

**KENLAND COURT
HOMEOWNERS ASSOCIATION**

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
KENLAND COURT

THIS DECLARATION OF COVENANTS AND RESTRICTIONS for KENLAND COURT is made and executed this _____ day of _____, 1981 by CHARTERLAND ASSOCIATES, a joint venture under the laws of the State of Florida, hereinafter called "DEVELOPER".

WHEREAS, DEVELOPER is the owner of the real property located in Dade County, Florida, and platted as KENLAND COURT, according to the Plat thereof recorded in Plat Book _____ at Page _____ of the Public Records of Dade County, Florida, which property is hereinafter referred to as KENLAND COURT; and

WHEREAS, DEVELOPER desires to provide a plan for the development, management and maintenance of KENLAND COURT as a residential community, and to promote the recreation, health and safety and general welfare of the residents of KENLAND COURT;

NOW, THEREFORE, DEVELOPER declares that KENLAND COURT and any other real property which may be hereafter included in and subjected to the operation and effect of this Declaration of Covenants and Restrictions in the manner provided in this instrument, shall be held, conveyed, occupied and utilized subject to the easements, restrictions, covenants, conditions, charges and liens hereinafter provided in this instrument, which shall be and constitute covenants running with the land, binding upon and inuring to the benefit of all parties having or acquiring any right, title, lien, or interest in said real property, or any part thereof, and their heirs, successors and assigns.

ARTICLE 1
DEFINITIONS

1.1. Terms and Definitions:

When used in this instrument, the following words shall have the following meanings:

- (a) "ASSOCIATION" shall mean and refer to KENLAND COURT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

(b) "BLOCK" shall mean and refer to any group of lots subject to this Declaration in which each lot has a common lot line with at least one other lot in the group. The Blocks in KENLAND COURT, as platted are consecutively numbered from 1 to 38.

(c) "BUILDING" shall mean and refer to any single structure located upon two or more lots and containing two or more attached Units sharing one or more party walls.

(d) "COMMON AREA" shall mean and refer to all land and improvements thereon subject to this Declaration intended for the common use and enjoyment of Owners. Tract "A" in KENLAND COURT, as same is platted, except such portion of said Tract "A" as is limited Common Property as hereinafter defined, is Common Area in KENLAND COURT.

(e) "COVENANTS AND RESTRICTIONS" shall mean and refer to the terms, provisions, covenants, conditions, restrictions, easements, charges and liens contained in this instrument and any amendments and supplements adopted and recorded in accordance with the provisions of this instrument.

(f) "DECLARATION" shall mean and refer to this instrument and any amendments and supplements adopted and recorded in accordance with this instrument.

(g) "DEVELOPER" shall mean and refer to CHARTERLAND ASSOCIATES and successors and assigns of CHARTERLAND ASSOCIATES designated by CHARTERLAND ASSOCIATES or a successor Developer in a written instrument executed with the formalities of a deed and recorded in the Public Records of Dade County, Florida.

(h) "KENLAND COURT" shall mean and refer to the real property in Dade County, Florida, platted of record in the above described Plat entitled "KENLAND COURT".

(i) "LIMITED COMMON PROPERTY" shall mean and refer to such portions of the Common Area as shall be designated and intended for the exclusive use of the Owners of specific lots to which such Limited Common Property shall be assigned in the manner hereinafter provided.

(j) "LOT" shall mean and refer to any of the separate plots of land into which each Block is subdivided, each of which Lots is numerically or alphabetically identified on the Plat in which it is contained. The Lots in the Plat of KENLAND COURT hereinabove described are numerically designated.

(k) "MEMBER" shall mean and refer to a person or entity holding membership in Association. Each Owner and Developer shall be a Member, provided that Developer shall cease to be a Member upon the conveyance of record by Developer of the last Lot subject to the Declaration owned by Developer.

(l) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest only as security for the performance of an obligation and excluding Developer.

(m) "PROPERTIES" shall mean and refer to KENLAND COURT as platted in the above described Plat and any real property which may hereafter be submitted and subjected to the operation and effect of the Declaration in the manner hereinafter provided.

(n) "RULES AND REGULATIONS" shall mean and refer to such rules and regulations applicable to the Properties, Members and invitees as the Board of Directors of Association may adopt from time to time in accordance with the provisions of the Declaration and the Certificate of Incorporation and By-Laws of Association.

(o) "SUPPLEMENTAL DECLARATION" shall mean and refer to the document by which Developer may hereafter submit and subject real property other than the property platted as KENLAND Plat in the above described Plat to the operation and effect of the Declaration in accordance with the provisions of the Declaration.

(u) "UNIT" shall mean and refer to that part of a Building designed and intended for use and occupancy as a single-family residence on a single Lot. Where the context so admits or requires the terms "Lot" and "Unit" shall be mutually inclusive and interchangeable.

ARTICLE II SUBJECT PROPERTY

2.1 Initial Property:

Initially, the real property which is subject to this Declaration and which shall be held, transferred, sold, conveyed, utilized, enjoyed and occupied subject to this Declaration is the Property platted as KENLAND COURT in accordance with the above described Plat.

2.2 Additions:

Real property other than that platted in the above described Plat of KENLAND COURT may be submitted and made subject to this Declaration in the following manner:

(a) By Developer: Developer shall have the right to annex to the initial development under this Declaration and to submit and subject to the operation and effect of this Declaration such additional real property as Developer shall, in its sole discretion, determine, provided that such annexation and submission shall be made not later than ten (10) years after the date of the recording in the Public Records of Dade County, Florida, of this Declaration.

(b) By Association: Association, upon the affirmative vote of a majority of the Owners voting in person or by proxy at a regular meeting of the Members of the Association or at a meeting of the Members duly called for that purpose, may annex and submit to the operation and effect of this Declaration additional real property, provided that all of the Owners of the property to be annexed shall consent to such annexation by written instrument executed with the formalities of a deed, and further provided that so long as Developer shall be the owner of any real property subject to the Declaration, no such annexation shall be effective without the prior written consent of Developer executed with the formalities of a deed.

2.3 Recording Supplemental Declaration:

The annexation of additional real property and the submission of same to this Declaration shall be by the filing in the Public Records of Dade County, Florida, of a Supplemental Declaration of Covenants and Restrictions executed by the appropriate party with the formalities of a deed and with which shall be filed of record any required consents.

2.4 Merger and Condolidation of Associations:

Upon merger or consolidation of another association with the Association, all of the property, rights and obligations of Association may be transferred to the surviving or consolidated association, or, all of the property, right and obligations of such other association may be transferred and added to the property, rights and obligations of Association as the surviving corporation in merger. The surviving or consolidated association may administer the covenants and restrictions established in this Declaration within the property thereby covered immediately prior to such merger or consolidation, together with the covenants and restrictions affecting any other property as one plan. However, no such merger or consolidation shall effect any revocation, alteration or addition to the covenants

established in this Declaration within the property subject thereto immediately prior to such merger or consolidation, except by amendment in the manner hereinafter provided in this Declaration.

ARTICLE III **PROPERTY RIGHTS**

3.1 Title to Common Area:

At the time of the filing for record of this Declaration, Developer is the owner and holder of title to all of the Lots, Common Area and Limited Common Property subject to the Declaration. Developer may retain title to all or any part of the Common Area and Limited Common Property until such time as, in the sole opinion and discretion of Developer, all improvements have been completed on the Common Area and Limited Common Property and the Association is able to maintain same, at which time Developer shall convey by Special Warranty Deed the Common Area and Limited Common Property to the Association, subject to the rights therein of all Owners and to the right of the Developer as hereinafter provided to assign Limited Common Property to Grantees of Lots in conveyances thereafter made by Developer. The Special Warranty Deed of the Common Area and Limited Common Property shall be made subject to taxes for the year of conveyance and to the restrictions, conditions, limitations and easements of record.

3.2 Owners' Easement of Enjoyment:

Every Owner (unless such owner has leased his unit) and every Lessee of any unit shall have a right and easement of enjoyment in and to the Common Area which right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

(a) This Declaration, the provisions of any recorded plat including the Lot, the Certificate of Incorporation and By-Laws of the Association.

(b) Reasonable rules and regulations adopted by Association governing the use and enjoyment of the Common Area and Limited Common Property, which rules and regulations may include the imposition of reasonable charges for admission and other fees for use of facilities in the Common Area.

(c) Right of Association to suspend the right of any Owner to use Common Areas for any period during which any assessment against his Lot remains unpaid and for such period as the Board of Directors of Association may determine for infractions of the rules and regulations or By-Laws of Association or the provisions of this Declaration.

(d) The right of Association to encumber the Common Area or any portion thereof for purposes of the improvement or repair of property of Association if authorized by the prior written consent of two-thirds (2/3) of the Owners provided that so long as Developer shall be a Member no such encumbrance shall be placed without the prior written consent of Developer executed by Developer with the formalities of a deed.

(e) The right of Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, if authorized by the prior written consent of two-thirds (2/3) of the Owners, provided that so long as Developer shall be a Member no such dedication or transfer shall be made without the prior written consent of Developer executed by Developer with the formalities of a deed.

3.3 Delegation by Owner:

Any Owner may delegate his right of use and enjoyment of the Common Area to members of his family, guests and tenants subject to such rules and regulations as may be adopted from time to time by Association. Except as herein provided, the right of use and enjoyment

of Common Area may not be assigned, transferred or delegated.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

4.1 Membership:

All persons or entities who are record owners of the fee simple title to Lots shall be Members of Association, provided that no person or entity who holds any such interest only as security for the performance of an obligation shall be a Member by virtue of such interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2 Classes:

There shall be two classes of Membership in the Association, designated Class A and Class B, respectively. Class A Members shall be all Owners of Lots, except Developer. Developer shall be the Class B Member.

4.3 Voting Rights of Membership Classes:

The voting rights of the respective classes of Membership shall be follows:

Class A: Class A Members shall be entitled to one vote for each Lot owned on all matters on which Class A Members shall be entitled to vote. In any case in which more than one person or entity is the owner of the fee simple record title to any Lot, all such persons and entities shall be Members and the vote for such Lot shall be cast by the person named in a certificate signed by a majority of such owners filed with the Secretary of the Association, the last filed such certificate being effective and repealing any previous such certificates. As to any Lots owned by husband and wife, either may cast the vote for that Lot and no certificate designating the

spouse to cast the vote shall be required. In no event may more than one Class A vote be cast with respect to any Lot.

Class B: Class B Members shall be entitled to four (4) votes for each Lot owned by the Class B Member upon all matters on which Members of the Association shall be entitled to vote.

4.4 Termination of Class B Membership:

The Class B Membership shall cease and terminate upon the conveyance of record by Developer of the last Lot owned by Developer subject to the Declaration. Upon the termination of the Class B Membership, there shall be only one Class of Members in the Association entitled to vote as provided for Class A Members in Section 4.3.

ARTICLE V
MAINTENANCE OF COMMON AREA AND LIMITED COMMON PROPERTY

5.1 Common Area and Limited Common Property Maintenance by Association:

Association shall at all times maintain the Common Area and the Limited Common Property in good condition and repair. Maintenance of the Common Area and Limited Common Property by the Association shall include but not be limited to landscaping, paving, pools, shelter buildings at the pools, any recreational facilities and all fixtures, equipment, appliances, apparatus and personalty owned by the Association.

ARTICLE VI
LOT AND UNIT MAINTENANCE

6.1 Interior Maintenance:

The maintenace of the interior of each Unit shall be the responsibility of the owner of the Unit and the Unit Owner shall maintain the interior of his Unit in good, clean and sound condition. For the purposes hereof the interior of the Unit shall include all elements

within the boundary walls and from the undersurface of the ground floor slab to the interior of the roof of the Unit and particularly the interior wiring, plumbing and heating and cooling equipment. Interior maintenance of each Unit shall be at the cost and expense of the Unit Owner.

6.2 Exterior Maintenance:

The Owner of each Lot shall maintain the exterior of the structures thereon and the Lot in good clean and sound condition at his own cost and expense, provided that exterior painting shall be provided and the cost thereof assessed by the Association as hereinafter provided. If any Owner of any Lot shall fail to maintain the exterior of the Unit thereon and the Lot in a manner satisfactory to the Board of Directors of Association, then upon a two-thirds vote of the Board of Directors, Association shall have right, through its agents and employees, to enter upon said Lot and to execute such repairs and maintenance as may be required to restore the exterior of the Unit and the Lot to good, sound and clean condition satisfactory to the Board of Directors. The cost of any such exterior repair and maintenance performed on any Lot by Association shall be added to and become a part of the next monthly assessment to which such Lot is subject.

6.3 Exterior Painting of Units:

From time to time as the Board of Directors of Association shall determine by a vote of two-thirds of the Board of Directors, the Association shall designate the Buildings then requiring exterior painting and the exteriors of all Units in the Building or Buildings designated by such vote of the Board of Directors shall be painted. The exterior of all Units in any Building so designated shall be painted at the same time. The painting shall be done in such color, trim and to such other specifications as shall be adopted by the Board of Directors. The cost of such exterior painting shall be

apportioned in each Building painted over the Units contained in that Building, the cost apportioned to each Unit to be directly proportional to the number of square feet of floor space contained in that Unit as compared to the total number of square feet of floor space contained in the Building, and the amount apportioned to each Unit shall be added to and become a part of the next monthly assessment becoming due on that Unit.

6.4 Unit Roof Maintenance and Repairs:

The following provisions shall apply to the maintenance, repair or replacement of the roofs of the Units:

(a) It shall be the responsibility of each Owner to maintain in good, sound and watertight condition any roof which covers only his own Unit or a portion thereof and which does not extend to cover a Unit or any portion thereof located on any other Lot than the Lot upon which his Unit is located.

(b) Maintenance of a continuous roof covering Units or portions thereof on more than one Lot shall be the responsibility of the Owners of such Units and shall be done at their joint cost and expense shared in direct proportion to the number of square feet of such roof covering each of their Units, respectively.

(c) If a roof leak emanating from one Owner's roof causes water or other material from the roof to enter another Owner's Unit, then the Owner in whose roof the leak has occurred shall promptly upon notice of such occurrence cause the necessary maintenance, repair or replacement to be accomplished and should such Owner fail to do so, then the Association shall cause such repair, maintenance or replacement to be made and shall assess the cost thereof against the Unit Owner or Unit Owners in accordance with the provisions of this Article VI and such assessment shall be added and become due and payable as part of the next monthly assessment thereafter becoming due.

6.5 Uniformity of Roofs:

All roof maintenance, repair and replacement shall be done in such manner as to preserve the uniform appearance of the roofs in all Blocks and in accordance with such specifications as may be adopted from time to time by the Board of Directors. All roof work shall be done in such manner and with such materials as to preserve the uniform appearance of the roofs and to avoid the appearance of patching in the view of the roofs from any part of the Common Area, the Limited Common Property, any Lot, or from the windows or doorways of any Unit.

6.6 Party Walls:

Each wall built as part of the original construction of the Units and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article VI, the general rules of law regarding party walls and liability for damage due to negligence or wilful acts or omissions with regard to party walls shall apply. The following provisions of this Section 6.6 of this Article shall apply with regard to party walls:

(a) The cost of repair and maintenance of a party wall shall be shared by the Owners whose Units abutt and utilize the party wall. Each Unit shall bear such cost in the same proportion as the number of square feet of surface of the party wall contained in his Unit bears to the total number of square feet of the party wall contained in the Units sharing same.

(b) If a party wall shall be destroyed or damaged by fire or other casualty, the Owners whose Units utilize the wall shall restore it, provided that if any of them shall fail or refuse to participate in such restoration, then any Owner whose Unit utilizes the wall may restore it and all Owners whose Units utilize the wall shall contribute to the cost of such restoration in the same proportion as above stated with regard to maintenance of the party wall, without prejudice, however, to the right of any such Owner to demand a larger

contribution from any other Owner under any applicable rule of law regarding liability for negligent or wilful acts or omissions.

(c) Any Owner who by his negligence or wilful act causes a party wall or any portion thereof not intended to be exposed to the elements to be so exposed, shall bear the entire cost of furnishing necessary protection of the wall against the elements.

(d) The right of any Owner to contribution from any other Owner under this Section 6.6 shall be appurtenant to his Unit and shall constitute a covenant running with the land and the obligation of any Owner to make contribution under this Section shall likewise constitute an appurtenance to his Unit and a covenant running with the land.

6.7 Arbitration Regarding Roofs and Party Walls:

In the event that any dispute shall arise under this Article VI concerning any roof or party wall the dispute shall be promptly submitted to arbitration, each party to the dispute selecting one arbitrator and such arbitrator choosing one additional arbitrator. The matter shall be submitted to the board of arbitration so selected and the decision shall be by a majority of the arbitrators. The rules and procedures in such arbitration shall be in accordance with the Rules of the American Arbitration Association, to the extent that such Rules shall be appropriate.

ARTICLE VII
FAILURE OF OWNER TO PERFORM OBLIGATORY MAINTENANCE

7.7 Performance by Association:

If any Owner shall fail to perform any obligation of maintenance which shall be his under the provisions of this Declaration, Association shall have the right to perform same and to assess the cost of such maintenance plus a fee of 50% of the actual cost of the work for procuring same to be done and overseeing its performance against the Unit of such defaulting Owner and such assessment shall be added

to and become due and payable as part of the next monthly assessment becoming due.

ARTICLE VIII
RIGHT OF ENTRY OF ASSOCIATION FOR MAINTENANCE

8.1 Right of Entry:

Association shall have the right of entry into any Lot or Unit for the purpose of performing any maintenance or repair the right to perform which is granted to Association in this Declaration. Such right of entry may be exercised by Association through its agents, employees and contractors. Association shall give reasonable notice whenever practicable of its intention to exercise its right of entry for the performance of maintenance to any Owner upon whose Lot or Unit such entry shall be intended, provided that in emergency there shall be no requirement of notice. If Association shall have given notice of intended entry advising Owner of the time thereof, or in the case of emergency, if Association or its designees shall be unable otherwise to gain entry, same may be accomplished by removing any lock or impediment to such entry without Association or any of its designees thereby becoming liable for such entry.

ARTICLE IX
ASSESSMENTS

9.1 Creation of Lien and Personal Obligation for Assessments:

The Developer, for each Lot owned by Developer, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, irrespective of whether it shall be so stated in said deed, shall be deemed to covenant and agree to pay to the Association (a) annual assessments or charges, (b) special assessments for capital improvements or repairs, and (c) all other assessments for maintenance and other expenses which Association is empowered to levy under the terms of this Declaration. All such assessments shall be estab-

lished, levied and collected from time to time by Association as provided in this Declaration. All such assessments shall be a lien and charge upon the Lot and Unit against which levied and shall constitute the personal obligation of the Owner of such Unit and in any case where such Unit is owned by more than one person or entity same shall be the joint and several personal obligation of such Owners. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of Common Area, by abandonment or otherwise than by payment.

9.2 Purpose of Assessments:

The assessments levied and collected by Association shall be used exclusively for uses stated in this Declaration for the purpose of promoting the recreation, health, safety and welfare of the Owners as residents of the Properties subject to this Declaration including but not limited to the improvement and maintenance of the Common Area, performance of all obligations and exercise of all rights of Association under this Declaration, payment of taxes, insurance, labor, management, legal, accounting and other professional services, purchase of equipment and material, maintenance and supervision and for all other lawful purposes and activities undertaken in accordance with this Declaration.

9.3 General Assessments:

(a) Apportionment: All general assessments, whether annual, monthly or special, common to all Units shall be apportioned and allocated equally to each Unit. The amount of each such assessment allocable to each Unit shall be determined by dividing the total amount of the assessment by the total number of Units then subject to this Declaration.

(b) Annual Assessment: The Board of Directors of the Association shall fix the assessments which shall not be in excess of the limits hereinafter stated and which shall in each case be an amount determined in accordance with the projected and budgeted financial needs of the Association, as to which the decision of the Board of

Directors of the Association shall be dispositive. The fiscal year of the Association for assessment purposes shall be determined by the Board of Directors and shall be included in the By-Laws of the Association.

(c) Initial Annual Assessment; Limits on Increases: Until January 1, 1983 the maximum annual assessment shall be \$37.50 per Unit. From and after January 1, 1983 the annual assessment may be increased by the Board of Directors without vote of the Membership to reflect the increase, if any, from year to year in the Consumer Price Index, All Urban Consumers, U.S. City Average (1967=100), All Items, published by the Bureau of Labor Statistics, United States Department of Labor, or if publication of such Index is discontinued, the most nearly comparable successor Index. The maximum annual assessment shall be that amount which shall bear the same ratio to the amount of the maximum annual assessment for the fiscal year then ending as said Consumer Price Index for the most recent month then available bears to said Index for the same month in the immediately preceding calendar year. However, no decrease in the maximum annual assessment shall be required because of any decrease in said Consumer Price Index. From and after January 1, 1983, the annual assessment may be increased to an amount in excess of the above stated maximum based upon the Consumer Price Index by the affirmative vote of two-thirds of each Class of Members voting at a meeting duly called for that purpose at which meeting a quorum is present.

(d) Maintenance and Replacement Reserve: The annual assessment shall include provisions for an adequate reserve fund for maintenance, repairs, and replacement of those elements of the Common Area that must be replaced on a periodic basis.

9.4 Common Special Assessment:

In addition to the annual assessments authorized in this Article, Association may levy in any fiscal year, common special assessments applicable to that year only for the purpose of defraying, in whole

or in part, the cost of any capital asset to be acquired or the cost of any construction, reconstruction, repair or replacement of a capital improvement including related fixtures and personal property, provided that any such assessment shall not become effective without the affirmative vote of two-thirds of each Class of Members voting at a meeting duly called for that purpose at which meeting quorum is present. No such common special assessment shall be made prior to January 1, 1983.

9.5 Notice of Members' Meetings Regarding Assessments:

Written notice of any meeting of Members called for the purpose of taking any action authorized or required under this Article regarding any assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

9.6 Developer's Lots and Units; Deficit:

Notwithstanding anything herein to the contrary provided, until the Class B Membership shall have ceased and terminated, the Lots and Units as to which record fee simple title shall remain vested in Developer shall not be assessed for annual assessments under Section 9.3 or special assessments under Section 9.4 but the total amounts charged in the such assessments to Owners who have taken title to Units shall be deducted from the total expenses incurred by the Association and the difference shall be paid by Developer to Association as its contribution to cover the common expenses for the unsold Lots and Units to which it retains record title. Association shall have a lien upon all such unsold Lots and Units until such difference is paid, such lien to be enforceable in accordance with this Article and to be subordinate to any institutional mortgage placed thereon by Developer or any purchaser and to any purchase money mortgage which may be taken by Developer. After termination of the Class B Membership, Developer shall pay the same common assessments on each of the Lots and Units owned by Developer as shall be paid by each other Owner on his Unit. Nothing in this Section shall

be construed to require an Owner other than Developer to pay more than the maximum annual assessment as provided in Section 9.3 except in accordance with that Section. This Section shall not be construed to require an Owner other than Developer to pay more than his proportionate share (based upon the total number of Lots subject to this Declaration) of the estimated operating budget for the year in question.

9.7 Date of Commencement of Assessment; Due Dates:

The assessments provided in this Article shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association. The due date of any assessment shall be fixed in the resolution authorizing such assessment. Assessments shall be payable in advance in one payment or in monthly or quarterly installments as may be determined by the Board of Directors of Association.

9.8 Time for Fixing Assessments; Notice; Certification of Payments:

The Board of Directors of Association shall fix the date of commencement and the amount of any assessment against each Lot and Unit for each assessment period not less than thirty (30) days in advance of such date. At the time of the fixing of the date of commencement and the amount of assessment, the Board of Directors shall cause a roster of the properties and assessments applicable thereto to be prepared and shall cause same to be kept in the office of the Association and to be opened for inspection by any Owner. Written notice of the assessment and the date of commencement thereof and the method of payment established by the Board of Directors shall be given each Owner subject to such assessment not later than ten (10) days after the fixing of said assessment and the date of commencement. Within a reasonable time after written request therefor, Association shall furnish to any Owner liable for an assessment a certificate signed by an officer of the Association setting forth whether such assessment has been paid and if not as to the amount of

the remaining balance and any interest or late charges accrued or accruing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9.9 Nonpayment of Assessment; Lien; Personal Obligation; Remedies:

If any assessment against a Unit or Lot shall not be paid on the date due, such assessment shall then become delinquent and interest at the highest lawful rate shall accrue on the amount of such assessment beginning with the tenth day of such delinquency. If the assessment is not paid within fifteen (15) days after its due date, the Board of Directors of Association at its discretion, may upon five (5) days written notice declare due and payable all assessments applicable to that Owner's Lot or Unit for the year in which the delinquency occurs. The assessment when due, the interest charge when imposed, the accelerated assessment for the year if accelerated, and all costs of collection, including reasonable attorneys fees incurred by Association and advances made by Association for taxes and insurance on the Unit or Lot to preserve and protect the security of the lien, shall become a continuing lien on the Lot and Unit against which the delinquent assessment was levied and shall constitute the personal joint and several obligation of the Owner or Owners of the Unit against which such assessment was levied.

If the assessment is not paid within thirty (30) days after its due date, the Association may at any time thereafter foreclose the lien against the Lot or Unit covered by said assessment for all sums secured by said lien as hereinabove provided and may, in said foreclosure action or in a separate action seek to enforce the personal obligation of all parties liable. Said lien shall be enforceable in the same manner as are mortgages encumbering real property in the State of Florida. Neither the institution of an action to foreclose said lien nor the institution of an action to enforce said personal liability shall constitute an election of remedies and Association

shall be entitled to pursue all remedies provided in this Declaration or by the law of the State of Florida to effect collection.

9.10 Recording of Claim of Lien:

Association shall have the right to record a claim of lien against any Lot or Unit as to which any delinquent assessment shall be due, and the cost of preparation and recording of said claim of lien shall be a cost of collection. The recording of a claim of lien shall not be a condition precedent to the existence of such lien nor to the institution of action to enforce said lien or to effect collection of any amount owing thereon.

9.11 Subordination of Lien to Mortgages:

The lien for assessments of the Association shall be subordinate to the lien of any mortgage held by an institutional lender and to any bona fide first mortgage, provided that such institutional mortgage or bona fide first mortgage shall have been recorded prior to the time of the recording of a claim of lien by the Association or the institution of a suit by Association to foreclose its lien for assessments. The lien for said assessments shall also be subordinate to the lien for taxes levied against the property encumbered by the lien for said assessments. For the purposes hereof, the term "institutional lender" shall mean and refer to banks, savings and loan associations, insurance companies, Federal Housing Associations, approved mortgage lenders, governmental agencies insuring, guaranteeing or holding any mortgage or mortgages on any Lot, real estate investment trusts, and Developer.

If any party shall acquire title to any Lot by foreclosure of any mortgage superior to the assessment lien, such party so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Lot subsequent to the date of acquisition of such title, and shall not be liable for pay-

ment of any assessments which were in default and delinquent at the time of acquisition of such title, and the Lot shall stand discharged of the lien of any prior assessment. In the event of acquisition of title to a Lot by foreclosure any assessment or assessments as to which the party acquiring title shall not be liable shall be absorbed and paid by all Owners of all Lots as part of the common expense, but nothing herein contained shall be construed as releasing the party or parties liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

9.12 Notification of First Mortgagees of Default:

Upon written request of the holder of any first mortgage the Association shall notify such mortgagee in writing of the occurrence of any default by the Owner of the mortgaged Unit in the performance of any obligation under this Declaration which shall not be cured within sixty (60) days from inception of such default.

**ARTICLE X
LIMITED COMMON PROPERTY**

10.1 Assignment of Certain Parking Spaces as Limited Common Property:

At the time of the initial transfer of title to a Lot by Developer, Developer shall assign and designate two (2) parking spaces located in the Common Area as Limited Common Property for the use of the Lot Owner so that there shall be two parking spaces assigned as Limited Common Property for each Lot. Such assignment may be made in the deed of conveyance or by separate instrument and the parking spaces assigned shall constitute Limited Common Property appurtenant to the Lot to which assigned. Developer may designate parking spaces as Limited Common Property to any Lots which it may own at any time prior to conveyance of said Lots by written assignment executed by

Developer and said parking spaces shall thereafter constitute Limited Common Property appurtenant to the Lots owned by Developer to which assigned. Any unassigned parking spaces shall remain Common Area. Limited Common Property appurtenant to any Lot shall, upon conveyance or transfer of said Lot, pass as an appurtenance to said Lot.

10.2 Maintenance of Limited Common Property:

The Limited Common Property shall be maintained by Association in the same manner as it maintains the Common Area.

ARTICLE XI

ARCHITECTURAL CONTROL

11.1 Application:

The requirements of this Article with regard to the prior architectural approval of the matters herein provided shall apply to all Owners but not to Developer and to all Lots and Units except for Lots and Units owned by Developer during the period of Developer's ownership.

11.2 Architectural Review Board:

So long as Developer shall hold the record fee simple title to any Lots covered by the Declaration, Developer shall constitute the Architectural Review Board and decisions made by the Developer as the Architectural Review Board shall be final and unappealable. Developer shall have the right to resign and cease to act as the Architectural Review Board at any time. At such time as Developer shall not be the record fee simple title holder of any Lot covered by the Declaration or upon the resignation of Developer, the Board of Directors shall appoint members of the Architectural Review Board which shall thereafter consist of not less than three (3) members.

The Board of Directors shall have the right from time to time to remove and replace members of the Architectural Review Board and to determine its size, provided that after Developer shall cease to act as the Architectural Review Board it shall consist of not less than three (3) members at all times.

11.3 Purpose and Function of Architectural Review Board:

It shall be the function and purpose of the Architectural Review Board to regulate any alterations, additions or installations to and uses of the Common Area, Limited Common Property, Lots and Units affecting the external appearance, design and maintenance thereof in order to preserve and enhance values and maintain the harmonious aesthetic relationship among structures, landscaping, topography and uses in the Properties.

11.4 Submission of Plans:

No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, structure, fence, pool, aerial, antennae, paving, or other installation shall be commenced, erected, placed, installed or maintained by any Owner upon any of the Properties which in any way alters or affects the exterior appearance of the Common Area, or any Limited Common Property, Lot or Unit without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration.

11.5 Procedure:

An Owner seeking approval of the Architectural Review Board shall submit detailed plans and specifications for the work or installation which he proposes with a written request for approval. The applicant shall promptly furnish to the Architectural Review Board any additional information or material which it may request in writing. The Architectural Review Board shall notify the applicant in writing of its decision approving or disapproving the request in the manner provided in Section 15.2 within forty-five (45) days after

receipt of the request and failure of the Architectural Review Board to so advise within said period shall constitute approval. A majority of the Architectural Review Board shall constitute a quorum at any meeting thereof and any matters voted upon shall be determined by a majority of the votes cast at a meeting at which a quorum is present. If the Architectural Review Board shall disapprove the request the applicant may appeal such adverse decision to the Board of Directors by written notice of appeal filed with any member of the Board of Directors or the Secretary of the Association within twenty (20) days after the effective date of the notice of disapproval by the Architectural Review Board and the Board of Directors shall within thirty (30) days of such appeal review said decision which shall be affirmed or reversed by a majority of the votes cast at the meeting of the Board of Directors at which the decision is reviewed. The determination of the Board of Directors in review shall be final and determinative of the matter.

11.6 Adoption of Criteria:

The Board of Directors may from time to time adopt general criteria relating to matters which may come before the Architectural Review Board for the guidance of Owners and the Architectural Review Board. Such criteria may be amended from time to time by the Board of Directors and such criteria as may be adopted shall be binding upon Owners and the Architectural Review Board but shall not affect any application filed prior to adoption. Such criteria may include but shall not be limited to specifications of size, style, color, conformity of design, location, relationship with surrounding structures, affect on neighbouring Lots, aesthetic qualities and quality of construction.

11.7 Compliance with Law:

Notwithstanding the approval granted hereunder of any work or installation for which approval shall be requested, any such work or

installation shall comply with all applicable laws and codes then in effect promulgated by any governmental agency having jurisdiction.

ARTICLE XII PROTECTIVE COVENANTS

12.1 Residential Use:

All Lots and Units shall be used only for single-family residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Unit to a single family, subject to the provisions of this Declaration.

12.2 Nuisances:

No nuisance shall be permitted to exist or be maintained or operated upon any property.

12.3 Pets:

Maintenance of pets in any Unit or on the Properties shall be subject to such regulations as may be adopted by the Board of Directors of Association, which regulations may include prohibition of pets or particular kinds of pets or pets in excess of a certain size.

12.4 Conduct of Business by Developer:

It is understood that the business of Developer includes the development, sale and leasing of the Properties and the Lots and Units and notwithstanding any other provision of this Declaration Developer shall have the absolute right to conduct said business of development, sale and leasing on the Properties and to do and perform all acts and deeds on the Properties incidental, necessary or convenient in the conduct of such business, including but not limited to maintenance and operation of sales offices and models, signs, promotional activities, sales programs and closings. Such right of Developer shall cease and terminate at such time as Developer shall no longer be the record fee simple holder of any Lot covered by this Declaration.

12.5 Use of Limited Common Property and Parking Spaces in Common Area:

Each Limited Common Property shall be for the exclusive use as automobile parking spaces for the Owner or Owners of the Lot to which it is appurtenant. No Limited Common Property parking space shall be used for any purpose other than the parking of an automobile of such size as not to encroach upon or restrict or make inconvenient the use for proper purposes hereunder of any other parking space. The Association shall have the right to make reasonable rules and regulations with regard to use of all of the parking spaces on the Properties, including both Limited Common Property and Common Area parking spaces.

12.6 Remedies for Violation:

Violation or breach of any condition, restriction or covenant herein contained shall give Association and any affected Owner, in addition to all other remedies provided by law, the right to institute an action to compel compliance by the party in violation or breach thereof. If such action shall be brought by Association and shall result in a judgment finding the party against whom such action was brought to have been in violation then all costs of such action, including reasonable attorneys fees incurred by Association shall be borne by said violator.

ARTICLE XIII **CREATION OF EASEMENT**

13.1 Utility Easement:

There is hereby created a blanket easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to, water, sewer, gas, telephones, electricity, television, cable or communication lines and systems. Pursuant to this easement it shall be permissible for

Developer or the providing utility or service company to install and maintain facilities and equipment on the Properties, to excavate and conduct such other operations as shall be necessary for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Units, provided that any disturbed areas shall be restored to the condition existing prior to such disturbance. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility lines or facilities may be installed or relocated on the Properties except as approved by Developer so long as Developer shall be the Owner of any Lot covered by this Declaration and thereafter by the Architectural Review Board. The easement herein provided is in addition and supplemental to any other recorded easements now or hereafter existing.

ARTICLE XIV INSURANCE OF COMMON AREAS

14.1 Hazard Insurance:

Association shall maintain fire and extended coverage insurance and insurance against such other risks as the Board of Directors shall determine on the insurable property in the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on such replacement cost. The cost of such insurance shall be included in the annual assessments.

14.2 Liability Insurance:

The Board of Directors shall carry such public liability insurance protecting the Association or the Association and Owners against claims arising from occurrences on the Common Area as the Board of Directors shall from time to time determine. The cost of such insurance shall be included in the annual assessments.

14.3 Use of Hazard Insurance Proceeds:

Hazard insurance proceeds shall not be used for purposes other than the repair, replacement or reconstruction of property in the Common Area.

ARTICLE XV
GENERAL PROVISIONS

15.1 Covenants Running with the Land; Duration:

The provisions of this Declaration shall constitute covenants running with the land inuring to the benefit of and enforceable by Association or the Owner of any Lot subject to this Declaration, their respective heirs, personal representatives, successors and assigns, for a term of twenty-one (21) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by the then Owners of not less than two-thirds of the Lots then subject to this Declaration declaring this Declaration terminated and cancelled in whole or in part shall have been recorded in the Public Records of Dade County, Florida.

15.2 Notice:

Unless otherwise specifically provided to the contrary, any notice required or permitted to be sent to any Member or Owner under this Declaration shall be deemed to have been properly sent if mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing, or, such notice may be given by delivery by an agent of the Association to the Unit. Notice mailed shall be effective as of the third day, not a Saturday, Sunday or legal holiday, next following the date of mailing and notice delivered shall be effective as of the date of delivery.

15.3 Conveyance of Common Area by Developer:

Developer may at any time, and shall at such time as Developer is not the record fee simple title holder of any Lot covered by this Declaration, convey title to the Common Area to Association.

15.4 Amendment:

This Declaration may be amended during the twenty-year period commencing on the date hereof by instrument signed by not less than ninety percent (90%) of the Owners recorded in the Public Records of Dade County, Florida, and thereafter by an instrument signed by not less than seventy-five (75%) of the Owners and recorded in said Public Records. Provided, however, that during said first twenty-year period, so long as Developer is the record fee simple title holder of any Lot subject to this Declaration, no amendment may be made in this Declaration without the joinder by Developer in the instrument of amendment. Within five (5) years from the date hereof Developer shall have the right at any time to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined by Developer to exist herein, or to change or add provisions for the purpose of meeting requirements of governmental agencies or the Federal Home Loan Mortgage Corp., so long as said changes shall not materially and adversely affect Unit Owners, lienors or mortgagees. Such Developer amendment shall require execution and acknowledgement only by Developer and shall not require approval by Association, Unit Owners, lienors or mortgagees. No amendment shall alter the subordination provisions of this Declaration with respect to institutional mortgages and bona fide first mortgages without the prior approval of any affected mortgagee, nor may any such amendment attempt to affect the priority of taxes.

15.5 Limitations on Developer and Association Regarding Common Area, Determination of Covenants, Architectural Control and Insurance:

Notwithstanding anything herein to the contrary provided, unless at least two-thirds (2/3) of the Owners other than Developer shall have given their prior written approval, neither the Association nor Developer shall be entitled to: (a) abandon, partition, subdivide,

encumber, sell or transfer the Common Area, provided that the granting of the easements for utilities or for common purposes consistent with the intended use of the Common Area by the Owners shall not be deemed a transfer for the purposes of this clause; (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit or the Owner thereof; (c) waive or abandon the provisions of Article XI regarding architectural control; (d) amend the provisions of Article XIV regarding insurance of Common Area.

15.6 Severability:

If any provisions of this Declaration shall be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this Declaration and same shall remain in full force and effect.

15.7 Encroachments:

If any portion of any Lot or Unit encroaches upon any other Lot or Unit or upon the Common Area or any Limited Common Property as a result of the construction, reconstruction, repair, shifting, settlement or moving any portion of the Properties, an easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists. Similarly, if any portion of the Common Area or Limited Common Property shall encroach upon any Lot or Unit as a result of similar causes, an easement for such encroachment shall exist so long as the encroachment exists.

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

Signed, sealed and delivered
in the presence of:

CHARTERLAND ASSOCIATES (SEAL)
By: KENLAND CORP. (SEAL)

By: _____
President

AND

CHARTER I, INC. (SEAL)

By: _____
President

STATE OF FLORIDA :
COUNTY OF DADE : s.s.

THE FOREGOING DECLARATION OF COVENANTS AND RESTRICTIONS FOR KENLAND COURT was acknowledged before me this _____ day of _____, 1981 by _____, President of KENLAND CORP., a Florida corporation on behalf of said corporation, and by _____, President of CHARTER I, INC., a Florida corporation, on behalf of said corporation, and by said officers of said corporations in such capacities on behalf of CHARTERLAND ASSOCIATES, a joint venture under the laws of the State of Florida.

NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
KENLAND COURT

AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, being the owner of that certain mortgage executed by CHARTERLAND ASSOCIATES in favor of said ASSOCIATION, dated December 12, 1979 and recorded December 13, 1979, under Clerk's File No. 79R-353731 of the Public Records of Dade County, Florida, as modified by Mortgage Modification Agreement between said parties dated September 24, 1980 and recorded October 2, 1980 in Official Records Book 10888 at Page 578 of said Public Records, and that certain mortgage executed by CHARTERLAND ASSOCIATES in favor of said ASSOCIATION dated December 24, 1980 and recorded on December 30, 1980 in Official Records Book 10973 at Page 381 of said Public Records, encumbering the real property located in Dade County, Florida, and platted as KENLAND COURT, according to the Plat thereof recorded in Plat Book ____ at Page ____ of said Public Records, hereby consents to the foregoing Declaration of Covenants and Restrictions for KENLAND COURT and hereby joins therein and consents to the recording of same in the Public Records of Dade County, Florida, for the purpose of subjecting said property to said Declaration of Covenants and Restrictions.

AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI, by execution hereof, does not assume or undertake any liability or responsibility with regard to or by virtue of said Declaration of Covenants and Restrictions, and this instrument is executed solely for the purposes above stated.

IN WITNESS WHEREOF, AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI has caused this instrument to be executed by its proper officers and its corporate seal to be affixed this ____ day of _____, 1981.

Signed, sealed and delivered
in the presence of:

AMERIFIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION (SEAL)

By: _____
Vice President

STATE OF FLORIDA)
)
COUNTY OF DADE) s.s.

SWORN TO AND SUBSCRIBED BEFORE ME by _____
Vice President of AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
on behalf of said Association this _____ day of _____, 1981.

NOTARY PUBLIC (SEAL
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

BY-LAWS

OF

KENLAND COURT HOMEOWNERS ASSOCIATION, INC.

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

1. IDENTITY:

These are the By-Laws of KENLAND COURT HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Certificate of Incorporation of which has been filed in the Office of the Secretary of State of Florida. Said corporation, hereinafter called "ASSOCIATION", has been organized for the purpose of administering the operation and management of KENLAND COURT townhome community in Dade County, Florida. A Declaration of Covenants and Restrictions For Kenland Court (DECLARATION) has been executed by Charterland Associates covering KENLAND COURT.

(a) The provisions of these By-Laws are applicable to KENLAND COURT, and the terms and provisions hereof are expressly subject to the terms and provisions of the Certificate of Incorporation and the Declaration of KENLAND COURT as said Declaration shall be recorded, the terms and provisions of said Certificate of Incorporation and Declaration of KENLAND COURT to be controlling wherever the same may be in conflict with these By-Laws.

(b) All present or future owners, tenants, or their employees, or any other person that may use KENLAND COURT or any of the facilities of KENLAND COURT, are subject to the regulations set forth in these By-Laws and in said Certificate of Incorporation and Declaration.

(c) The office of the ASSOCIATION shall be at 12370 S.W. 88 Street, Miami, Florida, or such other place as the Board of Directors shall determine from time to time.

(d) The fiscal year of the ASSOCIATION shall be the calendar year.

(e) The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA", the words "CORPORATION NOT FOR PROFIT", and the year of incorporation, an impression of which seal is as follows:

(f) Charterland Associates, a joint venture under the laws of Florida comprised of Charter I, Inc. and Kenland Corp., is the developer of KENLAND COURT and is hereinafter referred to as "DEVELOPER".

2. MEMBERSHIP, VOTING, QUORUM, PROXIES:

(a) The qualification of Members, classes of Membership, the manner of their admission to membership and termination of such Membership, and voting by Members, shall be as set forth in Article IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum at Members' Meetings shall consist of persons entitled to cast not less than ten percent (10%) of the votes of the entire Membership present in person or by written proxy. The joinder of a Member in the action of a Meeting by signing and concurring in the Minutes thereof or by the signing and filing of a separate written concurrence therein shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote of the owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the Lot and filed with the Secretary of the ASSOCIATION, and such Certificates shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose. The person named in any such Certificate shall have the right to designate proxy or proxies to cast the vote of the owners of a Lot who have executed such Certificate. Provided, however, wherever any Lot is owned by husband and wife, absent any written notice by them to the contrary, the husband or wife, as the case may be, shall be treated and regarded as the agent and proxy of the other when in attendance at any Membership Meeting for the purpose of determining a quorum and casting the vote for each Lot owned by them, without necessity for filing of a Certificate.

(d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular Meeting designated thereon and any lawful adjourned meetings thereof and must be filed with the Secretary before the appointed time of the Meeting. No proxy shall be valid for longer than 90 days after the date of the first meeting for which it was given.

(e) Approval or disapproval of a Lot owner upon any matters, whether or not the subject of an ASSOCIATION Meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION Meeting.

(f) Except where otherwise required under the provisions of the Certificate of Incorporation of the ASSOCIATION, these By-Laws, the Declaration of KENLAND COURT, or where the same may otherwise be required by law, a majority of the votes cast at any duly called Members' Meeting at which a quorum is present shall determine any issue or matter voted upon.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP:

(a) The Annual Members' Meeting shall be held at the office of the ASSOCIATION, at 10:00 o'clock A.M., or at such other place and time as the Board of Directors may designate, on the second Saturday in December of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the Meeting shall be held at the same hour on the next succeeding Saturday which is not a legal holiday.

(b) Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from Members of the ASSOCIATION owning a majority of the Lots.

(c) Notice of all Members' Meetings, Regular or Special, shall be given by the President, Vice President or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of said Officers, to each Member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the Meeting is called. Such notice shall be given to each Member not less than fourteen (14) days nor more than forty (40) days prior to the date set for such Meeting, which notice shall be mailed or presented personally to each Member within said time. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the Member at his Post Office Address as it appears on the records of the ASSOCIATION as of the date of mailing such notice. Such mailing shall be by regular U. S. mail. Proof of such mailing or delivery may be by the Affidavit of the person giving the notice. A notice of the Meeting shall be posted in a conspicuous place in the Common Area of KENLAND COURT at least fourteen (14) days prior to the Meeting. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. If any Members' Meeting cannot be organized because a quorum has not attended, or because a

greater percentage of membership required hereunder, if the Certificate of Incorporation, the Declaration of KENLAND COURT or By-Laws to constitute a quorum for particular purposes has not attended, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

(d) The order of business at Annual Members' Meetings, and, as far as practical, at any other Members' Meeting, shall be:

- i) Calling of the roll and certifying of proxies
- ii) Proof of notice of meeting or waiver of notice
- iii) Reading and disposal of any unapproved Minutes
- iv) Reports of Officers
- v) Reports of Committees
- vi) Appointment of Inspectors of Election by Chairman
- vii) Election of Directors
- viii) Unfinished business
- ix) New business
- x) Adjournment

4. BOARD OF DIRECTORS:

(a) The first Board of Directors of the ASSOCIATION shall be comprised of three (3) Members, being the persons named as Directors in the Certificate of Incorporation. At the time of the first election of Directors in which DEVELOPER shall not be entitled to designate or appoint a majority the Board of Directors, the Board of Directors shall be increased to five (5) Members and the Board shall thereafter be comprised of five (5) Members.

(b) So long as DEVELOPER shall own and hold any Lots subject to the Declaration which are being offered for sale, DEVELOPER shall be entitled to appoint a majority of the Board of Directors and shall be entitled to vote in the election of the remaining Directors as a Class B Member as provided in the Certificate of Incorporation.

(c) Election of Directors shall be conducted in the following manner:

(i) DEVELOPER shall, at the beginning of the election of the Board of Directors, if then entitled to do so under the Certificate of Incorporation, designate and select the Members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws and the Certificate of Incorporation and upon such designation and selection by DEVELOPER by written instrument presented to the Meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Directors of the ASSOCIATION, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

(ii) When DEVELOPER shall not be entitled to designate and select a majority of the members of the Board of Directors they shall be elected by a plurality of the votes of the Members of the ASSOCIATION cast at the Annual Meeting of the Members of the ASSOCIATION (or any Special Meeting called for the purpose of electing Directors).

(iii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by DEVELOPER such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument delivered to any Officer of the ASSOCIATION, the successor Director to fill the vacated Directorship for the unexpired term thereof.

(iv) Until the first Members' Meeting at which a Board of Directors of five (5) Members shall be elected, the term of office of each Director elected by the Members shall be from time of election to the next succeeding Members' Meeting. At the first meeting of the Members held at which a Board of Directors of five (5) Members shall be elected, the term of office of the two (2) Directors receiving the highest plurality of votes shall be from the date of their election until the second succeeding Annual Members' Meeting and the term of office of the remaining Directors shall be from the date of their election until the next succeeding Annual Members' Meeting. After the election of the first Board of Directors of five (5) Members, as many Directors of the ASSOCIATION shall be elected at the Annual Meeting of Members as there are regular terms of office of Directors expiring at such time, and the term of office of the Directors each year shall be for two (2) years expiring at the second Annual Meeting of Members following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided in these By-Laws, or as may be provided by law.

(v) In the election of Directors, there shall be appurtenant to each Lot owned by a Class "A" Member as many votes for Directors as there are Directors to be elected, provided, however, that no Class "A" Member or owner of any Lot may cast more than one (1) vote per Lot for any person nominated as a Director. In such election, the Class "B" Member (DEVELOPER) shall be entitled to cast four (4) votes for each Lot owned by it multiplied by the number of Directors to be elected (excluding any appointed by Developer), provided that it may not cast more than four (4) votes per Lot for any person nominated as a Director. It is the intent hereof that voting shall not be cumulative.

(vi) In the event that DEVELOPER, in accordance with the privilege granted to it, selects any person or persons to serve on any Board of Directors of the ASSOCIATION, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacements of any person or persons designated by DEVELOPER to serve on any Board of Directors of the ASSOCIATION shall be made by written instrument delivered to any Officer of the ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to any Officer of the ASSOCIATION. Whenever DEVELOPER'S right to designate Directors expires, the DEVELOPER shall forthwith cause the Directors then serving to resign.

(d) The Organizational Meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the Meeting at which they were elected, and no further notice of the Organization Meeting shall be necessary provided a quorum shall be present, except that notice shall be posted conspicuously on the Condominium property at least 48 hours in advance of the Organizational meeting.

(e) 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. Notice of Regular Meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such Meeting, unless notice is waived. Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of a Meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time,

place and purpose of Meeting. Any Member may attend any Meeting of the Board of Directors and notice of any Board Meeting shall be posted in a conspicuous place on Common Area at least forty-eight (48) hours prior to the Meeting, except in an emergency as determined by a majority of the Board at or before the Meeting. Notice mailed shall be deemed effective on the third day not a Saturday, Sunday or legal holiday next following the date of mailing.

(f) Any Director may waive notice of a Meeting before or after the Meeting, and such waiver shall be deemed equivalent to the giving of notice.

(g) A quorum at a Directors' Meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a Meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Certificate of Incorporation, these By-Laws or the Declaration. If any Directors' Meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Certificate of Incorporation, these By-Laws or the Declaration, the Directors who are present may adjourn the Meeting from time to time until a quorum is present. At any adjourned Meeting, any business which might have been transacted at the Meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a Meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(h) The Presiding Officer of Directors' Meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

(i) Directors' fees, if any, shall be determined by the Members.

(j) All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Certificate of Incorporation of the ASSOCIATION, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with said Certificate of Incorporation, these By-Laws and the Declaration, and shall include, without limiting the generality of the foregoing, the following:

(i) The making, levying, and collecting of assessments against Members and Members' Lots and Units to defray the costs of KENLAND COURT, and use of the proceeds of said assessments in the exercise of the powers granted to and duties imposed upon the ASSOCIATION;

(ii) The maintenance, repair, replacement, operation and management of the Common Area wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its Members, and, where required or permitted by the Declaration and authorized by the Board of Directors the Lots and Units.

(iii) The reconstruction of Common Area improvements after casualty, and the further improvement of the property, real and personal;

(iv) The making and amendment of rules and regulations governing the use of the facilities of KENLAND COURT, so long as they do not conflict with the restrictions and limitations which may be placed upon the use of such facilities under the terms of the Certificate of Incorporation and Declaration;

(v) The acquisition, operation, leasing, managing and otherwise trading and dealing with property, real and personal, including Units in KENLAND COURT, as may be necessary or convenient in the operation and management of KENLAND COURT, and in accomplishing the purposes set forth in the Declaration;

(vi) The contracting for the management of KENLAND COURT and delegation to such contractor of all of the powers and duties of the ASSOCIATION, except those which may be required by the Declaration to have approval of the Board of Directors or Membership of the ASSOCIATION, provided that no such contract shall be for a term of more than three (3) years;

(vii) The payment of all taxes and assessments which are liens against any part of the Common Area and the appurtenances thereto, and the assessment of the same against the Members and their respective Lots;

(viii) The provision of insurance for the protection of the Members and the ASSOCIATION against casualty and liability as contemplated by the Declaration;

(ix) The payment of all costs of power, water, sewer and other utility services rendered to the KENLAND COURT and not billed to the owners of the separate PRIVATE DWELLINGS; and

(x) The employment of personnel for reasonable compensation to perform the services required for proper administration of the purposes of the ASSOCIATION.

(k) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the ASSOCIATION in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the Membership after the Declaration has been recorded, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the ASSOCIATION.

(l) Any one or more of the Members of the Board of Directors of the ASSOCIATION may be removed either with or without cause, at any time by a vote of the Members owning a majority of the Lots at any Special Meeting called for such purpose, or at the Annual Meeting; provided, however, that only DEVELOPER shall have the right to remove a Director appointed by it. A Special Meeting of the Owners of the Lots to recall a Member or Members of the Board of Directors may be called in accordance with the provisions of Article 3 of these By-Laws, or by owners of twenty percent (20%) of the Lots giving notice of the Meeting as required for a Meeting of the Members, which notice shall state the purpose of the Meeting.

5. OFFICERS:

(a) The executive officers of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any Meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) 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 President of an association, including, but not limited to the power to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of 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.

(d) The Secretary shall keep the Minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices required by law. 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 the Treasurer, and shall perform all other duties incident to the office of secretary of an association as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of 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 other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of KENLAND COURT.

(g) All Officers shall serve at the pleasure of the Board of Directors and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

6. FISCAL MANAGEMENT:

The provisions for fiscal management of the ASSOCIATION set forth in the Declaration and Certificate of Incorporation are supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments shall be paid to ASSOCIATION monthly on the first day of each month without demand or notice unless the amount of the assessments shall be changed, in which case written notice by mail or delivery shall be given each Member of the new assessment applicable to his PRIVATE DWELLING at least ten (10) days before the due date but failure of notice shall not excuse nonpayment upon demand.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION including all items required by the Declaration and applicable law, and shall adopt proposed assessments against the Lots and Owners in accordance with and subject to the limitations stated in the Declaration. Copies of the proposed budget and proposed assessments shall be transmitted to each Member by mail at least ten (10) days prior to the Meeting at which adoption of the budget is to be considered. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each Member concerned. Delivery of a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors at any time in their sole discretion to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or, in the event of emergencies.

(c) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(d) An audit of the accounts of the ASSOCIATION shall be made annually by a certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

(e) Fidelity Bonds may be required by the Board of Directors from all Officers, Directors and Employees of the ASSOCIATION who control or disburse funds of the ASSOCIATION. The amount of such Bonds shall be determined by the Directors. The premiums on such Bonds shall be paid by the ASSOCIATION.

7. PARLIAMENTARY RULES:

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS:

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the ASSOCIATION acting upon vote of the majority of the Directors, or by Members of the ASSOCIATION owning a majority of the PRIVATE DWELLINGS in the CONDOMINIUM, whether meeting as Members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of the President, who shall thereupon call a Special Joint Meeting of the Members of the Board of Directors of the ASSOCIATION and the Membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Meeting in the same form and in the same manner as notice of the call of a Special Meeting of the Members is required as herein set forth, which notice shall include the proposed amendment.

(c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Lots in KENLAND COURT. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the ASSOCIATION and shall be effective upon such certification.

(d) At any Meeting held to consider such amendment or amendments to the By-Laws, the written vote of any Member of the ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such Meeting.

(e) In the event that the Members owning the number of Lots in the CONDOMINIUM necessary to pass any amendment or amendments to these By-Laws shall execute any instrument amending these By-Laws, the same shall be and constitute an amendment hereto in the same manner as though such amendment had been duly passed at a Meeting held to consider the same, and it shall not be necessary for the Meeting otherwise prescribed above to be held, and such amendment or amendments to the By-Laws, bearing the signature of the Members, and certified by the President and Secretary of the ASSOCIATION shall be filed in the records of the ASSOCIATION as part of the By-Laws and shall be effective upon such certification.

(f) Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of DEVELOPER

to designate and select Directors of the ASSOCIATION, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of DEVELOPER.

9. AMENDMENTS TO CERTIFICATE OF INCORPORATION:

The Certificate of Incorporation may be amended as provided therein.

The foregoing were adopted as the By-Laws of the ASSOCIATION at the first Meeting of the Board of Directors on _____, 19__.

APPROVED:

President

Secretary

CERTIFICATE OF INCORPORATION

OF

KENLAND COURT HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the Formation of Corporations Not For Profit, we, the Undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I

The name of the proposed corporation shall be:

KENLAND COURT HOMEOWNERS ASSOCIATION, INC.

II

The purposes and objects of the Corporation shall be:

1. To administer the operation and management of KENLAND COURT, a townhome community in Dade County, Florida, hereinafter in this Certificate of Incorporation referred to as KENLAND COURT.

2. To undertake the performance of the acts and duties incident to the administration of the operation and management of KENLAND COURT in accordance with the terms, provisions, conditions and authorizations contained in this Certificate of Incorporation and in the Declaration of Covenants and Restrictions For Kenland Court which will be recorded in the Public Records of said County and which is hereinafter referred to as "Declaration".

3. To own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said KENLAND COURT.

The Corporation shall be conducted as a nonprofit organization for the benefit of its Members.

III

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporations Not For Profit under the laws pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation

or exercised by . . . any other applicable . . . of the State of Florida, and

2. The Corporation shall have all of the powers to exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration aforementioned, and as may be reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of the property and facilities subject to the Declaration;

(b) To levy and collect assessments against Members of the Corporation to defray the expenses of KENLAND COURT as may be provided in said Declaration and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of owning, holding, operating, leasing, managing and otherwise trading and dealing with any property, whether real or personal, which may be necessary or convenient in such operation and management and in accomplishing the purposes set forth in said Declaration; and

(c) To maintain, repair, replace, operate and manage the Common Area of Kenland Court as defined in the Declaration and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements of the Common Area; and,

(d) To contract for the management of Kenland Court and to delegate to such contractor all of the powers and duties of the Corporation, except those which may be required by law or the Declaration to have approval of the Board of Directors or Membership of the Corporation; and,

(e) To enforce the provisions of said Declaration, this Certificate of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the Rules and Regulations governing Kenland Court as same may be hereafter established; and,

(f) To provide for and exercise architectural control in Kenland Court in the manner and for the purposes provided in said Declaration; and

(g) To do and perform all acts and deeds incidental, necessary or convenient in effectuating the purposes of the Corporation and in the exercise of the rights, duties and obligations granted or imposed upon the Corporation by the Declaration; and

(h) To exercise all powers granted under the law of the State of Florida to Corporations Not For Profit for

the purpose of promoting the health, safety, and welfare of the Owners and Residents of Kenland Court.

IV

The qualification of the Members, the manner of their admission to membership and termination of such membership, and voting by Members shall be as follows:

1. The owners of all Lots (as such term is defined in the Declaration) in Kenland Court shall be Members of the Corporation, and no other persons or entities shall be entitled to Membership, except as provided in Item (6) of this Article.

2. Membership shall be established by the acquisition of record fee title to a Lot or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the Membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Lot except that nothing herein contained shall be construed as terminating the Membership of any party who may own two or more Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

3. There shall be two classes of membership designated Class A and Class B, respectively. Class A Members shall be all Owners of Lots, except Charterland Associates, a Florida Joint Venture, hereinafter called Developer and any Successor Developer as defined in the Declaration. Developer shall be a Class B Member.

4. The voting rights of the respective classes of membership shall be as follows:

(a) Class A: Class A Members shall be entitled to one vote for each Lot owned on all matters on which Class A Members shall be entitled to vote, which vote may be exercised or cast by the Owner or Owners of each Lot in such manner as may be provided in the By-Laws hereinafter adopted by the Corporation.

(b) Class B: Class B Members shall be entitled to four (4) votes for each Lot owned by the Class B Members upon all matters on which Members of the Association shall be entitled to vote.

5. The interest of a Member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration, and in the By-Laws which may be hereafter adopted.

6. Until such time as the plat of Kenland Court and the Declaration shall be recorded in said County, the membership of the Corporation shall be comprised of the Subscribers to this Certificate, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

V

The Corporation shall have perpetual existence.

VI

The principal office of the Corporation shall be located at 12370 S.W. 88 Street, Miami, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. In compliance with Section 617.023, Florida Statutes, BART SEGALL is designated Resident Agent of the Corporation upon whom service of process may be served and 12370 S.W. 88th Street, Miami, Florida, as the office to be maintained for such purpose, provided that such Resident Agent and office may be changed from time to time as the Board of Directors of the Corporation may determine.

VII

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a Managing Agent and/or other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of Kenland Court and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a Member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII

The number of Members of the first Board of Directors of the Corporation shall be three (3). The number of Members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The Members of the Board of Directors shall be elected by the Members of the Corporation at the Annual Meeting of the Membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be Members of the Corporation or shall be authorized representatives, officers or employees of a corporate Member of the Corporation. Provided, notwithstanding the foregoing; so long as Developer shall own and hold any Lots subject to the Declaration which are being offered for sale, Developer shall be entitled to appoint a majority of the Board of Directors.

IX

The Board of Directors shall elect a President, Vice President, Secretary and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President and Vice President shall be Members of the Board of Directors, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and 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 election of Officers shall be held annually at the first meeting of each Board of Directors next following the Annual Meeting of the Membership and vacancies in offices shall be filled by election by the Board of Directors as same occur.

X

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of this Certificate of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

| | |
|----------------|---|
| BART SEGALL | 12370 S.W. 88th Street Miami, Florida 33156 |
| STEPHEN MASSON | 12370 S.W. 88th Street Miami, Florida 33156 |
| JORGE DELGADO | 12370 S. W. 88th Street Miami, Florida 33156 |

XI

The subscribers to this Certificate of Incorporation are the three (3) persons herein named to act and serve as Members of the first Board of Directors of the Corporation, the names of which subscribers and their respective Post Office addresses are stated in Article X above. Said subscribers are residents of the places set forth beneath their signatures affixed to this Certificate.

XII

The Officers of the Corporation who shall serve until the first election under this Certificate of Incorporation shall be the following:

| | |
|----------------------------|----------------|
| President | BART SEGALL |
| Vice President | STEPHEN MASSON |
| Secretary and Treasurer | JORGE DELGADO |

XIII

The original By-Laws of the Corporation shall be adopted by majority vote of the Board of Directors, and thereafter, such By-Laws may be altered or rescinded only by the Membership in such manner and by such vote as said By-Laws may provide.

XIV

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, 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 wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

XV

An Amendment or Amendments to this Certificate of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the Members of the Corporation owning a majority of the Lots subject to the Declaration, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Certificate of Incorporation being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Member at his Post Office Address as it appears on the records

of the Corporation, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. At such Meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the Members owning not less than two-thirds (2/3) of the Lots subject to the Declaration in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida. At any Meeting held to consider such Amendment or Amendments, the written vote of any Member of the Corporation shall be recognized, if such Member is not in attendance at such Meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such Meeting.

In the event that the Members owning the number of LOTS necessary to pass any Amendment or Amendments to this Certificate of Incorporation shall execute an instrument amending this Certificate of Incorporation, the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid Amendment to this Certificate of Incorporation, and it shall not be necessary for the Meeting otherwise prescribed above to be held.

Notwithstanding the foregoing provisions of this Article XV, no Amendment hereto which shall abridge, amend or alter the right of DEVELOPER to designate and select Members of each Board of Directors of the Corporation, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of DEVELOPER.

IN WITN. WHEREOF, the Subscribers have hereunto
set their hands and seals, this _____ day of _____,
A.D. 19____.

(Seal)

Residence: _____

(Seal)

Residence: _____

(Seal)

Residence: _____

The Undersigned hereby accepts appointment as Resi-
dent Agent for the above Corporation.

(Seal)

STATE OF FLORIDA)
County of _____) SS.

BEFORE ME, the Undersigned Authority, personally
appeared BART SEGALL, STEPHEN MASSON and JORGE DELGADO, who,
upon being by me first duly sworn, acknowledged that they
executed the foregoing Certificate of Incorporation for the
purposes therein expressed, this _____ day of _____,
A.D. 19____.

NOTARY PUBLIC, State of Florida
at Large

(Seal)

My Commission expires:

BETWEEN
THE FURR COMPANY
AND
KENLAND COURT HOMEOWNERS' ASSOCIATION, INC.

THIS AGREEMENT entered into on the _____ day of _____, 1981, by and between KENLAND COURT HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association" and THE FURR COMPANY, a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Agent".

WITNESSETH:

IN CONSIDERATION of the terms, conditions and covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION ONE

APPOINTMENT OF AGENT

The Association hereby appoints the Agent, and the Agent hereby accepts appointment on the terms and conditions hereinafter provided as the exclusive management agent for the above-named Association, consisting of 212 units, public rights of way, facilities and improvements on the common grounds.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for One (1) Year beginning _____, 1981, with terms and conditions reviewed annually by both the Agent and the Association.

This Agreement may be cancelled by the Association before the termination date specified above with no less than 60 days prior written notice to the Agent, provided such written notice is accompanied by payment to the Agent of a cancellation fee in an amount equal to TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS. Cancellation by the Association at any time after the expiration of the original term of this Agreement will not be subject to any cancellation fee.

SECTION THREE

AGENT'S EMPLOYEES AND FINANCIAL RESPONSIBILITIES

I. The Agent shall hire in its own name, all supervisory personnel necessary for the efficient discharge of the duties of the Agent hereunder, including financial management personnel. Compensation for the services of such employees shall be the responsibility of the Agent. Those employees of the Agent who handle or are responsible for the handling of the Association's monies shall, without expense to the Association, be bonded by a fidelity bond provided by the Agent. All Agent's employees will be covered by worker's compensation and liability insurance procured by the Agent.

II. If, at any time during the term of this agreement, the Board of Directors decide there is a need for "on-site" personnel to perform any type of function, the Agent shall hire, supervise, pay and discharge all "on-site" personnel necessary to properly operate and maintain the Association, consistent with the approved budget. All such personnel shall be employees of the Agent and the Association will reimburse the Agent for all compensation for the services of such employees, including all fringe benefits, which shall be considered an operating expense of the Association.

SECTION FOUR

MANAGEMENT SERVICES PROVIDED BY AGENT

Under the direct and personal supervision of its principal officers, the Agent shall render management services for the Association and perform duties as follows:

- I. GENERAL ADMINISTRATION: The Agent will provide general administration and community service management to the Association. The

Agent will assign a property manager who will supervise the business operation of the Association. The Agent will be the liaison for the Association to promote a meaningful Board/Resident/Agent relationship.

The Property Manager will make weekly, "on-site" property inspections of the Association's property and render written reports monthly.

A. CONTRACTUAL AND PHYSICAL ADMINISTRATION: The Agent will assume full responsibility for the supervision of maintenance and control of the common areas, improvements and equipment of the Association. The Association is to provide the Agent with a detailed list of personal property, supplies and equipment which it is turning over to the Agent.

1. SERVICE CONTRACTS: The Agent shall solicit, analyze and compare bids, negotiate contracts for execution by the Board and supervise the services of contractors for any requisite maintenance, lighting, security services and all other services required by the Association. The Agent shall be responsible for obtaining from any independent contractor, certificates of insurance, naming the Association and the Agent as an insured in a policy of general liability and property damage. Further, the Agent shall be responsible for determining that the independent contractor has workers' compensation insurance.
2. MONITOR CONTRACTORS' PERFORMANCE: The Agent shall review the service contractors' performance and recommend changes based on experience to provide greater efficiency and lower maintenance effort or cost.

- B. ASSISTANCE TO THE BOARD OF DIRECTORS: The Agent shall provide administrative support services to the Association's Board of Directors to include notifying the Directors of Board Meetings and circulating minutes of the preceding meeting as prepared by the Secretary of the Board. The Agent's Property Manager will attend the regularly scheduled Board meeting.
- C. GENERAL MEMBERSHIP MEETING: The Agent shall organize the Annual Meeting of the Association including the preparation and delivery of the meeting notice and the preparation of voting statements and proxy forms. The Agent, under the direction of the Board President, will prepare the agenda for this meeting and will be present to assist the Board in conducting the meetings.
- D. RESOLVE OWNER PROBLEMS: The Agent shall assist in resolving individual owner's problems as they pertain to the Association, common elements, and governing rules and regulations.
- E. OWNER INVOLVEMENT: The Agent will advise the unit owners so they will understand their rights, duties and obligations as members of the Association and perform the following duties in this regard:
1. Assist the Association to establish the necessary standing committees for the unit owners to function as a homeowner association; provide any necessary assistance to these committees, including a mailout to each committee member with general information that each member should know to effectively provide committee leadership.

2. Agent will post appropriate notice of all Board of Directors meetings.
3. Agent will establish a communication program (e.g. newsletter, special notices, questionnaires), including informing unit owners of rules, regulations, rights and obligations, to encourage unit owners to participate in the function of their Association.
- F. MAINTAIN ASSOCIATION FILES: The Agent shall collect, organize and maintain complete files for the Association of all legal documents, owner's lists, correspondence, house rules, site plans, blue prints, specification, etc. All records shall remain the property of the Association and shall be open to the unit owners for inspection during normal business hours, subject to appropriate advance notice.
- G. EMERGENCY CALL SYSTEM: The Agent shall establish a 24 hour, seven-day-a-week emergency call service.
- H. INSURANCE PROGRAMS: The Agent shall solicit and analyze bids for necessary insurance coverage, recommend modifications or additional coverages; prepare claims when required and follow-up payment, act as the Board's representative in negotiating settlements.
- I. MONITORING ARCHITECTURAL CONTROL: The Agent will process any requests for architectural changes on the appropriate review form to the Architectural Control Committee for the Association, and inform all interested parties of the decisions made by the Architectural Control Committee and the Board of Directors.

II. FINANCIAL MANAGEMENT SERVICES: The Agent will provide financial management services to the Association. An effective accounting financial system (using an accrual basis of accounting) will be provided for the Association.

A. ANNUAL BUDGETING: The Agent shall prepare an annual cash flow for each fiscal year for the Association, detailed to reflect expected operating costs during the prospective twelve-month period. The budget will be established to illustrate expected recurring receipts and disbursements. It will also be used for comparison of actual monthly income with expenditures.

B. FINANCIAL STATEMENTS: The Agent shall prepare monthly financial statements consisting of the following:

A. Balance sheet

B. Statement of revenues and expenses reflecting current month and year-to-date with budget and variances.

C. Explanation of any significant variations from the budgeted amount..

D. Compensation retained by Agent.

E. Printed statements will be delivered to the Board Treasurer.

C. YEAR-END STATEMENTS: The Agent will assist the C.P.A., selected by the Board, who will perform an audit, prepare tax returns, and file local, state and federal reports required.

D. COLLECT ASSESSMENTS: The Agent shall collect all assessments as prescribed by the Association. The Agent will set up separate checking, savings or other accounts as directed by the Board of Directors. The Agent will keep accounting records to reflect the status of owners' interest in any account or accounts set up by the Agent. The Agent shall send delinquency notices

to any owner in arrears and exert reasonable efforts to collect delinquent accounts including letters and telephone calls. In the event of failure to collect delinquent accounts, and at the discretion of the Board, the Agent shall pursue payment through any Board-authorized methods, at the expense of the Association.

- E. MAKE DISBURSEMENTS: The Agent shall make all required disbursements for the Association and shall support such disbursements with bills or invoice. The Agent shall make all disbursements from assessments collected for normal recurring expenses as provided in the Board-approved budget. The Agent will be granted authority to make any budget expenditures as provided in the approved budget at the Agent's own discretion. Any expenditures which exceed the Board authorized budget by FIVE HUNDRED (\$500.00) DOLLARS, will be made only with the prior approval of the Board, except in the cases of emergency which require prompt action to avoid unnecessary loss.

SECTION FIVE

USE OF PROFESSIONAL CONSULTANTS

Notwithstanding anything herein to the contrary, the Agent shall not be obligated to take any action which might be prescribed by law or result in any burdensome or onerous penalty being imposed upon Agent by law or by judicial or administrative decree or order which requires special licensing as a business or profession including, but not limited to, the practice of law, public accounting, investment advice and insurance brokerage. In the event licensed professionals of the nature are required, Agent may retain same on behalf of, and at the expense of, the Association, upon prior approval in each instance by the Board of Directors of the Association.

SECTION SIX

DOCUMENTS SUPPLIED BY ASSOCIATION

The Association agrees to provide appropriate information to the Agent, including but not limited to, copies of the following:

- A. Articles of Incorporation of the Association.
- B. By-laws of the Association.
- C. All supplemental Declaration of Covenants, Conditions and Restrictions.
- D. All maintenance and service contracts in effect as of signing.
- E. All prior accounting records and documents.
- F. Any Association correspondence.
- G. Insurance contracts presently in effect.
- H. Complete sets of plans and specifications, if available.
- I. Complete list of sub-contractors and suppliers used during construction.

SECTION SEVEN

AGENT'S PRACTICE OF DISCLOSURE

Agent agrees not to collect or charge any undisclosed fee, rebate, or discount; should any such fee, rebate or discount be received by Agent, the same shall be credited to account of the Association.

SECTION EIGHT

TERMINATION OF AGREEMENT

The Agreement shall cease upon the happening of any of the following events:

- A. DESTRUCTION: Upon the destruction of the entire or a substantial portion of the project, either party may terminate this agreement by serving thirty (30) days written notice by certified mail to the other party.

- B. BANKRUPTCY, INSOLVENCY: If a petition in bankruptcy is filed by either the Association or the Agent, or if either shall make an assignment for the benefit of creditors, either party may terminate this agreement by serving thirty (30) days written notice by certified mail to the other party.
- C. CONDEMNATION: Upon taking of the entire or substantial portion of the project through lawful condemnation proceedings by any governmental party, either party may terminate this Agreement by serving thirty (30) days written notice by certified mail to the other party.
- D. TERMINATION FOR CAUSE: If there arises a dispute between the Association and Agent, and if in the opinion of the aggrieved party the offending party has committed a material breach of this Agreement, the aggrieved party will serve written notice upon the offending party, setting forth the details of such alleged breach. If the offending party does not, within ten (10) days after the mailing of such notice, by certified mail with return receipt requested, cure such breach, or if such breach is of a nature that it cannot be cured within the ten (10) day period, and if the offending party has not, within the ten (10) day period, commenced and at all times thereafter continued diligently to proceed with all acts to cure such breach, this Agreement may be terminated without prejudice, after twenty (20) days written notice by certified mail with return receipt requested, subject, however, to any and all rights and remedies available to the aggrieved party.

E. ON TERMINATION: The contract parties shall account to each other with respect to all matters outstanding as of the date of the date of termination, and the Association shall furnish the Agent security, satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder. The Association agrees to sign a release once an audit has been conducted by a Certified Public Accountant, provided said audit does not allege any liability by Agent to the Association, said audit to be conducted promptly upon termination. The costs of the audit are to be borne by the Association. The Association may, upon unanimous vote of its Board of Directors, waive this audit.

SECTION NINE

HOLD HARMLESS AGREEMENT

The Association agrees that it will provide a public liability insurance from a carrier acceptable to the Agent with limits no less than \$500,000 each occurrence, \$500,000 (aggregate), to which the Agent shall be added as an additional insured. In addition, the Association will carry the necessary workers' compensation for all employees of the Association, adequate to protect the Agent in the same manner and to the same extent the Association protects the owners, and will name the Agent as a named insured. The Agent and its employees also shall not be liable for any error of judgment or for any mistake of the fact of law or for anything which it may do or refrain from doing hereinafter except in cases of willful misconduct or gross negligence.

SECTION TEN

AGENT'S COMPENSATION

The compensation which the Agent shall be entitled to receive for all services performed under this Agreement shall be as follows:

- A. As of the first of the month in which the closing of the first unit is anticipated and until 53 units have closed - FIVE HUNDRED THIRTY (\$530.00) DOLLARS per month.
- B. Upon closing 54 units and until 106 units have closed - EIGHT HUNDRED FORTY-EIGHT (\$848.00) DOLLARS per month.
- C. Upon closing 107 units and until 159 units have closed - ONE THOUSAND ONE HUNDRED THIRTEEN (\$1,113.00) DOLLARS per month.
- D. Upon closing 160 units and through the term of the management contract - ONE THOUSAND TWO HUNDRED SEVENTY-TWO (\$1,272.00) DOLLARS per month.
- E. Monthly compensation is payable in advance on or before the tenth day of each month.

ADDITIONAL FEES

- A. The Association agrees to reimburse the Agent for unusual expenses resulting from actions of the Association, including printing and photocopying, postage and long distance phone calls as authorized by the Association.
- B. Administrative costs incurred in the collection of delinquent Association fees will be charged to the Association to be reimbursed to the Association by the delinquent owner, along with incurred attorney's fees, filing fees and court costs.

This agreement shall constitute the entire Agreement between the contracting parties and no variance or modifications thereof shall be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as the Agreement. The Agent may not assign or transfer this contract.

IN WITNESS WHEREOF, this Agreement shall become effective when signed by the appropriate parties hereto.

WITNESSES:

KENLAND COURT HOMEOWNERS' ASSOCIATION, INC.

BY: _____

ATTEST: _____

THE FURR COMPANY

BY: _____

ATTEST: _____

K E N L A N D C O U R T

H O M E O W N E R S A S S O C I A T I O N

(Revised Spring 1987)

MAKING YOUR MARK

Your Association elects a Board of Directors to oversee the operation of your community. The Board of Directors has established several committees that assist the community in enforcing the rules and covenants of the Association. You can serve your community with your assistance and in-put to these committees. ALL HOMEOWNERS ARE URGED TO JOIN AND ACTIVELY PARTICIPATE IN COMMITTEE WORK. The opportunity is there... GET INVOLVED!

GETTING INVOLVED

The Board of Directors meets on a regular basis. Notices of the meeting date, time and place will be posted at the mailboxes or mailed in advance. Your attendance and participation is vital to the Association so that you may air your suggestions.

In addition to the regular monthly meetings, there are other major meetings held on an annual basis and required by law. They are the Budget Adoption meeting and the Annual meeting for the election of the Board of Directors.

In order for business to be conducted at the Annual meeting, and in order for owners to approve a budget (at the budget meeting), a quorum of owners is required. A quorum is composed of the number of unit owners equal to one (1) unit owner more than 50% of the unit owners (for example, if there were 100 owners, the Association would need to have at least 51 owners present at the meeting in order to have a quorum). It is important that you attend these meetings or send your proxy with someone to represent your vote. Failure to have the necessary owners present will require adjournment and renoticing... all very costly to the Association.

WHY DO I PAY MAINTENANCE FEES?

The Association owns, manages, operates and maintains the common land and facilities available to the entire community. Some of the things your fees pay for are the pool areas and clubhouses, sprinkler system, street lighting, (and its electricity!), grass maintenance and authorized signs within the community. For a more detailed breakdown, please refer to a copy of the current yearly budget.

Timely payment of your monthly maintenance fee is essential to the smooth operation of our Association. Delinquent homeowners affect EVERYBODY! Accordingly, the Board of Directors has established a policy for dealing with those homeowners who fail to meet their monthly obligation. The specifics of that policy can be found in this package under the heading "ENFORCEMENT OF RULES".

ARCHITECTURAL CONTROLS AND WHY?

A major responsibility of the Board of Directors is the preservation and maintenance of the common areas and the basic architectural design intended for our community. The Board is responsible for architectural control and no one owner (or group of owners) can act without the approval of all other owners (through the Board of Directors). The controls are simply a means to protect the character and value of everyone's property. Various changes, if implemented without approval, can detract from the overall appearance of our community and create a lower property value.

IT IS OF GREAT IMPORTANCE TO UNDERSTAND THAT YOU CANNOT ALTER THE EXTERIOR OF YOUR UNIT IN ANY WAY (INCLUDING PAINTING) WITHOUT PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS. UNAUTHORIZED CHANGES AND ADDITIONS TO THE HOMES AND THE EXTERIOR COMMON ELEMENTS WILL RESULT IN REMOVAL BY THE OWNER OR BY THE ASSOCIATION AT THE OWNERS EXPENSE.

CLUBHOUSE USAGE

The clubhouses are open Sunday through Thursday until 11:00 p.m. and Friday and Saturday until midnight. They are available for private use by members of the Association only, however, prior approval from the managing agent is mandatory. This entails signing a contract and accepting responsibility for any damage to the facilities by placing a refundable damage deposit of \$200.00 with the Association. Please arrange to pick up the keys to the clubhouse and bathrooms in advance and be sure you understand which clubhouse you are renting. (No. 1 or No. 2).

PARKING

Kenland Court is no different than any other planned community in the Miami area... there doesn't seem to be enough parking. However, the cooperation of each homeowner and tenant is required in order to keep the roadways clear. Please park in front of your home or in the guest parking areas, not on the grass or in the street!

The following vehicles are strictly prohibited on the grounds in any location whatsoever: Campers, trucks over 3/4 ton, trailers, boats, recreational vehicles (R.V.'s), and any commercially-marked vehicles owned or operated by unit owners or their tenants. Violators will be towed at the owners expense after proper notice has been issued (sticker notice). Also, any vehicle which can not or has not been moved on its own power, or a car not currently tagged, may be subjected to removal. Only minor auto repair work, completed within one day, may be performed on the premises.

AM I RESPONSIBLE FOR MY LAWN AND LANDSCAPING?

The answer is "some of it". You are responsible for attractively maintaining both your fenced-in backyard and the area just outside your front door. If you have done any re-landscaping or additional landscaping (such as flowers or annuals that require almost daily maintenance), please care for them routinely. Your cooperation is necessary if the appearance of our community is to be of quality. Remember, one unkept backyard or patio detracts from the overall appearance of the entire community, thus affecting everyone's property values.

Trees, shrubbery, etc. that extend out of backyards should not be allowed to interfere with another neighbor's yard or walkways. The Association has the right to cut and/or trim any such shrubbery or trees at the expense of the owner who fails to maintain the area in a safe and orderly manner. The Association will give 7 days' notice prior to performing maintenance. Also any trimmings should be placed in bundles or bags for removal by the county and not thrown over back fences for the maintenance company to pick up!

POOL RULES

Our community's pools have recently been fenced-in to provide greater privacy to those persons using them and to provide additional security for the property. Each homeowner will be issued one (1) key that will give them access to the pool. PLEASE PROTECT IT! THE CHARGE FOR REPLACING A LOST KEY IS \$25.00.

1. No children under 16 years of age are allowed unless accompanied and supervised by an adult (21 years old) in the pool area.
2. No ball playing, bike riding, skateboards, skating, running or rough games in or around the pool area.
3. Only residents and guests of Kenland Court are allowed the use of this facility. (Residents should accompany their guests.)
4. No glassware in the pool area.
5. No small toys are allowed.
6. No pets in the pool or pool area.
7. No oversized floats in the pool.
8. Pool safety equipment is for emergency use only.
9. Persons using the pool do so at their own risk.
10. Please dispose of cigarettes in containers provided.
11. No loud radios, cassettes, tape players, etc. are allowed.
12. Pool hours: 7 a.m. to 10 p.m.

WHERE IS YOUR PET NOW?

Pets must be kept on a leash and not allowed to run loose on the property. Please walk around the outer perimeter and not on pedestrian traffic areas, in front of windows and doors, the parking lot and pool areas. An animal is your responsibility whether it is a cat or dog; please do not let your pets roam the property! The Board of Directors reserves the right to take disciplinary action against any homeowner (after written notice) who allows his pet to become a nuisance to his neighbors or the community, thereby affecting the quiet enjoyment of the property.

OTHER RULES

1. Common grounds should not be obstructed, littered, defaced, misused or built upon in any manner.
2. "For Rent" or "For Sale" signs are limited to the size of 9" x 12" and only one sign per home. Do not put them on back fences or hang them over the rear fence line.
3. All owners, their families, guests or tenants must keep their homes in good repair.
4. Trash is picked up by the county on Tuesday and Friday mornings. You should not put out any trash prior to the evening before pickup. Trash containers (if used) must be removed from the common area no longer than Tuesday or Friday evening. Trash must be placed in sealed bags or closed containers.
5. Please note that you, the homeowner, remain liable to the Association for any and all fees past due, even if you sell your unit. The Association reserves the right to collect past due obligations, and if necessary will secure a lien on a delinquent homeowner's property to prevent a transfer of ownership until such obligations are met.
6. In the event that you, the homeowner, rent out your unit, YOU MUST FILE A COPY OF THE RENTAL/ LEASE AGREEMENT WITH THE PROPERTY MANAGER WITHIN 30 DAYS OF THE COMMENCEMENT OF THE LEASE. Upon receipt of the lease, the property manager will forward a copy of the rules and regulations to your tenant. PLEASE NOTE THAT YOU, THE HOMEOWNER, STILL REMAIN LIABLE FOR ANY VIOLATION OF THESE RULES BY YOUR TENANTS.
7. The Association has the right to promulgate additional rules and regulations as from time to time deemed necessary.

ENFORCEMENT OF RULES

Please be a good neighbor by following these rules voluntarily, to avoid the expense of hiring someone to enforce them through legal action. All rules and regulations are enforceable by the Board of Directors and the management company as its agent, including but not limited to the imposition of fines on violators.

Certain collection practices are already in affect regarding late payments of monthly maintenance fees:

1. Any fee not paid within 15 days after the due date is considered delinquent.
2. Upon a fee becoming delinquent, a notice will be mailed to the unit owner, advising them that they are delinquent and thereby subject to a \$10.00 administrative fee for collection costs for each month the fee past due remains unpaid. The unit owner will also be advised that interest charges at a rate of 1.5% per month will begin to accrue within 5 days.
3. A second notice will be mailed to the unit owner 30 days after the mailing of the first notice. The unit owner will be advised that in addition to the late fees and interest charges already incurred, they are now subject to any legal fees, costs, or liens that may be necessary to collect the outstanding debt. The unit owner will also be advised that if the delinquency is not paid within 30 days the matter will be referred to an attorney.
4. A final notice will be mailed to the unit owner 30 days after the second notice has been mailed. This letter will advise them that their fees are now 60 days past due, and that the matter has been turned over to an attorney.

KENLANDS TOWNHOUSE:
ESTIMATED ANNUAL OPERATING BUDGET

| | <u>MONTHLY</u> | <u>ANNUALLY</u> |
|----------------------------------|-----------------|------------------|
| <u>ADMINISTRATION</u> | | |
| Office Supplies & Postage | 40 | 480 |
| Legal | 30 | 360 |
| Audit | 165 | 1,980 |
| Insurance (Fire, Liability, D&O) | 167 | 2,004 |
| Management Fee | 1,272 | 15,264 |
| Licenses & Fees (Pool, county) | 30 | 360 |
| Miscellaneous | 30 | 360 |
| | <u>30</u> | <u>360</u> |
| SUB-TOTAL | 1,734 | 20,808 |
| <u>OPERATION</u> | | |
| Electricity (Pool & Rec. Bldg.) | 300 | 3,600 |
| Electricity (Street Lights) | 200 | 2,400 |
| Water & Sewer (Pools) | 50 | 600 |
| Cable T. V. | 1,908 | 22,896 |
| Miscellaneous | 20 | 240 |
| | <u>20</u> | <u>240</u> |
| SUB-TOTAL | 2,478 | 29,736 |
| <u>MAINTENANCE</u> | | |
| Landscape Maintenance | 1,667 | 20,004 |
| Sprinkler Maintenance | 100 | 1,200 |
| Pool Maintenance | 500 | 6,000 |
| Janitor (payroll) | 167 | 2,004 |
| Janitor (supply) | 30 | 360 |
| Electrical Maintenance | 40 | 480 |
| Plumbing Maintenance | 20 | 240 |
| Parking Lot Maintenance | 20 | 240 |
| Miscellaneous | 40 | 480 |
| | <u>40</u> | <u>480</u> |
| SUB-TOTAL | 2,584 | 31,008 |
| <u>RESERVES</u> | | |
| General Operating Reserve | 1,154 | 13,848 |
| <u>TOTAL</u> | \$ <u>7,950</u> | \$ <u>95,400</u> |