

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR
DORAL COLONY HOMEOWNERS

THIS DECLARATION made and entered into this 20 day of July, 1982, by CAROL MANAGEMENT CORPORATION, a New York corporation, doing business as DORAL COLONY (hereinafter referred to as "Declarant");

W I T N E S S E T H :

WHEREAS, the Declarant owns the real property described on Exhibit "A" attached hereto (the "DORAL COLONY PROJECT"); and

WHEREAS, the Declarant intends, but is not obligated, to develop, construct, and sell as many as eighty-nine (89) townhomes on the land (but may develop, construct and sell such other dwellings, both commercial and residential, which it may from time to time determine to be appropriate) where the DORAL COLONY PROJECT is located; together with the construction of Recreational Facilities consisting of the swimming pool and two (2) tennis courts; and

WHEREAS, the Declarant is committed to construct on that portion of the DORAL COLONY PROJECT described on Exhibit "B" attached hereto, which is the legal description of DORAL COLONY which has been platted, nineteen (19) townhomes, which Plat is recorded in Plat Book 120, at Page 34, of the Public Records of Dade County, Florida; and

WHEREAS, the remainder of the property described on Exhibit "A" may be developed by the Declarant as a portion of DORAL COLONY and contain townhomes or it may be developed to contain such other uses as the Declarant may desire. Nothing contained herein shall constitute a representation on behalf of the Declarant concerning future development of said real property. Said future development may involve the Declarant's use of the real property as a portion of DORAL COLONY or otherwise, and said future development may include the use of said property as a spa. The Recreational Facilities described above shall be constructed on a portion of the property described on Exhibit "A"; and

WHEREAS, the Developer owns other real property in the area adjoining the DORAL COLONY PROJECT upon which it may construct dwelling units, both commercial and residential, and it may from time to time desire that the owners of such dwelling units shall be entitled to the use of the Recreational Facilities constructed as a part of the DORAL COLONY PROJECT, which use shall be paid for on an equitable basis as provided for herein; and

WHEREAS, in order to create a planned residential community, and make provisions for the maintenance of the townhomes, the Common Properties as that term is hereinafter defined, including ingress and egress easements, the streets, thoroughfares, and common areas, it is necessary to declare and subject that portion of the real property of the DORAL COLONY PROJECT described on Exhibit "B" to certain land use covenants, restrictions, easements, reservations, regulations, burdens and liens, to make reasonable rules and regulations concerning the use of the Recreational Facilities by residents of the DORAL COLONY PROJECT and others who may from time to time be entitled to the use of same as provided for herein, and to delegate and assign to a corporation certain powers and duties of ownership, administration, operation and enforcement. The Common Properties are described on the Plat of DORAL COLONY, and described therein as Tract A, Tract B, Tract C, Tract D, Tract E, a portion of Tracts B and D of the Plat of DORAL ESTATES, which Plat was recorded in Plat Book 113, at Page 79, of the Public Records of Dade County, Florida, and the Recreational Facilities that may be from time to time constructed on the real property described on Exhibit "A"; and

WHEREAS, if further portions of the DORAL COLONY PROJECT are built by the Declarant, then this Declaration of Covenants, Restrictions and Easements shall be from time to time amended to expand the real property subject thereto and to expand the common property;

NOW, THEREFORE, the Declarant declares that the land described on Exhibit "B" shall be used and maintained subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which covenants, restrictions, easements, charges, and liens shall run with the land and shall be binding upon and inure to the benefit of Declarant, its successors and assigns; all Owners of Townhome Units subjected to this Declaration and located within the DORAL COLONY PROJECT, their families, guests, tenants and invitees; and all persons having any right, title or interest in any part thereof.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the DORAL COLONY PROJECT and the construction of Improvements thereon, Declarant's right to maintain model Townhome Units, construction, sales or leasing offices or similar facilities on any portion of the DORAL COLONY PROJECT, or the Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article VIII hereof.

Section 2. "Association" shall mean DORAL COLONY HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns.

Section 3. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto, marked Exhibit "D," and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 4. "Board" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 5. "Building" shall mean any building located on DORAL COLONY Property and containing Townhome Units.

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been adopted by the Board, a copy of which is set forth as Exhibit "E" attached hereto, as such By-Laws may be amended from time to time.

Section 7. "Capital Improvement Assessment" shall mean a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for installation or construction of any Improvements on any portion of the Common Properties which the Association may from time to time authorize.

Section 8. "Common Assessment" shall mean the charge against each Owner and his Unit, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties, and the Units as provided for in this Agreement.

Section 9. "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Properties (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments and including those costs not paid by the Owner responsible for payment); the costs of any and all commonly metered utilities, cable or master television charges, if

any, and other commonly metered charges for the Common Properties; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of all utilities, gardening and other services benefiting the Common Properties, and all recreational facilities thereon; costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering or connected with the Common Properties; costs of bonding the members of the Board and the Management Company; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof, and costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Properties for the benefit of the Owners. Without limiting the generality of the foregoing, all expenses incurred in connection with (i) the maintenance and repair of the water and sewer systems installed in the DORAL COLONY PROJECT, and (ii) the maintenance of the water drainage systems within the DORAL COLONY PROJECT, without regard as to whether or not such systems and any and all parts thereof are now or hereafter conveyed to the Association, shall be Common Expenses (and all obligations of Declarant in connection therewith are hereby specifically assumed by the Association and shall be fully performed by the Association from and after the date this Declaration is recorded). In addition, the Association shall maintain, repair, and insure the Recreational Facilities (as that term is defined below) that may be constructed on the real property which is subject to the provisions of this Agreement. In addition, the Association shall maintain, repair and replace all lights, including fixtures and bulbs located on the Common Properties, and pay for all electricity used thereon. In addition, Common Expenses shall include the maintenance of the external portions of the Units including walls, fences, roofs, pipes and utility conduits not located within the Unit, electric fixtures, gates, and other items installed by the Declarant, but excluding windows, window treatments and screening, but including insurance on the Units. Common Expenses shall also include any portion of the DORAL COLONY PROJECT's portion of the Common Expenses of maintaining the Easement as per Article XVI. Common Expenses shall also include all expenses involved in maintaining lawns and landscaping appurtenant to Units with the proviso that the Association's obligation to maintain same shall be limited to the maintenance and replacement of only that landscaping originally placed by the Declarant, and any replacements thereto. Any landscaping which a Unit Owner chooses to install thereafter shall be maintained at the expense of the Unit Owner.

Section 10. "Association" shall mean that association formed to govern the DORAL COLONY PROJECT.

Section 11. "Common Properties" shall mean those portions of the DORAL COLONY PROJECT which are declared as being Common Properties in this Declaration or in any Supplemental Declaration hereafter made by Declarant. Said Common Properties are for the common use and enjoyment of the Unit Owners, and possibly others, subject to the rights hereunder of the Declarant. Declarant hereby declares the property described as Tracts A, B, C, D, and E on the Plat of DORAL COLONY, to be Common Properties, together with all water and sewer facilities and drainage systems in the DORAL COLONY PROJECT (other than those lying within the boundaries of Units). Portions of Tract B and Tract D of DORAL ESTATES, according to the Plat thereof, recorded in Plat Book 113, at Page 79, of the Public Records of Dade County, Florida, which Tracts constitute an easement for ingress and egress to DORAL COLONY shall in addition constitute a portion of the Common Properties. In addition, all Recreational Facilities constructed by the Declarant shall constitute a portion of the Common Properties. Upon the completion of construction, this Agreement shall be amended to expand Exhibit "B" to include the legal description of any of such Recreational Facilities. Any property removed by the Declarant shall no longer be considered nor be a part of the Common Properties.

Section 12. "Declarant" shall mean and refer to CAROL MANAGEMENT CORPORATION, a New York corporation, doing business as DORAL COLONY. "Declarant" and "Developer" shall be used herein and in the By-Laws and Articles interchangeably.

Section 13. "Declaration" shall mean this instrument, as it may be amended from time to time.

Section 14. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located on the DORAL COLONY PROJECT, including, but not limited to, Buildings, out-buildings, walkways, sprinkler pipes, electric meters, lighting fixtures, light bulbs, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and exterior air-conditioning and water-softener fixtures or equipment, if any.

Section 15. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as a "institutional-type" lender. In case of question, the Declarant may determine, in its sole discretion, who is an Institutional Mortgagee.

Section 16. "Management Company" shall mean the person, firm or corporation employed by the Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.

Section 17. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 18. "Owner" shall mean and refer to the person or persons or legal entity or entities, including Declarant, holding fee simple interests of record to any Unit, including sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation. For purposes of Article X only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees, lessees and sublessees of any Owner, and any other permitted occupant of a Unit.

Section 19. "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

Section 20. "Recreational Assessment" shall mean a charge against each Owner and his Unit, representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements located on the Common Properties pursuant to the provisions of this Declaration.

Section 21. "Recreational Facilities" shall mean those facilities constructed by Declarant upon property which, upon the completion of construction, shall be incorporated into this Agreement by amending same to expand Exhibit "B."

Section 22. "Special Assessments" shall mean charges against one or more Owners and their Units, directly attributable to such Owner(s), equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s).

Section 23. "Supplemental Declaration" or "Amended Declaration" shall mean any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration or for the purpose of declaring or removing certain portions of the DORAL COLONY PROJECT as Common Properties.

Section 24. "Townhomes" shall mean and be synonymous with "Units."

Section 25. "Units" shall mean those parts of the Buildings which are subject to exclusive ownership and divided into townhomes. In addition, the definition of "Units" shall include all of the land appurtenant to each townhome as shown on the Plat of Doral Colony, recorded or to be recorded in the Public Records of Dade County, Florida, which Plat divides the residential portions of Doral Colony into lots upon which the townhomes and the Buildings containing same shall be located.

Section 26. "Unit Owner" means the owner of a Unit.

The foregoing definitions shall be applicable to this Declaration and also to any Supplemental Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every Unit, subject to the following:

(a) The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties, the Unit Property and the Improvements thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Properties as set forth in Section 3 of this Article II and Sections 3 and 6 of Article X hereof.

(c) The right of the Association to charge uniform and reasonable admission and other fees for the use of recreation facilities constructed upon the Common Properties.

(d) The right of the Association, in accordance with its Articles of Incorporation, By-Laws and this Declaration, with the vote or written assent of two-thirds (2/3rds) of each class of Members, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

(e) The right of the Association to suspend the voting rights and right to use the Common Properties (except means of ingress and egress) of an Owner for any period during which any Assessment against his Unit remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Properties shall be made only by the Board of Directors of the Association after Notice and Hearing.

(f) The right of the Association (after such time as the Declarant has conveyed title to any of the Common Properties to the Association and prior thereto to join in any of the foregoing) to dedicate, release, alienate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3rds) of the voting power of the Class A Members, and the Class B Member, if any.

(g) The right of the Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, construction, ingress, egress and exhibit purposes.

(h) The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or of the general Improvements within the Common Properties, as the case may be. Until such time as title to the Common Properties are conveyed to the Association, if ever, the foregoing shall require the approval of the Declarant.

(i) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties.

(j) The right of the Declarant to dedicate to itself and its successors and assigns any portions of the Common Properties for use as cart paths for use by the Declarant and any entity or individual whose use may be so intended by the Declarant regardless of whether same is in conjunction with the use of the Declarant's golf courses and/or Doral Country Club.

(k) The right of the Declarant to grant to owners of real property owned by the Declarant adjacent to the DORAL COLONY PROJECT, the right to use the Recreational Facilities in accordance with the provisions contained in this Agreement.

Anything to the contrary herein notwithstanding, no action authorized in paragraphs (d), (f), (h), or (i) above shall be taken without the prior written consent of the Declarant as long as the Declarant owns any Unit.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, or to his approved tenants who reside in his Unit, subject to reasonable regulation by the Board.

Section 3. Parking. All guest parking areas for the use of the Unit Owners are located on the Common Properties. The Declarant shall have the right at any time and from time to time to grant to specific Units the exclusive right to use one or more of such parking spaces. Such grant shall be made by Declarant by written assignment (which shall not be recorded) which shall grant to the Unit Owner the exclusive right to use (and not title to) such space(s) as an appurtenance to such Owner's Unit and not separately alienable therefrom. Such exclusive right to use shall pass with title to such Unit whether or not specifically assigned. The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the DORAL COLONY PROJECT and may make provision for the involuntary removal of any violating vehicle.

Section 4. Easements for Vehicular Traffic. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the DORAL COLONY PROJECT that each and every Owner shall have, a non-exclusive easement appurtenant for vehicular traffic over all private streets within the Common Properties, subject to the parking provisions set forth in Section 3 of Article II hereof. All Common Properties are reserved by the Declarant, its successors and assigns, for use by any individuals or entities who may from time to time be granted the right to use same by the Declarant whether on a temporary or permanent basis.

Section 5. Easements for County and Private Utility Use. In addition to the foregoing easements over the Common Properties, there shall be,

and Declarant hereby reserves and covenants for itself and all future Owners within the DORAL COLONY PROJECT, easements for County and private and public utility services, including, but not limited to, the right of the police and fire departments to enter upon any part of the Common Properties for the purpose of enforcing the law, and the right of all utility companies to install and maintain their equipment and facilities.

Section 6. Easements for Access to Lake. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the Common Properties and Units to any lakes which abut same.

Section 7. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon or by abandonment of his Unit.

Section 8. Title to the Common Properties. The Declarant may from time to time elect to convey title to some or all of the Common Properties to the Association subject to the easements, conditions, restrictions and reservations contained herein; although nothing contained herein shall so obligate the Declarant.

Section 9. Access Easement. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the private streets constructed from time to time and the cart paths and cart ways existing and which may exist in the future in the DORAL COLONY PROJECT, which easements shall be for the use of Declarant (its successors and assigns), Owners, and their respective lessees, employees, agents, invitees and licensees. The real property subject to these rights are described as are Tracts A, B, C, D and E on the Plat of DORAL COLONY.

Section 10. Drainage and Water Sewer Systems. The obligations of the Declarant (i) to maintain the water and sewer systems in the DORAL COLONY PROJECT, and (ii) to maintain the drainage systems within the DORAL COLONY PROJECT, except for such portion of said systems lying within the boundaries of Units, are hereby specifically assumed and shall be fully performed by the Association and its successors from and after the date this Declaration is recorded in a continuous and satisfactory manner (whether or not said systems and any and all parts thereof are now or hereafter conveyed to the Association). With respect to the drainage systems, the requirements of the South Florida Water Management District shall be complied with and no changes may be made therein without the prior written consent of the Declarant and such District or its successor in function. The provisions of this Section 9 may not be amended without the prior written consent of the Declarant, and, with respect to those provisions relating to drainage, of said District.

Section 11. Assessments for Insurance, Taxes, Maintenance, Repair, and Replacement of the Common Properties. The Declarant, on an equitable basis, shall from time to time determine the Association's share of the insurance, taxes, maintenance, repair, and replacement of the Common Properties. Said equitable determination to be made by the Declarant's division of said items according to their use by the Association and others where applicable. During any period that any portion of the Common Properties are used exclusively by the Association, then they shall bear the entire expense for said items. Where portions of the Common Properties are shared by individuals and entities other than the Association, the Declarant shall endeavor to divide the expenses involved on an equitable basis based upon the number of users of such Common Properties.

Section 12. Access Easements to Recreational Facilities. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the private streets and pathways constructed from time to time, existing, and which may exist in the future in the DORAL COLONY PROJECT, which easements shall be for the use of those individuals to whom the Declarant, in accordance with the

provisions of this Agreement, grants the rights to use the Recreational Facilities from to time existing.

ARTICLE III

MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Unit and the Declarant shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from the Unit. Ownership of such Unit shall be the sole qualification for Membership of an Owner in the Association.

ARTICLE IV

VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting Members as follows:

Class A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Unit which is subject to Assessment, as further provided in the Declaration of any Supplemental Declaration. Declarant shall become a Class A Member with regard to Units owned by Declarant upon termination of Declarant's Class B Membership as provided below.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each Class A Member provided that the Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following events:

(1) When the last Unit expected to be built in the DORAL COLONY PROJECT is constructed and conveyed to a purchaser; or

(2) Thirty (30) days after Declarant elects to terminate the Class B Membership (whereupon the Class A Members shall assume control of the Association and elect the Board).

Section 2. Vote Distribution. Class A Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for Membership. When more than one person holds such interest or interests in any Unit, ("Co-Owner"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Unit is entitled. Such Co-Owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a unit. Where no voting Co-Owner is designated or if such designation has been revoked, the vote for such Unit shall be exercised as the majority of the Co-Owners of the Unit mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-Owners. No vote shall be cast for any Unit where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of Ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for

the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

ARTICLE V

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

(a) Maintain, repair and otherwise manage the Common Properties and all Improvements thereon in accordance with the provisions of this Declaration.

(b) Maintain all private streets within the Common Properties, including cleaning and periodic resurfacing.

(c) Obtain, for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electric services, and provide for all refuse collection and cable or master television service (if any), as necessary.

(d) Grant easements, rights of way or strips of land, where necessary, for utilities, and sewer facilities and other services over the Common Properties to serve the Common Properties and other portions of the DORAL COLONY PROJECT.

(e) Maintain such policy or policies of liability and fire insurance with respect to the Units, to the Common Properties and personal property located thereon or used in connection therewith, if any, owned by the Association or the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association.

(f) Employ or contract with a Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and delegate, at the option of the Board, its powers to committees, officers and employees.

(g) Install and maintain security devices, detectors and communications facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties.

(h) Take such other action which the Board shall deem advisable with respect to the DORAL COLONY PROJECT as may be permitted hereunder or under law.

(i) Maintain the exterior surfaces of the Units including, although not limited to, the walls, roofs, pipes and utility conduits not located within the Unit, electric fixtures, gates, and other items installed by Declarant, but excluding windows, window treatments and screening.

(j) Pay the insurance, taxes, maintenance, repair and replacement expenses necessary in connection with the Common Properties.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Unit now or hereafter owned by it within the DORAL COLONY PROJECT, hereby covenants, and each Owner of any such Unit by acceptance of

a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; all such Assessments to be imposed and collected as hereinafter provided. The obligation of Units for their respective assessments shall commence when the title to the Unit is sold and conveyed to the Unit Owner.

Such Assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting first Mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title to such Owner. The Board of Directors shall deposit all monies collected in one or more accounts as it shall elect.

Section 2. Purpose of Common Assessments. The Assessments levied by the Association shall be used exclusively to promote, in the opinion of the Board, the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties and Unit Property as provided herein. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse the Declarant for start-up expenses advanced by Declarant.

Section 3. Damage to Common Properties by Owners. The foregoing maintenance, repair or replacement within the Common Properties arising out of or caused by the willful or negligent act of an Owner, his family, guests or invitees, shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his Unit, unless proceeds of insurance are collected by the Association with respect thereto.

Section 4. Capital Improvement and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repairs or replacement of a capital improvement, or other such addition, upon the Common Properties, including fixtures and personal property related thereto; provided that any such Assessment in excess of Five Thousand Dollars (\$5,000.00) shall require the vote or written assent of a majority of the votes of Members who are subject to such Assessments. No action authorized in this Section 4 shall be taken without the prior written consent of the Declarant as long as the Declarant owns any Unit.

Section 5. Notice for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Section 4 above shall be sent to all Members not less than ten (10) days, nor more than thirty (30) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

Section 6. Rate of Assessment. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI shall be allocated and assessed equally among the Units in accordance with the following formula:

Total Amount of Assessments	÷	Total Number of Units Subject to Assessment as Provided for in Section 1 of this Article VI	= Unit's Assessment
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The Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the

Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents, or otherwise. All Common Assessments shall be collected monthly, provided that if not paid when due, all such monthly installments may be accelerated and shall thereupon be due in one lump sum. All Common Expenses shall be assessed exclusively among the Units which are subject to Assessment pursuant to Article VI, Section 1, hereof.

Section 7. Date of Commencement of Association's Obligation for Collecting Common Assessments. The obligation of the Association to collect the Common Assessments applicable to each portion of the DORAL COLONY PROJECT intended to be Common Properties shall commence on the first day of the month after the month of closing of the Unit. The prorata portion for the month of closing shall be collected by the Declarant.

Section 8. Date of Commencement of Common Assessments; Due Date. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board of Directors shall fix the amount of the annual Common Assessment against each Unit subject to the Assessments at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Directors.

Section 9. Certificate of the Association as to the Status of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of the Assessments against a Unit is binding upon the Association as of the date of its issuance.

Section 10. Annual Balance Sheet prepared by Board of Directors. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member, and each first Mortgagee who have filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least thirty (30) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Membership of the Association a written estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may, but need not, include reasonable provision for contingencies and reserves).

Section 11. Exempt Property. Common Expenses shall be assessed only against Units which are subject to Assessment under the provisions hereof, and all other portions of the DORAL COLONY PROJECT shall be exempt therefrom.

Section 12. Liability of Declarant. Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments imposed upon Units for which it is the Owner as long as the Declarant pays all deficits in operation of the Association above the Assessments collectible from other Owners of Units. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be computed. Declarant may at any time and from time to time be relieved of all obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Units for which it is the Owner, except no Assessments shall be due from Declarant for any Unit until a certificate of occupancy is issued therefor.

Section 13. Adjacent Property Owners' Use of the Recreational Facilities. At such time as the Declarant elects to allow owners of adjacent property to the DORAL COLONY PROJECT, the use of the Recreational Facilities, the budget provided for herein shall be divided into two (2) parts as follows:

(a) Part A shall constitute all portions of the budget as provided for herein with the exception of any expenses attributable to the Recreational

Facilities. This portion of the budget shall be assessed and paid for by Unit Owners as provided for herein.

(b) Part B shall constitute that portion of the budget attributable to the Recreational Facilities and shall be apportioned as provided for in Section 6 above among all Unit Owners and all other individuals to whom the right to use the Recreational Facilities is granted.

As a condition precedent to any individual's (non-unit owner's) use of the Recreational Facilities, such individual must agree, which agreement shall be evidenced by a writing, which shall, at the expense of said individual, be recorded in the Public Records of Dade County, Florida, to subject said individual's real property (which adjoins the DORAL COLONY PROJECT) to the lien provisions provided for herein pertaining to the non-payment of assessments as provided for in Article VII below and to the rule-making provisions of the Association herein pertaining to Access Easements and use of the Recreational Facilities granted to said individual. The provisions of this paragraph shall be liberally construed in order to give full force and effect to the intentions expressed herein. PROVISOR: Any individual granted the rights provided for herein by the Declarant shall not be considered a member of the Association and shall have no vote in connection with its affairs.

ARTICLE VII

EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments; Remedies of the Association. A lien is hereby imposed upon each Unit to secure the payment of all Assessments now or hereafter imposed on the Unit by the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest lawful rate then applicable. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required by the Board of Directors to pay a late charge equal to the amount of the unpaid Assessment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose a lien against the Unit or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Unit. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each first Mortgagee of a Unit which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, (4) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year, and (5) foreclose a lien against the Unit for all sums then due and owing to the Association in accordance with the provisions of this Declaration. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of all applicable Assessments to be immediately due and payable without further demand and may enforce the collection of the full Assessments and all charges thereon in any manner authorized by law and this Declaration, by Lien Foreclosure in the manner provided for herein, or otherwise.

Section 2. Claim of Lien. No Claim of Lien shall be valid, enforceable, or subject to foreclosure unless and until the Notice as provided for in Section 1 above has been given to the Unit Owner and until at least thirty (30) days have expired following the recording of a Claim of Lien in the Public Records of Dade County, Florida, against any delinquent Owner's Unit.

Section 3. Collection Expenses. The Association's Lien rights shall include interest on the unpaid assessment at the highest lawful rate, plus reasonable attorneys' fees and expenses of collection.

Section 4. Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 5. Curing of Default. Upon the timely curing of any default for which a Claim of Lien was filed by the Association, an officer thereof shall record an appropriate Release of Lien upon payment by the defaulting Owner of a fee to cover the cost of preparing and recording such release.

Section 6. Certificate issued by Board of Management Company as to a Lien Indebtedness upon a Unit. A certificate executed and acknowledged by any two (2) Members of the Board or by the Management Company stating the indebtedness secured by the lien upon any Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 7. Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens have been made in good faith for value to an unrelated party and are first liens against the property encumbered thereby, subject only to tax liens, and secured indebtednesses which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of such mortgage or deed in lieu thereof (if such mortgage was recorded prior to the recording of a Claim of Lien) shall extinguish the lien of such Assessments as to installments which become due prior to such sale or transfer. However, no sale or transfer shall relieve such Unit from liability for any installments of Assessments thereafter becoming due or from the lien thereof, and provided that all amounts not collected by reason of such foreclosure or deed in lieu shall be deemed a Common Assessment and shall be collectible as such from all Units, including the Unit which is the subject of the foreclosure or deed in lieu.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Units planned for the DORAL COLONY PROJECT have been constructed and conveyed, or sooner at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or one (1) year, or until his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Committee.

Section 2. Review of Proposed Construction. Subject to Article X, Section 8, of this Declaration, no Building, fence, wall or other structure

2.A. Two members of committee will visit and visually inspect request change to determine any unforeseen problems and confirmation of architectural integrity

or improvement (including landscaping) shall be commenced, painted, erected or maintained in the DORAL COLONY PROJECT, nor shall any exterior addition to, or change or alteration, be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of residential Buildings, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Architectural Committee whose approval must then be approved by the Association. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the DORAL COLONY PROJECT as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. All of the foregoing to be from time to time subject to review and approval by the Association. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. The Committee's decision shall then either be approved or rejected at the next scheduled meeting of the Association. Notwithstanding any provision in this Article VIII to the contrary, the approval of the Architectural Committee shall not be required for any additions, changes or alterations to the Unit where such additions, changes or alterations are not visible from outside the Unit.

All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee of any proposals of plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals; plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

✓ Section 6. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the applicant (the "Applicant") for such approval shall give written notice of completion to the Committee.

(b) Within ten (10) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such ten (10) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same. If the Committee or its duly authorized representative requests additional time, the 10-day period provided for herein shall be extended for a reasonable period.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

(d) If for any reason the Committee fails to notify the Applicant of any noncompliance within ten (10) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to be in accordance with said approved plans.

(e) All decisions of the Committee regarding this Section 6 shall also be subject to approval by the Association.

Section 7. Non-Liability of Committee Members. Neither the Association nor the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the DORAL COLONY PROJECT. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The Committee may authorize variances from compliance with any of the architectural provisions from time to time in existence and this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular

property and particular provisions hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. Any variance granted, or not granted, shall be subject to the approval of, and any decision concerning same, shall not be binding until approved by the Association.

ARTICLE IX

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance and Obligations of Owners. Subject to the duty of the Association to provide for maintenance as provided for in this Declaration, it shall be the duty of each Unit Owner in the DORAL COLONY PROJECT, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore the Units as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition. In the event that any portion of the Units and/or Buildings falls into disrepair or is not so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee or the Association shall have the right, but not the duty, upon fifteen (15) days' prior written notice except in cases of emergency, in which event, the aforescribed notice shall be dispensed with, to correct such condition and to enter upon such Unit Property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the appropriate Unit Owner. Said cost shall be a Special Assessment and shall create a lien upon all the affected Units enforceable in the same manner as other Assessments as set forth in this Declaration. The Owners of such Units shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board of Directors, to the amounts payable by each such Unit Owner as Common Assessments.

Section 2. Maintenance Obligations of Association. Subject to the provisions of Section 1 of this Article, the Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, including recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings on the Common Properties, the exterior surfaces, excluding windows and including roofs of the Units, pipes and utility conduits not located within the Unit, pipe fixtures, gates, and other items installed by the Declarant. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. The Association shall also maintain all lawns and landscaping appurtenant to Units with the proviso that the Association's obligation to maintain same shall be limited to the maintenance and replacement of only that landscaping originally placed by the Declarant, and any replacements thereto. Any landscaping which a Unit Owner chooses to install thereafter shall be maintained at the expense of the Unit Owner. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

Section 3. Exterior Appearance and Design. Any Building which has suffered damage shall apply through the Association thereof for approval to the Architectural Committee for reconstruction, rebuilding or repair of the Improvements therein. Application for such approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if upon completion of the work, the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing together with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof. If the obligation

for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

Section 4. Time Limitation. The Owner or Owners of any damaged Building, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

Section 5. Declarant's Exemption. Declarant shall be exempt from the provisions of Sections 3 and 4 hereof.

ARTICLE X

USE RESTRICTIONS

All real property comprising the DORAL COLONY PROJECT shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 8 hereof:

Section 1. Nuisances. No noxious or offensive activity shall be carried on in any Buildings, other Improvements, Unit Property or Common Properties located in the DORAL COLONY PROJECT, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such Building, Unit Property or on the Common Properties, and the Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor or activity producing such noise or odor constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such Buildings, Unit Property or Common Properties, or be exposed to the view of other Owners, without the prior written approval of the Architectural Committee.

Section 2. Signs. No signs, posters, displays, billboards, or other advertising devices of any kind shall be displayed to the public view on any portion of the Unit, the Building within which the Unit is located, and/or the Common Properties. The foregoing restrictions shall not be applicable to prohibit the Declarant, its successors or assigns, from advertising during the construction, sale and leasing period by virtue of such reasonable signs as the Declarant may deem appropriate.

Section 3. Parking and Vehicular Restrictions. Parking in the DORAL COLONY PROJECT shall be restricted to the parking areas therein designated for such purpose. No Owner shall park, store or keep on any portion of the DORAL COLONY PROJECT any large commercial type vehicle (for example, dump truck, cement mixer truck, oil or gas truck; delivery truck), nor may any Owner keep any other vehicle on the Common Properties which is deemed to be a nuisance by the Board. The parking of boats, trailers, campers or motorcycles are likewise prohibited. No Unit Owner shall use any of the Common Properties which are reserved for guest parking for parking of his vehicle.

Section 4. Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the DORAL COLONY

PROJECT. No dog, cat or other pet may run loose (unleashed) on the DORAL COLONY PROJECT, and may be walked only in areas designated for such purpose by the Association. All owners of pets shall be responsible to clean up any excretions of their pets. Pets shall be limited to either two (2) dogs or two (2) cats, or any combination of same not exceeding two (2).

Section 5. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the DORAL COLONY PROJECT except in containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the DORAL COLONY PROJECT or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the DORAL COLONY PROJECT except within an enclosed structure appropriately screened from view.

Section 6. Temporary Buildings; Further Parking Limitations. No outbuilding, basement, tent, shack, shed or other temporary buildings or improvement of any kind shall be placed upon any portion of the DORAL COLONY PROJECT, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently. None of the foregoing shall be allowed to be parked in any guest parking space. Owners may park the foregoing in their garages only.

Section 7. Outside Installations. No radio station or shortwave operations of any kind shall operate from any Unit, or the Common Properties. No external radio antenna, television antenna or other antenna of any type shall be erected or maintained in the Buildings or elsewhere on the DORAL COLONY PROJECT, except that a master antenna or antennae, or cable television antenna or antennae, may be provided for the use of Owners, and Declarant may grant and hereby reserves easements for such purposes.

Section 8. Insurance Rates. Nothing shall be done or kept in the Common Properties or Units which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Buildings, or Unit Property or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 9. Commercial Restriction. The use of the Common Properties will be subject to the use restriction contained in the Declarant's Deed from its successor in interest which prohibited the use of any of the properties within the DORAL COLONY PROJECT from any commercial purpose. Said prohibition did not include the Declarant's activities in constructing, selling, developing or delivering Units to ultimate purchasers.

Section 10. Right of First Refusal. The Declarant, and then the Association, shall have a right of first refusal to purchase and/or lease any of the Units as hereinafter provided. Sales and/or leases of Units shall be governed by the following:

(a) The term "purchase" and "sale" shall include all transfers for value of interests in Units.

(b) The Declarant, and then the Association, shall have a right of first refusal on all offers to purchase or lease a Unit. If a Unit Owner receives a bona fide offer to sell, or lease, his Unit or interest therein which he wishes to accept, he shall send an executed copy of such offer to the Declarant and to the Association. The Declarant shall first have twenty (20) days from the date of receipt of the copy

of the offer in which to either accept or reject the offer and notify the Unit Owner accordingly. The Association shall, in the event the Declarant rejects the offer, have an additional period of twenty (20) days from the Declarant's rejection in which to notify the Unit Owner in writing that the Association accepts, or rejects, the offer. If either party accepts the offer, it may elect to purchase, or lease, the Unit in its own name, or may name a designee who will purchase, or lease, in accordance with the terms and conditions set forth in the bona fide offer. If they reject the offer, then they shall deliver to the Unit Owner a written Consent in recordable form in the case of sale, which evidences their consent to the transfer of ownership, or lease, of the Unit to the party named in the offer submitted to them.

(c) No judicial sale of a Unit, or any interest therein, shall be valid unless:

- (i) the sale is to a purchaser approved by the Association; or
- (ii) the sale is as a result of a public sale with open bidding.

(d) All leases must be at least six (6) months in length.

(e) The liability of the Unit Owner under these covenants shall continue notwithstanding the fact that he may have leased, or rented, his interest as provided herein, and every purchaser, tenant, or lessee shall take his interest in the Unit subject to this Declaration and the By-Laws of the Association.

(f) Any attempted assignment, transfer, lease and/or sale not in accordance with the provisions set forth herein shall be void.

ARTICLE XI

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the Common Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Twenty Thousand Dollars (\$20,000.00) or less of being sufficient to effect total restoration to the Common Properties, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Owners, in accordance with the provisions of Article VI, Section 4, of this Declaration.

(c) If the insurance proceeds are insufficient by more than than Twenty Thousand Dollars (\$20,000.00) To effect total restoration to the Common Properties, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restore the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Reconstruc-

tion Assessments against all Units, (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval as provided for in Article VI, Section 4, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Units.

(d) Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. The cost of correcting such damage shall be a Special Assessment against the Unit and may be collected as provided herein for the collection of Assessments.

ARTICLE XII

INSURANCE

Section 1. Common Properties and Units. The Association shall keep all buildings, other Improvements and fixtures located on the Common Properties and Units insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death

and property damage arising from the activities of the Association and its members, or with respect to property under its jurisdiction. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Unit Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

Section 5. Unit Owner's Insurance. EACH UNIT OWNER SHALL BE OBLIGATED TO MAINTAIN INSURANCE ON ANY IMPROVEMENTS TO HIS UNIT IN ADDITION TO LIABILITY INSURANCE AND INSURANCE INSURING HIS PERSONAL PROPERTY.

ARTICLE XIII

MORTGAGEE PROTECTION CLAUSE

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each first Mortgagee of a Mortgage encumbering any Unit, at his written request, is entitled to written notification from the Association of any default by the Owner of such Unit in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Unless at least seventy-five (75%) per cent of first Mortgagees (based upon one vote for each Mortgage owned), and 75% of the Owners have given their prior written approval, neither the Association or the Owners shall:

(1) by act or omission seek to sell or transfer the Common Properties and the Improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Declarant or the transfer of the Common Properties to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause);

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Unit;

(3) by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of property within the DORAL COLONY PROJECT. Any of the foregoing resulting in minor changes, etc. shall not require the consent called for herein;

(4) fail to maintain fire and extended insurance on insurable portions of the Common Properties as provided herein; or

(5) use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Improvements (except as contemplated herein);

(c) First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

(d) All first Mortgagees who have registered their names with the Association shall be given (1) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Properties following a decision of the Owners to assume self-management of the Common Properties; and (2) immediate notice following any damage to the Common Properties whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and (3) notice as soon as the Board learns of any threatened condemnation proceedings or proposed acquisition of any portion of the Common Properties.

(e) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Properties and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association and the appropriate Owners thereof.

ARTICLE XIV

ENCROACHMENTS; EASEMENTS

Section 1. Encroachments. If (a) any portion of the Common Properties encroaches upon any other portion of the DORAL COLONY PROJECT; (b) any other portion of the DORAL COLONY PROJECT encroaches upon the Common Properties; or (c) any encroachment shall hereafter occur as the result of (i) construction of any Building or other Improvement; (ii) settling or shifting of a Building or other Improvement; (iii) any alteration or repair to the Common Properties or any other portion of the DORAL COLONY PROJECT; any repair or restoration of any Building or other Improvement or any of the Common Properties after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Building, Improvement or portion of the Common Properties, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 2. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc. The Owner of each Unit within the DORAL COLONY PROJECT subject to this Declaration or any amendment thereto shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the DORAL COLONY PROJECT and serving such portion thereof. Each portion of the DORAL COLONY PROJECT shall be subject

to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the DORAL COLONY PROJECT and serving other portions thereof.

Section 3. Easements of Support. Whenever any structure included in the Common Properties adjoins any structure included in any other portion of the DORAL COLONY PROJECT, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 4. Construction and Sales. The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Properties for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purposes of advertising the sale or lease of Units.

ARTICLE XV

THE LAKE

The Association shall have the obligation to maintain and insure those portions of any lakes which abut certain of the Units or portions of the Common Properties. Unit Owners shall be prohibited from any use of the lakes whatsoever including, although not limited to, swimming, and/or motor-boating, but nothing contained herein shall prohibit the use of sailboats.

ARTICLE XVI

ENTRANCE EASEMENT AND SHARED EXPENSES

Access to the DORAL COLONY PROJECT is provided through other land owned by the Declarant pursuant to an Easement which grants to Unit Owners the non-exclusive right to use same in common with other users who may from time to time be granted rights by the Declarant, and the Unit Owners of that certain neighboring project known as DORAL ESTATES. The expenses involved in maintaining the Easement Area including, although not limited to, the roadways, street lighting, if any, entrance features, guard houses, and fountains shall be shared by Unit Owners on an equitable basis with other users of the Easement as they from time to time exist. The access easement is legally described as a portion of Tracts B and D of DORAL ESTATES, according to the Plat thereof, recorded in Plat Book 113, at Page 79, of the Public Records of Dade County, Florida.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by the Association as follows:

(a) Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant, the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum of attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated

in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by the Declarant or the Association or their successors-in-interest.

(c) The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Unit; provided, however, that any subsequent Owners of such Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. Subject to the amendment provisions of Section 5 hereof, the covenants and restrictions of this Declaration shall run with and bind the properties covered hereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant, the County, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of eighty (80%) per cent of the Units and their mortgagees and the County of Dade, has been recorded revoking said covenants. PROVISOR: If at any time during the term of this agreement, the Common Properties are not properly maintained, the County can compel a conveyance of the title to same to the Association.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of community facilities and Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. This Declaration shall be read as cumulative to and not in limitation of applicable Declarations of Condominium and all exhibits thereto.

Section 5. Amendments. This Declaration may be amended by the Association (1) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds (66-2/3%) per cent of the voting power of the Class A Membership and the affirmative vote of the Class B Member (so long as the Class B Membership exists); or (2) by the affirmative vote of the Class B Member alone; provided, however, that no amendment shall be permitted which has a material adverse affect upon substantial rights of the Declarant or a First Mortgagee without the prior written consent of Declarant or such First Mortgagee, as appropriate. Nothing contained herein shall affect the right of the Declarant to make such amendments or Supplemental

Declarations as may otherwise be permitted herein. No amendments may be made to the provisions hereof relating to the maintenance of drainage systems without the written consent of the South Florida Water Management District. No amendment or revocation shall be valid which affects maintenance and/or the maintenance lien provisions of this Agreement without same first receiving the prior written consent of the County of Dade. This Section 5 may not be amended.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the DORAL COLONY PROJECT shall be conclusively deemed to have consented and agreed to every limitation, restrictions, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit or other property.

Section 8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 9. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION AND EXCEPT IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH THE DIVISION OF FLORIDA LAND SALES AND CONDOMINIUMS.

Section 10. Withdrawal of Certain Property. Anything herein contained to the contrary notwithstanding, Declarant reserves the right to amend this Declaration at any time or times, without prior notice and without the consent of any person or entity, for the purpose of adding or removing certain portions of the DORAL COLONY PROJECT from the provisions of this Declaration. Notwithstanding the rights contained in this Section, no Unit can be withdrawn from the provisions of this Declaration at any time subsequent to said Unit being sold or subsequent to the commencement of construction of a townhome upon a Unit.

ARTICLE XVIII

DECLARANT'S EXCEPTIONS

Section 1. Declarant's Exceptions in General. Declarant and its successors or assigns will undertake the work of constructing Units and Improvements relating thereto. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of the DORAL COLONY PROJECT as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the DORAL COLONY PROJECT established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the DORAL COLONY PROJECT may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the DORAL COLONY PROJECT as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing Improvements in the DORAL COLONY PROJECT and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns from determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the DORAL COLONY PROJECT; or

(e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Units, or otherwise from taking such other actions deemed appropriate.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use and sale of the DORAL COLONY PROJECT.

Section 2. Declarant's Exceptions to Architectural Control. Declarant shall be exempt from the provisions of Article VIII hereof and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make.

Section 3. Declarant's Exemption from Delinquent Fees, Costs, Interest, or Penalties. Declarant shall be exempt from the provisions of Article VII and/or VIII hereof with respect to the imposition of any delinquent fees, and/or penalties, but not exempt from attorneys' fees, costs and/or interest, which may from time to time be applicable to any assessments which the Declarant may owe to the Association.

Declarant has caused this Declaration to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Stan Goldberg
David B. Buntin

CAROL MANAGEMENT CORPORATION,
a New York corporation, doing
business as DORAL COLONY:

By: *Salvatore J. Branciforte*
Salvatore J. Branciforte,
Vice President

Attest: *Joel Gray*
Joel Gray, Asst. Secretary

11526 4 381

STATE OF FLORIDA)
 SS:
COUNTY OF DADE)

The foregoing Declaration was acknowledged before me this 20th day
of Sept., 1982, by SALVATORE J. BRANCIFORTE and JOEL GRAY as
Vice President and Assistant Secretary of CAROL MANAGEMENT CORPORATION, a
New York corporation, doing business as DORAL COLONY, on behalf of said
corporation.

Raymond Lemont
Notary Public

My commission expires:



JOINDER

DORAL COLONY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, DORAL COLONY HOMEOWNERS' ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 20 day of July, 1982.

Signed, sealed and delivered
in the presence of:

Shane J. J. J.
William K. K.

DORAL COLONY HOMEOWNERS' ASSOCIATION,
INC., a Florida corporation not-for-profit:

By: Salvatore J. Branciforte
Salvatore J. Branciforte,
President

STATE OF FLORIDA)
 SS:
COUNTY OF DADE)

The foregoing Joinder was acknowledged before me this 20 day of July, 1982, by SALVATORE J. BRANCIFORTE as President of DORAL COLONY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation.

Raymond Lamont
Notary Public

My commission expires:

LEGAL DESCRIPTION
OF
DORAL COLONY PROJECT

A portion of Tracts 22, 23, 24, 33 and 35, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, according to the plat thereof as recorded in Plat Book 2 at Page 17 and portions of Tracts "C" and "D", "DORAL ESTATES", according to the plat thereof, as recorded in Plat Book 113 at Page 79, both of the Public Records of Dade County, Florida, all being more particularly described as follows:

Begin at the Northwest corner of said Tract 33; thence North 0 degrees 00 minutes 38 seconds East, along the West line of said Tracts 24 and 23 for 512.24 feet; thence North 25 degrees 00 minutes 38 seconds East for 295.00 feet; thence South 88 degrees 41 minutes 47 seconds East, along a line parallel with the South line of said Tract 23, for 140.00 feet; thence South 20 degrees 48 minutes 13 seconds West for 195.00 feet; thence South 9 degrees 41 minutes 47 seconds East for 222.33 feet; thence South 88 degrees 41 minutes 47 seconds East along a line parallel with the South line of said Tract 23 for 478.81 feet; thence South 0 degrees 05 minutes 12 seconds West for 610.35 feet; thence North 88 degrees 41 minutes 21 seconds West along a line parallel with the South line of said Tract 33, for 450.12 feet; thence South 0 degrees 05 minutes 01 seconds East for 165.12 feet; thence South 44 degrees 23 minutes 10 seconds East for 85.88 feet; thence South 86 degrees 41 minutes 06 seconds East for 194.73 feet; thence South 73 degrees 24 minutes 13 seconds East for 151.71 feet; thence South 0 degrees 05 minutes 01 seconds East, along the East line of the West half of said Tract "C", for 172.00 feet; thence South 80 degrees 30 minutes 11 seconds West for 175.87 feet; thence North 88 degrees 41 minutes 06 seconds West, along a line parallel with and 40.00 feet South of as measured at right angles to the North line of said Tract 35 for 486.33 feet; thence North 0 degrees 08 minutes 22 seconds West, along the West line of said Tracts 33, "C" and 35, for 700.15 feet to the Point of Beginning, lying and being in Dade County, Florida and subject to Rights-of-Way of record.

EXHIBIT "A"

LEGAL DESCRIPTION
OF
DORAL COLONY PHASE 1

A portion of Tract 35, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION" of Section 21, Township 53 South, Range 40 East, according to the plat thereof as recorded in Plat Book 2 at Page 17 and portions of Tracts "C" and "D" "DORAL ESTATES", according to the plat thereof as recorded in Plat Book 113 at Page 79, both of the Public Records of Dade County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Tract "C"; thence South 0 degrees 08 minutes 22 seconds East, along the West line of said Tract "C", for 160.91 feet to the Point of Beginning of the following described parcel of land; thence continue South 0 degrees 08 minutes 22 seconds East, along the last mentioned course, for 209.17 feet; thence South 88 degrees 41 minutes 06 seconds East, along a line parallel with and 40.00 feet South of, as measured at right angles to the North line of said Tract 35, for 486.33 feet; thence North 80 degrees 30 minutes 11 seconds East, for 175.87 feet; thence North 0 degrees 05 minutes 01 seconds West, along the East line of the West 1/2 of said Tract "C", for 172.00 feet; thence North 73 degrees 24 minutes 13 seconds West, for 151.71 feet; thence North 88 degrees 41 minutes 06 seconds West, along a line parallel with and 204.92 feet North of, as measured at right angles to the South line of said Tract "C", for 194.73 feet; thence North 44 degrees 23 minutes 10 seconds West, for 61.50 feet; thence South 45 degrees 36 minutes 50 seconds West, at right angles to the last described course, for 55.00 feet; thence South 82 degrees 31 minutes 18 seconds West, for 93.31 feet; thence South 70 degrees 13 minutes 01 seconds West, for 87.52 feet to a point on a curve (said point bears North 30 degrees 58 minutes 14 seconds East, from the radius point of the next described curve); thence Northwesterly, Westerly and Southwesterly, along a circular curve to the left, having a radius of 78.00 feet and a central angle of 47 degrees 45 minutes 00 seconds for an arc distance of 65.00 feet to the Point of Beginning, lying and being in Dade County, Florida.

EXHIBIT "B"

RECORDED IN PUBLIC RECORDS BOOK
OF DADE COUNTY, FLORIDA
SECOND VIEWED
RICHARD P. DRINKER,
CLERK CIRCUIT COURT

1983 JAN 25 PH 12:37

83R020154

OFF 11678 PG 1466

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR DORAL COLONY HOMEOWNERS'

This First Amendment to the Declaration of Covenants, Restrictions and Easements for Doral Colony Homeowners' is made and entered this 2nd day of January, 1983, by Carol Management Corporation, a New York Corporation, doing business as Doral Colony (hereinafter referred to as "DECLARANT").

W I T N E S S E T H :

WHEREAS, the Declarant is currently developing a project located in Dade County, Florida known as the 'Doral Colony Project' and

WHEREAS, pursuant thereto, the Declarant has recorded that certain Declaration of Covenants, Restrictions and Easements for Doral Colony Homeowners', (the "DECLARATION OF COVENANTS"), which Declaration of Covenants was recorded in Official Records Book 11526, at Page 955 of the Public Records of Dade County, Florida; and

WHEREAS, as a result of scrivenors' errors it has been determined that two exhibits were not attached to the Declaration of Covenants upon their recordation, which the Declarant wishes by this Amendment to correct.

NOW, THEREFORE, the Declaration of Covenants are hereby amended as follows:

1. The above recitations are true and correct.
2. The Declaration of Covenants are hereby amended to affix Exhibits "D" and "C" which are attached hereto and made a part hereof.
3. Except as amended herein, the original Declaration of Covenants remains in full force and effect.

IN WITNESS WHEREOF, the party above mentioned has place its hand and official seal the day and year first above written.

Witnesses:

E. Paul Smith
Under Seal

CAROL MANAGEMENT CORPORATION, a
New York Corporation d/b/a Doral
Colony

BY:

Salvatore J. Branciforte
SALVATORE J. BRANCIFORTE, V.P.

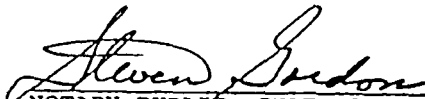
This instrument prepared by
MICHAEL J. HERRON, ESQUIRE
MEYER, WEISS, ROSE, ARKIN & SHOCKETT, P.A.
407 Lincoln Road
Miami Beach, Florida 33139

6100

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
SALVATORE J. BRANCIFORTE, as Vice President of Carol Management
Corporation, a New York Corporation, d/b/a Doral Colony, to me
known to be the person described in and who executed the foregoing
instrument and he acknowledged before me that he executed the
same.

WITNESS my hand and official seal in the County and State
last aforesaid this 20 day of January, 1983.


NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 19 1984
GENERAL INS. UNDERWRITERS



OFF
RE: 11678 PG 1468

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of DORAL COLONY HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 3, 1982, as shown by the records of this office.

The charter number for this corporation is 762284.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of March, 1982.

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

DORAL COLONY HOMEOWNERS ASSOCIATION, INC.

Lois (DC)
Certificate
67-2332
Smith Burg

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of a corporation not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and the powers hereinafter mentioned; to that end, we do, by these Articles of Incorporation, set forth the following:

ARTICLE I

NAME: The name of this corporation shall be

DORAL COLONY HOMEOWNERS ASSOCIATION, INC.

herein referred to as the "Association," whose business will be conducted at Doral Estates subdivision, Dade County, Florida.

ARTICLE II

PURPOSES: The general nature, objects and purposes of this Association are to administer, operate and enforce the provisions of the Declaration of Covenants and Restrictions for Doral Estates and to own certain parcels of real property described in said instrument.

ARTICLE III

ADDRESS: The street address of the registered office of this corporation within the State of Florida will be: 4400 N.W. 87th Avenue, Miami, Florida 33166, or such other place as the Board of Directors of the Association may from time to time choose.

ARTICLE IV

TERM: The term for which this corporation is to exist shall be perpetual.

ARTICLE V

DEFINITIONS:

1. CAROL MANAGEMENT CORPORATION, a New York corporation, their successors and assigns, means the DEVELOPER.
2. ARTICLES means this document.
3. ASSOCIATION means DORAL COLONY HOMEOWNERS ASSOCIATION, INC.
4. BY-LAWS means the By-Laws of the Association.
5. DORAL COLONY means the real property being developed by the DEVELOPER into 19 townhomes although the DEVELOPER has reserved the option to add property to DORAL COLONY so that an additional 70 townhomes may be constructed for a total then of 89 townhomes.
6. All of the definitions set forth in the Declaration of Covenants, Restrictions and Easements for DORAL COLONY HOMEOWNERS are hereby incorporated into these Articles of Incorporation by reference.

ARTICLE VI

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

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Declaration or Easement.

2. The Association shall have all of the powers necessary to implement purposes of the Association, including but not limited to, the following:

(a) To make, establish and enforce reasonable rules and regulations governing the use and maintenance of the Common Areas of DORAL COLONY.

(b) To make, levy and collect assessments against the owners of residential parcels; to provide funds to pay for the expenses of the Association and to use and expend the proceeds of assessments and exercise of the powers and duties of the Association.

(c) To maintain, insure, repair, and replace the Units and the Common Areas, all as set forth in the Declaration of Covenants, Restrictions and Easements for DORAL COLONY HOMEOWNERS.

(d) To reconstruct improvements made to Units and to the Common Areas of DORAL COLONY.

(e) To enforce by legal means, the provisions of the Declaration and the Easement.

(f) To contract with third parties for the accomplishment of the purpose of the Association.

ARTICLE VII

MEMBERS: The qualification of members, manner of their admission to membership, determination of such membership and voting by numbers shall be as follows:

1. The owners of residential parcels in DORAL COLONY shall be members of this Association, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a residential parcel whether by conveyance, devise, or judicial decree. The new owner designated in such deed or such other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the residential parcel designated, shall be terminated. The new owner shall deliver to the Association, a true copy of such deed or instrument of acquisition of title.

3. The share of a member in the funds and assets of the Association, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the residential parcel.

4. Until the DEVELOPER divests itself of ownership by conveyance of residential units of DORAL COLONY or ceases to desire to control this Association, all as more fully set forth in the Declaration of Covenants, Restrictions and Easements for DORAL COLONY HOMEOWNERS, whichever shall first occur, the voting membership of this Association shall be comprised of the subscribers to these Articles, and in the event of the resignation or termination of membership by voluntary agreement by any such subscriber, then the remaining subscribers may nominate and designate a successor-subscriber.

ARTICLE VIII

SUBSCRIBERS: The names and street addresses of the subscribers to these Articles are as follows:

Salvatore J. Branciforte	4400 N.W. 87th Avenue, Miami, Florida	33166
Joel Gray	4400 N.W. 87th Avenue, Miami, Florida	33166
Robert Thrope	4400 N.W. 87th Avenue, Miami, Florida	33166

ARTICLE IX

OFFICERS:

1. The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurers, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

2. The Board shall elect the President, a Vice President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may, in their sole discretion, choose from time to time not to establish and/or elect all of the officers enumerated above.

ARTICLE X

FIRST OFFICERS: The names of the officers who are to serve until the first election of officers of the Board are as follows:

JOEL GRAY	President
ROBERT THROPE	Vice President and Treasurer
SALVATORE J. BRANCIFORTE	Secretary

ARTICLE XI

BOARD OF DIRECTORS:

1. The initial number of members of the Board of Directors shall be three (3). The number of Directors can be from time to time changed by the Board of Directors. The names and street addresses of the first Board of Directors are as follows:

Salvatore J. Branciforte	4400 N.W. 87th Avenue, Miami, Florida	33166
Joel Gray	4400 N.W. 87th Avenue, Miami, Florida	33166
Robert Thrope	4400 N.W. 87th Avenue, Miami, Florida	33166

2. The first election by the members of the Association for Directors shall not be held until after the DEVELOPER has relinquished control of the Association as provided for in the Declaration of Covenants, Restrictions and Easements for DORAL COLONY. Thereafter, the election of Directors shall take place annually at the annual members meeting. After the DEVELOPER has relinquished control, there shall be a special meeting of the members for the purpose of electing a Board to serve until the annual members meeting.

ARTICLE XII

INDEMNIFICATION:

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with the proceeding to which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights of indemnification to which such Director or officer may be entitled whether by statute or common law.

ARTICLE XIII

BY-LAWS:

The By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the same manner set forth in the By-Laws for amendment of the By-Laws.

ARTICLE XIV

AMENDMENTS:

These Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by two-thirds (2/3) percent of the members of the Association.
3. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration.
4. Notwithstanding the foregoing provisions of this Article, no amendment to these Articles which shall abridge, amend or alter the rights of the DEVELOPER, including the right to designate and select members of the First Board of Directors provided in Article X hereof, may be adopted or become effective without the prior written consent of the DEVELOPER.

ARTICLE XV

REGISTERED AGENT:

The initial Registered Agent of the corporation for the purposes of accepting service of process shall be MICHAEL J. HERRON, ESQ., whose

address within this State is as follows: 407 Lincoln Road, Miami Beach, Florida 33139. Thereafter, the Registered Agent can be changed from time to time by the Board of Directors.

IN WITNESS WHEREOF, the initial subscribers have hereunto affixed their signatures to these Articles of Incorporation this 24 day of February, 1982.

Salvatore J. Branciforte
SALVATORE J. BRANCIFORTE

Joel Gray
JOEL GRAY

Robert F. Thrope
ROBERT THROPE.

STATE OF FLORIDA)

SS:

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 24 day of February, 1982, by SALVATORE J. BRANCIFORTE, JOEL GRAY, and ROBERT THROPE.

Howard Gordon
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 19 1984
COUNTY OF DADE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
 DOMICILE FOR THE SERVICE OF PROCESS WITHIN
 FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY
BE SERVED

IN COMPLIANCE with Section 48.091, Florida Statutes, the following
 is submitted:

FIRST: That DORAL COLONY HOMEOWNERS ASSOCIATION, INC. desiring
 to organize or qualify under the laws of the State of Florida, with its
 principal place of business at the City of Miami Beach, State of Florida,
 has named MICHAEL J. HERRON, ESQ., located at 407 Lincoln Road, Miami
 Beach, Florida 33139, as its Agent to accept service of process within the
 State of Florida.

Salvatore J. Branciforte
 SALVATORE J. BRANCIFORTE
 Incorporator President
 Title
February 24 1982
 Date

HAVING BEEN named to accept service of process for the above stated
 Corporation, at the place designated in this Certificate, I HEREBY AGREE to
 act in this capacity, and I FURTHER AGREE to comply with the provisions of
 all Statutes relative to the proper and complete performance of my duties.

Michael J. Herron
 MICHAEL J. HERRON
2/25/82
 Date

BY-LAWS
OF
DORAL COLONY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

- 1.1 Association shall mean the DORAL COLONY HOMEOWNERS' ASSOCIATION, INC.
- 1.2 Declaration shall mean the Declaration of Covenants and Restrictions for the DORAL COLONY HOMEOWNERS' to be recorded among the Public Records of Dade County, Florida.
- 1.3 Articles shall mean the Articles of Incorporation for DORAL COLONY HOMEOWNERS' ASSOCIATION, INC.
- 1.4 All definitions contained in the Declaration are incorporated herein by reference.

ARTICLE II
OFFICES

The principal office of the Association shall be at 4400 N.W. 87th Avenue, Miami, Florida 33166, or such other place in Dade County, Florida as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS AND MEMBERSHIP MEETINGS

3.1 Members. Only record owners of fee interests in a Unit may be members of the Association, and every such record owner shall be a member. When the ownership of a fee interest in a Unit changes, the previous Owner's membership shall terminate and the new Owner's membership shall begin. Within ten (10) days of receipt of the instrument transferring title to him, the new Owner shall give the Association a copy of such instrument.

3.2 Transfer of Membership. A member's share in the assets of the Association and the right to membership are transferrable only as an appurtenance to a Unit.

3.3 Vote. The Owners of each Unit shall be entitled to one combined vote at members' meetings. The vote for each Unit owned by two or more persons shall be cast by one of its owners who has been designated as the "Voting Member" in a signed certificate filed with the Association. If a Unit is owned by a corporation or other type of entity, the entity shall designate one of its officers, directors, shareholders partners or other person appropriate to that type of entity as the Voting Member. If a husband and wife own a Unit, no Voting Member need be designated and either spouse may cast that Unit's vote. No Voting Member may vote during any period in which the assessment for his Unit is past due or during any period during which the owners of his Unit are in violation of any Association rules and regulations.

3.4 Annual Meeting. The annual members' meeting shall be held at 7:30 P.M. on the first Wednesday in November which is not a legal holiday. The first annual meeting shall be held in the year in which the first Unit is transferred by the Developer to a third party in the ordinary course of business. At annual meetings, officers shall give reports, elections of directors shall take place, a budget shall be adopted and the assessments for the next year determined and any other members' business property presented to the meeting shall be transacted.

3.5 Special Meetings. Special meetings of the members may be called by any officer, a majority of the Board of Directors or by one-third of the Voting Members.

3.6 Notice and Place of Meetings. Notice of all members meetings shall be given by the Secretary and shall state the time, place and purpose of the meeting. Unless notice is waived in writing, notice shall be sent to each member at his address as it appears on the books of the Association.

Notice shall be sent by regular mail or shall be delivered by hand at least 10 days prior to the date the meeting is to be held. Proof of such mailing or delivery shall be by affidavit of the person who mailed or delivered it. Notice of the meeting may be waived before, during or after meetings by the signing of a waiver.

3.7 Quorum. A quorum at a members' meeting shall be a majority of the Voting Members whether present in person or by proxy. In the event a quorum is not present at a meeting, then a majority of the Voting Members who are present may either:

(i) Adjourn the meeting to a date which is no later than seven (7) days from the date of the originally scheduled meeting, and at such rescheduled meeting twenty-five percent (25%) of the voting members shall constitute a quorum (and if a quorum is not then present, then those members in attendance may again reschedule the meeting to a time which is not later than seven (7) days from the first rescheduled meeting, and ten percent (10%) of the Voting Members shall then constitute a quorum); or

(ii) Take any authorized action subject to the written approval of a number of Voting Members equal to the difference between the minimum number of Voting Members necessary to constitute a quorum and the number of Voting Members in attendance who voted for such action, provided the total affirmative votes is at least equal to the number which is required to authorize such action.

3.8 Action. Unless otherwise stated in these By-Laws, the Declaration or the Articles and unless otherwise required by Statute, the act of a majority of the Voting Members present at a meeting in which a quorum was present shall constitute the act of the entire membership. In no event may any action be taken which would affect the Developer without first obtaining the Developer's written consent thereto. Any action which could under Florida law be taken at a meeting of members may be taken without a meeting if authorized in writing by a majority of all Voting Members and if thereafter filed with the Secretary of the Association.

3.9 Classes of Members. There shall be two (2) classes of membership, as follows:

(a) Class A. As long as there is a Class B membership, Class A members shall be all Unit Owners other than the Developer. Each Unit whose owners are Class A members shall be entitled to one vote at members' meetings.

(b) Class B. The Developer shall be the only Class B member and shall have one vote for every Unit it owns plus two votes for every Class A vote. Upon the earlier of the following to occur, the Class B membership shall terminate and the Developer shall be a Class A member with regard to Units it owns:

1. Thirty (30) days after Developer terminates the Class B membership by so notifying the Association in writing; or
2. When the last Unit expected to be constructed is conveyed to a purchaser.

ARTICLE IV

DIRECTORS

4.1 Number. The first Board of Directors shall consist of three persons. The number of Directors may be increased or decreased from time to time by an amendment to these By-Laws, but in no event shall there be less than three directors.

4.2 Members. All Directors elected by the members must be members of the Association.

4.3 Election. Election of the Board of Directors shall be as follows:

(a) Election shall be by a plurality of the votes cast at the members' meeting.

(b) The Developer shall elect all Directors until the earlier of the time when the Developer no longer holds or intends to develop any Unit for sale to customers in the ordinary course or December 31, 1987, whichever first occurs. Within sixty (60) days of the earlier of the aforementioned times, the Developer shall call a special meeting of the Directors at which time new Directors shall be elected and the Directors elected by the Developer shall resign.

(c) Vacancies caused by death, resignation, incapacity or removal of a Director shall be filled by the remaining Directors who shall appoint a substitute to serve until the election and qualification of successors at the next annual members' meeting. However, as long as the Developer has elected any Director, the Developer shall fill any vacancy in the Board.

4.4 Term. Each Director shall serve until their successors are duly elected and qualified, until they resign or until they are removed.

4.5 Removal of Directors. A Director may be removed from office at a members' meeting upon the affirmative vote of a majority of the Voting Members for any reason deemed by the Voting Members to be in the best interests of the Association; provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made and if such Director is present, he or she shall be given an opportunity to be heard at such meeting prior to the vote on his or her removal and provided further that a Director elected or appointed by the Developer may be removed only by the Developer and his successor named only by the Developer.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors and the meeting shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

4.7 Special Meetings. Special meetings of the Directors may be called by the President or Vice-President and must be called by the Secretary at the written request of one-third of the members of the Board of Directors; not less than three days' notice of the meeting shall be given. Notice shall be given personally, by mail, or by telegraph and shall state the time, place and purpose of the meeting and the meeting shall be open to all members of the Association.

4.8 Quorum. A majority of the Directors shall constitute a quorum at the Directors meeting. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

4.9 Waiver of Notice. Any Director may waive notice of the meeting before or after the meeting, and such waiver shall be deemed equivalent to his having received notice.

4.10 Presiding Officer. The presiding officer at a Board of Directors meeting shall be the President. In the President's absence, the Directors present shall designate any one of their number to preside.

4.11 Relinquishment of Control. The Developer may relinquish control of the Board of Directors at any time it chooses by calling a special meeting of members for that purpose at which meeting the members shall elect the new Directors.

ARTICLE VOFFICERS

5.1 Officers. The executive officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice-President, a Treasurer, and a Secretary. The officers shall be elected annually by the Board of Directors and, they each may pre-emptorily be removed by majority vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and assistant officers and shall designate such powers and duties as the Board of Directors shall determine are required to manage the affairs of the Association. The Board of Directors from time to time may eliminate certain of the offices enumerated hereunder and/or assign their functions to an agent. Any two or more offices may be held by the same person.

5.2 President. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members and to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board of Directors and of the members.

5.3 Vice President. The Vice-President, in the absence or disability of the president, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors. In the event there shall be more than one Vice-President elected by the Board, then they shall be designated "First" and "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

5.4 Secretary. The Secretary shall send notices of meetings and keep the minutes of all proceedings of the Directors and the members. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of Treasurer and shall perform all of the duties incident to the office of the Secretary of an Association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 Treasurer. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer.

5.6 Vacancies. A vacancy in any office shall be filled in the manner provided for the election of officers.

ARTICLE VIDUTIES OF DIRECTORS

The Association shall act through its Board of Directors which shall perform all of the obligations of the Association. These obligations include, but are not limited to, maintaining, repairing, and replacing any property it owns or has assumed the obligation to maintain; procuring insurance on such property; servicing or hiring employees to service the property; collecting and enforcing the collection of assessments needed to provide funds for the Association; keeping records of all Association affairs and presenting a statement thereof to the members at their annual meeting; managing the Association's funds; borrowing money and incurring indebtedness for Association purposes and executing all required documents in connection therewith; enforcing these By-laws, the Articles of Incorporation and the

Declaration; and adopting and enforcing such Rules and Regulations as it deems necessary.

ARTICLE VII

FISCAL MANAGEMENT

7.1 General. The following shall govern the fiscal management of the Association:

- a. The fiscal year shall be the calendar year.
- b. The cash basis method of accounting shall be used.
- c. All Association income (including assessments) shall be used to pay expenses; the excess shall be held in reserve for future expenses.

7.2 Accounts. Association funds shall be held in such bank and savings accounts as the Board of Directors shall determine from time to time. Withdrawals from such accounts shall be made by checks or withdrawal requests signed by at least two of the officers of the Association.

7.3 Audit. An uncertified audit of the Association's accounts shall be prepared annually by an accountant, an auditor or a certified public accountant and shall be furnished to each member no later than the February 1, following the year to which it applies.

ARTICLE VIII

ASSESSMENTS

8.1 Fixing Assessments. The Owners of each Unit shall be obligated to pay their proportionate part of any annual assessment determined by the Board of Directors in accordance with the following:

- a. The Directors shall prepare a proposed budget which shall include all anticipated Association expenses for the following year including, but not limited to, the costs of:
 1. Maintaining, repairing, replacing (if needed), insuring, and servicing the property it owns or has agreed to maintain.
 2. Paying all taxes on the property it owns.
 3. Paying all utility charges for service rendered to the property it owns or has agreed to maintain.
 4. Hiring employees as needed.
 5. Establishing a contingency reserve for maintenance, repair and replacement.
- b. The budget shall be allocated to each Unit in accordance with the Declaration. Such sum shall be the annual assessment.
- c. The budget shall also set forth any proposed special assessment which shall be allocated equally among the Unit.
- d. The budget shall set forth the due date or dates for the assessments and the date when such assessments will be considered past due.
- e. A copy of the budget shall be furnished to each member at least 30 days before the year to which it applies.

8.2 Liens. If any Assessment is unpaid, the Association may file a Claim of Lien against the Unit whose Owners are delinquent and such lien may

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be foreclosed in the same manner as a mortgage. The Association may also bring an action at law against the delinquent Owner personally.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding in which they may become involved by reason of being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred. However, if the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the aforementioned indemnity shall not apply. The indemnification shall apply to any settlement which the Board approves as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights of indemnification to which such Director or officer may be entitled by statute or common law.

ARTICLE X

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest shall be invalid, void or voidable solely for this reason or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is, or may be interested in any such contract or transaction.

ARTICLE XI

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XII

AMENDMENTS

12.1 These By-Laws may be amended in the manner provided in the Articles of Incorporation.

12.2 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any approved mortgage or the rights of the Developer unless such approval has been evidenced by the written consent of an approved Mortgagee or the Developer.

Adopted by unanimous consent of the Board of Directors on 20 June
1982.

Attest:

Sylvia Brainerd
Secretary

(SEAL)

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

SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR DORAL COLONY HOMEOWNERS

This Seventh Amendment to the Declaration of Covenants, Restrictions and Easements for DORAL COLONY HOMEOWNERS ("Declaration"), made and entered into this 19th day of December, 1988, by CAROL MANAGEMENT CORPORATION, a New York corporation authorized to do business in the State of Florida ("Declarant");

WITNESSETH:

WHEREAS, in connection with the Doral Colony Project, the Declarant has recorded a certain Declaration in Official Records Book 11526 at Page 955 ("Declaration"); as amended in Official Records Book 11678, Page 1466; Official Records Book 11727, Page 496; Official Records Book 12301, Page 616; Official Records Book 12649, Page 2241; Official Records Book 13230, Page 1952, and in Official Records Book 13683, Page 695, all of the Public Records of Dade County, Florida; and

WHEREAS, the Declarant desires to amend and expand the provisions of Article XIV of the Declaration as set forth herein.

NOW, THEREFORE, pursuant to Article XVII, Section 5, of the Declaration, Declarant amends Article XIV of the Declaration as follows:

1. The easements granted in the Sixth Amendment to the Declaration of Covenants, Restrictions and Easements for Doral Colony Homeowners recorded in Official Records Book 13683, Page 695, of the Public Records of Dade County, Florida, are hereby revoked and shall hereafter be null and void and of no further force and effect.
2. The following non-exclusive easements are hereby granted over the hereinafter described lots and blocks in DORAL COLONY PHASE 3, Plat Book 128, Page 15, of the Public Records of Dade County, Florida:
 - a. over the rear 5 feet of Lot 1 and over the rear 7 feet of Lot 8 in Block 8 for the benefit of the Owners of Lots 1 and 8 and 2 and 7 in Block 8 and the Homeowners' Association;
 - b. over the rear 5 feet of Lot 2 and over the rear 7 feet of Lot 7 in Block 8 for the benefit of the Owners of Lots 2 and 7 in Block 8 and the Homeowners' Association;
 - c. over the rear 5 feet of Lots 1 and 8 in Block 9 for the benefit of the Owners of Lots 1 and 8 and 2 and 7 in Block 9 and the Homeowners' Association;

- d. over the rear 5 feet of Lots 2 and 7 in Block 9 for the benefit of the Owners of Lots 2 and 7 in Block 9 and the Homeowners' Association;
- e. over the rear 5 feet of Lot 4 and over the rear 7 feet of Lot 5 in Block 8 for the benefit of the Owners of Lots 4 and 5 and 3 and 6 in Block 8 and the Homeowners' Association;
- f. over the rear 5 feet of Lot 3 and over the rear 7 feet of Lot 6 in Block 8 for the benefit of the Owners of Lots 3 and 6 in Block 8 and the Homeowner's Association;
- g. over the rear 5 feet of Lots 4 and 5 in Block 9 for the benefit of the Owners of Lots 4 and 5 and 3 and 6 in Block 9 and the Homeowners' Association;
- h. over the rear 5 feet of Lots 3 and 6 in Block 9 for the benefit of the Owners of Lots 3 and 6 in Block 9 and the Homeowners' Association.

to provide access to the rear yards of the designated lots in order to perform maintenance, to make repairs and improvements, and to permit the Doral Colony Homeowners' Association to carry out its obligations under the Declaration for the benefit of the individual lot owners in said blocks.

3. Nothing herein contained shall prevent the Developer from erecting walls on the rear lot line, on the interior boundary line of the above-described easements or along each individual side lot line as long as there is an access gate on either side or the rear of a lot to permit the utilization of the easements.

IN WITNESS WHEREOF, the Declarant has executed this ^{SEVENTH} ~~SIXTH~~ Amendment the day and year first above written.

Witnesses:

Charles J. ...
Harvey A. Rodriguez

CAROL MANAGEMENT CORPORATION

By: *Salvatore J. Branciforte*
 Salvatore J. Branciforte
 Executive Vice President

(Corporate Seal)

THE DORAL COLONY HOMEOWNERS' ASSOCIATION, a Florida non-profit corporation, does hereby join in the execution hereof, for the purposes of acknowledging the easement created herein.

Charles J. ...
Harvey A. Rodriguez

DORAL COLONY HOMEOWNERS' ASSOCIATION

By: *Robert Stone Sr.*
 Robert Stone, Sr.,
 Vice President

(Corporate Seal)

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing was acknowledged before me by SALVATORE J. BRANCIFORTE, as Executive Vice President of CAROL MANAGEMENT CORPORATION, a New York Corporation, authorized to do business in the State of Florida, on behalf of the Corporation, on this 14 day of December, 1988.

[Signature]
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 26, 1992
BONDED THRU GENERAL INS. CO.



STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing was acknowledged before me by ROBERT STONE, SR., as Vice President of DORAL COLONY HOMEOWNERS' ASSOCIATION, a Florida non-profit corporation, on behalf of the Corporation, on this 14 day of December, 1988.

[Signature]
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 26, 1992
BONDED THRU GENERAL INS. CO.



This instrument prepared by:

L. Jules Arkin, Esquire
Therrel Baisden & Meyer Weiss
1111 Lincoln Road, Suite 500
Miami Beach, Florida 33139

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 26, 1992
BONDED THRU GENERAL INS. CO.
RICHARD P. ESTEY
CLERK CIRCUIT COURT

Doral and