, a ratized not limited to, a ratized to. e benefit of the Deve e Land or any part th c respective heirs, shall thereof applicable and unless otherthe assigns, benefit and they covenants and interest therein, may be amended from d to, a ratification but thereof ţ be construed the By-Laws and Association, as of Developer the contrary, the the gen thereof same shall personal general time. Unit with proare and Se OI e Pe

24. Additional Provisions.

- 24.1 Notices. desired change of address, which shall be d given when received, or 5 business mailing, whichever shall first occur postage address notice vided requested) tion shall be time, time, ired hereunder or under the By-Laws of the Association required or ired hereunder or under the By-Laws of the Association in shall be sent by certified mail (return receipt [uested) to the Association in care of its office at Condominium, or to such other address as the Association may hereafter designate from time to time by ice in writing to all Unit Owners. Except as proled specifically in the Act, all notices to any Unit er shall be sent by first class mail to the Condomination. mortgagees ss mail to Condominium, l be deemed to have age prepaid sealed ye of address, which address shall be sent by address of suc as in in writing, to the lagees of the Units may ss at to have of such Unit Owner, or s have been designated by him ting, to the Association. A may be be designated by them from to the Association. All not have been given when mailed in the been given been given been given when mailed in the been given been g be wrapper, except h shall be deemed shall be sent by occur addresses, or ed by them from station. All not eemed to have been days after proper notices All such from t as pro-any Unit Associanotices Condomreceipt other firs Asso-0f in time Уd at þ ω
- 24.2 provisions hereto. Su Association establish the parties unless legal counsel Interpretation. ciation shall Such the hereof 1s be responsible for interpreting the reof and of any of the Exhibits attached interpretation shall be binding upon all s not unreasonable validity of such int that be wholly The responsible and of any o any interpretation Board unreasonable. of Directors interpretation. tion adopted by shall conclusi 3 of the Assoconclusively opinion of
- 24.3 Mortgagees. Anything here standing, the Association any mortgagee or lienor of assume the Unit is free mortgage or assume the uliens, unless ee or lienor Unit is fr lien is received by or lienor of any Unit nit is free of any written notice of the herein shall to L. f any s the such mortg Association hereunder be responsible contrary mortgages stence of s notwithand may such

- ration all materials contained in the Exhereto, except that as to such Exhibits, ing provisions set forth therein as toment, modification, enforcement and shall control over those hereof. There 18 hereby incorporated Exhibits , any conflicto their amend-'n other this annexed matters Decla-
- 24.5 required hereunder, the signa may be substituted therefor, ture of the Secretary of the hereunder, the signature of a be substituted therefor, proven may not execute Association in signature Signature Of of President the therefor, provided that the same persony single instrument on behalf of two separate President the signature f the Association of an assistant so provided that the capacities. Secretary. and of wherever þ Association vice-president n is required secretary may Wherever the signathe the son
- 24. σ same may be litigation of Florida. lations Exhibits affected between Governing Law. any adopted bе Law. Should any dispute any of the parties whose r or determined by this annexed hereto or applica shall amended Ьe pursuant from time to time, said dispute or governed by the laws of the State to applicable this rights or Declaration, e rules and litigation or duties reguare the
- 7 remaining force and to, or ant to Severability.
 any covenant vision to sentence, clause, phrase or word, of this Declaration, the Exhibits rapplicable rules and regulations and regulations are applicable rules as the same may be such documents, as the same may or time, shall not affect the ving portions thereof which shall and effect. The invalidity in whole y be amend validity section, adopted remain or other pro-annexed hereopted pursu-amended from in 0f subsec
- 4 ω Waiver. shall be number failure of v deemed to have o enforce the Z O violations provisions 04 breaches contained contained in the without which may this regard reason Declaration occur to the 0f any
- 9 sions Laws Unit, and have tion Ratification. acquired owner s of this Declaration and applicable rules reasonable in all mater , Of acknowledged Уd reason of ownership (wneu... Declaration, Each and his (whether by purchase, girt, and each occupant rules and material n Unit agreed occupancy, agreed that Owner, the Articles respects. regulations, each o all of ре and the deemed are the provihaving opera-By-fair
- 10 Execution o limiting th Declaration the agrees acceptance generality ç the execute, 0f e generality and without hereof, ead a deed to Documents; ტ at the each such request Of. such Owner, Attorney-in-Fact.
 of other Sections
 uch other Sections ner, by Owner's the reason of Unit, her Developer limiting 0f Without hereby this

This Owners, fact Community governmental affiliates t amended interest. documents Developer rs, any Power o to such execute, on behalf any and all of suc as Owner of without ţo The prov agencies such plan Or as consents further appoints hereby such Owner's agent and plan may be hereafter amend provisions the consent to 18 such documer irrevocable which may allow s agent and 1-Of documents o of the Developer. the this be required by Developer Section may name opment of amended, Or name of such and thereby consents. upled with and such not and the a11 1ts

- 24. 11 Gender; the sir shall include shall be deeme singular Plurality. Wherever the ngular shall include the singular, and seemed to include all of and t the 0 F the use no context plural, genders. of SO the any permits, ne plural gender
- 24.12 Captions. ... venience define o any or limit the scope provision thereof. OF, and limit The for are the captions ease inserted of herein f reference of the name only and as particular D in matter and in the document Exhibits Of po con-

tion affixed N ð this WITNESS be duly WHEREOF, t day (the and d its $19\frac{1}{1}$. Developer has its corporate caused seal to this o be Declara-hereunto

Signed, tne sealed and of: delivered

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Flo, HOMESTEAD AMIKAM TANEL, Fact pursuant Power of Attor £1da gener PROPERTIES, a energy partnership Attorney-in-

ВУ: ROBERT / Power T A. BLACK, A ct pursuant t of Attorney Attorney-to Special dated

Attorney

dated

to

Special

STATE OF FLORIDA

COUNTY QF DADE

ss:

parternership. of The foregoing fact, instrument was 0f Homestead was acknowledged AMIKAM TANEL and Properties, before ROBERT Florida me, this general າ ວ ເ

20 Marie 31

Siton Expires:

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State of Notary Public of Florida at Large

JOINDER

corporation not for profifits and all of the duburdens imposed upon it leachibits attached hereto GATE CONDOMINIUM NO. OMINIUM NO. TWO ASSOCIATION, INC., a Flor profit, hereby agrees to accept all the be ne duties, responsibilities, obligations nit by the provisions of this Declaration beneand and

1ts day TION, IN WITNESS WHEREO
ON, INC. has caused
s proper officer and WHEREOF, KEY and its KEYS corporate presents GATE CONDOMINIUM NO. seal to be to signed be affixed in its OMI ts name ASSOCIA-Уď

Signed, in the presence and of: delivered

Illon

KEYS GATE CONDOMINIUM
TWO ASSOCIATION, INC.
Florida corporation
profity NO not-, D for

[CORPORATE

SEAL]

ву:

STATE QF FLORIDA

COUNTY OF DADE

The

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Anicam Ta KEYS GATE not

before

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MINIUM profit, President TWO TWO Deha. TWO ASSOCIATION, joinder w said corporation. INC. þ Florida corporation CONDO for

[NOTARIAL SEAL] State

of NOTARY

Florida

PUBLIC ida at

1.333

Commission Expires:

My Canthiosien

KyGDec12 033089/cwe

14066113138

CONSENT OF MORTGAGEE

of BARNI mortgage corded BARNETT THIS IS CONSENT is given this 10" day of April, ETT BANK OF SOUTH FLORIDA, N.A., a national ("Mortgagee"), being the owner and holder of given by Homestead Properties, a Florida general properties. June 12, 1987 in Of of the Public Records ("Mortgagor") dated June in Official Records Bo 10th dated June 12, 1987, Records Book 13311, le County, Florida. 0f 1989 banking assu '+hat certain g behalf g asso-Page and

recording of No. Two (the WHEREAS, 6, Mortgagor has
f the foregoing
f "Declaration"). requested Mortgagee Declaration of Keys to co: consent to the te Condominium

NOW, TH. Declaration. THEREFORE, Mortgagee consents to the recordation of the

provisions, or use such warranty or the development of assume and shall reliabilities of the liabilities of purposes and does representations documents shall gagee prospectus, (i does person Mortgagee മട they nature set and ations contained shall be not shall not shall be deemed to have be be construed to create any relying thereon. requirements of forth in the f any) of Ke the developer makes the concerning representation of Keys Gate Co or other eys Gate (legal be impair responsible warranty or any repres g the Declaration, any ficiency thereof, Mortgage ij'n reate any obligation of This consent is larger Section 718.104, Flow ir the rights and removed transfer in the Declar Condominium the prospe contained contained in the documents issued Condominium No. sible for any of contained in the as well prospectus, been as made No. representat any Declaration Two. (if e by Two, and does not the obligation or the connection will in connection with Florida remedies and of on Mortgagee limited any) or o Mortgagee, disavows None Statutes, of Mortterms 0f other, nor with the not any the any to 9 0

Made as 0f the day and first above written

day of April, 1989, by ALICE T. CASIMIRO Linitary respectively, of BARNETT BANK OF SOUTH FLORIDA, N.A. banking association, on behalf of said association. banking association on behalf of said association. NOTARY PUBLIC. STATE OF FLORIDA. Y COMMISSION EXPIRES: JAN. 3, 1992. NOTARY PUBLIC. STATE OF FLORIDA. Y COMMISSION EXPIRES: JAN. 3, 1992.	4 7	Signed, Sealed and Delivered in the presence of: Mana G. A. W. James Mana G. A. W. James
of said association. NOTARY PUBLIC State of Florida	E OF FLORIDA) SS: TY OF DADE) SS: The foregoing instrument was acknowledged before me this $/\mathcal{O}^{\mathcal{T}_{\sim}}$	BARNETT BANK OF SOUTH FLORIDA, N.A., a national banking association By: Muce Casaning Branch Control Association Attest: Many Control Association [Corporate Seal]

My Commission Expir
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JAN. 3, 1992.
BONDED THEO NOTARY PUBLIC UNDERWRITER Expires

REF: 14066N3139

LEGAL DESCRIPTION AREA OF KEYS GATE CONDOMINIUM NO. TWO

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF "CENTER GATE NO. ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____133

AT PAGE ___7 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHWESTERLY CORNER OF SAID TRACT "A", SAID MOST NORTHWESTERLY CORNER ALSO BEING THE NORTHEAST CORNER OF TRACT "B" OF SAID "CENTER-GATE NO. ONE"; THENCE \$70°18'55"E ALONG THE NORTHERLY LIMITS OF SAID TRACT "A" FOR \$258.25 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LIMITS ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1045.50 FEET AND A CENTRAL ANGLE OF 4°51'06" FOR 88.53 FEET TO A POINT ON THE ARC OF SAID CURVE; THENCE \$12°45'00"W FOR 142.75 FEET; THENCE \$3°38'18"W FOR 109.43 FEET; THENCE \$12°45'00"W FOR 84.05 FEET; THENCE \$13°17'07"W FOR 69.00 FEET; THENCE \$89°28'45"W FOR 149.50 FEET TO AN INTERSECTION WITH THE EASTERLY LIMITS OF SAID TRACT "B"; THENCE ALONG SAID EASTERLY LIMITS FOR THE FOLLOWING FOUR (4) COURSES: (1) N34°47'01"W FOR 73.97 FEET; (2) N13°17'07"E FOR 87.92 FEET; (3) N36°52'12"W FOR 103.30 FEET; (4) N12°45'00"E FOR 198.43 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.49 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, DEDICATIONS OR RESEVERATIONS OF RECORD.

LEGAL DESCRIPTION KEYS GATE CONDOMINIUM NO. TWO BUILDING "2-A" PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF "CENTER-GATE NO. ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 133

AT PAGE _____ OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" OF SAID "CENTER-GATE NO. ONE", THENCE NOO31'15"W ALONG THE EASTERLY LIMITS OF SAID TRACT "B" FOR 108.23 FEET; THENCE N39°49'14"W ALONG SAID EASTERLY LIMITS FOR 58.81 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N13°17'07"E FOR 167.17 FEET; THENCE S76°42'53"E FOR 71.83 FEET; THENCE S13°17'07"W FOR 95.33 FEET; THENCE S76°42'53"E FOR 115.00 FEET; THENCE S13°17'07"W FOR 71.83 FEET; THENCE N76°42'53"W FOR 186.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20,269 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

BEARINGS AS SHOWN HEREON ARE DERIVED FROM THE RECORD PLAT OF "CENTER GATE NO. ONE", SAID DATA BEING BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE

HONESTEAD, ELOROA	CLENT Homestead Properties	Project Keys-Gate Condominium	TASK	ORIGINAL 6/17/87 REVISIONS: 1-20-89		JOB NO. 04-734
THE STATE OF THE S	1820 South Canal Drive	No. TWO	EXHIBIT "1	11 2 7-20-80	9	DESIGNED M.D. CHECKED M.D. QC M.D.A
TO STORY DO STORY DE	Homestead. Florida 33035		POST CONSTRUCTIO	ON S	10	SHEET / 18

LEGAL DESCRIPTION KEYS.GATE CONDOMINIUM NO. TWO BUILDING"2-B"PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF "CENTER-GATE NO. ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ______ AT PAGE ______ OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 11,972 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

LEGAL DESCRIPTION KEYS.GATE CONDOMINIUM NO. TWO BUILDING"2-C"PARCEL

COMMENCE AT THE NORTHEAST CORNER OF TRACT "B" OF SAID "CENTER.GATE NO. ONE", SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF KEYS.GATE CONDOMINIUM NO. TWO; THENCE \$70°18'55"E ALONG THE NORTHERLY LIMITS OF SAID TRACT "A" FOR 154.99 FEET; THENCE \$19°41'05"W FOR 33.31 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE \$77°15'00"E FOR 186.83 FEET; THENCE \$12°45'00"W FOR 167.17 FEET; THENCE N77°15'00"W FOR 71.83 FEET; THENCE N12°45'00"E FOR 95.33 FEET; THENCE N77°15'00"W FOR 115.00 FEET; THENCE N12°45'00"E FOR 71.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20269 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

BEARINGS AS SHOWN HEREON ARE DERIVED FROM THE RECORD PLAT OF "CENTER GATE NO. ONE", SAID DATA BEING BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE.

LNORTH KHOME AVE	CLIENT	PROJECT	TASK		ORIGINAL 6/17/87	6	JOB NO.04-734-61
HOMESTEAD, FLORIDA	- Homestead Properties	Keys-Gate Condominium	E Munious	Ü A II	REVISIONS 3/89	7	JOB NO. 24-73461 DRAWN 5.C. DESKONED M.C.A. CHECKED M.C.A. OC. M.C.A.
	1820 South Canal Drive	No. TWO	EXHIBIT	" 1 "	1	9	CHECKED M. D.R.
ELECTRIC STATE A PROPERTY.	- Homestead, Florida 33035		POST CONSTRU	CTION	15	II	SHEET 212

SURVEYOR'S CERTIFICATION

IN ACCORDANCE WITH FLORIDA STATUTE 718.104(4) (E), THE UNDERSIGNED, A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT (1) THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN IN THIS EXHIBIT "2" IS SUBSTANTIALLY COMPLETED (UNLESS OTHERWISE NOTED) SO THAT THIS MATERIAL, TOGETHER WITH THE DECLARATION OF CONDOMINIUM TO WHICH IT IS ATTACHED, IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND (2) ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE COMPLETED UNITS AND COMPLETED COMMON ELEMENT FACILITIES SERVING THEIR RESPECTIVE BUILDINGS HAVE BEEN SUBSTANTIALLY COMPLETED.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S RAISED SEAL

BY: MARK D. ROBBINS, P.L.S.

FLORIDA PROFESSIONAL LAND SURVEYOR CERTIFICATE OF REGISTRATION NO. 4206

DATE: MARCH 27, 1989

No. 42 6 STATE OF YOUR YOUR YOUR PORTED OF YOUR PARTY OF Y

RECORDING NOTE: IN ACCORDANCE WITH FLORIDA STATUTE 718.104(4) (E), IF ANY IMPROVEMENTS SHOWN IN THIS EXHIBIT "2" ARE SHOWN AS "PROPOSED" OR OTHERWISE AS NOT BEING COMPLETED, THE FOREGOING CERTIFICATION SHALL NOT APPLY THERETO BUT THE DEVELOPER WILL RECORD AN AMENDMENT TO THIS EXHIBIT "2" SHOWING, WITH THE SURVEYOR CERTIFYING TO, THE SUBSTANTIAL COMPLETION THEREOF WHEN SUCH BECOMES THE CASE.

NORTH KROME AVE		PROJECT	TASK	ORIGINAL 6/22/87	6	LIOB NO. 04-734.
HOMESTEAD, FLORIDA 33030		Koys-Gate Condominium		REVISIONS 3/89	7	JOB NG.04-734. DRAWN AHA DESIGNED AHA CHECKED SH. C.
	1820 South Canal Drive	No. TWO	EXXIBIT "2	" 2	9	CHECKED M. P.
ALONE LANDE	Homestead, Florida 33035	, , , , , , , , , , , , , , , , , , ,	POST CONSTRUCTIO	N 5	11	NOT WALD FOR CONSTRUCTION SHEET //

LEGAL DESCRIPTION AREA OF KEYS-GATE CONDOMINIUM NO. TWO

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF "CENTER.GATE NO. ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 133

AT PAGE 7 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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I NORTH KIENIC AVE.	CLIENT	PROJECT	TASK	ORIGINAL 6,22 87	6	JOB NOON JA
MOMES TEAU, I CORRA	- Homestead Properties	Keys-Gate Condominium		REVISIONS /an	7	DRAWN 5C
	1820 South Canal Drive	Nø. TWO	Exhibit "2]	9	DESIGNED EAL CHECKED MO.
OT AUGUSTACIUS) ARREANTS	Homestead. Florida 33035		POST CONSTRUCTION	1 5	12	SHEET 219

LEGAL DESCRIPTION KEYS.GATE CONDOMINIUM NO. TWO BUILDING"2-B" PARCEL

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SAID PARCEL CONTAINS 11,972 SQUARE FEET OR 0,27 ACRES, MORE OR LESS.

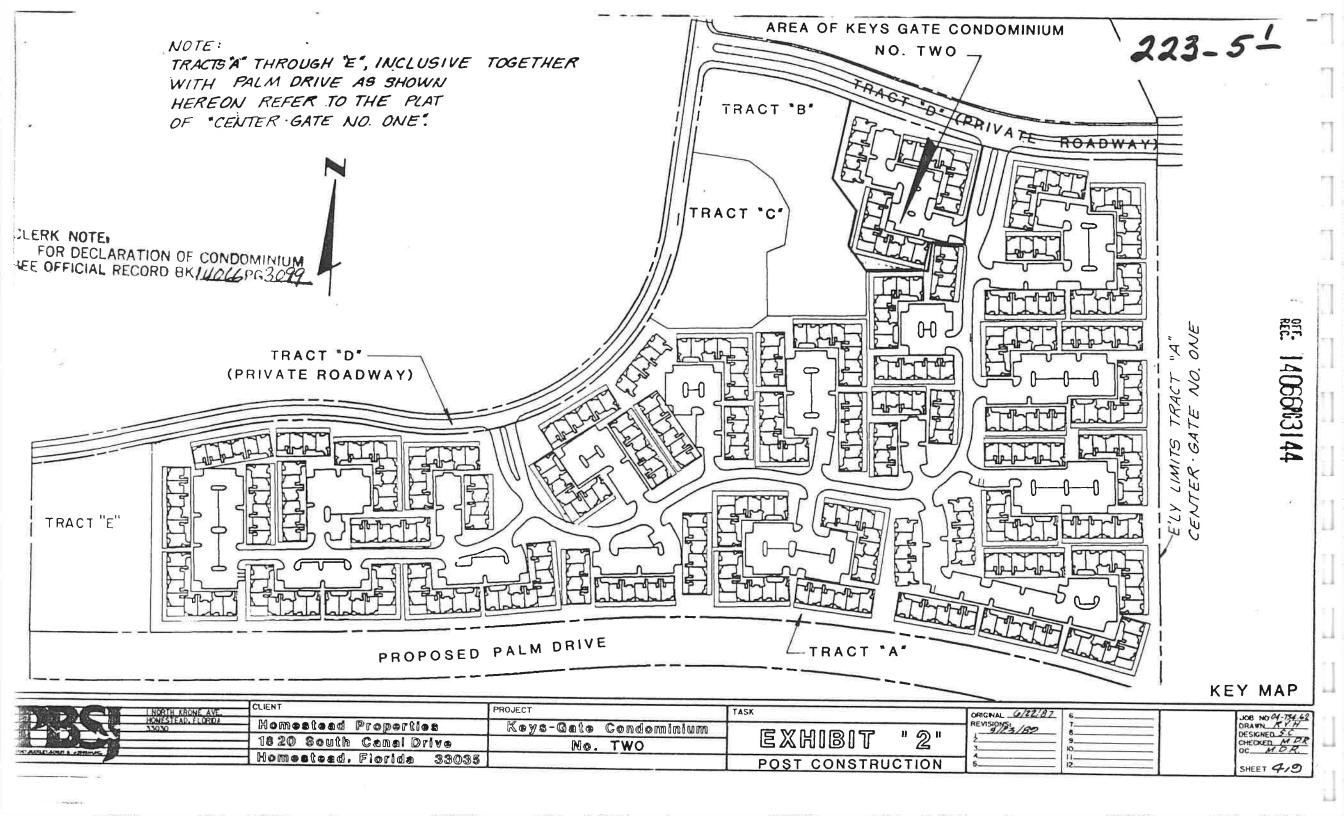
LEGAL DESCRIPTION KEYS GATE CONDOMINIUM NO. TWO BUILDING "2-C" PARCEL

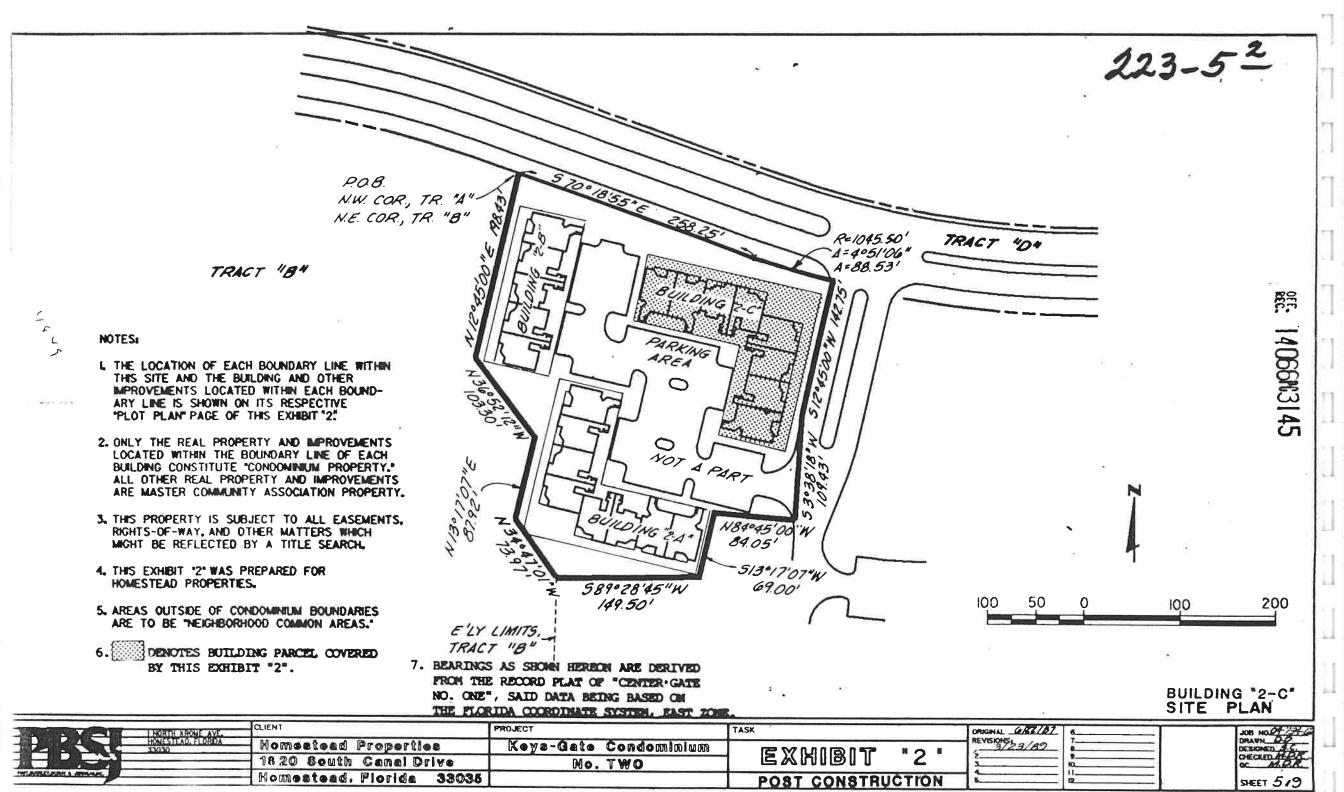
COMMENCE AT THE NORTHEAST CORNER OF TRACT "B" OF SAID "CENTER-GATE NO. ONE". SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF KEYS-GATE CONDOMINIUM NO. TWO; THENCE \$70°18'55"E ALONG THE NORTHERLY LIMITS OF SAID TRACT "A" FOR 154.99 FEET; THENCE \$19°41'05"W FOR 33.31 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE \$77°15'00"E FOR 186.83 FEET; THENCE \$12°45'00"W FOR 167.17 FEET; THENCE N77°15'00"W FOR 71.83 FEET; THENCE N12°45'00"E FOR 95.33 FEET; THENCE N77°15'00"W FOR 115.00 FEET; THENCE N12°45'00"E FOR 71.83 FEET TO THE POINT OF BEGINNING.

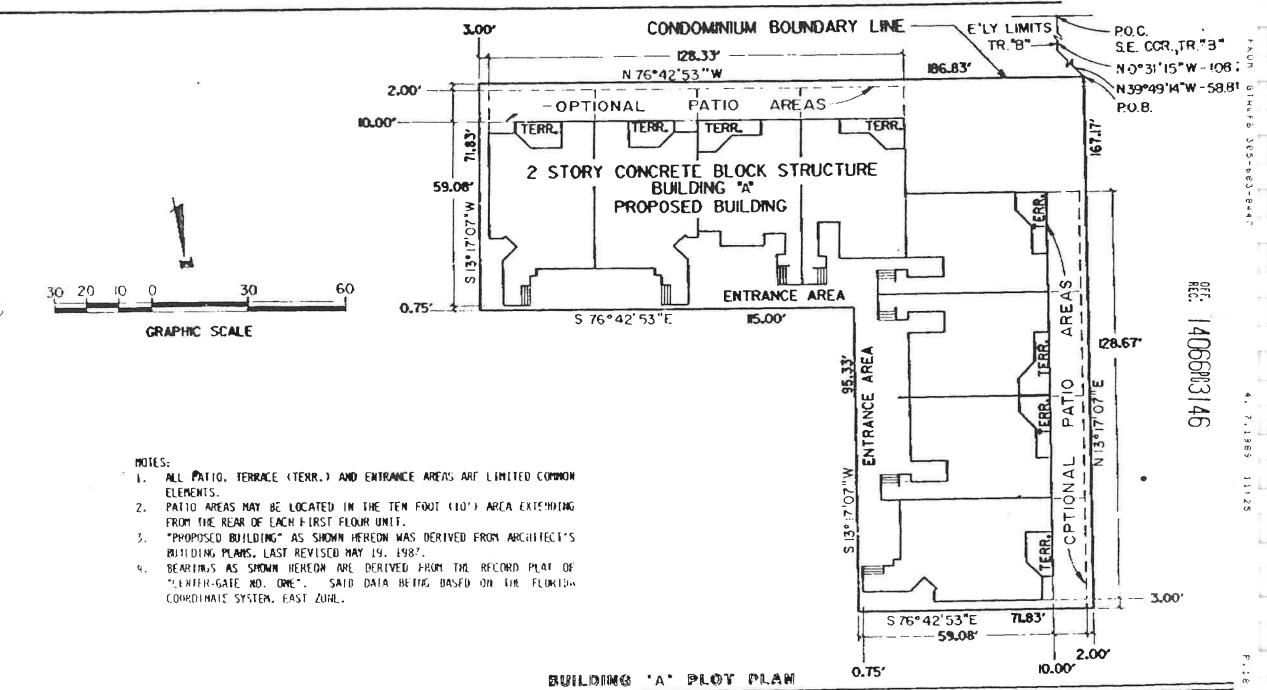
SAID PARCEL CONTAINS 20269 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

BEARINGS AS SHOWN HEREON ARE DERIVED FROM THE RECORD PLAT OF "CENTER GATE NO. ONE", SAID DATA BEING BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE.

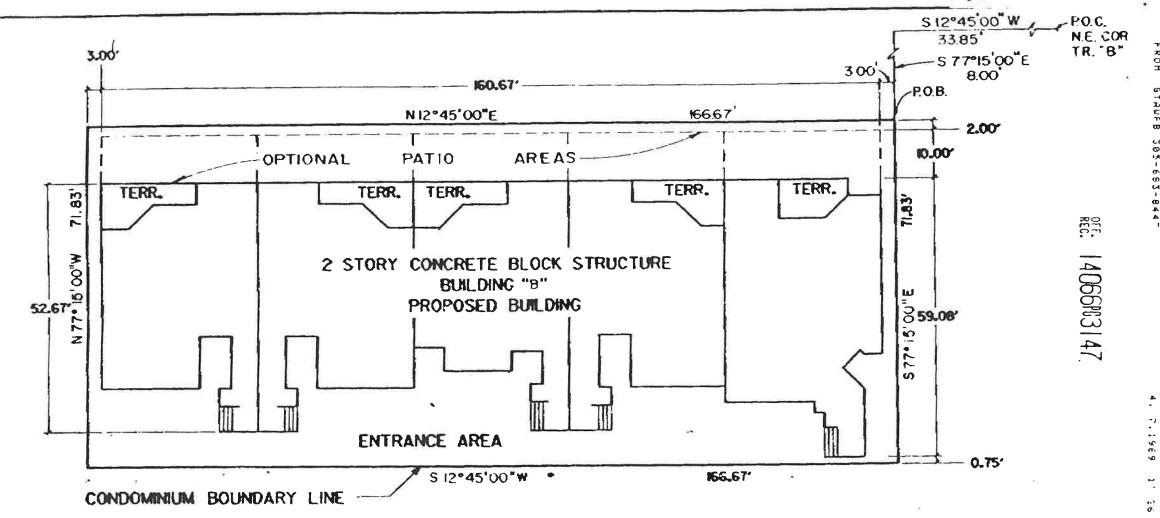
I NORTH KROME	CLIENT	PROJECT	TASK		ORIGINAL 6/22 87	6	JOB NO 24-734
HOMESTEAD F	Homestead Properties	Keys-Gate Condominium	E VIIII OIS	II Ø II	REVISIONS /89	8	DESIGNED EAL
	1820 South Canal Drive	No.TWO	TIBIHX3	22	3	9	CHECKED M.O.R
NO. D. CO. C. SOME & DOWNER, D.	Homestead, Florida 33035		POST CONSTRUC	TION	5	2	SHEET 3/9





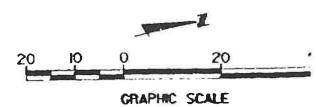


LIGHT ATTENDED	CLENT	PROJECT	TASK	PICYISIUMSI	7	JOP. DRAF
Harriot, Lordin		Kays-Bata Condominium	EXHIBIT '2"	1	,	()是(
	1820 South Canal Drive	No. TWO		3	KI	· ·



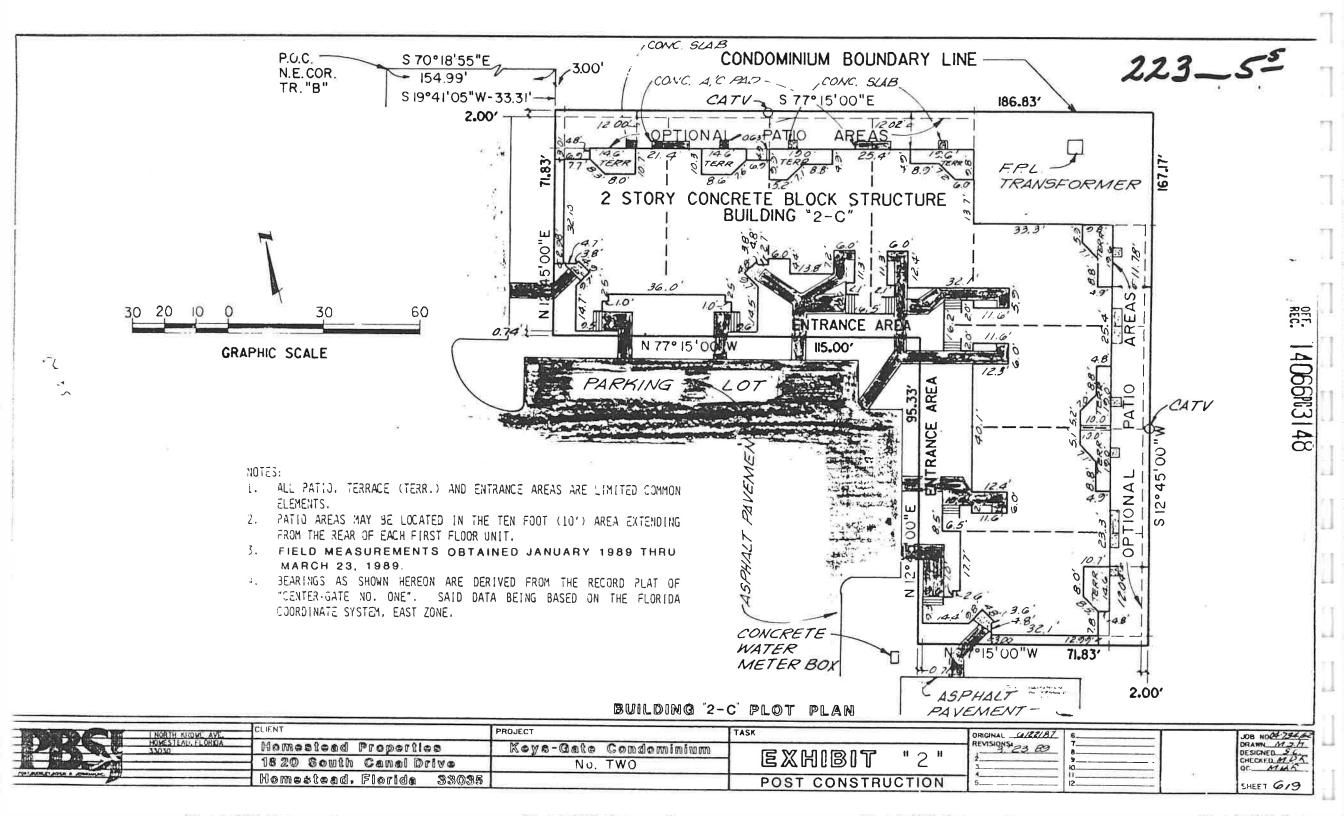
HOTES:

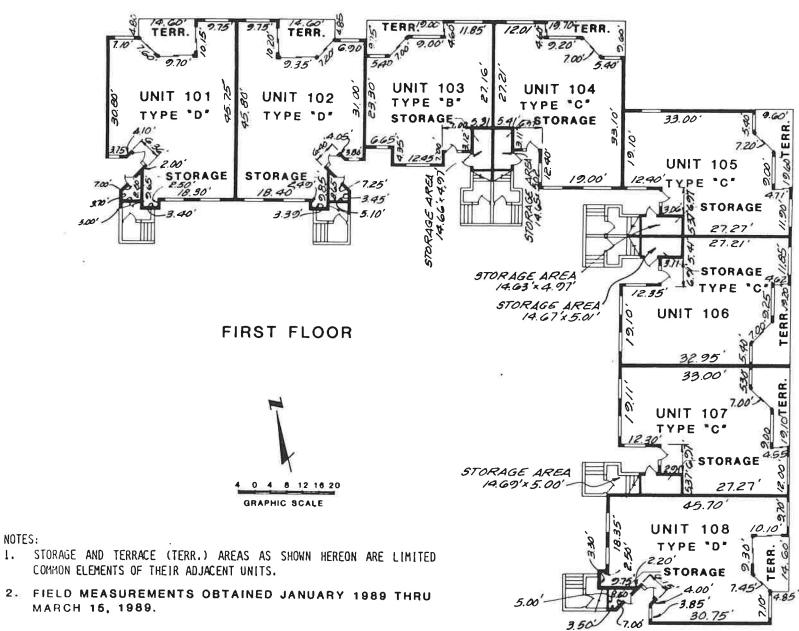
- 1. ALL PATIO. TERRACE (TERR.) AND ENTRANCE AREAS ARE LIMITED COMMON ELEMENTS.
- 2. PATTO AREAS MAY BE LOCATED IN THE TEN FOOT (10') AREA EXTENDING FROM THE REAR OF EACH FIRST FLOOR UNIT.
- 3. "PROPOSED BUILDING" AS SHOWN HEREON WAS DERIVED FROM ARCHITECT'S BUILDING PLANS, LASE REVISED MAY 19, 1987.
- N. BEARINGS AS SHOWN HEREON ARE DERIVED FROM THE RECORD PLAT OF "CENTER-GATE NO. ONE". SAID DATA BEING BASED ON THE FLORIDA COURDINATE SYSTEM. EAST ZONE.



BUILDING 'B' PLOT PLA

The state of the s	CLENI	PROJECT	TASK	OFFICIAL . G/27/67_		ORA
THE PART OF THE PA	Homestead Properties	Keys-Qate Condominium	EMMIDIST "2"	J. CACAMON		ADS OFFA SEE SE OFF DC
	and Sauth Canal thrive	No TWO		3	10	DC.



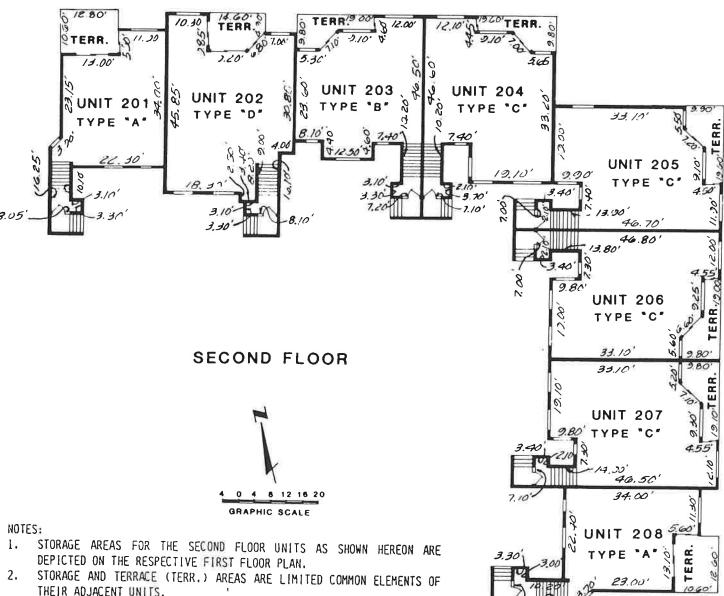


NOTES:

- 1. STORAGE AND TERRACE (TERR.) AREAS AS SHOWN HEREON ARE LIMITED COMMON ELEMENTS OF THEIR ADJACENT UNITS.
- MARCH 15, 1989.

BUILDING 2-C FLOOR PLAN

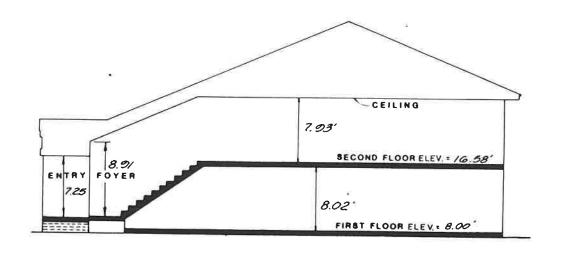
L NORTH KROWE AVE	CLIENT	PROJECT	TASK	ORIGINAL 4/22/87	6	JOB NOCH-734 CA
HOWESTEAD, ILIGADA	Homestead Properties	Keys-Gate Condominium	EVUIDIST "O"	REVISIONS/23/82	8	JOB NOCH -734 CA DRAWN R. V. H. DESIGNED S.C.
	1020 South Canal Drive	No. TWO	EXHIBIT "2"	3.	9	OC M.O.R
OCAGO CASE LA MINOS	Nomestead. Fiorida 33035		POST CONSTRUCTION	5	12	SHEET 7/9



- THEIR ADJACENT UNITS.
- FIELD MEASURMENTS OBTAINED JANUARY 1989 THRU MARCH 15, 1989

BUILDING 2-C'FLOOR PLAN

L NORTH AROME AVE		PROJECT	TASK		ORIGINAL 6/22/87	6	I was made 724 c a
	1820 South Considive	Keys-Gate Condominium No. TWO	EXHIBIT	"2"	REVISIONS: 1-28-8-1 2 9/23/89	7	JOB NO. 138. GE DRAWN R.V. M. DESIGNED J.C. OFECKED M.D.R.
	Homesteed. Florida 33038		POST CONSTRU	CTION	5	12	SHEET 8/9



NOTES:

- 1. FIELD MEASUREMENTS OBTAINED JANUARY 1989 THRU MARCH 15, 1989.
- 2. ELEVATIONS AS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 AND ARE DERIVED FROM DADE COUNTY PUBLIC WORKS DEPARTMENT BENCHMARK N. U-709.

2 0 2 4 6 8 10 GRAPHIC SCALE

BUILDING "2-C"
TYPICAL BUILDING ELEVATION PLAN

The state of the s	CLIENT	PROJECT	TASK	OFFICINAL 4/22/87	•	I no unDI-7346
HOMESTEAU, FLORION	Momestead Properties	Keys-Gate Condominium		REVISIONS /89	6	JOB NO CH - 734 GE DRAWN R.V. H. DESMONED J.C. CHECKED M. D.R. DC. M. D.R.
	1820 South Canal Drive	Mo. TWO	EXHIBIT "2"	3	9	OC M.D.R.
NELSON A STATE OF THE STATE OF	Homestead. Florida 33035		POST CONSTRUCTION		12	SHEET 9/9

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EXHIBIT *3*

SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND OF SHARING OF COMMON EXPENSES

TOTAL	ט	O	В	A	UNIT TYPE
	9	21	7	ហ	NO. OF UNITS
	×	×	×	×	
	x 2.731	2.452	2.167	1.752	% SHARE
	11	11	11	II	
100.000	24.579	51.492	15.169	8.760	TOTAL % SHARES FOR UNIT TYPE

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BY-LAWS OF

CONDOMINIUM NO. OMI ASSOCIATION,

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

- NO. TWO A not known as certain Florida, for ASSOCIATION, INC. (the profit incorporated upon and organized for the condominium located KEYS These GATE are CONDOMINIUM NO. the (the (the "Association"), a corporation and under the laws of the State of the purpose of administering that ed in Dade County, Florida, an NIUM NO. TWO (the "Condominium"). By-Laws of KEYS GATE CONDOMINIUM corporation he State of that and
- 1.1 its sequently designated books and records of Florida ciation shall Principal principal 33035 Office. office. be or at The principal office of at 1820 South Canal Drive, 1 r at such other place as mated by the Board of Directs of the Association Directors. shall be ke 0f may be sub Homestead, the kept A11
- Fiscal be the Year. Th The year fiscal year Of the Association shall
- 1.3 Seal. The seal of of the corporation Not ration. corporation, the word tion Not for Profit", an seal of the Association and the year of "Florida", + the incorpothe words
- 2 as in ferred (the Of Definitions. unless these those "Declaration") unless herein provided Association ţ By-Laws as the context the For "By-Laws" and shall as otherwise requires. the have "Articles". The other terms used ve the same definition and meaning the Articles of ţ the the shall Condominium, contrary,

3. Members.

- 3.1 ized advance thereor. Or Directors, the first the month of November Declaration is filed. the than directors annual meeting.
 except as provi calendar provided notice t 0 twelve γď Meeting. The date, bе that year and to the provided transacted by Of and, (12) there shall Board the The The purpose of the ed herein to the cotransact any other at months meeting to Unless annual meet the of I annual e place and Directors f the extent the members, be changed l meeting lwing the after members' sent an the meeting shall annual the to from possible, contrary, ter business уd at shall year 1 Unit meeting the Or last the tbe be meeting as Owners Board ıme which stated preceding no ţ shall authordeterelect later every time, be Ье of in ij
- ω receipt of members of a special n majority and must meetings, at Meetings. Sp such places of the Board be called by and may meeting the written reque Association. þe shall þу Special pecial members's as provided he called by the of Directors of the Association, the President or Secretary upon request from a majority of the bе limited The lent or Secretary u
 om a majority of
 business conducted herein to President meetings that for stated OH OH of the hall be annual þу ρ

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be for the called in the notice Уď Act of the the meeting. or Unit Special meetings s in the manner may also provided may

ω mailing appears the notice shall be posted at a condominium Property. The noing shall be sent by mail to mailing of the Unit receipts. fourteen purpose(s) meeting notice эd þу to of the shall Of 9 Owner the d (14)the . he date of the meeting. Provided in the meeting. Provided in the proof shall be given by retention the members, for which the meeting the annual meeting by mail.
be to the address of
he roster of members. days, . President waives in writing the right notice stating Waiver nor shall be OF more a conspicuous place on notice of the annual meto each Unit Owner or the annual meto each Unit Owner or the each Un members. Th the Notice. than sixty SŢ Proof of on of p the member and called, The Owner, unit not place posting and Notice delivery of posting mailing of post office post (60) shall and 9 days, meet Of the the or C be

meeting, tative's person a after objecting transaction lawfully cai the n authorized to vote for te such member's waiving, except when his (or e's) attendance is for eing at the beginning action of business beca authorized 0f called. meeting specific lc meetings may be waived and the attendance of any to vote for such member) waiver for because the of his such the meet of not authorized represennotice meeting meeting purpose shall member before 0 f such the (or Of

meeting with the Act, to Act, meeting davit, to be Association, the officer this Association. shall each were be Section and Section the of e included in the official affirming that notices of mailed or hand delivered be required. the Association Z O other delivered snall provide official recor n 718.112(2)(d) address last fur proof of notice the records 'n notice Association accordance furnished an 0f o the

- ω 4 Quorum. attained proxy, 1/3% of 0f the bу persons entitled e votes of member members in good standing. members' either meetings ín in evo excess shall of ье 53
- 3.5 Voting.
- (a) meeting of members, the entitled to graph to be ownership Number 99 vote 3.10 determined of to Ín hereof, as Votes. a Unit condominium (as co one vote f t shall not and of the Declaration), in a the Owners of Units shall e vote for each Unit owner Except except as be divisible. provided when contemplated Of the shares 'n vote owned. para any Ín Of 18
- 9 for members bers" Articles vided by meeting Majority these attained the all by law, By-Laws. shall votes Unit and Or. at which shall be at Vote. purposes, the Declaration, Owners" and "m not mean present the The As except Declaration, these binding upo except whe a majority majority of D acts μ person or approved by majority of where oth of the vot shall the otherwise Ϋ́ By-Laws, 0f Unit Articles proxy have "majority the majority Owners been them mem at the Ø

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Unit age son bers members attained. elves Articles, Or of then themselves. Owners hen total av the d. Similarly, unless specifically stated contrary, if some greater percentage of is required herein or in the Declaration cles, it shall mean such greater percentd shall further mean more than total authorized votes present i proxy and voting at any meeting rs at which a quorum shall have votes of members and not of the mem have in of per 50% membeen the Of

- a cate titled to cast the vote for the designated by a certificate signed priate officer of the corrective Secretary. need son, vote for a Unit may be revoked by any recommer of an undivided interest in the Unit. a certificate designating the person entitled cast the vote for a Unit for which such certificate is required is not on file or has be the the decide, Unit. selves husbands more such Association quorum revoked, shall authority vote þ the ownership roster designating the person for a Unit may be re not than certificate subsequent his not be cretary or the ot be a Unit Owner. Those of be a Unit Owner. Those of the Unit concerned. A certificate or until a change intership of the Unit concerned. A certification of the Unit concerned to cast the Unit concerned to cast the Unit concerned to cast the Unit concerned to cast the Unit concerned. for a .. In the 18 as total n one and right be r a Unit the present, ξ 0f shall wives) shall dec considered event number of authorized votes in the hall be reduced accordingly until te is filed. vote vent that shall be to so unless the notified. Ιf the corporation and the Association. Su shall vote þ s not on file attributable 1 Unit ĭn nit is shall be presumed cast. those persons cannot Ιf determining e persons decide a be established b owned Unit sumed to have President or the vote A person casting the ф the person Unit shall Such person certificates among Уď ST y an approsuch (including superseded whether change titled to certifiowned certifi-0f Or record until Ιf Unit been enthe the the the the be SO γď ω ω
- 3.6 person(s) and appointed time of which the proxy mos which it if forth the (as revocable at executing it. period longer than an ameeting originally thereof. Holders contain meeting Proxies person the above i t e manner the for is Votes In no matters on be made time of t be described), proxies n no ceret than 90 days ceret than 90 days ceret was given. t. A proxy must b authorized to cast date, the valid filed with the of the meeting, may and γd need time and, þе for S y any person entitled if for the specific meetind any lawful adjourn nt shall any proxy be 0 days after the date of the specific meeting in the specif which with the convolution with the which cast adjourned. not ĭf and þ the Secretary ing, or before to ourned. Each p the the in person or by эd place of limited n. Every proxy shall pleasure of the per e proxy
 b vote
 Unit ow in writing, signed the vote for the U adjourned owners proxy, : y holder meeting for the be vote to Of. to valid meeting proxy before voting by proxy. shall the first vote, for may meetings time person ime to shall which for vote cast. ed by Unit such set the for bе
- 3.7 Adjourned organized members who who Meetings. because present, þ quorum Ιf any either has proposed not been attained, the person or by proxy, meeting cannot the be

E. 14066N3156

quorum giving above, ve, proxies us present, meeting is or ng of role for reasons the newly s nt, provided given in the other of ρ than the new meeting. c the adjourned meeting s scheduled meeting unless the from notice of manner time Except date required ç the time newly Of a S the required for until schedmeetthe

œ Order applicable of Business a of business a Cable, at othe ess at Ιf if a quorum has annual members' meetin meetings, has been meetings, gs, shall | attained, tings, and, be: the

ω

- (a) Call to order by President;
- 9 Appointment by the meeting () or a director) Ϋ́ odw) the need President not эd þ 0£ member Ø chairman officer Of
- (c) Proof on notice; 0f nctice of the meeting or waiver Of
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors 0f election;
- (h) elected; Determination Of the number 0f directors to be
- (1) Election of the directors;
- (j) Unfinished business
- (k) New business;
- (1) Adjournment.

Such order may of the cha chairman. be waived in whole Or C ä part γd direc-

- 3.9 inspection by trepresentatives time. The Association Minutes of the Unit Ø period of not Of Owners by the Unit Owner tives and Board men Association shall f not less than seve Meeting. ... The kept Owners seven minutes members retain i L years Or þ of at book these their all any ll meetings available : minutes ailable for authorized reasonable
- ω 10 persons) Action herein action be at authorization by written members members as elsewhere or or the without meeting taken persons action წ the required g of membe annual or en without Without notwithstanding, to required to be taken authorize at which മ Within minimum entitled vote SO members, so taken, sl authorized ten number rs, or any action which may be taken special meeting of such members, may a meeting, without prior notice and വ Or Meeting. വ ťο meeting, a consent zed to cast the vote of a herein set forth) having r mber of votes that would be r take such action at a mee quorum of members (or and quorum herein (10) shall d to 0) days a in writing, se be signed by n at any action w thereon at Anything the after notice must extent annual were s (or authorized ere present and obtaining such to at a meeting (or autho setting forth the the lawful, or эd any such ul, any special contrary members neces given 0f

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to members who have notice shall fairly su the authorized action. summarize not consented material in writing. features

Directors and Community Voting Members.

4.

- 4.1 more than nine (9) didetermined in the first thereafter Membership. time upon majority vote or the directors, other than designees of be Unit Owners. thereafter, ine (9) directors, the exact n the first instance in the except as provided herein, majority vote of the meml The affairs of not of the less Association the Developer, exact than three exact number the Articles, membership. time (3) to The must and, nor ьe
- 4.2 Election shall be be conducted Of Directors. The electors the following election manner H of directors
- (a) annual motor Election members' meeti of the contrary meeting, shall except Ьe held as provided the
- (d) torships from the Nominations created floor. for directors d at the n meeting and additional ing shall l be direcmade
- <u>0</u> nominees
 There sha alspensed with by majority consent of the wotton meeting) entitled shall as to tes cast, each person cast his votes for each sthere are be no cumulative voting. each ţ voting of be plurality the Units as many filled. (unless being

4.3 Vacancies and Removal.

- (a) Except as directors the paragraph 4.16 h members Directors Developer pursuant to graph 4.16 hereof shall provided to which shall which by members, vac-occurring between shall be filled by the to vacancies by members, the t all ve directors we ant to the necessity of resulting from re vacancies in the etween annual meet ed by the remaining **Vacancies** vacancies in direct tors were appointed remaining provisions filled by any the Board meetings removal directormeeting. direc-Of γď Of
- (d pose members at the same meeting, or by Directors, in the case of removal agreement unless said agreement a were not Uni resignation of appointees owners written Any the interests special majority Directors Developer director percent (which director 0f which shall be ercent (10%) sts of the A all The conveyance of all Units Unit 'n Of er) may of the SO elected Units. such director. the vo the Developer the created Owners) be called upon the
 be called upon the signed be removed by votes of the members called) or more Association id agreement take the pi Condominium Developer or þу The the shall be shall ation Members) by a majority vacancy removal by a writes
 also designates
 the one called for members other directors constitute concurrence filled members in the (other owned of of that reder the demand board of 0f OH voting Board by a than than

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- <u>0</u> ing. the members other than the Developer of the Condominium, neither the first directors of the Association, nor any directors replacing them, nor any directors named by the Developer, shall be subject to removal by members other than the Developer. The first directors and the directors replacing them may be removed and replaced by the Developer without the necessity of any meetuntil a Anything majority of the contrary the directors herein notwithstanding,
- <u>а</u> apply to the Circuit court diction the Condominium lies for the appoint of a receiver to manage the affairs of the A ciation. At least thirty (50) days prio applying to the Circuit Court, the Unit (shall mail to the Association and post conspicuous place on the Condominium Proper notice describing the intended action and githe Association an opportunity to fill vacancy(ies) in accordance with these Bysufficient with these appointed, for the sa If fn powers and duties of a duly Directors, and shall serve u fills the vacancy(ies) on the sufficient to constitute a attorneys' ceed during such time, the Associated the vacancy(les), the Unit Ored with the petition. If a pointed, the Association shall be the salary of the receiver, cotorneys' fees. The receiver shall be a salary of the receiver shall be a salary of the receiver. accordance vacancy on the e inability to to const By-Laws. ity to obtain a quorum of with these By-Laws, any Circuit Court within the Board the Unit Owner on shall be responsible sceiver, court costs and receiver shall have all uly constituted Board of we until the Association n the Board of Directors a quorum in Of Directors the appointment lrs of the Assodays prior to the Unit Owner œ of ner may pro-receiver is post accordance Property fill +-Owner directors fails to By-Laws. results Owner jurismay ρ
- 4. 4 term of next an until h office, provided. 0f annual his Except each director's service shall extend until nual meeting of the members and subsequer is successor is duly elected and has to or until he is removed in the manner all in the manner and th of the members and subsequently is duly elected and has taken removed in the manner elsewhere the
- O Organizational newly-elected within ten (10 appointed, and no furt organizational meeting tors at such uch place and at the (10) meeting or Meeting. days ond time appointed further 0f at shall as s shall be which the their The organizational shall be fixed by the dir which they were elected notice to the Board of эd directors election or necessary. fixed appointment meeting direc held Of
- 4 σ Board of Direct, and sequence of contract emergency, propermitted to at any such m be determinedirectors. members eight Directors determined, each y on (48) rs of cs. Notice of regular meetings shall director, personally or by mail, telph, and shall be transmitted at least Meetings. Regularings s may be held at such time s may be held at such time, b Directors shall be open to all Unit Owners ce of such meetings shall be posted conspicn the Condominium Property at least forty-8) hours in advance for the attention of the of the Association, except in the event of an provided that Unit Owners shall not be to participate, and need not be recognized, ach meeting Directors shall be open be of such meetings shall meeting from time to time, by a majority tice of regular meetings shall be meetings and place 0f hall be given telephone or three as Board s shall of the (3)

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- Special meetings of the board open to all Unit Owners and notice of a special meeting open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting. not and may the onetelegraph, Special shall be yegraph, which notice purpose of the meeting, and sumless than three (3) days prior to the meetings of the Board of Directors shall be
 real meetings of the Board notice of a special meetmain advance of the Condominium of the -third (1/3) of the directors. Notice of shall be given personally or by mail, te egraph, which notice shall state the to President be l Meetings. called by esident or the Secretary Special President, and the written meetings of the be transmitted request request of the meetcalled meeting. OH
- α meeting, shall be director purpose not meeting lawfully shall constitute a waiver of , except when his attendance is of objecting at the beginning transaction of business because before 0f deemed Notice. notice. called. equivalent Any d ter the meeting and that alent to the due receipt Attendance by any direct may waive notice eting and that w of he sis for the notice director notice of the the meeting meeting is уд ce of a waiver by said at such Q
- 4.9 Quorum. consist present shall c is specifically required Articles or these By-Laws. Directors. except constitute when approval by a at 0f \triangleright þ a majority of the The acts approved by quorum meeting required at acts at the s of the Board of greater number of e directors' a majority entire Boar Declaration, Jority of those rum is present of Directors, er of directors ings shall Board of
- 10 present, the . meeting f provided given as meeting, without the Board of ed notice of such newly scheduled mas required hereunder. At any newly y, any business that might have been meeting as originally called may be t further notice. d Meetings. II, at any design of Directors, there is less the majority of those present from time to time until a quo any proposed means is less than present may adj l a quorum is scheduled me meeting adjourn meeting transacted transacted scheduled present quorum the
- 11 shall shall SP business signing joinder being not constitute and Of Ín conducted the present ω Meeting by a director i minutes of that of that director but of Minutes to be such þ meeting joinder counted meeting 0f the
- Presiding directors' however, designate Officer. meetings any The presiding shall be the Pro other person President to preside officer odw) may, the
- ω Order order of of Business. at Ιf the ω quorum has directors' meetings been attained, ings shall the be:
- (a) Proof of due notice of meeting;
- (d) Reading and disposal or any unapproved minutes;
- (c) Reports of officers and committees,

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- (d) Election 0f officers;
- (e) Unfinished business;
- (f) business;
- (g) Adjournment

Such order of the the may hay be waived presiding of: officer. in whole or r L part Уď direc-

- 4.14 shall than ; of Directors shall retain able Minutes authorized Board seven years for inspection of inspection by the Urepresentatives, and cs at any reasonable Meetings. Directors these minutes The shall minutes for эd Unit Jnit Owners, or members of the time. The Assoc kept QJ period Of ín all ø of not less book avail-Board their
- 15 Committee powers of and and <u>(</u>0 the period between the insofar as may be Executive Committee cise payable mine business Executive Directors Executive 0 f use of regulations any Condominium, (b) to determine to meet the Section Condominium, ve Committee shall not have Common Expenses require idominium, (b) to by the Uni+ of. of and may, the Committee; Committee the the the he Board of Board of affairs G nium, (c) to adopt or amend any rules covering the details of the operation Condominium Property, or (d) to exerpowers set forth in paragraph (f) and 5 below. resolution irs of the meetings of б О Of and Directors in management of consist tted by law, exc l not have power required for th Directors. Committees. on duly adopted, ap to me details of the one details of the o determine may Condominium the Board of exercise the except that the the Assessments
 Common Expenses Such the (a) all affairs appoint Executive Of determore the the Of an

and deem The committees other responsibilities Board committees 0f Directors and and appoint persons to t in such committees such as the Board of Directors may Λq resolution also powers s shall create such

advisable

16 Directors.
Developer Developer one-third percent the The more other ultimately by majority period Proviso. N contained in Directors members Association, t Developer than 0f than than that the ty of the 0f other the 0 H in this shall c shall Notwithstanding ø the (1/3)the director(s) dir er shall of + more the Upon the election of such director(s), hall forward to the Division of Flo Units that will he tion, the Unit and majority the than three consist Developer Of Developer directors, a Of f Association. ondominiums Board years entitled the have the Developer Units tha the 0f after the are entitled l be operated ultimately but Owners other than +hed to elect members elected. three is en Or anything as Directors until members right entitled to s hereinafter otherwise, the that fifty elect not OWn name w111 to .ed to of th ф О The appoint fifteen to elect the the and Unit the þe during percent appoint provided. Board the Board operated Board contrary mailing Florida Owners Owners (15% than Unit not the the Of γď 9 of

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or (e)
Unit t the Unit Associati three mon the mately (but whichever γq ordinary been Units Association rcent the Developer (e) three (3) Units that will be operated ultimately ociation have been completed, some of the conveyed to purchasers, and none of the being offered for sale by the Developer lnary course of business; (d) when some ts have been conveyed to purchasers, and others are being constructed or offered for the Developer in the Devel not e months after seventy-five (75%) percent of sthat will be operated ultimately by the Assibate been conveyed to purchasers; (c) when a Units that will be operated for ő þу three of sale in (5%) obligated) Q the occurs first. that Unit of Directors as long as the Devele in the ordinary course of business of the Units that will be operated Association. Will years from Ín Owner the ordinary course þе elect at ordinary from the f other the Developer course of business ry course or a first conveyance of a than the Developer, Developer is entitled at least one (1) member the Developer when some of nasers, and none them for Associaþу in. of the 0f all others sale have the the the 9 Of of

control of (30) days' ; its appoint than The Developer resignations s appointed the affirma appointees Developer dates the ates in its sole discretion by causing all pointed directors to resign, whereupon it she affirmative obligation of the Unit Owners ot Uni the Developer, in refuse or notice of the Deventees to resign is Developer Í'n any Owners even directors can turn manner of the Developer's decision to cause resign is given to the Unit Owners, oper, nor such appointees, shall be manner in connection with such if the Unit Owners others. fail other to over control her than the discretion to resign, elect to assume control directors control Developer Уd of the Association and prior assume thirty shal other Of

Developed aforesaid, the aforesaid, the thirty such member o meeting may b Owner if the the of the ce of a meeting of the ror members of the Boy be called and the nother Association fails to elected Association y (30) days Board days are re entitled to of Directors,) days' nor more than forting of the Unit Owners of the Board of Directorand the notice given by days' after accelerate shall call to do the call, elect Unit so. of Directors. given by any Or than forty Owners to e such and give sooner Owners a member any Uni elect other (40 bo the as Or

the Devel following Owners Board Developer Developer, sixty (60) relinguish 0f and of items, Directors reasonable oper elect the sh control of the Association all the Association h including, but s, if applicable: the days after such a majori time after Association 1ty ll property of the Un held or controlled t not limited to. + Unit of t event), the members Owners (but the other Developer not of. shall than Unit more

- (a) laration thereto. oper omplete original or a photoc tion of Condominiu eto. If a photocopy must сору certify or a photocopy Condominium, a photocopy is the γd actual y is provided, taffidavit that of and recorded Declarathe e recorded the amendmen Ħt Devel-
- 6 certified of the Association. сору 0f the Articles 0f Incorpora-

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- (c) of the By-Laws Of the Association
- (d) The other minute books and books, records including ords of the the all Association minutes, and
- (e) adopted. rules and regulations which have been
- (f) the Resignations of the Board Developer. Board of resigning Directors officers who were and members appointed by
- (g) records, related billings, cash receipts and related recordetermine that the developer was charge paid the proper amounts of assessments. performing accepted accounting by the Board of A public through atements of since be financial bе be reviewed by accountant. The second of the necessary support necessary su the det the review date of the records, including fin he association, and source incorporation of the association of the association of the turnover. review Accountancy. The aceview shall examine in supporting the cash o The minimum report in accordance with standards as define The an to determine if expendi-ation nurrocation independent e with generally defined by documents charged association records accountant he records certified financial to and the
- (H) Association funds or the control thereof.
- (±) ments γd erty A11 ments, the tangible 0f Or and Developer the an Association ostensibly n inventory personal to рe property on or is c part of part of of such or that property. the the was is represented Common Ele-Common Elethe
- and ical tice serving utilized OH affidavit Property. tions ments сору l components servicing the Improvements Condominium Property, with a Certificate, idavit form, of an officer of the Develo in Flor construction s represent, belief, the installation Condominium and 0f Florida, construction the ĺn the the the Improvements plans supplying of equipment, on and installation of all or of actual plans construction Property of the servicing or engineer that such r ţ at such the bes and specifications or Or best remodeling mechanical and the and plans er of the Developer authorized to pracand specificati of the the their and specifications Of construction Condominium specificaknowledge utilized Improveand mechan and for
- (k) Insurance policies.
- (1) may erty. Copies have of been any Certificates c issued for the for 0 f f Occupancy Condominium which Prop-
- (m) applica**ble** issued e Unit (other Owners e to the within o permits take one Condominium Property in one (1) year prior to the ke control of the Associa issued γď ar prior of the governmental Association bodies force date

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- (E) All written warranties of tractors, suppliers and that are still effective. Of manufacturers, contractors, subcon-if anv
- 0 A roster of the and telephone Developer's re of the Unit Owners records numbers, known, and as their shown on addresses the
- (q) ble. Leases to which which Of the the e Common El Association Elements ъ S Ø party, and other , if a applica-Leases
- (p) parties, ciation o responsibility, directly some or all of the fee or persons performing the which **Employment** the 0 Or Association r service the Unit contracts Unit Owners have an obliαn+1

 , directly or in it of the contract

 the fo the service. have an obligation or indirectly, to percharge contracts contracting person Assopay Or
- H A11 ω party. other contracts to which the Association
- 17 standards, as a dir that in the absenc shall be the Voting elected, Members Master Community Voting Member. is a "Neighborhood" un Covenants, ín and Community be subject to s a director of absence of suc the Member. under,
 voting Association of Inasmuch the the same term an the Association; n election, the and Member as matters shall be me term and removal as defined the Condominium provided President
- Powers, e 0f limited elsewhere herein), the affairs powers Directors by the proper and and 0£ except Duties. duties the these By officers the Unit Condominium bh acts which by law, the Declaration, By-Laws may not be delegated to the Board he Unit Owners. Such powers of the Board 1 include, without limitation (except as herein), the following: necessary of The the Board y for the Association, of the Directors take administration of the take all acts, through lon, in executing such Declaration, the shall have the the

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- (a) Operating and maintaining the Common Elements
- (d Determining tion of the of the Condominium the expenses and required the Association. for the opera-
- <u>0</u> Employing and dismissing
 for the maintenance and Elements. any personnel
 operation of . the Common
- (b) Adopting and the Directors as the Condominium Property, subject to Unit Owners to overrule the and details provided in Section 13 hereof. amending rules 0f and regulations the Ø and and use a right Board con-0 ff 0 ff
- (e) ciation and therefor. Maintaining ciation and bank accounts on designating the n behalf o of es the require @ O Ωī
- (f) tion, Or Purchasing, other or its property leasing designee ц Or. otherwise the name name acquiring Unit of the Associa
- (g) Purchasing Units ial sales, in tits designee. the at name foreclosure 0f the or other judic Association, o OH

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- (H ing with U leased, by Selling, leasing, Units a the Association, acquired, mortgaging and or its designee o subleasing otherwise ueal-Units deal
- (±) property acquiring Organizing act as title corporations designees ð or and appoint of the leasing the Associa Units Associat or persons tion in other
- (F) minium Property. Obtaining and reviewing insurance for the Condo
- <u>×</u> fire otherwise. demnation Property, repairs to alterations of, the Condo Declaration e or other canation or e n after damage or casualty, or as a eminent domain the Condominium ce with damage and of the improvements the proceedings result destruction provisions Property, and e Condominium Of conand γď or Of.
- (1) proper for the Enforcing profits obligations the as and expenses and taking as shall be deemed necessary sound management of the Cond of the Unit Owners, Condomi allo such and
- for violations established by conduct of such Levying for vic tenant, affected permitted exceed fine notice 1 \$50.00 (or ted by law ed Unit Owner and , licensee or invi a lien upon a Unit. fines be Dnit Owner levied except At Unit (or s... against the 0f from such greater amount
 from time to time) the Association and, invitee. Owners. rules and after ω and applicable, No fine giving reason-hearing to the No to Unit govern fine s regulations nor as may Owners , his shall shall
- (n) superintendents Purchasing or leasing Units s and other si similar for use persons by resident
- (0) other shall which (o) bears Directors \$10,000.00. meeting at which a accordance with the thereof edness Association ments or ing mortgages Borrowing all be required for the borrowing of any sum ich would cause the total outstanding indebtless of the Association to exceed 1,000.00. If any sum borrowed by the Board of rectors on behalf of the Condominium pursuant the authority contained in this subparagraph is not repaid by the Association, a Unit shall Common the required lien б upkeep or the Who he consent (2/3rds) (as his the creditor which s money Elements owned acquisition s on and/or interest and ä interest the of said cred: of the maintenance uisition of particles and or second 9 connection quorum st of a right the provisions the behalf creditor u. Owners Units all creditor security be Association, reditor such has his property, 0£ with 0£ the provided, howers of at least of entitled r shall have file represented been attained 0f Common the the Unit the these interests Common Ele Condominium operation and grant to obtain Owners i portion Elements however, By-Laws filed at twoμ'n ρ

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per vided without take as long as the no Will always, no action the prior written consent of . long as the Developer owns any affect, however, the nathorized T'n Association in this par sent of the D Owner's s paragraph the Develo-Unit. shall

- (q lection of As powers an documents out its I the tion ited to, officers enforcement management funds Developer) Contracting rules Association. replacement o for Condominium and s shall, however, and duties gran s and the Act, including, but not lim-the making of Assessments, promulgation and execution of contracts on behalf of powers agent (who may be to assist the Ass owers and duties Assessments, for 9 the rules of the however, the ...e Associ ules and maintenance, repair, f the Common Elements with such made available by the Associa-poses. The Association and its submission of proposals, management Property ar and authorizing
 ay be an affiliate of the Association in continuous sion of proposals, preparation of rec the and all Condominium in carrying maintenance times the records, such
- (p) use, but applicable Αt imposing Elements 1ts persons discretion, for for private parties and gatherings (and reasonable charges for such private only if pursuant to a lease of the e facility). authorizing
- H and thereto, and (is corporation not Exercising the ín Declaration, the Act, (ii) and (iii) all ot (i) all powers profit. other powers Art specifically set icles, these of. ese By-Laws incidental of a Florida forth
- (t) assignment of a lease or sublease of Unthe maximum amount permitted by law 4 case. Units Ín to with any exceed or the
- creation councils Contracting of special and the like with and like. creating l taxing or joining districts, Or ij joint

6. Officers.

- other officers as the Board s tary. manage the affi than designees Treasurer and a Secretary (none tors), all of whom shall be educations and who may be perem Board except directors. meeting by Association Executive act No person st in the car Directors from time to ficers and designate the ard shall affairs o nees of th Officers. concurrence of a majority of all shall A person the Presi person may hold more the President may not all rson shall sign an instruction capacity of more than the Developer be deem a President, leem necessary or appropriate the Association. Officers, oth Developer, must be Unit Owners The gn an instrume
 more than one may not also be the gn an instrument or executive their powers ne of whom need be direcelected by the Board of time shall ω Vice-President, than officers office. one and elect such e Secreoffice, of duties
- N President. officer of the The Association President shall bе be the shall chief t executive all of the

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powers office and of pr president of an duties at are usually an association. usually vested 'n the

- σ ω and perform office of the Vice-President. The Vice-President. The Vice-President and perform the dabsence or disability of assist the President and assist the President and President required of the such vice þу other the ther duties as are incident president of an association the Air-Vice-President and sident of an association directors or the Preside duties the he President. exercise suc 0f the shall President President. He also exercise and powers to the in shall the
- ciation the seal Secretary. of bers Of quired by shall shall attend the eal when duly signed.
 e Association, except t
 perform all other dut
 e secretary of an asso and perform He and shall have the directors shall The to all other duties incident to the office cary of an association and as may ho Of the Secretary affix the giving s and c custody of ffix it to directors ving of all other shall all the instruments notices and keep notices seal the the 0f members required ţ minutes requiring the the Assomemþу He 0
- σ . თ shall books with property ties and the with good a treasurer perform Board times. Board the President. depositories he Board of Di and He of of all O£ Directors and account evidences accounting practices, which, togethering papers, shall be made available Directors for examination shall the other The as for es as may Directors. s may be All moni Treasurer s submit for the duties at 0f monies les incident to the of e required by the direct nies and other valuable benefit of the Associa reasonable the indebtedness. examination at a treasurer's re be shall Association the Association designated by including have intervals the office custody report funds, together directors shall reasonable accordanc and majority effects securi-0f to shall with keep the all of Or
- 7. proper discharge actual officer Association, employing provision Compensation. r service to directors an and for compensation n shall not CJ proper the nor director 0f Neither management be ot preclude the ctor or officer preclude contrac out e supplied officers s their for the respective their pocket officer as contracting 0f shall be compensa directors the Condominium services the Board expenses ve duties. an compensated with nor of employee or relating such, but Directors officer Or or but officer for for to shall this from all the any the Or
- 8 0f shall which date dent Owners) appointees of unless all ignations. h event unless l not be Or tor Units a later Secretary, who ime S S shal bе officer. the resignation withdrawn. The required to make sowned by any any are the souned by any are the souned by any are the souned by any are the souned by any are the souned by any are the souned by any are the souned by any are the souned by any are the sound the written Any constitute Developer which director İs to make resignation, delived the shall take effect a specified in the The œ director or or or or officers Or shall be effective Ĭt written acceptance officer effective. delivered resignation officer may who of upon its resign resignation, The were þ to (other resignation conveyance the not his 0f receipt Pres1 than such
- 9. Fiscal the As Association Management supplemented set The forth Λq provisions the цп in the Deci Declaration for provisions fiscal management o and Article 0

(a)

quorum dincluded required, a members, de to provide means mated each ment, building painting ing. The amount of reserve means of a formula which with the prepare shall d get Owners each reserve item. required if the members Section 718.00-1.-.,
determine the amount
the Unit Owners to include, addition expenditures Condominium Adoption by Board; shall from time to a majority vote reserves shall include reguired hereby. If a meeting of the Unit s has been called to determine to provide no reserves less adequate. contain The amount of reserves shall be computed of a formula which is based upon the estified and the estimated replacement cost the e a budget detail all required by is not in the tain at least all items set forth in 718.504(20) of the Act, if applicable), he the amount of Assessments payable by t Owners to meet the expenses of such provisions of the to annual operating among and not and attained, budget, shall the to deferred be accounts Items. inc law). The allocate for Unit Reserves of the As and the the the expenses of te and assess Owners in acco The Board of Director and at least annually and nd pavement shall be co based upon These accounts maintenance Condominium and items set fo the go expenses, to, Association have, called meeting of Declaration. into accounts shall reserves, roof for effect. accordance resurfacthe budreplacenot (to Of expense capital ted by estishall such such be Se Of.

set forth: adoption with of വ the budget requirements for the Condominium hereinafter

- the budget Board Notice open participate, l be considered, that meeting in each Unit of such days of at of Meeting. Of to Unit s prior to 0wners such meeting. Common the meeting. e Unit Ow Owner shall Expenses ner not 1 and need not indicating ť together Owners, provided ll not have the r **А** сору at the which the less shall of the with a the than be þe time Of. budget recog thirty mailed d that right shall and
- defined, percent (30) special Association), 10% for Owners in any year fifteen percent (11: requires adopted the days the Of Owners shall notice (10%) Membership Mee. percent (115%) of such preceding year Board meeting, O.f the Assessments shall be delivery d of Dire of Of written voting given special 1 be he said the the Meeting. Board of D Directors. of such application Unit al meeting held within Unit at against interests ar, as here application meeting. Directors which inst such Unit ling one hundred least Owners hereinafter Assessments Each ten Of At (i.e. budge. (10) Unit the the

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of said uled. Directors budget quorum Owners Developer) Units consider nsider and adopt a budget. said budget shall require ners of not less than 50 s of not (including has has not been adopted by the Unit the budget adopted by the Board of rs shall go into effect as sched-18 not been obtained f a meeting called as as the Units s aforesaid and a or a substitute oted by the Unit Or 50% owned the ø of a The the te of adoption bу Unit the the

- year, the utations and ment ments Association who be incurred on Directors reasonable exceeding ments Determination of mining whether a (115%)there shall ciation which are not anticipated ncurred on a regular or annual bas there shall be excluded further fromputation Assessments for improve to the Condomination 0f there against of Assessments the any authorized property and authorized property in respect of repair one shall Condominium the f Budget A a budget he Unit Onhundred Ø be excluded in the thorized provisions for Owners in any lififteen per Amount requires Property for imp the the use Board of preceding the comp-In percent Assess deter or comp. year the to ij
- (1v) Proviso. control oper defined, without ity of Unit Owne hundred Association, Assessments year's of fifteen As the for 0wners long the Board Assessments, as: the approval of ers other than the ω Board percent as year of the greater t (115%) shall Directors shall not than Developer as the than Q) of major. Devel of impose herein is the the one
- 9 a budget budget is Adoption Board of shall special adopting such called and hel Board of Directors may call a requirements budget for by a mag 1 become 18 meetings in by Membership.

 f Directors shall

 or a fiscal year f adopted by the majority of the come the budget in writing to of budget, d in the scal year in ac Subsection 9 rs may call a : in purpose of considering stall which meeting shall the manner provided for s said subsection, or property that the manner property is the said subsection. the the B ear in accordance with tection 9.1(a) above, to call a special meeting urpose of considering a which meeting shall the members, members, upon ratifica-e Board of Directors, it In be such the unable to year. event Directors, , or above, t that for such propose
 if such adopt the and the the of pe b വ
- 2 on such ma**de** have day th**e** Assessments, Assessments Assessments twenty Assessments. their share equal Y of e of each Board o the as been share ne applicable (20) dave Assessments date until (required, A installments, payable in adva-ach month (or each quarter at d of Directors) of the year nts are made. If annual Asse are and Assessments against made. monthly ts shall le fiscal preceding changed ctors) of the yeade. If annual Assuments shall items of the Such be (or Уd amount jainst the v... the budget shall be ma year annually at lea due Assessments due upon amended quarterly) year for wh Assessments ssments shall a advance on the 0 f each install Assessments the be installments presumed installment last election which are эd prior firs least made not the due the Of

9.

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shall be there are : the next regular installmen unless otherwise directed by its resolution. such provisions Unpaid Assuring fiscal year remains, quarter). left cient first da time event as of first year Assessments the the payable in as many equat full months (or quarters) of f the date of such amended Action of the date of such amended Actions of the date of such amended Actions of the date of such amended Actions of the date of such amended Actions of the date of such amended Actions of the date of such amended Actions of the date of γď the day 0f budget day If for (or quarterly)
Y of the month If only amended annual Section ents for which 0f installment Board and the next a partial Assessments Assessments month Assessments prove the Of. amended 9.1 Directors, remaining installment ments shall be paid t in the following y the Board of Director (or Assessments equal instal quarter), month shall ensuing Assessments, installments subject if appl the fiscal portion be to be (or applicable. month commencing amended are quarter) paid of ð f the made each year (or 9 as

- 9.4 only the Owners annual Assessments Expenses for Board after notice concerned, Assessments Of. ten for Directors of such A emergencies ents for Comm (10) days' no such Assessments. Emergencies of Common that the notice ре cannot be paid Expenses shal ce is given to the Uspaid in such manner Association may requ Assessments shall for from be require Common Unit due
- 9. ing of Association from ing capital or of checks monies petty Depository. be such bar designated from time to time which the monies of the As ty cash, if any) shall be depiles from those accounts shocks signed by such person or such bank majority or signed by such pe by the directors. divided Or rom Assessments or contribut rotherwise may be commingle ed into more than one fund, of the Board of Directors. of The banks depository deposited. s shall be time State of or contributions to be commingled in a s Association persons the уф 0f Association shof Florida as shot the directors collected made as Withdrawal of (other are c in a single determined only authoshall workshal than the
- 9.6 stated after (not months' occur. notice installment Acceleration the less than to be to him by delivery of the notice delivery of the notice ess than ten (10) days at to him by certified mail and the shall balance of the 1ts of upon his Assessments, the agent of be Assessments then unpaid Installments Upon in default in may y accererate upon notice to the outle unpaid balance of the Assessments he year shall be due upon the date be than five (5) days but not less than five (5) days or the to the Unit Owner, or accelerate ys after the mailing of mail, whichever shall f Default. If
 the payment
 the Board of
 the next twelv twelve (12) to the Unit Direc first such an
- Fidelity Bonds. Fidelity bonds shall be required by the Board persons handling or responsible in such amounts as shall be de the Board. the d. The premiums Association as a by the Board of I or responsible for shall be determined. Common determined by a on such bonds of f a t Expense Directors Association least \$10, tion funds a majority shall be for 000.00 a11
- 9.8 according similar as representatives maries of them Accounting Records a maintain accounting inspection records associations. to Уd them sh**all** shall incl accounting practices the at include, and Reports.
 g records in reasonable Unit 9d The supplied Owners but records times the not be The or at shall be their au and writt normally State Association least an written sum-Of authorized annually.ed to, (a) Florida, used open to

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and above, summaries Assessments come Assessments, mailing add record ove, in the form and supplied to each Unit dates of all receipts and expenditures, for each Unit designating the name address of the Unit Owner, the its, the dates and amounts in so due, tl o paid, records the and manner Owner annually. and expenditures, amount paid upon the nd the balance due. described ir amounts in in below, clause and current of and which Written account e (a) shall the an

year classifications applicable, personal Within financial accounts the previous twelve the amount of rec the sixty delivery, to each Unit report of actual receipts revious twelve (12) months. *ty (60) Board of but and not expense or receipts and shall sho of Directors days receipts by accounts and shall show the amount of onse classifications, inclu limited to, the following: following the receipts Unit O the end of Owner s and The report including, if Or a complete expenditures and the fisc receipt fiscal shall γď

- a. Cost for security;
- 9 Professional and management fees and expenses;
- c. Taxes;
- d. Cost for recreation facilities;
- **o** Expenses for refuse collection and utility ser
- f. Expenses for lawn care;
- ġ for building maintenance and repair;
- h. Insurance costs;
- Administrative and salary expenses; and
- j preciation **General** reserves reserves maintenance reserves and de-
- 9 9 and the Application of Owner shall be Board of ĺn shall be applied the Declaration of Directors. or All as ll payments m provided in as otherwise made determined these Уď By-Laws വ Unit Уď
- 9. .10 statement nature of sidered Assessments of Meetings. ents against for any reas any such Assessments. that ainst the Unit (y reason shall a Assessments will Notice Owners are t of bе any considered meeting re to be contain and where conthe Q
- 10. purposes ment of 1 NO 0 shall changes interest information ownership. Association a copy record Owner is given shall
 meeting, unles
 l produce adequa 18 tion for all Ip. The Association shall maintain The Association may rely upon the ac Assessments of oduce adequate and shall wai shall Unit on the determining Owners. unless be all as provided date notice waive as entitled be purposes prior e evidence, ac ve in writing to vote the elsewhere Each deed or above. rely upon the accura 0f Unit any meeting requiristo notice of and to vote such herein provided other Owner provided notice delinquent in 04 meeting document shall ťο those Unit 0f accuracy above, of their of such meeting. requiring such other Orde file showing writing informawith Of Owners Owners their their such payhis 0f at

- 11. when tion) these Parliamentary not By-Laws shall in govern conflict Rules. the ne conduct with the Roberts Declaration, of Rules the of of Order (latest Association meet tion, the Article Articles meetings
- 12. wise, Amendments. these By-Laws Except may as be in amended the Declaration in the on provided following ma manner: other
- amendment which a proposed amendment Notice shall bе Of included the subject in ĽS. the matter ξ o be consid considered. of þ ω proposed
 a meeting
- Adoption. amendment The Board of Directors delivered to approval the approval considering members not in writing, may × present must the resolution be proposed either by a may be proposed either by a may be not less than one-third (secretary at or prior be the in person or amendment by proxy may such approval or to the meeti express the meetproposed meeting. their (1/3)and
- (a) meeting members by not les Directors; not less less at of which s than Or than the Association a quorum has 66-2/3% of t ρ majority of ation represented um has been attaine } of the entire Boa the entire Board votes Board at and all
- (d not the which a over less less than 80 Association ó control Unit quorum has 0wners 808 of the of +represented been the votes of Association attained; than at the has or the members þ Developer, been meeting turned of Λq
- <u>0</u> by not rectors. not less than 100% 0f the entire Board Of
- 12.3 adversely a priorities Articles shall be mortgagees Proviso. amendment oper eliminate, and be valid. 0 F said mos shall be affect 0f said mortgagees shall be made tha Declaration. No granted or of Units wit modify, amendment any dment may be according of prejudice, abridge of the control to the or reserved to the without the consent that No a in each instance is in conflict with the amendment adopted to this privileges of Or Developer which the otherwise Devel-01
- 12.4 Execution shall be a shall the ar Declaration said County allowing consistent the attested executed amendment amendment Association Developer al wing such action by the Developer. I be effective when the certificate amendment is recorded in the Public atty with an identification on the find ment of the Official Records Book and t Public γd n and Rec attached was Λq with the value the value of the valu and By-Laws, wh the President Records alone duly Recording. A COPY -ned to a certificate certifying Secretary with the fo the ļf where adopted provisions the formalities the which or amendment has Developer. certificate Declaration is Assistant an amendment certificate Of Vice-President Book first the Records of rst page of ok and Page þ and a copy The been Secretary deed, peen adopted Declaration amendment amendment recorded. shall that of о Н and the the Λq Of 0f bе
- 13 made cerning Ø part the Regulations. use hereof of portions are initial Attached of the rules hereto es and regulat Condominium. as Schedule The Þ Board and

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such date Of date modified, modifications, Developer adopted the furnished by Directors may, control of the Owners other the he Units mav thereof. not less which amended or may overrule nded or additional rules and regulations shall by the Board of Directors to each affected Unit than thirty (30) days prior to the effective At no time may any rule or regulation be would prejudice the rights reserved to the wer than the Developer, O y overrule the Board with amendments or additions regulations from rom time to time, ulations, except Board is turned additions. over that modify, owners o respect subsequent Copies amend or Of. Developer to any les of þ majority to the add such such

- 14. Construction. shall include all genders ular, and the the the plural, the pluse of any gender Wherever the context plural sh ext so permits, the singular iral shall include the sing-shall be deemed to include the
- 15. limit Of sion hereof convenience the scope of The captions herein and these By-Laws or for reference, are inserted and the in no intent only way of as any define provimatter Or
- 16 cial Official lowing, Association ing, where ap records of t Records. From the in iation shall maintain here applicable, which rds of the Association: maintain a inception þ shall сору constitute of of each the Association, of the folute the offi-
- (a) of the Ac The the Act; plans, permits d by the Develo Developer warranties, er pursuant and to S Section other items pro-718.301(4)
- (d) A photocopy and all amen amendments of the recorded thereto; Declaration 0f Condominium
- $\widehat{\mathfrak{a}}$ A photocopy and all amer copy of the amendments recorded thereto; By-Laws 0f the Association
- (d) A c ciation certified Association tion and all copy amendments Or. of f the Articles other document documents thereto; Of creating Incorporation the Asso Of
- (e) Association; сору 0f the current Rules and Regulations 0f
- (f) reduced to inspection Unit representatives, within to of the applicable meeting. period book the Owners, which Association, of the manutes to Уď writing and shall be available y unit owners, or their authoes, within thirty (30) days of the than 7 years. d shall the minutes Board shall be roting All minutes shall be authorized of the shall and for of be þ
- (g) tions, addresses current and if known, telephone roster Unit of all Unit Ow identifications, numbers; Owners, the their ir mailing certifica-
- (년 Condominium; insurance policies 0f the Association and
- (1) other contract tunder which the obligation or re × current сору to which the Association or responsibility; of any ma management Association is the Unit Owners Ø lease party s have 9 an or

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- (F) Association; Of. sale or transfer for all property owned by the
- 2 years. be lim good shall accounting Accounting limited accounting bе The ounting practices.
 maintained for a price of the conting reconsting ion reconstitution recon to: records records for for All a period records st the the Condominium, shall Association of accounting include, according less and records but than the to
- (1) receipts Accurate, itemized, and and expenditures and detailed records for a11
- <u>|-</u> paid upon the accompand quarterly current statement account account, and of each Athe and the Q monthly, Assessment, account Unit Owner balance bimonthly for the due each the the due Unit 0
- 2 All audits financial minium audits reports reviews, accounting state the Association statements, and and
- ω for ered All for ø work to b contracts period ţ be performed al records and lof 1 who have the performed and the performed and the performance of the perfor and to shall shall be performed. also Эd be considmaintained be
- (m) papers tained meeting Ballots, relating for a pe to which the sign-in sheets, elections, which of 1 year from document relates; voting proxies the shal and hall date all be e main-of the other
- (n A11 as agent rental for records the rental wherein ntal of U Units the Association 1s acting

ij Dade The County, official Florida. records of the Association shall 90 maintained

sentative permit in: entitles any person prevailing in an enforcement accover reasonable attorneys' fees from the person in the records who, directly or indirectly, knowingly do to the records for inspection. The right to inspect includes the right to make or obtain copies, at the expense, if any, of the Association member (provided Association makes copies itself, it may not charge a in excess of \$.25 per page copied). inspection inspection of official 0£ bγ such any member Association the Association records as at 0f on member the from the person reasonable Association OF the times. authorized provided the the action in con denies fee the records e reasonable that if the Failure therefor ťο access herein repre reof

17. operation the Unit C the Arbitration Code, the and procedures of the extent binding Unit applicable). arbitration Voluntary Arbitration.
n of the Condominium bet
Owners and the Associati Owners or C the conducted in accordance e Florida Administrative he American Arbitration A the e Association, or the Association between Any or Or may disputes the agents among be Code and the Association (resolved with the the arising Or Unit essignes of lved through from Florida Owners, rules o the the

MINIUM The NO. foregoing was adop

TWO ASSOCIATION, adopted a as the Q corporation By-Laws Of not KEYS for GATE ATE CONDO-profit

REC. 1406683174

under of (r the laws of the State of Florida, op, the 878 day

Approved:

PRESIDENT

KyCnd-BL2 033089/cwe

Ş

EE: 14066N3175

SCHEDULE "A" TO

BY-LAWS

RULES AND REGULATIONS

FOR

KEYS GATE CONDOMINIUM NO. TWO

- for any purpose other to Condominium Pronout chairs, therein, s or the Common Elements shall not be obstructed nor used purpose other than for ingress and egress to and from the nium Property; nor shall any carts, bicycles, carriages, tables, waste receptacles or any other objects be stored, except in areas (if any) designated for such purposes. sidewalks, entrances, passages, stairways e Common Elements shall not be obstructed stairways and
- must 2. be The personal property of the Ustored in their respective Units. of the Unit Owners and occupants
- linens, cloths, kind, or other a windows, doors, Condominium Prop placed linens, 9 doors, N O the Property. articles articles, sha, balconies, balconies, patios or other Common Elements. clothing, curtains, rugs, mops, or laundry of articles, shall be shaken or hung from any of balconies, terraces or other portions of other than tios patio-type
 or other (furniture shall any the the No be
- npon stance 4.
 I from a winthrow from onto any the Common Elements rom the Cond any of the Unit or door Condominium F the balconies Owner Or of the Condominium Property, nium Property any dirt or conies or elsewheres or elsev Building or anything other nor sweep sub-
- time with. All e shall be kept removal except to No garbage, refuse, trash or rubbish pt as permitted by the Association. The time of the company, agency or governmen services for disposal or collection shall equipment for storage or disposal e kept in a clean and sanitary condition. government providing trash lection shall be committed discounty. rubbish shall on. The require of. such material
- applicable Owners or any. their ir Units. directing occupants The management The and employees ts for personal Board of Direct supervising employer company of the are Association, : or to perform work in be solely responsible f the Association, if 1f used by Association, 01 the Unit
- disturbing noises by himself or his family agents, visitors or licensees, or pets, not such persons or pets that will interfere forts or conveniences of other Unit Owners Owner or occupant shall play or persons of occupant shall play or persons or pets that will interfere forts or conveniences of other Unit Owners Owner or occupant shall play or persons or pets that will interfere out the persons of other Unit Owners Owner or occupant shall play or persons or pets that will interfere out the pets of other Unit Owners Owner or occupant shall play or persons or pets that will interfere out the pets of other Unit Owners Owner or occupant shall play or pets that will be pets of other Unit Owners Owner or occupant shall play or pets that will be pets of other Unit Owners Owners or pets of other Unit Owners Owners or occupant shall play or pets of other Unit Owners Owners or occupant shall play or pets of other Unit Owners Owners or occupant shall play or pets of other Unit Owners Owners or occupant shall play or pets of other Unit Owners Owners Owners or occupant shall play or pets of other Unit Owners Owners or occupant shall play or pets of other Unit Owners Owners or occupant shall play or pets of other Unit Owners Owners or occupant shall play or pets of other Owners Owners or occupant shall play or pets of other Owners Owners or occupant shall play or pets of other Owners Owners or occupant shall play or pets of other Owners Owners or occupant shall play or pets of other Owners Owners or occupant shall play or pets of other Owners instrument, nor operate or p television, radio or sound am as to disturb or annoy other pant shall conduct, nor permi mental instruction at any time operate or permit to operate or permit to o other residents. time which disturbs family, ts, nor | ο be operated a phonogramin his Unit conducted, vocal or neclisturbs other residents. shall N O r permit any conduct with the rights, coor occupants. No U Unit i servants, make ted a phonog t in such a m it Owner or vocal or in or C permit employees, instruany
- stallation television 0 may radio recenti radio reception 01 television, mechanica ted in any Unit which ption of another Unit mechanical interferes with the -ur

- lettering affixed i except the Ma other Master Covenants.
 other projection shalls or roof shall ection shall be attached roof of the Building or sign, Ьe upon exhibited, r approved by advertisement Additionally, no awning, canopy, shill be attached to or placed upon the Building or on the Common Elements displayed, the Developer or permitted 0f notice the inscribed, Condominium or graphics or , painted or tum Property, shutter
- 9 sno 10.
 s fluids, chemicathe Common Elements. the Wo flammable, chemicals or combustible, explosive or substances shall be kept other in a any hazard-Unit or
- windows or glass by the Board, i with acceptable tains terior affixed and drapes (or linings thereof) which face on exteriors or glass doors of Units shall be subject to disapproval Board, in which case they shall be removed and replaced walls, Or C A Unit doors, . attached items. Owner hed to, hung, displayed or balconies or windows of the or linings thereof) which to, or C hung, occupant shall not the Building. Curplaced cause anything
- fining, mitted wells, . upon or in the Condonnation ture designed for use in boring shall be erected, maintained or Condominium Property. tanks on, in the quarrying on, upon c ö tunnels, mineral encerty.
 e Condominium Property. 011 or Or drilling, 'n mining mineral excavations operations of 011 for oil, natural opermitted upon any development O Property, nor shall oil ns or shafts be permitted o derrick or other structory, natural gas or minerals any operations, oily kind shall be portion of per-
- tive or tinted advance by the rials may through su oper and aluminum Owners 13. Or. winted substance placed on any glass, by the Board of Directors in writing. ay be placed on any window or σlaced on any window or σlaced on glass are occupants N O air-conditioning other than those, units if any, may be door Unit door unless installed No unsightly mateinstalled Or or shall have any reflec þу visible Develany
- right to television of any kind succession, Improvements thereon, install and systems. 14. N O cables exterior and maintain and lines, a permitted on the provided that the antenna OH and security electronic the Developer shall Condominium Property antennae, ty and com reception communications radio equipment have and
- oper, no fences or any Property or any portiduring construction by Other than of ~ portion fences the Developer fences originally installed by type shall be permitted on the on thereof, except temporary γď fence Condominium fences used
- ing all vision esident(s) full compliance
 of them
 full compliance
 arther rules and
 full compliance Children Children Of tolerated. the the Unit they are visiting, including full super-while within the Condominium Property and includ-lance by them with these Rules and Regulations and s and regulations of the Association. Loud noises
- minium Property except tion to the applicable shall neither be Pets, birds, ... he kept terms in accordance fish nor maintained 0f and other the Declaration: er animals, reptiles o tained in or about the with the following, i r T or Condo-n addiwild.
- more (a) walked or taken designated by the Dogs and Unit unless cats feet long. en upon the Ass attended by shall long. Said dogs pon those portions Association from the control of not be Said an adult permitted and of and cats the (9 outside Q Common shall leash

REC. 14066M3177

such responsible for pets for immediately cleaning Parties dogs ďn solid waste 0 H cats shall left bу Ъе

- Declaration kept Fish the or r caged Units, subject domestic ţ (household-type)
 the provisions of the
- remedies, in the so Association, a fir failure of an Own employees, to com-regulation herein tion or By-Laws, p and Regulations lations which fi sions of the Dec relief, so comply shall be gr limitation, an action as amended Or any combination therefor, in the sole discretion, a fire the Declaration, By-l from time to time. shall be grounds for an Owner, to comply herein or i from tim sole discretion of Owner provided grounds for action time in the Declaration, Articles ovided the following procedures his and occupant shall forth to time.

 By-Laws
 Fai fines may family, thereof. herein Failure of sums due may includes, includes, in addition to the Board of Dirabel mposed manages, guests, ovenar and any which may in adopted comply and all restriction, rute Directors of include, with these rules and Incorporation an es, injunctive to all other occupant lessees the and Owner without d regu-provifor the
- or the Directors occupant notice reasons why penalties should not be meeting at shall be Notice: the infraction Ø which time the The date Association and time ion shall not infractions. Owner or occupant notify imposed. next Board Included the shall Owner Of
- ted (21) shall written the ţ days hear (d) the Board of decision of after Owner Hearing: the Directors of + or wny penalties the Board the Board of Directors' occupant by not 1 Board of Directors' The after non-compliance which the Directors shall should later meeting. not shall be Board of not be imp than twenty-one imposed. be presented Directors submit-
- against the \$50.00 (or from time t <u>(C)</u> the to Fines: The ne applicable such greater time greater e). Board of Directors may impose Unit up to the maximum amou amount as to may æ permitted amount Уď fines law
- grounds fine. tion of separate (b) In the same after for incident Violations: a fine s case ne shall be the basis of continuing violation a notice thereof is give Each separate tions, each given shall incident s of one one continua-be deemed which
- than the (e) thirty Payment y (30) of F Fines: I Fines r not: s shall of be paid the : d not later imposition
- fines tors. (f) shall Application of be allocated as Fines: All s directed by þу monies the Board of D of Direc from
- construed to be exclusive other rights and remedies to which the otherwise legally entitled; however, any perioding Owner or occupant shall be deduct which the Association Owner deducted from penalty Association fines in addition or may occupant. otherwise paid or offset not may to a11 be
- 19. These Rules and Re the covenants, conditions and laration, provided that the pr Regulations provisions restrictions 0f shall same set be cumulative t forth in the shall control be control the Decover

E: 14066N3178

these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or event is or is not permitted. All of these Rules and Regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board of Directors.



I certify that the attached is a true and correct copy of the Articles of Incorporation of KEYS GATE CONDOMINIUM NO. TWO ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 4, 1989, as shown by the records of this office.

The document number of this corporation is N31506.

The document number of this corporation is N31506.

Gaiten unber mp hand and the derest serial of the State of Jornba, at Callabasser, the Capital, this the day of April, 1989.

The document number of this corporation is N31506.

EE: 1406683180

ARTICLES OF INCORPORATION FOR

GATE CONDOMINIUM NO. TWO ASSOCIATION,

corporation not Florida, hereby The hereby adopts the undersigned for l incorporator, for the purpose profit pursuant to the laws of ts the following Articles of Inc Incorporation: of the forming State 0

ARTICLE 1

NAME

Articles the Assoc ре referred TWO Association The ASSOCIATION, INC. For convenience, rred to in this instrument as the sof incorporation as the "Articles" Incorporation ion as the "By Of the corporation "By-Laws". shall bе KEYS GATE CONDOMINIUM, the corporation shall e "Association", these s" and the By-Laws of

ARTICLE 2

PURPOSE

provide exists c certain KEYS GAT ide an entity pursuant to see on the date hereof (the in condominium located in I GATE CONDOMINIUM NO. TWO (1) The purpose for which the Association is orgato the Florida Condominion the "Act") for the operation Dade County, Florida, (the "Condominium"). the the operation Condominium organized and Act known Of as that as ¥t o

ARTICLE 3

DEFINITIONS

the Courty, Fla The to definitions Condominium Florida, the context terms and meaning as those to be recorded used otherwise unless herein these rein provided requires. set in Articles the forth th in the Public shall to the the he Declaration Records of Da the contrary, have the Dade same of

ARTICLE 4

POWERS

Уď the The he powers of following: the Association shall include and be governed

- for profit und conflict with Declaration, the General. common-law The Association and statutory pounder the Laws o the the the Laws of Florida that are none provisions of these Articles, By-Laws or the Act shall have all Of not not t in the the
- 4 2 to, amended particularly Condominium powers powers Enumeration and and duties following: from quties reasonably pursuant to the y described in the duties time The set ţo Association snarr et forth in the Act, and d in the time, inc the By-Laws, including, l necessary to Declaration as and as operate they all / may be limited Of more the the the
- (a) To make charges make against and collect Assessments as Unit Own Owners, and and other and to

REF: 14066N3181

power proceeds and duties. thereof u, the exercise Of

- (d To mortgage own, operate, both real and personal lease, sell, property. trade and
- <u>(C</u> other other property Association. maintain and operate repair, replace, reconstruct, te the Condominium Property, ty acquired or leased by the and add
- (d) Unit the To Property purchase Association, Owners. and insurance insurance ion, its o officers, for 1 the the protection directors Condominium and of
- (e) regulations and use of the health, out the dealth, out to the dealth out the term of the t ď make and comfort, for the amend the Condominium maintenance, safety reasonable and Property and and weifare of conservation rules Of the for and
- (£) may transfer, pe be approve provided by . 0 H the disapprove and Declaration. pprove the leasing, possession of Units as
- (g) By-Laws, use of expenses relating in any way to clapotential claims against the Developer forth in the Declaration and/or By-Laws the To however, enforce owned and the rules and the Condominium to the limitation the Уd þу Declaration, the rules and legal the means nium Property, subje ation regarding assess Developer for fees these Articles, regulations for the By-Laws. provisions claims subject, assessing fees and for as set the the
- 3 and Association. execution Assessments, including, purposes. made and maintenance, Common Elements proposals, preparation carrying the performing such management contract the Developer)
 Ying out duties available Condominium ment agent (v however, but Of collection of records, ance, repair a for The granted promulgation by the Asso Association retain at al not contracts functions as the the 1ts ť with um Property and (which may be assist limited management þу powers such and replacement Association the **all** 9 the of to, funds replacement and Condominium and times behalf to authorize an affiliate (and maintenance Association the submission its as Assessments of rule rules duties making the powers for officers shall 0f of + such and Of. bе bу of
- 년 To required fo Condominium. employ for the proper opera operation the services of the
- 4.3 members in Declaration, properties proceeds Condominium es acquired shall be held accordance with these Articles Yd A11 with the he Association the benefit and funds and the and provisions the and use title and Of. 0f to their the
- 4 Distribution shall make n no d f Income; Dissolution. distribution of income income ţ The its members,

3

RE: 14066N3182

directors or officers, and upon dissolution assets of the Association shall be transferred or another non-profit corporation or public agency otherwise authorized by the Florida Not for Corporation Statute. dissolution, only to cy or as r Profit all

4. ഗ Laws and conflict, those of t Limitation. subject to the provision provisions hereof the the the and he Act, provisions
Declaration The he powers shall be provided and of the Declaration, of and exercised Of led that the Act : d By-Laws the Association in shall ä accordance the control event the ll be with over Ву-

ARTICLE S

MEMBERS

- <u>ა</u> those who termination, the Condominium termination of the Membership. consist of all and were The the Of their succ members the reco from Condominium, members at record t successors rs of the cord title shall the and assigns owners of time, Association also time and consist 0f on shall Units in after such
- 5.2 appurtenence assets hypothecated Assignment ^첫 없는 the or ç The the transferred in ar share Association 0f þ member ember in cannot any that shar share bе the except funds assigned, ST held. as
- ഗ ώ Voting. shall be Laws. vote cast unit owned. . Any shall for the On all malentitled teach Unit, manner provided by the Declar person or entity owning more be entitled to one (1) vote matters npon which Declaration and shall all be the for than exercised be membership each l only Unit one 9
- 5.4 and meeting. meeting Meetings special of members, The meetings By-Laws and of members other than s shall p provide than for for the an regular e annual

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence

ARTICLE 7

INCORPORATOR

Corporation name and address of the Incorporator for

NAME

CHARLES W. EDGAR, III

ADDRESS

Greenberg, Traurig, Hoffman,
Lipoff, Rosen & Quentel, P.A.
1601 Forum Place
Suite 307
West Palm Beach, Florida 33401

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ARTICLE œ

OFFICERS

officers holdinofficers shall
Association at
the members of the Board of Different office of qualifications
officers who shathe Board of Directions ion at its first meeting following the annual meeting of the ers of the Association and shall serve at the pleasure of d of Directors. The By-Laws may provide for the removal fice of officers, for filling vacancies and for duties and ations of the officers. The name and addresses of the who shall serve until their successors are designated by d of Directors are as follows: affairs holding 0f the the offices Association designated Y the Board shall r T be administered the By-Laws Уď The the the

President:

Amikam Tanel

1820 Homestead, South Florida Drive 33035

Vice President:

Robert **A** Black

1820 South Canal Da Florida Drive

Homestead,

33035

Secretary-Treasurer:

. Zalkin

1820 South Homestead, Canal Dr Florida **Drive** da 33035

Assistant Secretary:

Susan [T] Waldbilling

1820 South Homestead, Canal Drive Florida 33035

ARTICLE 9

DIRECTORS

- 9. ì Directors, be members consist consisting of the manner pr affairs and er provided of not the Association shall labeled the number of dir of the number of directors determined in provided in the By-Laws, but which shall of not less than three (3) directors. other than designees of the Developer, must of the Association. property, l be manag business and
- 9.2 agents, contractors toagents, contractors approval by Unit Ow specifically required. Duties the ? Declaration, exercised ex Association and n, these Ar exclusively Powers. existing Articles Owners A11 or er employees, su Of f he Board of Directors, employees, subject only when such approval and the the under duties of Directors, the and Act, powers only only ly to its the bе of
- 9.3 and va be manner Election; elected forth vacancies determined orth in the ב the manner Removal. at the 9 annual meeting of the by and subject to the By-Laws. Directors Roard of Directors provided by the of the members in the to the qualifications Directors Association may bе e removed shall be shall

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- Board hold c Term of Dev Condominium office of Developer's Directors ce for the appoint periods and Directors.
 ppoint the their ir replacements described in the members The Developer Of the who the By-Laws. 0f first shall the
- 9. G office taken c Directors.
 's of the first until their office, Sp provided successors The names ä Directors who and the addresses By-Laws, shall and are 0f have hold the

NAME ADDRESS

Amikam Tanel

1820 Homestead, South Canal Florida Drive da 33035

Robert 7 **Black**

1820 Homestead, South Florida Canal Dr 33035

S Zalkin

Homestead, South Canal Di Florida Drive 33035

ARTICLE 10

INDEMNIFICATION

- 10. or proceeding, that it is or proceeding, that it is conduct was unlawful, are specifically determines that specifically determination order opposed with res manner good who was o person not proceeding Association, γq Judgments, fines and amounts paid in actually and reasonably incurred by him in with such action, suit or proceeding, unl court of competent jurisdiction determines, that available attorneys' agent action, suit cadministrative party noqu the respect he had in, he proposed faith or in he not, 0f did not which he to Was to the œ or or the by j appeals have any of unlawful fees fines or or is The and 9 to opposed Association, reasonable cause judgment, r L d of nolo itself, c nd, with respect to any that he had reasonable best QJ act in good reasonably b Was threatened, Association D proceeding, whe rinvestigative, have been exhausted or not puindemnitee, that he did not a manner he reasonably believed party and interest α 'n, to, director, create Or and reasonable cause to believe l, and (b) such court further that indemnification should be n, against appellate order, contendere cause 18 believed t of the i Of shall pending faith whether civil, threatened ending or D action settlement, conviction lere or its equivalent best any ţ Уď presumption employee, indemnify any expenses (including
 attorneys' fees), on or p Association, Or him in conning, unless reason of the f ployee, officer interest action, ó criminal prp þe proceeding, ţ contemplated not connection settlement act be after criminal that suit l action believe of pursued act in made person (a) ö i i and, fact the the all 0 Or be 9 in þ Ω
- 10.2 10.1 expenses matter successful employee Expenses. action, above, therein, (including OH suit 9 O agent the m the in Th 0 he merits proceeding defense of extent attorneys shall the that 0£ эd otherwise Association any iny claim, indemnified fees director 'n and tο defense ij against
 appellate has issue officer Section been Of OH

RE: 14066N3185

attorneys' him in con in connection therewith. and reasonable incurred Λq

- 10.3 officer, of the shall Advances. criminal it s to b this such the undertaking þe minal action, substantial action, substantial action, suit rtaking by or on cer, employee or a hall ultimately be indemnified by Article Expenses 10. suit advance or agent to repay y be determined they the Association Or incurred behalf or proceeding upehalf of the Association red in defending a civil proceeding shall be paid of the final disposition ceeding upon receipt of upon receipt on affected dir sy such amount that he is en SB authorized director entitled any Of
- 10.4 Miscellaneous.
 Article shall no rights to which entitled under a entitled under any by-law, agreement, vote or otherwise, and shall continue as to a place of the seased to be a director, officer, enagent and shall inure to the benefit of the personal otherwise, a representatives any and not those The Ье by-law, indemnification deemed deemed exclusive of any seeking indemnification of such person. provided a person employee the heirs of members any may other who be
- 10.5 such capacity, such, whether or no power to indemnify the proviemplo: person who is or a gent of the Association, or as a director, agent of the Association, as a director, request of the Association, as a director, request of the Association, as a director, partners employee or agent of another corporation, partners employee or agent of another enterprise, against employee or agent of other enterprise, against venture, trust or other and incurred by him and incurred by him agent of his status purchase Insurance. and indemnify him against such sions of this Article. The maintain y, or arising
 not the Assoc
 fy him against Association insurance shall director, officer, ation, partnership, 9 have liability behalf of his status would have employee officer, him under any the any as in
- 10. σ Amendment. Anything to notwithstanding, the provisi not be amended without the all persons whose interest w by such amendment. ovisions would be the bе this Art written adversely contrary is Article affected herein 10 may may

ARTICLE 11

BY-LAWS

Board the m rd of I The first By-Laws Directors provided in the By-Laws and mar be Association shall be the set altered, amended or readopted by rescinded

ARTICLE 12

AMENDMENTS

H the Amendments following to manner: these Articles shall эd proposed and adopted

Chapter contain Notice. included proposed otherwise ç se given 617, F] the pro amendment is + Notice proposed affected Florida in the 0f amendment Ø thereby. to Statutes. time and manproposed 9 manner Such 1 amendment summary r provided notice sh and which shall shall the be in be

- 2 approval delivered meeting. meeting members amendment ivered the Of considering members not t may be proposed either by a Directors or by not less than members of the Association. The ij to × ers ...
 present in
 the resolution for approvals writing, providing the Secretary at must person or amendment the adoption by a majority of the than one-third (1/3) , Or may the Уď majority Directors proxy at prior proxy a approval proposed of t their their is their and
- (a) Уd the meeting at attained ar entire not less members Board and of the Association of by which Directors; not a quorum or that the represented at thereof has be t 66-2/3% of t votes of a11 been of ρι
- (d) by not I Directors not less than 100% of the entire Board of
- 2.3 "Powers", rights in Sec privileges, powers or options herein of or reserved to the Developer, on the Developer the Developer the Developer, unleaded the execution of the paragraph 12.3 shapes which By-Laws mortgages Limitation. No am the qualifications Sections er conflict with the conflict would Or and without property in any the the amendment. shall be effec amendment 4.4 the joinder for membership, nor in the rights of members, nor any 1.4 or 4.5 of Article 4, the approval in writing any way the NO effective. Act, amendment shall be made Act, the Declaration or amendment make any cha affect 0f shall all NO any ein provided or an make c shall join amendment t make ny of shall record any 1n affiliate any the any the owners changes y changes e rights, l in favor entiti of a to changes in voting e of the that all the 1ed Of
- 2 Developer n Developer n provisions amendments may to Amendments. To the extent lawful, nay amend these Articles consistent with of the Declaration allowing cert to be effected by the Developer alone. Developer alone. certain the the
- 12 S the 0f Recording. A copy with the Secretary records f applicable Florida law, ar he Secretary of State put for the secretary of State shall records of Dade County, Florid State shall be County, Florida. and a a copy pursuant amendment сору ξ shall the the provisions y certified by in the public be 114 filed

ADDRESS AND NAME OF REGISTERED AGENT

[]; [C,

at Suite 307, 1601 I with the privilege other places within registered agent at The initial registered Forum Place, West Pa of having its offic or without the State that address shall be office st Palm Beach, Flo office and branch State of Florida. 0f Ьe this Charles corporation shall Florida Edgar, The offices initial c, III. 33401 at

ignature WITNESS the day and WHEREOF, and year set the forth Incorporator has aff1xed his

CHARLES Σ. EDGAR, III

 \Box

REC. 14066%3187

STATE OF FLORIDA

COUNTY OF PALM BEACH

The day of Thance instrument

ss:

was acknowledged by CHARLES W. EDGAR, Public Florida before

me

this

7st

[NOTARIAL SEAL]

State

Notary Putils, State of Florida

My Commission Francisco La 26, 1770

Bended This to Landburger tec.

4- 8W 629 i.. II: 56 1111日

œ

5

REF: 14066N3188

STATE, CERTIFICATE DESIGNATING DOMICILE FOR THE SERVICE ATTE, NAMING AGENT UPON WH NG PLACE OF BUSINESS
CE OF PROCESS WITHIN
WHOM PROCESS MAY BE THIS SERVED 0R

submitted: In compliance with the laws of Florida, tḥe following 1s

S foregoing tate First of Florida articles That with of desiring incorporation, its principal ф organize at office, City under of as Homes: indicated the tead laws Of ä the the

statutory Place, Traurig, articles County 0f Suite has registered Hoffman, Dade, named 307, State Lipof: West Charles agent 0f H Palm Florida, Σ. Rosen Edgar Beach, βJ the Quentel, III, Florida corporation located P.A., 33401 named Ω) d 1601 Greenberg, in n as Forum said its

with the tion tered same the Having at office the provisions and place been open agree named designated 0f to act Florida the T T statutory ä this law this relative capacity, certificate agent of ţo and the keeping agree Н above hereby the to corpora regis comply accept

REGISTERED AGENT

DATED this 3/8tday of March 1987.

KyGArtIn2 033089/cwe

637113

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK:223 PAGE 5

RICHARD P. BRINKER, CLERK
CIRCUIT & COUNTY COURT

BYMONUS DE LES

RECORD VERIFIED

RECORD VERIFIED

RICHARD P. BRINKER

CLERK CIRCUIT COURT