

RE: 1411303033

AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
DORAL ESTATES

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth by CAROL MANAGEMENT CORPORATION, a New York corporation, and the required number of lot owners pursuant to the provisions of Article II, Section 1, hereof.

W I T N E S S E T H

WHEREAS, Developer is the owner in fee simple of a portion of the real property described on Exhibit "A," annexed hereto and has developed on Parcel 1 a planned residential community known as DORAL ESTATES; and has established a non-exclusive easement over Parcel 2 providing access to DORAL ESTATES from other properties owned by the Developer; and

WHEREAS, in connection with the development of the planned residential community and the preservation of the values and amenities of such community, it is necessary to declare and subject such real property to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a corporation certain powers and duties of ownership, administration, operation and enforcement; and

WHEREAS, the undersigned have agreed to amend the original Declaration of Covenants and Restrictions for DORAL ESTATES recorded in Official Records Book 11241, at Page 1265, of the Public records of Dade County, Florida, by republishing the covenants and restrictions as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that Parcel 1 and Parcel 2 described on Exhibit "A" shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and the provisions of this Declaration shall be a covenant running with the land described as Parcel 1 on Exhibit "A" and shall be binding on all parties having any right, title or interest in the properties described in Parcel 1 on Exhibit "A" or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. This agreement and the terms and provisions of this agreement are sometimes referred to as "Declaration" or "Covenants" and "Restrictions." Easement means the non-exclusive ingress and egress easement to 41st Street, which is Tract "D" on the recorded Plat of DORAL ESTATES, including roads, guard house, gates, entrance features, landscaping, fountains, lighting, sprinkler systems and other appurtenances which may be constructed and located thereon or adjacent thereto to service the Easement. In the event the Developer grants the right to use the Easement to the residents of a New Development, or there is damage to the Easement caused by the Developer or its agents, successors and assigns, Developer agrees that Developer will repair any damages to the Easement caused by its construction and development work. The Developer will pay for any changes in the Easement which the Developer may require in connection with a New Development. Any temporary or permanent easement rights in the non-exclusive Easement from N.W. 41st Street to DORAL ESTATES, or any portion thereof, extended to any parties, subdivisions or new Easement users shall contain a provision that such user shall be responsible for a pro rata share of all costs of maintaining the Easement based upon the number of lots in the various developments utilizing the Easement, with the exception of the cost of maintaining or repairing the Easement for which such parties, subdivisions or new Easement users will share only to the extent of the portion of the Easement which they are entitled to utilize. Also to be excepted are expenses related to security for any security structure which may exist or which may be erected on or about a portion of the Easement or security services which are not utilized by such parties, subdivisions or new Easement users. For example, there are presently 88 lots in DORAL ESTATES and 86 lots in DORAL COLONY, so that each lot has the responsibility to pay 1/174th of the total cost. If a New Development is added with 65 units, then each unit would be responsible for paying 1/239th of the total cost of maintaining that portion of the Easement for which the New Development is responsible. Each unit in the New Development will be responsible for making the payments on monthly basis from and after the date that a Certificate of Completion is issued by Metropolitan Dade County, Florida for the

unit situated upon such lot, or upon the transfer of title to a vacant lot from the Developer to a transferee, whichever comes first. The Easement shall be maintained by the Association. The Developer will only grant rights to use the Easement to single or multi-family residential or resort related developments, however, the Developer will not grant the right to use the Easement to any property abutting the west side of the Easement in Section 21, Township 53 South, Range 40 East, which by way of example shall include at a minimum any property West of the Easement Road as well as the Southern portion of the Easement Road which runs East and West.

## ARTICLE I

### DEFINITIONS

THE FOLLOWING WORDS AND PHRASE WHEN USED IN THIS DECLARATION SHALL HAVE THE FOLLOWING MEANINGS:

1. "Association" shall mean Doral Estates Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns. The Association shall be the entity responsible for the operation of this planned unit development and who will exercise the functions herein provided.
2. "Articles" shall mean the Articles of Incorporation of the Association.
3. "Assessment" shall mean the share of the Association expenses which from time to time are assessed against the lots and lot owners.
4. "Association Areas" shall mean Tract A and the Lakes shown on the plat of DORAL ESTATES and any additions thereto. The Private Roads described as Tract "E" on the Plat of DORAL ESTATES, Tract "D," as shown on said plat shall be included within the definition of Association Areas unless the context otherwise requires, which Tract "D" is the non-exclusive easement shown on the Plat of DORAL ESTATES and described further in number 18 below.
5. "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the lots and the owners thereof.
6. "Board" shall mean the Board of Directors of the Association.
7. "Colony" means Doral Colony Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
8. "Committee" shall mean the committee to be established pursuant to Article VIII, Section 1.
9. "Common Properties" shall mean the areas of land shown on the recorded plat of DORAL ESTATES as Tract A and the Lakes which are intended for the common use and enjoyment of the owners of the Properties.
10. "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants and Restrictions as the same may be amended from time to time.
11. "Developer" shall mean Carol Management Corporation, a New York corporation, its successors and assigns.
12. "Easement" shall mean the non-exclusive ingress and egress easement over other lands of the Developer from the Properties to N.W. 41st Street, which is Tract "D" on the recorded plat of DORAL ESTATES, including the landscaping, lighting, entrance features, fountains in the lake adjacent to said Tract "D," security services, guard house, and security gates which may be erected thereon or adjacent thereto.
13. "Lot" shall mean the plots of land shown upon the plat of DORAL ESTATES designated as Lots 1 through 88 inclusive.
14. "New Development" shall mean any new development for which the Developer grants the right to use the Easement for the residents of the New Development.

15. "New Development Entity" shall mean the entity which is established for the operation and administration of any New Development.

16. "Occupant" shall mean the person or persons other than the unit owner in possession of the unit.

17. "Owner," "Unit Owner," or "Lot Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Parcel 1 of Exhibit "A" including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

18. "Plat" shall mean the record plat of DORAL ESTATES which Plat has been recorded in Plat Book 113, at Page 79, of the Public Records of Dade County, Florida.

19. "Private Road" shall mean the private road shown as Tract "E" on the recorded plat of DORAL ESTATES.

20. "Properties" or "the Properties" shall mean all such existing properties described on Exhibit "A" or any supplemental or amended Declaration under the appropriate provisions hereof as specifically referred to in Paragraph 4 of Article IX.

21. "Residential Areas" means the Lots upon which the units may be located.

22. "Surplus" shall mean the excess of all receipts of the Association from the lot owners and any other income inuring to the Association over and above the amount of expenses of the Association.

23. "Unit" or "Dwelling Unit" shall mean all or any portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a single family.

## ARTICLE II-A

### RESIDENTIAL AREAS AND ASSOCIATION AREAS, COVENANTS AND RULES AND REGULATIONS

1. LAND USE, BUILDING TYPE AND SIZE, UNIT COST AND QUALITY. No Unit, Lot or improvements thereon shall be used for any purpose other than residential purposes. No Unit shall be constructed on any Lot for a cost of less than \$135,000.00 as said sum shall hereafter fluctuate with the purchasing power of the dollar. It is the intention and purpose of this Declaration to ensure that all Units shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of this Declaration at the minimum cost stated herein for the minimum permitted size. The ground floor of the main structure, exclusive of the open porches, patios and garages of a single-story, bungalow-type house, shall contain a minimum of 2,000 square feet in area. The ground floor of the main structure, exclusive of the open porches, patios and garages of a two-story house shall contain a minimum of 1,250 square feet in area. Units may only be residential, single family, detached Units approved by the Architectural Control Committee as same is required hereafter and may be occupied by residents other than the owner and may be rented or leased to "Occupants."

2. APPEARANCE. All Lots and the improvements thereon shall be maintained in good repair and overall appearance.

3. PROPER USE. No improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, shall be observed.

4. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No flammable, combustible or explosive fluid or chemical substance shall be kept in any Unit or on any Lot except such as are required for normal household use and same shall be kept within the Unit. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or on his Lot which will increase the rate of insurance as to other Lot Owners, as to the Lots and improvements thereon and as to the Association Areas. The foregoing restrictions shall be subject to the approval by the Architectural Control Committee as to the use and the location of gas for barbecues and the barbecues themselves and gas and oil for use with pool heaters.

5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

6. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except that the Developer shall be entitled to place signs of any size upon any Lot which it owns in order to advertise the Property for sale, etc.

7. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

8. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Metropolitan Dade County. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. WATER SUPPLY. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Miami-Dade Water & Sewer Authority and Dade County Pollution Control Authority. Approval of such system as installed shall be obtained from such authorities.

11. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Miami-Dade Water & Sewer Authority and Dade County Pollution Control Authority. Approval of such system as installed shall be obtained from such authorities.

12. ASSOCIATION AREAS. There shall be no alteration, addition to, or improvement of the Association Areas without the consent of the Developer. No person shall use the Association Areas or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association.

13. BUILDING, LANDSCAPING AND OTHER IMPROVEMENTS AND ZONING REGULATIONS. All buildings, Units, improvements and landscaping, where applicable, shall comply with the minimum standards and zoning laws of Metropolitan Dade County, Florida in force at the applicable time. Before any Unit, building or improvement is constructed or landscaping installed, (including fences, wells and hedges), the written approval of the Association, through the Architectural Control Committee must be first obtained. It is the intention of the Developer to empower the Association, through the Architectural Control Committee, with the authority to control not only the initial Unit and improvements and landscaping to be constructed on any Lot but also to control any change or modification in landscaping or additions or modifications to the original Unit and improvements on any Lot. This provision shall be interpreted in its broadest sense, it being the intention of the Developer not to permit a Lot Owner to make alterations and modifications to the exterior of a Unit or within the original Unit which would be visible outside the Unit without requiring consent or approval of the Association or to change and modify any landscaping without such approval. The Association shall have the power to enact rules and regulations to more specifically define the provisions of this paragraph.

All screened enclosures appurtenant to residences shall be bronze finish (ESP Paint or anodized) frames with dark green or charcoal fiberglass screen. Any screen enclosure outside of the building setback lines shall not be enclosed or roofed with any materials. Any addition, alterations or changes to existing structures shall conform to existing architecture and finished colors shall be compatible with the existing structure.

14. **RIGHTS OF DEVELOPER.** Notwithstanding any provisions in this Declaration to the contrary, including the provisions of this Article II-A, the Developer shall have the right, with respect to the development of the Property described on Exhibit "A" to construct buildings and Units and other improvements on the Lots and the other property described on Exhibit "A" and to landscape same as it determines in its sole discretion without obtaining the consent and approval of the Association and the Architectural Control Committee, provided, however, that same complies with the minimum applicable building standards and zoning laws of Metropolitan Dade County, Florida in force at that time. In addition, the Developer shall have the right without the necessity of receiving the approval of the Association and the Architectural Control Committee to approve plans and specifications for builders other than the Developer in conjunction with the sale of residential units, provided, however, that same complies with the minimum applicable buildings standards and zoning laws of Metropolitan Dade County, Florida, in force at that time.

15. **RULES AND REGULATIONS.** The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Association Areas and governing the maintenance of the Lots and Units and improvements and landscaping thereon, provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time same become effective and provided that said rules and regulations are a reasonable exercise of the Association's powers and authority based upon the overall concepts and provisions of this Declaration. The Association shall have the right to control and determine if a Unit Owner may store or leave boats, trailers, campers, recreational vehicles and other similar items on the Lot or, if applicable, on the Association's Areas and if authorized, under what conditions. The Association may enact rules and regulations governing the use and if permitted, the location and type of clotheslines upon a Lot as well as the erection and installation of any antenna or aerial upon a Lot.

16. **EASEMENTS.** Easements for installation and maintenance of utilities and if applicable, drainage facilities, are reserved as shown on the Plat. The Developer hereby reserves the right, in its sole discretion to grant additional utility and drainage easements within the property described on Exhibit "A" until such time as the improvement of the Property is completed.

17. **EXTERIOR COLOR OF UNITS.** The exterior color of all Units, including the roofs, shall remain the color initially designated and determined by the Developer upon the construction of the Unit, provided, however, said color may be changed by a Unit Owner with the written approval of the Association being first had and obtained.

18. **BOATS.** No power boats of any type or vessel powered by any type of motor whatsoever shall be operated on or located on any of the Lakes. Bathing and swimming are also prohibited in the Lakes. No use shall be made of the Lakes that will interfere with the use and enjoyment of them by abutting property owners as they may from time to time exist. The Lakes of DORAL ESTATES presently abut golf courses owned and operated by the Developer.

## ARTICLE II-B

### PROPERTY RIGHTS

1. **OWNER'S EASEMENTS OF ENJOYMENT.** Every Owner shall have in common with all other Owners a right and easement of enjoyment in and to Tract A, the Private Roads designated on the Plat as Tract E, the Lake shown on the Plat and the non-exclusive easement designated on the Plat as Tract D which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) The right of the Association to dedicate or transfer all or any part of Tract A to any public agency, or utility for such purposes and subject to such conditions as may be agreed to by the Owners of seventy-five percent (75%) of the Lots and applicable governmental authorities.

(b) The right of the Association, as provided in its By-Laws to suspend the enjoyment rights of any Member of any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(c) The Developer, by virtue of the execution of this Declaration and pursuant to the Plat, hereby grants unto the Lot Owners and the occupants of any Lot, including Lot Owners' lessees, guests, invitees and servants a vehicular and pedestrian easement over and across the Easement for the purpose of obtaining ingress and egress to the Lots, Tract "A," and the Lakes on the Plat. The Developer hereby grants an easement over and across the Easement to governmental entities to provide governmental services to the Owners and Properties. Notwithstanding the foregoing, the Developer and its successors and assigns, in its sole discretion, may dedicate or transfer all or any part of the Easement to any public agency or authority for such purposes and subject to such conditions as may be agreed to by said Developer and the applicable governmental authority subject, however, to the Lot Owners' and others' right of ingress and egress over the Easement as herein provided. The non-exclusive Easement granted by the Developer includes any roads, guard house, gates entrance features, landscaping, fountains in the lake adjacent to the Easement, lighting and sprinkler system and other appurtenances which may be constructed and located there or adjacent thereto to service the Easement. The expense of constructing the Easement shall be borne by the Developer. However, all temporary or permanent easement rights in the non-exclusive Easement from N.W. 41st Street to Doral Estates extended to any parties, subdivisions or new Easement users shall contain a provision that such user shall be responsible for a pro rata share of the costs of maintaining the Easement as set forth in the Therefore Clause.

(d) Restrictions contained on the Plat annexed hereto.

(e) Access to the Lakes for Lot Owners whose Lots are not adjacent to or border the shores of the lakes shall be limited solely to entering upon said Lakes over, upon and across Tract A.

2. TITLE TO TRACT A, LAKES AND PRIVATE ROAD. The Developer may retain the legal title to Tract A, the Private Road, and the lakes until such time as it has completed improvements thereon and divested itself of title to the Lots on the Plat or prior thereto as determined solely by the Developer. The Developer has heretofore conveyed Tract A, the Private Road, and the Lakes to the Association free and clear of all liens and encumbrances.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot shown on the Plat shall be a member of the Association. There shall be one person, with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Lot Owners. That person shall be known (and is hereinafter referred to) as a Voting Member. If a Lot is owned by more than one person, the Owners of said Lot shall designate one of them as the Voting Member, or in the case of a Corporate Lot Owner, an Officer, Director or an employee thereof shall be the Voting Member. The designation of the Voting Member shall be made in writing, and delivered to the Secretary of the Association. The total number of votes shall be equal to the total number of Lots and each Owner shall have no more and no less than one equal vote in the Association. If one individual or entity owns two (2) Lots, he shall have two (2) votes. A right to vote is not divisible. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association for the ownership of that Lot and said membership shall automatically vest in the transferee.

2. Any Lot Owner who mortgages or sells his Lot shall notify the Board of Directors and provide the name and address of his Mortgagee or the new Owner.

3. An Owner shall be entitled to only one representative on the Board of Directors even though the Owner may own more than one Lot. For the purposes of this Section, the definition of "Owner" shall include the Developer, parent or subsidiary corporations, partnership (limited or general), family units and other similar relationships.

## ARTICLE IV

COVENANTS OF ASSOCIATION AS TO MAINTENANCE,  
TAXES AND OTHER MATTERS

A. The Association shall govern, operate, control and manage Tracts "A" and "E" and the Lakes pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall, at all times, maintain Tracts "A" and "E" and the Lakes, and, if applicable, pay the real property ad valorem taxes thereon as said taxes are billed to the Association (as differentiated as being billed to the Lot Owners) and obtain and pay the premium for public liability insurance as to Tracts "A" and "E," the Lakes, which said insurance policy shall be in the name of the Association covering the Easement and shall also name the Developer as an additional insured as its interest may appear and the minimum limits of such insurance shall be \$1,000,000.00 per occurrence. The aforesaid insurance policy shall be in such amounts, subject to such conditions and with such provisions as the officers or Board of Directors of the Association determines (except for insurance covering the Easement) and said officers and Board of Directors may obtain such other type of insurance as they deem advisable. Areas to be maintained by the Association as provided herein shall be maintained in good condition and repair in accordance with the standards set forth in Article VIII, and the foregoing shall include the landscaping upon Tracts "A" and "E." In the event that at some future date, the Developer, or its successors or assigns, grants and gives rights in the Easement to any parties, subdivisions or new Easement users, the pro rata share of the costs of maintaining the Easement, guard houses, entrance feature, fountains, street lights and all other areas and improvements located within the Easement described as Tract "D" on the recorded Plat of Doral Estates shall be determined as hereinabove provided.

B. The foregoing constitutes the basic and general obligations of the Association and the costs of performing said obligations are to be paid by each Lot Owner as hereinafter provided. The Association shall assess each Lot on an equal basis, as is more particularly provided herein for the expenses of the Association. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expense of the Association. The procedure for the determination of such Assessments shall be as set forth in this Declaration or the By-Laws or the Articles of Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special Assessment should one become necessary as determined by them in their sole discretion and said special Assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association. Regular Assessments shall be payable in advance on a monthly, quarterly, semi-annual or annual basis or otherwise as determined by the Board of Directors.

## ARTICLE V

MAINTENANCE OF LOTS AND IMPROVEMENTS THEREON AND  
LANDSCAPING THEREON

In the event an Owner of any Lot shall fail to maintain the Lot, Unit or improvements thereon and the landscaping, the Association, upon ten (10) days written notice to the Owner and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, Unit and any other improvements thereon and landscaping thereon. The cost of same shall be added to and become part of the Assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the liens on lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

## ARTICLE VI

## COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer for each Lot owned by it and each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1)

annual Assessments, or charges, and (2) special Assessments for deficiencies, other purposes and capital improvements, such Assessments to be established and collected as herein provided. The annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such Assessment is made, and shall be equal for each Lot. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to any successor in title unless expressly assumed.

2. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be for the purposes defined and set forth in Article IV herein and such other purposes as the Board of Directors of the Association determines.

3. ANNUAL ASSESSMENTS. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. The expenses of the Association are those expenses as set forth in Article IV hereof and such other expenses as are determined by the Board of Directors. The annual Assessment for regular expenses shall be determined by the Board of Directors based upon an estimated annual budget, which shall be prepared at least thirty (30) days prior to the commencement of each calendar year. The Association shall be on a calendar year basis. One-twelfth (1/12) of each year's annual Assessment as same is from time to time determined by the Association shall be due on the first day of each month in advance, unless otherwise decided by the Board of Directors of the Association. Expenses shall be shared by the Owners of all the Lots on the Plat on an equal basis. Each Owner shall be obligated for his share of the Association's expenses commencing with the first day of the month after the date of the deed of conveyance of his Lot to him.

4. INITIAL CONTRIBUTION. Each Owner simultaneously with the acquisition of title to his Lot from the Developer shall make an initial contribution to the Association in an amount to be determined from the Developer by the Board of Directors of the Association; however, the Developer shall not be assessed for this initial contribution.

5. CERTIFICATE REGARDING PAYMENT. The Association shall upon demand at any time furnish any Lot Owner liable for said Assessment a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

6. EFFECT ON NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF THE ASSOCIATION. If the Assessments are not paid on the date when due, then such Assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the Lot. The Board of Directors shall have the option to accelerate any delinquent Owner's Assessment for the balance of the calendar year. Liens may be foreclosed in the same manner that mortgages are foreclosed.

The personal obligation of the then Lot Owner to pay such Assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00 per month, per Lot shall be automatically assessed without further action by the Board of Directors of the Association. The Association shall have the right to bring an action at law to collect any amounts due hereunder as hereinabove provided, together with its reasonable attorneys fee to be fixed by the Court in addition to the cost of the action, and including attorneys fees and costs on appeal.

7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien for Assessments set forth herein shall be superior to all other liens, except tax liens and institutional first mortgage liens. Institutional first mortgages are mortgages held by banks, trust companies, savings and loan associations, pension funds or insurance companies. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such a Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment.

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE

**REVIEW BY COMMITTEE.** Nothing is to be constructed or installed or changed or modified, altered or added to or on a Lot without first obtaining the written approval of the Architectural Control Committee (see Article II-A, Section 13). The Architectural Control Committee shall require the submission of plans and specifications showing the nature, kind, shape, height, materials and location of what the Lot Owner proposes. The plans and specifications must be approved in writing by the Architectural Control Committee before construction or installation, etc. is commenced. In the event the Architectural Control Committee fails to approve or disapprove, within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin has been commenced prior to the completion thereof, approval will be deemed to have been granted and this Article, and Article II-A, Section 13, will be deemed to have been fully complied with. The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board or in the Board's sole discretion, the Board of Directors may act as said committee. The rights of the Developer, as provided in Article II-A, Section 14, are paramount to the terms and provisions of this Article VII.

## ARTICLE VIII

### MAINTENANCE OF EASEMENT

1. **MAINTENANCE STANDARDS.** The Easement shall be maintained by the Association in accordance with standards to be established by the Association and by Colony. To enable the Association and Colony to have a pro rata voice in the setting of standards and the sharing of costs for the maintenance of the Easement, a four member Committee will be formed. The Committee will consist of two (2) members appointed by the President of the Association and two (2) members appointed by the President of Colony. Decisions shall be based on one hundred seventy-four (174) votes by the Committee. Each Association member shall have forty-four (44) votes and each Colony member shall have forty-three (43) votes. The Committee will meet no later than October of each calendar year to set the standards for the maintenance of the Easement. The Committee's decision will be binding upon the Association and Colony.

On or before August 1, 1989, the Committee shall consult with professional landscapers and/or landscape architects and will set and adopt the minimum standards for maintenance of the Easement. The minimum standards for the maintenance of the Easement will be a standard (i) which is the same or greater than the standard of maintenance in effect on February 1, 1989; and (ii) which does not permit any physical or visual obstruction of the Developer's golf courses.

Security services for the Easement and for Doral Estates and Doral Colony will be a part of the maintenance standards to be established by the Committee. The minimum security standard shall, at all times, consist of not less than a twenty-four (24) hour manned guard house located in the front rotary of the Easement and a twenty-four (24) hour roving patrol for all developments serviced by the Easement however, the roving patrol shall not patrol a New Development until such time as the Homeowners' Association for the New Development entity commence contributing to the cost of said roving patrol in accordance with the terms contained in paragraph 5 below.

2. **MAINTENANCE BUDGET.** A budget for the maintenance of the Easement shall be established by the Committee no later than October of each calendar year.

3. **EXPENSES OF THE ASSOCIATION.** The expenses involved in maintaining the Easement shall be expenses of the Association. The expenses shall be apportioned among users of the Easement in accordance with the terms of the Therefore Clause.

4. **PAYMENT OF EXPENSES BY DEVELOPER AND NEW DEVELOPMENT OWNERS.** The Developer and/or Owner of each Dwelling Unit in a New Development shall pay its pro rata share of the expenses of the maintenance of the Easement from and after the date that a Certificate of Completion is issued by Metropolitan Dade County, Florida, for the Dwelling Unit.

In the event that title to a vacant Lot in a New Development or title to a Lot in a New Development with anything other than a Dwelling Unit contained thereon

is transferred to an Owner, the Owner of each such Lot shall pay its pro rata share of the expenses of the maintenance of the Easement from and after the date that the transfer of title to the Lot takes place. Exempted from this provision are transfers of vacant Lots from the Developer to a subsequent developer entity or transfers from Developer to a Developer subsidiary.

5. OBLIGATION OF NEW DEVELOPMENT FOR PAYMENT OF ROVING PATROL. The roving patrol will not patrol any New Development until the date that Certificates of Completion are issued by Metropolitan Dade County, Florida for no less than fifty percent (50%) of all Dwelling Units to be constructed in the New Development. Subsequent to that date, the New Development Entity shall contribute the pro rata share of the cost of the roving patrol for each Dwelling Unit to be built in the New Development.

The Developer at any time may require the roving patrol to patrol the New Development and if the Developer makes such election the New Development Entity will contribute its pro rata share from and after the date that the Developer makes such election. At that time, the New Development entity's contribution will represent the pro rata share of the cost for each Dwelling Unit to be built in the New Development, or for each lot that has been platted, whichever is greater.

## ARTICLE IX

### GENERAL PROVISIONS

1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Unit Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Lot Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment conforming to the foregoing and any amendment affecting the Association's duties as specified in Article IV and Article VI, Paragraph 2 of this Declaration, must be approved by the County Attorney of Metropolitan Dade County, Florida. Notwithstanding the foregoing provisions of this Paragraph 1, this Declaration may only be amended with the written consent of the Developer until January 1, 2010, unless said requirement is terminated in writing by the Developer prior thereto.

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

3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the covenants and restrictions set forth hereinabove shall be entitled to a reasonable attorneys fee as well as the costs of the action.

4. ANNEXATION. Developer shall have the right in its sole discretion to add additional property to, or to withdraw property from DORAL ESTATES. Should the Developer elect the option set forth herein then all the provisions of this Agreement including, although not limited, to the numbers of the members of the Association and the number of Lots subject to these rules and regulations and the sharing of expenses shall be equitably adjusted to reflect the exercise of such option.

5. SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

6. ADDITIONAL DEFINITION. The term "section" and "paragraph" where used in this Declaration and the Association's By-Laws and Articles of Incorporation are synonymous.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

"DEVELOPER"

CAROL MANAGEMENT CORPORATION,  
a New York corporation

By: \_\_\_\_\_, Executive  
Vice President

STATE OF FLORIDA       )  
                              ) SS:  
COUNTY OF DADE       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 1989 by \_\_\_\_\_, as Executive Vice  
President of CAROL MANAGEMENT CORPORATION, a New York corporation.

\_\_\_\_\_  
Notary Public,  
State of Florida

My Commission Expires:

"ASSOCIATION"

DORAL ESTATES HOMEOWNERS'  
ASSOCIATION, INC.,  
a Florida corporation

By: \_\_\_\_\_, President

Attest:

\_\_\_\_\_  
, Secretary

STATE OF FLORIDA       )  
                              ) SS:  
COUNTY OF DADE       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of this  
\_\_\_\_\_ day of \_\_\_\_\_, 1989 by \_\_\_\_\_ as President and  
\_\_\_\_\_ as Secretary, respectively, on behalf of DORAL ESTATES  
HOMEOWNERS' ASSOCIATION, INC.

\_\_\_\_\_  
Notary Public,  
State of Florida

My Commission Expires:

EXHIBIT "A"

PARCEL 1

All of DORAL ESTATES according to the Plat thereof, recorded in Plat Book 113, at Page 79, of the Public Records of Dade County, Florida less and except Tracts "B" and "D."

PARCEL 2

Tract "D" as shown on the Plat of DORAL ESTATES, according to the Plat thereof, recorded in Plat Book 113, at Page 79, of the Public Records of Dade County, Florida.