

This instrument was prepared by:
LILLIANA M. FARINAS-SABOGAL, ESQUIRE
BECKER & POLIAKOFF, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

**CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
COUNTRY RIDGE ESTATES AND
ARTICLES OF INCORPORATION AND BY-LAWS
OF
COUNTRY RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions and Protective Covenants was duly recorded in Official Records Book 13364 at Page 1780 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, at a duly called and convened special meeting of the membership of the Association held on November 4, 2009, the Amended and Restated Declaration of Restrictions and Protective Covenants, the Amended and Restated By-Laws and Amended and Restated Articles of Incorporation as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said governing documents. Pursuant to Article VIII Section 5 of the Declaration of Restrictions and Protective Covenants, as amended, the Association also records herewith the instrument signed by not less than a majority of the lot owners who have voted in person or by proxy on the Amended and Restated Declaration. This instrument is attached hereto as Exhibit "B".

NOW, THEREFORE, the undersigned hereby certifies that the Amended and Restated Declaration of Restrictions and Protective Covenants, Amended and Restated By-Laws and Amended and Restated Articles of Incorporation as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the Amended and Restated documents as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 26th day of January, 2010 at Miami-Dade County, Florida.

**COUNTRY RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.**

BY: Kathy Spinella
Kathy Spinella, President

PRINT: DEBORAH TORO (Seal)

ATTEST: [Signature]

Mercedes C. Keen
Witness Mercedes C. Keen

[Signature]
Witness **Doris D. Meneses**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

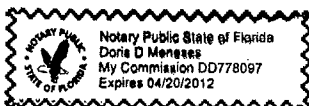
The foregoing instrument was acknowledged before me this 26th day of January, 2010 by Kathy Spinella the President of Country Ridge Estates Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced (N/A) as identification and who did/did not take an oath.

[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Doris D. Meneses

PLEASE PRINT OR TYPE NOTARY SIGNATURE

My commission expires:



ACTIVE: C10933/110895:2854328_1_LFARINAS

EXHIBIT "A"
PROPOSED AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR
COUNTRY RIDGE ESTATES

SUBSTANTIAL REWORDING OF DECLARATION
SEE ORIGINAL DECLARATION FOR ORIGINAL TEXT

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots, this Community was created by a Declaration of Restrictions and Protective Covenants recorded on July 31, 1987, in Official Records Book 13364, Pages 1780, *et seq.*, Miami Dade County, Florida Public Records and subsequently amended from time to time.

The Community is further described as all of Country Ridge Estates according to the Plat thereof, as recorded in Plat Book 131, Pages 94 of the Public Records of Miami Dade County, Florida. A copy of the Plat and the legal description for the Community are attached as Exhibit "A".

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The name of the Homeowners' Association created to operate the Community is Country Ridge Estates Homeowners' Association, Inc., hereinafter called the "Association."

1. DEFINITIONS.

1.1 "Act", or "Homeowners' Association Act", or "HOA Act" means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except where specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as it existed when the community was created, so as to avoid impairment contract rights or vested rights.

1.2 "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "C" and made a part hereof.

1.3 "Architectural Review Committee or "ARC" means and refers to the Board of Directors of the Association, or a Committee appointed by the Board of Directors of the

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Association, for the purposes set forth in this Declaration as to the Architectural Review Committee.

1.4 "Assessment" means the assessments levied by the Association against the Lots, and shall be deemed to include both regular and special assessments.

1.5 "Association" shall mean and refer to Country Ridge Estates Homeowners' Association, Inc., a Florida Corporation Not For Profit, its successors and assigns.

1.6 "Board" means the Board of Directors of the Association.

1.7 "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "D" and made a part hereof.

1.8 "Common Area" or "Common Properties" means real property, together with any improvements existing or constructed in the future thereon, owned by the Association for the common use and enjoyment of the owners, or property which has been dedicated to the Association or Lot Owners for common use or enjoyment, including, but not limited to, the private road, entranceway, easement areas as shown on the Plat of Country Ridge Estates, all streets, street lights (if any), landscaping and landscape areas, fences, drainage areas and structures.

1.9 "Common Expenses" means the expenses payable by the Members to the Association for the purposes and in the manner set forth in this Declaration, the Articles or Bylaws.

1.10 "Declaration" means this Declaration of Restrictions and Protective Covenants for Country Ridge Estates and all other terms and provisions contained in this document, as the same may be amended from time to time.

1.11 "Governing Documents" means the Declaration of Restrictions and Protective Covenants for Country Ridge Estates, the Articles of Incorporation for Country Ridge Estates Homeowners' Association, Inc., the By Laws for Country Ridge Estates Homeowners' Association, Inc. and any Rules and Regulations that may be promulgated by the Board of Directors of the Country Ridge Estates Homeowners' Association, Inc.

1.12 "Improvement" means any structural component built or constructed on a Lot or added to a Dwelling or Home, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences, and recreational equipment which is affixed to the Lot.

1.13 "Invitee" means a person or persons that enter the Community at the invitation of a Lot Owner or Occupant, for any purpose.

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1.14 "Lot" means any plot of land located within the Community and designated as a "Lot" on the Plat of the Community and intended for residential use, and the Dwelling thereon, if any, which is owned in fee simple and as designated as a Lot in the records of Miami Dade County

1.15 "Maintenance" means the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

1.16 "Maintenance Areas" shall mean and refer to the private road, entranceway, and easement areas as shown on the Plat of COUNTRY RIDGE ESTATES, together with any improvements existing on or constructed in the future thereon, including (without limitation) all streets, street lights, landscaping and landscape areas, fences entranceways and drainage areas and structures.

1.17 "Member" means those Owners who are holders of membership interests in the Association; as such interests are set forth in Article 2.

1.18 "Occupant" means the person(s) occupying a Dwelling as an Owner, Tenant, Resident or Invitee.

1.19 "Owner" or "Lot Owner" means the record Owner of fee simple title to any Lot and the Dwelling thereon, whether one or more persons or entities.

1.20 "Rules and Regulations" means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution.

1.21 "Tenant" means a person occupying a unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc.

2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Member. Every Owner of a fee or undivided fee interest in any Lot subject to assessment shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section, any person who holds such interest merely as a security for the performance of any obligation, shall not be a member of the Association. Membership is appurtenant to and not divisible from ownership of a Lot that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property or interest.

2.2 Transfer. Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Association and said membership is then vested in the transferee.

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2.3 Multiple Owners. When more than one person or entity shall at any time be the Owner of a Lot subject to a membership interest, the vote attributed to such Lot shall be exercised as provided in the Bylaws.

3. ASSESSMENTS.

3.1 Common Expense. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas and the administration of affairs of the Association shall constitute Common Expenses. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

3.2 Allocation of Assessments. Except for any maintenance surcharge that may be imposed on any Lot pursuant to this Declaration, assessments of the Association shall be equally on all Lots, apportioned on a 1/60th basis.

3.3 Purpose of Assessment. There is hereby imposed upon each Lot and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Lot to pay to the Association; and upon the Association, the obligation to assess, collect and expend for the Association's Expenses as listed but not necessarily limited to:

3.3.1 Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge for Common Areas

3.3.2 The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

3.3.3 The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.

3.3.4 Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

3.3.5 Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

3.3.6 The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a

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manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.

3.3.7 The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

3.3.8 The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

3.3.9 Special assessments that may be levied by the Board of Directors to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

3.3.10 Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area and improvements thereon or that shall be built in the future thereon, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.

3.3.11 Funds necessary for capital improvements relating to the Common Areas.

3.3.12 Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws.

3.4 Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

3.5 Amendment of Budget. Adjustments may be made by the Board in assessments from time to time to allow for any changes for Common Expenses.

3.6 Time of Payment. Assessments shall be payable by Lot Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

3.7 Special Assessments. In addition to the annual assessments, the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by annual assessments

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3.8 Lien. Assessments for Common Expenses, including Annual Assessments, Special Assessments, and Charges and installments thereof, with interest thereon and costs of collection, including reasonable attorney's fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot against which such Assessments or Charges are made. Each Assessment or Charge against a Lot, together with interest thereon at the highest rate allowed by law, late fees, and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Lot assessed or charged and shall be the joint and several liability of all Owners of the Lot. It is the intention of this provision that Assessment or Charge liability is joint and several, and is both the personal obligation of the person owning the Lot when the Assessment or Charge became due and the obligation of any successors in interest as a covenant running with the land. Said lien shall be effective from the date of recordation amongst the Public Records of Miami-Dade County, Florida. The lien shall set forth the amounts due to the Association as of the date the statement is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional amounts that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection. Upon recordation, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other person, persons or entity obtains title to a Lot as a result of a foreclosure of a first mortgage or a deed (or assignment) is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2007), as amended from time to time.

3.9 Remedies for Delinquency. In the event any Owner fails to pay assessments or any installment thereof charged to the Lot ten days after the same becomes due an administrative late charge as provided by law or \$25.00 or 5 percent of the installment, whichever is greater, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

3.9.1 To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

3.9.2 To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon

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be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

3.9.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

3.9.4 To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

3.9.5 The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Lot in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

3.9.6 The Association may elect to terminate any existing leases with respect to Lots in default and prohibit the Lot from being rented in the future until the default is cured.

3.9.7 The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Lots in this Association are deemed to assent to terms of this provision.

3.9.8 Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

4. EASEMENTS, PROPERTY RIGHTS.

4.1 Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat. Within these easements, no structure, planting or other material may be placed or permitted to remain. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, as provided for by this Declaration, except for the installation for which a public utility or utility company is responsible. The electric power company, telephone company and Developer, and their successors and assigns, shall have a perpetual easement for the Installation and maintenance, of water lines (if any), sanitary sewers (if any), storm drains (if any), electric and telephone lines, cables and conduits under, over and/or through the utility easements as shown on the Plat.

4.2 Rights of Way and Easements. The Developer had, in the original Declaration of Covenants and Restrictions, reserved unto himself, his successors and assigns, a perpetual, alienable and releasable easement and right of way thirty (30) feet in width; on, over and under the ground of each Lot and/or along the roadway to the State or county maintained road to

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construct, erect, maintain and use electricity, telephone, cable, and drainage lines (or to have same constructed, erected, maintained or used) in such locations as are most practical and convenient but so as to not render a Lot impracticable for use as a residential building site.

The Developer had also reserved unto himself, his successors and assigns, a perpetual, alienable, releasable and non-exclusive road right of way for purposes of ingress, egress and regress, over, on and across all existing roads in or to the lands herein restricted and over, on and across all roadways, whether existing or not, shown on any recorded plat of said subdivision. Unless otherwise shown on the conveyance or plat, said road right of way shall be twenty (20,) feet in width on either side of the centerline of the roadway.

Said road rights of way are for the benefit, use, and enjoyment of the Owners and their heirs, successors and assigns. Every conveyance of the lands herein restricted shall be deemed to be subject to said easements while conveying to the Grantee under said conveyance, a similar right appurtenant to his lands to the benefit, use and enjoyment of said easements in common with the Developer, its successors and assigns. Said road right of way and easement to also provide access to a state or county maintained road.

4.3 Tree Preservation Area. The Properties are subject to that certain Covenant Running with the Land in favor of Miami Dade County, Florida attached to and made a part hereof as Exhibit "B" (the "Covenant"), which designates certain areas shown on the Plat as Tree Preservation Areas. Owners shall comply with all of the conditions, limitations, terms and restriction obtained in the Covenant.

4.4 Members Easements. Each Member and each tenant, agent and invitee of each such Member shall have a permanent and perpetual easement for the use of all Maintenance Areas in common with all other Members, their tenants, agents and invitees, subject to the following:

4.4.1 The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Maintenance Areas.

4.4.2 The right of the Association to suspend the voting rights and right to use the Maintenance Areas, of an Owner (including an Owner's tenants, agents and Invitees) (i) for any period during which any assessment against his Lot remains unpaid for a period of thirty (30) days after its due date, and (ii) for a period not to exceed sixty (60) days for any infraction of its lawfully adopted, published rules and regulations (which sixty (60) days may be extended for continued violation of the rules and regulations); provided, however, that the easement over Maintenance Areas for ingress and egress to Lots shall not be subject to suspension.

4.4.3 The right of the Association to adopt, and enforce rules and regulations governing the use of the Maintenance Areas.

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4.4.4 The right of an Owner to the use and enjoyment of the Maintenance Areas shall extend to the members of his immediate family who reside with him, subject to the regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

4.4.5 The easement provided herein shall be appurtenant to and shall pass with title to each Lot.

4.5 Utility Easements. Public utilities may be installed underground in the Maintenance Areas when necessary for the service of the Lots and all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

4.6 Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Maintenance Areas.

5. USE RESTRICTIONS.

5.1 Land Use and Building Type. No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height, together with such out buildings as are usually accessories thereto. No residence shall be permitted on any Lot containing less than 2,000 square feet, such measurement to include one half (1/2) of garage square footage and one third (1/3) of the square footage of roofed portions of screened areas, porches, terraces, decks and carports. Necessary parking shall be provided by each individual Lot owner (at Lot owner's expense) in a manner that will not obstruct road traffic.

All designs for residential dwellings or construction type improvements on a Lot, including location of improvement(s), shall not be commenced or maintained by an owner of a Lot unless and until plans and specifications setting forth the nature, kind, shape, height, materials, and location of the same have been given in writing to the Developer or the Board of Directors of the Association as hereinafter provided, or an Architectural Committee composed of three or more representatives appointed by the Board of Directors, to assure the continuity of the harmony of the exterior design and location of said structure in relation to surrounding structures and Lots.

Failure of the Developer or of the Board as successor to the Developer, or through the designated Architectural Committee of the Board ("Architectural Committee"), to approve or disapprove such plans or specifications within thirty (30) days after written submission for approval by an Owner shall constitute an approval for construction.

5.2 Temporary Structures and Vehicles. Except as expressly provided herein, no house trailer, mobile home, travel trailer and/or other. temporary type of residence shall be

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placed or located upon any Lot; provided, however, that an owner or building contractor may locate a travel trailer on the Lot during the period of construction of any residential dwelling and an owner may place a travel trailer or RV on the property if he or she owns one, so long as no person or persons live in such travel trailer or RV, either temporarily or permanently, while it is on the Lot. Any trailer placed and maintained during a period of construction may be utilized only for supervision of the construction project (and not for permanent or temporary residential use of any kinds and for a period not to exceed one (1) year from the date of commencement of construction ("Construction Period"). All construction shall be completed within said Construction Period.

5.3 Temporary Barrier. On Lots that include a portion of the Tree Preservation Area shown on the Plat and described in herein, during the Construction Period, each such Owner shall construct a temporary barrier of sufficient height and material so as to prevent any damage or destruction to the trees located on the Tree Preservation Area from the construction site on the applicable Lot. Said barrier may not be removed until a final Certificate, of Completion (or like approval) has been issued by Dade County for the residential Improvements constructed on the Lot.

5.4 Construction Material Storage. All construction material placed upon any Lot shall be assimilated so as not to interfere with the use and enjoyment of adjoining Lots thereto. In the event that an owner temporarily terminates construction of a residential building during the Construction Period, all small building materials must be stored inside the structure and all large materials must be covered beside and behind the structure during such temporary termination of construction.

5.5 No Commercial Uses. No commercial signs, except "For Sale" or Security signs, or such signs as may be required by legal proceedings, shall be erected or maintained on any Lot.

No business or commercial activity shall be conducted on or from any Lot which (a) solicits the presence of the general public upon said Lot for the purpose of purchasing goods or services, or (b) which creates noises, odors or vibrations that would be in any way noxious or offensive to adjoining Lot owners. No commercial yard sales permitted. Residential yard sales will be limited to two (2) per year.

5.6 Nuisances. No noxious, illegal, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. All Lots shall be kept free of accumulations of brush, trash, junk, building materials, inoperable automobiles and vehicles or other unsightly things. No unlicensed or unregistered vehicle(s) shall be kept on any Lot. After fourteen (14) days written notice to the Owner, sent to the address contained in the list maintained by the Association, the Association reserves the right of entry for the purpose of clearing away any such violations

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assessing the cost thereof against the Owner and such assessments shall be enforceable against the Owner as other liens herein provided for.

5.7 Refuse Disposal and Trash Receptacles. Owners shall not allow accumulation of refuse or garbage on any Lot and shall keep all refuse or garbage in a concealed receptacle.

5.8 Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying, mining or logging operations of any kind shall be permitted upon or in the Lots or Maintenance Areas.

5.9 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on 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 and provided that they do not become a nuisance or annoyance to any neighbor. In the sole opinion of the Board should any pet become a nuisance or source of annoyance to any other Owners or Occupants such animals shall be permanently removed from the Lot and Community upon three-day written notice. Pet owners shall not allow any pet to use the Common Areas except when on a hand held leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the Common Areas. Pet owners shall not allow any pet to enter upon any other Lot, leave any droppings or otherwise disturb the Common Areas. Pet owners must have with them when they are walking their pet when not on their own Lot, a means to remove droppings and dispose of them in a sanitary manner, and must in fact do so.

5.10 Wells and Septic Tanks. Prior to the occupancy of any residence on any Lot, a proper and suitable well and a septic tank (with accompanying system for the disposal and treatment of all sewage) shall be installed on such Lot. All wells and septic tanks shall be located for the applicable Lot as shown on the master Well and Septic Tank Location Map attached hereto as part of Exhibit “_” and made a part hereof. Each Owner must obtain the prior written approval of Dade County in order to deviate from said master plan. No sewage (effluent) shall be emptied or discharged except into such septic tank system. No well or sewage disposal system shall be permitted or used on any Lot unless said system is located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority, and approval of said system shall be obtained from said authority prior to the occupancy of any dwelling on any Lot.

5.11 Maintenance of Lots. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt condition(s) of building or grounds on such Lot that shall tend to substantially decrease the beauty of the neighborhood as a whole, or of the specific area. Excavation and landscaping of a Lot shall conform to approved practices of the appropriate county or state agency having jurisdiction over such matters.

In the event of failure of Owner to maintain the Lot and/or the improvements thereon in good condition, the Association may make such repairs and perform such maintenance as may be

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necessary for the general benefit of the remaining Owners. The cost thereof shall be assessed against the Owner and such assessment shall be enforced as other liens herein provided for.

5.11.1 Owners of a Lot shall not remove any trees from said Lot without complying with Dade County's requirements for tree removal and obtaining all permits required therefor.

5.11.2 Owner shall not store or permit to be stored any toxic chemicals, wastes or pesticides on any Lot. Only those types of chemicals used in personal household and yard maintenance are permitted.

5.12 Additional Use Restrictions.

5.12.1 Owner of a Lot shall have no right to subdivide a Lot

5.12.2 There shall be a curfew. for construction activities. There shall be no audible construction activity between the hours of 8:00 P.M. and 7:00 A.M. Construction shall not commence before 9:00 A.M. on Sundays.

5.12.3 At the earliest time allowed by public utilities, all new construction must have its own electric and water in order to eliminate use of other Occupants' utilities.

5.12.4 Homeowners are responsible for submitting all rules and regulations to contractors and ensure that these rules are understood. If property or home is sold, all the governing documents of Country Ridge Estates and the Association must be made a part of the closing paperwork and furnished to the buyers, who by virtue of accepting the deed to the Lot agree to comply with the same.

5.12.5 No clothesline or drying yards shall be visible from the street.

5.12.6 No trucks larger than one ton, nor any commercially used trailers, shall be parked on any Lot or home except while engaged in the temporary act of transporting to or from a residence or Lot.

5.12.7 Chain link and wood fences are permitted to be erected on the rear Lot lines and side Lot lines of each Lot. No fence shall exceed six feet in height, and shall not extend beyond the front foundation of the residence situated thereon. Barbed wire of any kind is prohibited. All fences presently existing as of the date of the recording of the Original Declaration of Restrictions and Protective Covenants, except barbed wire, shall be allowed to continue to exist

5.12.8 All Owners agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time.

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5.12.9 Garages. No garage shall be enclosed or converted into a living or habitable area. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change the interior or exterior of any garage to interfere with the use of it as a storage place s.

5.12.10 Vehicles No vehicle repairs (except minor emergencies) shall be made in any portion of the Community. There shall be no vehicles operated on Country Ridge Estates Roadways that are not approved for operation on state or county roads per state statute.

5.12.11 No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any home nor in any of the Common Areas except with the prior written consent of the Board, and except as follows.

5.12.11.1 Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Lots/Dwellings subject to compliance with the following requirements:

5.12.11.2 Permitted antennas include (collectively hereinafter referred to as "antennas"):

5.12.11.2.1 Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

5.12.11.2.2 Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.

5.12.11.2.3 Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

5.12.11.2.4 The Board may promulgate location requirements for such antennae.

5.12.11.2.5 Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Occupants of the community if this placement would still permit reception of an acceptable quality signal.

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5.12.11.2.6 Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be made the color of the exterior walls of the residence on that Lot. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

5.12.11.2.7 Safety Requirements. To safeguard the safety of the Owners, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the Community, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. An Owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the property or to persons or other property.

5.13 Structural Changes. No structural additions or alterations may be made to any improvements on the Lot without the approval of the Architectural Review Committee or Board, other than erection or removal of non-support carrying interior partitions wholly within the home and other than the interior work done in a Dwelling, which is not visible from the exterior.

5.14 Subdivision. No Owner shall divide nor subdivide a Lot for purposes of sale or lease and no portion less than all of any Lot, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner without the approval of the Board. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents. Combining of adjoining Lots is permissible but the Owners of the divided Lot shall remain responsible for the full assessment applicable to each Lot.

5.15 Sheds. No outbuilding, tent, shack, garage, mobile home, trailer, shed, RV or temporary building of any kind may be used as a residence.

5.16 Compliance with Law. No use may be made of any Lot that violates any federal, state or local laws, zoning, ordinances or regulations.

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5.17 No Owners or Occupant may cause or allow any obstruction of a road or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Lots which would be unsightly or hazardous.

5.18 No lakes, ponds, swales, canals or ditches may be dug on any Lot without the written consent of the ARC and the Board.

5.19 Members and other Occupants shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, Occupants, Invitees, or directed at management, its agents, its employees, or vendors.

5.20 Owners, their family, Invitees, and Tenants shall abide by the Governing Documents and Rules and Regulations promulgated from time to time by the Board or committee established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

5.21 No Owner shall install nor allow to be installed any window mounted or through the wall mounted air conditioning unit.

5.22 In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself or his family, Invitees or Tenants) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorney's fees and costs, whether incurred before the filing of suit, after filing, or in connection with trial or appellate proceeding or otherwise.

5.23 Driveway Connections: No driveway connections will be permitted into Southwest 264th Street from any lot in the subdivision, except at the road easement.

6. MAINTENANCE, REPAIR AND REPLACEMENT.

6.1 Maintenance of Common Area and Lots by the Association.

Maintenance of the Common Area shall be the responsibility of the Association. The Association shall be responsible for the repair and maintenance of landscaping, trees, shrubs, grass, sprinkler heads, walks, drives and parking areas (other than the walkway and driveway of any Lot) situated in the Common Area, specifically including, without limitation, the responsibility to operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District. The Association shall not be responsible for the regular maintenance of any Lot, including landscaping, nor of any screened patio or porch, or any fenced or walled in area appurtenant to any home. Notwithstanding the above, the Association may contract with one or more independent contractors for the

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performance of any or all of such maintenance responsibilities upon approval of a majority of the owners.

6.2 Permits, Licenses and Easements.

Subject to the provisions of this Declaration, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

6.3 Maintenance of Lots and Lots by Owners.

Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Lot and Lot, including, but not limited to, the dwelling and other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his Lot and Dwelling. In this regard, each Owner shall be responsible for the maintenance, repair and repainting and shall keep same in a neat and orderly fashion.

6.4 Prohibition.

Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

6.5 Owner Liability.

Should any Owner do any of the following:

6.5.1 Fail to perform the responsibilities as set forth in this Article or,

6.5.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

6.5.3 Undertake unauthorized improvements or modifications to his Lot, Lot, Dwelling or to the Common Area; then

Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot, Lot or Dwelling and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be

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the personal obligation of the Owner to the Association and become a lien against the subject Lot, Lot or Dwelling with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

6.6 Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Dwelling and on the Lot that is not to be maintained by the Association.

6.7 In the event an Owner fails to maintain the Lot and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Lot to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the assessment to which such Lot is subject.

7. ADDITIONS AND ALTERATIONS.

There shall be no material alterations or substantial additions to the Common Areas or association real property by any Owner, except as authorized by the Board of Directors. The Association shall have the right, upon approval of the Board, to make material alterations and/or substantial additions to the Common Areas; provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than ten (10) percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire voting interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

8. ASSOCIATION INSURANCE.

The following provisions shall govern insurance covering the Association:

8.1 Insurance policies purchased by the Association must be issued by an insurance company authorized to do business in Florida.

8.2 One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Association to each first mortgagee if requested in writing.

8.3 The above paragraph notwithstanding, each member releases and indemnifies the Association, its members, employees and agents and shall hold them harmless for injuries or damages to persons or property because of the member's neglect, recklessness or intentional acts.

8.4 The Association shall maintain insurance covering the following:

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8.4.1 The Association shall obtain and maintain adequate insurance or fidelity bonding of persons who control or disburse funds of the association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the association or its managing agent at any one time. As used in this Article, the term "persons who control or disburse funds of the association" includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the association.

8.4.2 Worker's Compensation coverage if required by law.

8.4.3 Directors and Officers liability coverage as deemed appropriate by the Board.

8.4.4 Flood insurance if deemed appropriate by the Board.

8.4.5 Other insurance as the Board shall determine from time to time to be desirable.

8.5 When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

8.5.1 Subrogation against the Association and against the Owners individually and as a group,

8.5.2 Pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,

8.5.3 Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

8.6 Premiums upon insurance policies purchased by the Association shall be paid by the Association as an Common Expense.

8.7 The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within or upon their Lot or Dwelling nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

9. OWNER INSURANCE.

The following provisions shall govern insurance covering the Owners:

9.1 Liability Insurance.

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Each Lot Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his Lot, as he may deem appropriate.

9.2 Casualty Insurance.

Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his Dwelling and all other insurable improvements situated upon his Lot in an amount equal to the full replacement cost thereof, or as he may deem appropriate.

10. RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY.

10.1 In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements. Any reconstruction or repair must be approved by the Board

10.2 If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Lots in sufficient amounts to provide funds for the payment of such costs.

11. ENFORCEMENT.

11.1 In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Occupant, Tenant or Invitees, (other than the non-payment of any Assessment or other charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

11.1.1 Impose a fine against the Lot as provided in Florida Statutes and in the Bylaws; and/or

11.1.2 Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.1.3 Commence an action to recover damages; and/or

11.1.4 Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

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11.1.5 Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Miami Dade County.

11.2 Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

11.3 Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling or occupying his Lot, including family members, Tenants and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by an Occupant of any Lot, or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

12. AMENDMENTS.

Except as elsewhere provided herein, this Declaration may be amended in the following manner:

12.1 A proposed amendment may be proposed by the President of the Association, a majority of the Board, or by or by petition of twenty percent (20%) of the Voting Interests.

12.2 The subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

12.3 An amendment so proposed must be approved by two thirds (2/3) of the voting interests of the Association.

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12.4 An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Miami Dade County.

12.5 Automatic Amendment. This Declaration shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Bylaws and the Articles of Incorporation. Whenever Chapter 617 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Members, may adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to chapters 607 and 617 of the Florida Statutes, or other statutes or administrative regulations regulating the operation of the Association.

13. LEASE OR OCCUPANCY OF LOT.

In order to ensure a Community of congenial residents and thus protect the value of the Lots, the conveyance and leasing of the Lots by an Owner shall be subject to the following provisions:

13.1 Leasing of Lots.

13.1.1 Single Family Use Only. Only entire Lots may be rented or leased. A lease is any use of a Lot by a person other than the Owner for consideration. All leases must be in writing. There shall be no subdivision or subletting of Lots. "Rent Sharing," subleasing, or the renting of rooms is prohibited. Tenants may only occupy Lots as a single-family residence.

13.1.2 Term, Maximum Occupancy. All leases shall be limited to two permanent occupants per bedroom. A permanent occupant shall include any person who resides in a Lot for any period exceeding fourteen days during any calendar year. No Owner may lease less than the entire Lot or lease or rent their Lot for a term or period of less than one year, so that the high quality of the Community shall be maintained and not become a lodging facility for transients.

13.1.3 Board Right to Terminate Lease. In the event that the tenants of any given Lot fail to comply with the governing documents of the Association and/or cause a nuisance, the Board may stand in the shoes of the Owner and evict such tenants at the Owners' expense. Such action may only be taken if the Owner and/or tenants fail to rectify the violations or abate the nuisance after Board demand that they do so.

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13.1.4 Forms of Ownership.

13.1.4.1 One Person. A Lot may be owned by one natural person whose acquisition of title has been approved to the extent and in the manner elsewhere provided herein.

13.1.4.2 Two or More Persons. Co-ownership of a Lot by two or more natural persons who are not husband and wife is authorized. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families..

13.1.4.3 Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity that is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families.

13.1.5 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under the provisions below. In that event, the life tenant shall be the only Association member from the Lot, and occupancy shall be as if the life tenant was the only Owner. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners, for purposes of determining voting and occupancy rights. Upon termination of the life estate, the holders of the remainder interest shall designate a primary occupant in writing to the Association.

14. TERM OF DECLARATION AND TERMINATION.

14.1 The Declaration has an initial term of 30 years and shall automatically renew for successive 10-year periods unless terminated upon the affirmative written consent of ninety percent (90%) of the entire voting interests, and upon the affirmative written consent of first mortgagees holding mortgages encumbering Lots.

14.2 If this Declaration is terminated in accordance herewith, every Owner by acquiring title covenants and agrees that the termination documents shall require:

14.2.1 That Lots shall continue to be used solely as single-family residences.

14.2.2 Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

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15. INDEMNIFICATION.

15.1 The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

15.2 To the extent a Director, Officer or Committee Member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

15.3 Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer or Committee Member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

15.4 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES

LAW OFFICES OF BECKER & POLIAKOFF, P.A.
121 ALHAMBRA PLAZA, 10TH FLOOR • MIAMI, FLORIDA 33134 • TELEPHONE (305) 262-4433
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Committee Member and shall inure to the benefit of the heirs, executors and administrators of such person.

16. ASSOCIATION LIABILITY.

16.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Areas. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Governing Documents, or Rules and Regulations, Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, or Permitted Person. Without limiting the generality of the foregoing:

16.1.1 It is the express intent of the Association documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the association property and the value thereof;

16.1.2 The Association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Miami Dade County and/or any other jurisdiction or the prevention of tortious activities; and

16.1.3 Any provisions of the Governing Documents or Rules and Regulations setting forth the uses of assessments that relate to health, safety and/or welfare shall be interpreted and applied only as limitations on or enabling authority for the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person, even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title) and each other person having an interest in or lien upon, or making any use of, any portion of the association property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the association arising from or connected with any matter for which the liability of the association has been disclaimed in this provision.

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES

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As used in this Article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

17. ARCHITECTURAL REVIEW COMMITTEE.

The Architectural Review Committee (ARC) shall consist of at least three Members of the Association appointed by the Board of Directors. The purpose of the ARC shall be to, among other things, ensure the continuity of the harmony of the exterior design and location of proposed structures in relation to surrounding structures and lots. The Board may act as the ARC and in the absence of the Board's appointment of an ARC; the Board shall be the ARC. The Board of Directors in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

17.1 Approval Necessary.

No dwelling, building, outbuilding, garage, pool, decking, paving, fence, wall, retaining wall, patio, screened enclosure, walkway or other structure or improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Lot, nor shall the exterior of any Dwelling or other Improvement (including any roofing or other building materials) be altered or modified, nor shall any other Improvements on any Lot be altered, changed, repaired or modified, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof, two complete sets of plans and specifications therefore, including, as applicable, front, side and rear elevations, time line for completion and floor plans, two Lot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Lot with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the ARC. The foregoing prior approval is also intended to specifically apply to all painting and exterior changes, or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

17.2 Architectural Review Committee.

All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed architects, where applicable. The ARC shall either grant such approval or deny the same based upon its sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES

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architecture of the buildings in the Association, and similar to other such improvements previously allowed.

17.3 Endorsement of Plans.

Approvals of plans, specifications and location of improvements by the ARC shall be endorsed on both sets of said plans and specifications, and one set shall be returned to the person submitting the same. The approval of the ARC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within twelve months with the exception of materials shortage, inclement weather or acts of God.

17.4 Construction to be in Conformance with Plans.

After such plans and specifications and other data submitted have been approved by the ARC, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement or Structure of any kind shall be erected, constructed, placed, altered or maintained upon any Lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Lot plans approved by the ARC.

17.5 Right of Entry.

Any member of the ARC may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the ARC and any building or structure reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

17.6 Local Building Code.

This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the ARC's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES

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17.7 Restoration in Event of Damage or Destruction.

In the event any Improvement on a Lot is damaged or destroyed, in whole or in part, the Lot Owner shall take action deemed necessary by the ARC to correct any unsightly or dangerous condition resulting from such damage or destruction. The Lot Owner shall take corrective action to either restore or remove the condition. The work shall be completed within six-months after the date of the damage or destruction, which may be extended by the ARC for good cause shown. The Owner shall undertake such corrective action as soon, as is practicable in order to avoid an unsightly or dangerous conditions. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the ARC, or in the aftermath of a catastrophic event, such as hurricane, the Association shall have the right, but not the obligation, to go upon the Lot and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Lot for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

17.8 Non-Waiver of Future Approvals.

The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

17.9 Fill and Grade.

No fill shall be added to or removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ARC. The approval of South Florida Water Management District may also be required.

17.10 In the event the ARC fails to approve or disapprove the requested item within thirty-days after the ARC has acknowledged receipt of a complete application, it shall be considered as being approved. Should the ARC be a body other than the Board a decision of the ARC may be appealed by any member to the Board and such appeal must be filed in writing and received by the Board within ten days of the decision of the ARC. The Board shall render a decision with respect to the matter appealed within thirty-days after the Board receives such appeal and the decision of the Board will be final. If the Board fails to reach a decision as to the matter within said thirty-day period, the decision of the ARC shall govern.

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES

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18. GENERAL PROVISIONS.

18.1 The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents or the Rules and Regulations. Failure by the Association or any Owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter.

18.2 The invalidity in whole or in part of any covenant or restriction, or any Article, subsection, sentence, clause, phrase, word, or other provisions of the Governing Documents or Rules and Regulations shall not affect the validity of the remaining portions.

18.3 Additional residential property and Common Area may be annexed to the Community only by amendment of this Declaration.

18.4 **Notices.** Except as provided specifically by law, notices to the Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the address as may be designated by from time to time, in writing to the Owners. Except as provided specifically by law, notices to any Owner may be sent by electronic transmission, first class mail or hand delivery to the address as may be designated by him from time to time, in writing to the Association.

18.5 **Exhibits.** There are hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.

18.6 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder and if not available, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder and is not available, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

18.7 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in the County.

18.8 **Severability.** The invalidity in whole or in part of any covenant or restriction, or any Article, sub-section, sentence, clause, phrase or word, or other provision of the Governing Documents or the Rules and Regulations adopted as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES

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18.9 Waiver. No provisions contained in this Governing Documents or Rules and Regulations shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

18.10 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each occupant by reason of his occupancy shall be deemed to have acknowledged and agreed that all the provisions of this Declaration the Articles, Bylaws and Rules and Regulations of the Association, are fair and reasonable in all material respects.

18.11 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

18.12 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

MIA_DB: C10933/110895:1028798_3
10/2009

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES

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COUNTRY RIDGE ESTATES

A SUBDIVISION OF A PORTION OF THE
N.W. 1/4 OF SECTION 31, TOWNSHIP 56 SOUTH,
RANGE 39 EAST, DADE COUNTY, FLORIDA.

CAMPANILE & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
MIAMI, FLORIDA PROJECT 1110
JUNE, 1987 SCALE 1"=80'

0 40 80 120 160 200
GRAPHIC SCALE IN FEET

APPROVALS

THIS PLAT WAS APPROVED BY THE DADE COUNTY, FLORIDA, BUILDING AND ZONING DEPARTMENT THIS 28 DAY OF JULY, A.D., 1987, ALSO THAT THE SIZE OF THE LOTS AND OTHER FEATURES AS SHOWN ON THIS PLAT CONFORM TO ALL REQUIREMENTS OF THE EXISTING ZONING AS OF THIS DATE.

BY: Ronald R. Rife DIRECTOR

THIS PLAT WAS APPROVED BY THE DADE COUNTY, FLORIDA, PLANNING DEPARTMENT, THIS 26 DAY OF JUNE, A.D., 1987.

BY: Ronald R. Rife DIRECTOR

THIS PLAT WAS APPROVED BY THE DADE COUNTY, FLORIDA, PUBLIC WORKS DEPARTMENT, THIS 14 DAY OF JUNE, A.D., 1987.

BY: Matthew J. ... DIRECTOR

THIS PLAT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. 253-87 PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, THIS 7 DAY OF JULY, A.D., 1987.

ATTEST: CLERK OF THE CIRCUIT COURT

BY: O. ... DEPUTY CLERK
STAMPED: Ronald R. Rife MAYOR

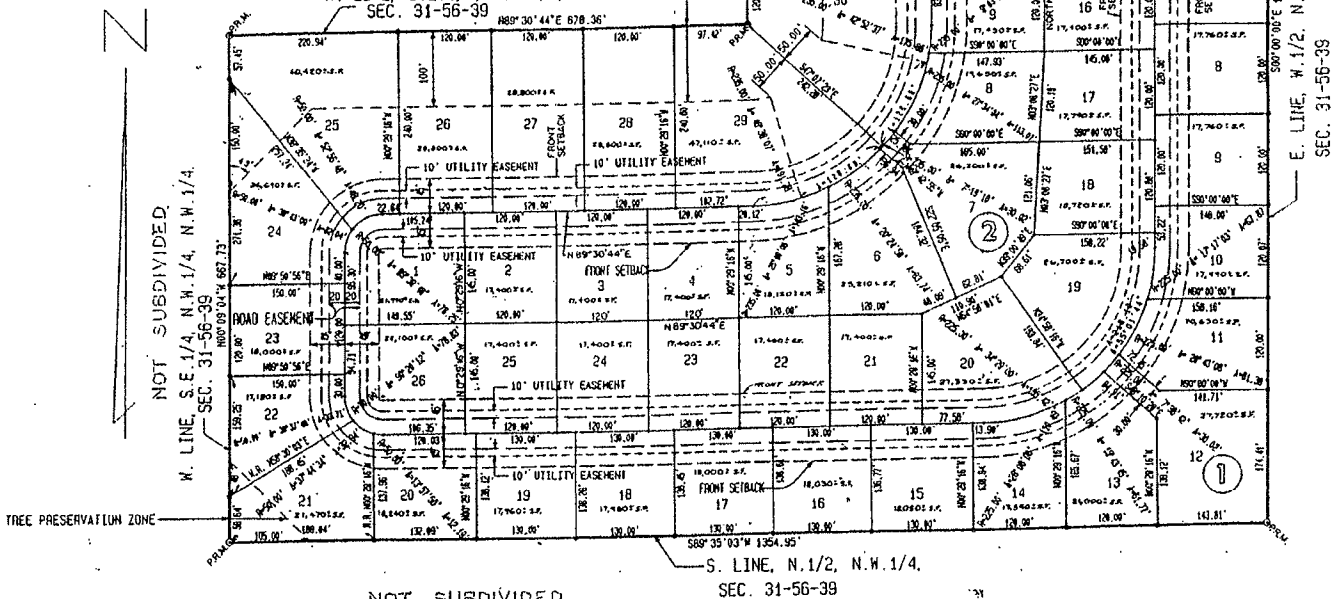
FILED FOR RECORD THIS 13 DAY OF JULY, A.D., 1987, AT 2:46 P.M. IN BOOK 13 OF PLATS, AT PAGE 99, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. THIS PLAT COMPLETES WITH THE LANDS OF THE STATE OF FLORIDA AND METROPOLITAN DADE COUNTY, FLORIDA.

BY: Ronald R. Rife CLERK OF THE CIRCUIT COURT

BY: R. ... DEPUTY CLERK

NOT SUBDIVIDED

N. LINE, S.E. 1/4, N.W. 1/4, N.W. 1/4,
SEC. 31-56-39



NOT SUBDIVIDED

S. LINE, N. 1/2, N.W. 1/4,
SEC. 31-56-39

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY THAT THE ATTACHED PLAT ENTITLED "COUNTRY RIDGE ESTATES" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION. ALSO THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE SET THIS 28th DAY OF APRIL, A.D., 1987, IN ACCORDANCE WITH PART I, CHAPTER 177, LAWS OF THE STATE OF FLORIDA.

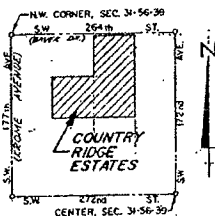
CAMPANILE & ASSOCIATES, INC.

BY: Louis R. Campanile RESIDENT

LOUIS R. CAMPANILE
REGISTERED LAND SURVEYOR NO. 1224
STATE OF FLORIDA

SURVEYOR'S NOTES

GRAPHIC SCALE DENOTES PERMANENT REFERENCE MONUMENT.
AND NOT DENOTES PERMANENT CONTAINMENT.
BEARINGS ARE BASED UPON AN ASSUMED MERIDIAN.
ELEVATIONS BASED UPON A KNOWN POINT.



LOCATION MAP
N.W. 1/4, SECTION 31-56-39
SCALE: 1"=800'

ACKNOWLEDGEMENT:

STATE OF Florida COUNTY OF Dade I HEREBY CERTIFY THAT ON THIS 1 DAY OF June 1987, I HAVE APPEARED BEFORE ME, AN OFFICER OF THE STATE OF Florida, TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, MYNIN MAHA MAHA, TO ME WELL KNOWN TO BE THE PERSONS WHO EXECUTED INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE AND OED FOR THE PURPOSES THEREIN DESCRIBED.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 28 DAY OF

MY COMMISSION EXPIRES: 1/30/91

Qualified in Dade County

PAGE 1 OF 2

EXHIBIT "A" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (PLAT FOR COUNTRY RIDGE ESTATES)

KNOW ALL MEN BY THESE PRESENTS:

THAT LAWRENCE T. DEDDY, AS TRUSTEE, SAMUEL BRISKEE, ELEANOR KRIGER, HARVIN MALTASCH AND ARTHUR MALTASCH HAVE CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED "COUNTRY RIDGE ESTATES", THE SAME BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 55 SOUTH, RANGE 30 EAST, LYING AND BEING IN DADE COUNTY, FLORIDA; CONTAINING 31.23 ACRES, MORE OR LESS.

DADE COUNTY PLAT RESTRICTIONS: THAT THE STREET (DRIVE) AS SHOWN ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY AND FIRE HYDRANTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF, WHENEVER DISCONTINUED BY LAW.

THAT THE USE OF WELLS FOR DRINKING OR CULINARY PURPOSES WILL NOT BE PERMITTED IN THIS SUBDIVISION AFTER WATER LINES FROM AN APPROVED CENTRAL WATER SYSTEM ARE AVAILABLE.

THAT THE USE OF SEPTIC TANKS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY OR STATE REGULATIONS.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION SHALL BE INSTALLED UNDERGROUND.

THAT NO DRIVEWAY CONNECTIONS INTO S.W. 26TH STREET SHALL BE PERMITTED FROM ANY LOT IN THIS SUBDIVISION, EXCEPT FROM THE ROAD EASEMENT.

THAT THE TREE PRESERVATION ZONES AS SHOWN ON THE ATTACHED PLAT ARE RESERVED FOR THE PRESERVATION OF NATIVE VEGETATION.

THAT THE FRONT SETBACK LINES SHOWN ON THE ATTACHED PLAT ARE THE MINIMUM FRONT BUILDING SETBACK LINES.

THAT THE PRIVATE ROADS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY RESERVED FOR THE JOINT AND SEVERAL USE OF PROPERTY OWNERS WITHIN THIS SUBDIVISION AS A MEANS OF ACCESS TO THE INDIVIDUAL LOTS AND FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, AND SHALL BE MAINTAINED IN ACCORDANCE WITH A DADE COUNTY APPROVED HOMEOWNERS ASSOCIATION.

OWNERS PLAT RESTRICTIONS: THAT THE UTILITY EASEMENTS SHOWN ON THE ATTACHED PLAT BY DASHED LINES ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF: WE HAVE HEREINTO SET OUR HANDS AND SEALS THIS 19th DAY OF June, A.D., 1987.

WITNESSES AS TO ALL: Samuel Briskee BY: Lawrence T. Deddy, Jr. LAWRENCE T. DEDDY, AS TRUSTEE

Arthur Maltasch BY: Samuel Briskee SAMUEL BRISKEE

Eleanor Kriger BY: Eleanor Kriger ELEANOR KRIGER

IN WITNESS WHEREOF: WE HAVE HEREINTO SET OUR HANDS AND SEALS THIS 22nd DAY OF June, A.D., 1987.

WITNESSES AS TO BOTH: Harvin Maltasch BY: Harvin Maltasch HARVIN MALTASCH

Arthur Maltasch BY: Arthur Maltasch ARTHUR MALTASCH

ACKNOWLEDGEMENT: STATE OF FLORIDA COUNTY OF DADE, SS I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY

APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, LAWRENCE T. DEDDY, AS TRUSTEE, SAMUEL BRISKEE AND ELEANOR KRIGER, TO ME, WELL KNOWN TO BE THE PERSONS HEREIN DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED BEFORE ME, THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN DESCRIBED.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 19th DAY OF June, A.D., 1987.

MY COMMISSION EXPIRES: March 20, 1991. Samuel Briskee NOTARY PUBLIC STATE OF FLORIDA

ACKNOWLEDGEMENT: STATE OF New York COUNTY OF Kings, SS I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY

TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, HARVIN MALTASCH AND ARTHUR MALTASCH, TO ME, WELL KNOWN TO BE THE PERSONS HEREIN DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED BEFORE ME, THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN DESCRIBED.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 22nd DAY OF June, A.D., 1987.

MY COMMISSION EXPIRES: 2/20/91. Samuel Briskee NOTARY PUBLIC STATE OF New York

KNOW ALL MEN BY THESE PRESENTS:

THAT SAMUEL BRISKEE, ELEANOR KRIGER, HARVIN MALTASCH AND ARTHUR MALTASCH, THE OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE DATED DECEMBER 30, 1986 AND RECORDED DECEMBER 31, 1986, UNDER CLERK'S FILE NO. BEA-458305, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FILED IN OFFICIAL RECORDS BOOK 13131, AT PAGE 5404 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DO HEREBY CONSENT TO THIS PLAT AND JOIN IN THE ABOVE DEDICATION.

IN WITNESS WHEREOF: WE HAVE HEREINTO SET OUR HANDS AND SEALS THIS 19th DAY OF June, A.D., 1987.

WITNESSES AS TO BOTH: Samuel Briskee BY: Samuel Briskee SAMUEL BRISKEE

Arthur Maltasch BY: Eleanor Kriger ELEANOR KRIGER

IN WITNESS WHEREOF: WE HAVE HEREINTO SET OUR HANDS AND SEALS THIS 22nd DAY OF June, A.D., 1987.

WITNESSES AS TO BOTH: Harvin Maltasch BY: Harvin Maltasch HARVIN MALTASCH

Arthur Maltasch BY: Arthur Maltasch ARTHUR MALTASCH

ACKNOWLEDGEMENT: STATE OF FLORIDA COUNTY OF DADE, SS I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY

APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, SAMUEL BRISKEE AND ELEANOR KRIGER, TO ME, WELL KNOWN, TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE PURPOSES THEREIN DESCRIBED.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 19th DAY OF June, A.D., 1987.

MY COMMISSION EXPIRES: March 20, 1991. Samuel Briskee NOTARY PUBLIC STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

THAT SAMUEL BRISKEE, ELEANOR KRIGER, HARVIN MALTASCH AND ARTHUR MALTASCH, THE OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE DATED DECEMBER 30, 1986 AND RECORDED DECEMBER 31, 1986, UNDER CLERK'S FILE NO. BEA-458305, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FILED IN OFFICIAL RECORDS BOOK 13131, AT PAGE 5404 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DO HEREBY CONSENT TO THIS PLAT AND JOIN IN THE ABOVE DEDICATION.

IN WITNESS WHEREOF: WE HAVE HEREINTO SET OUR HANDS AND SEALS THIS 19th DAY OF June, A.D., 1987.

WITNESSES AS TO BOTH: Samuel Briskee BY: Samuel Briskee SAMUEL BRISKEE

Arthur Maltasch BY: Eleanor Kriger ELEANOR KRIGER

IN WITNESS WHEREOF: WE HAVE HEREINTO SET OUR HANDS AND SEALS THIS 22nd DAY OF June, A.D., 1987.

WITNESSES AS TO BOTH: Harvin Maltasch BY: Harvin Maltasch HARVIN MALTASCH

Arthur Maltasch BY: Arthur Maltasch ARTHUR MALTASCH

ACKNOWLEDGEMENT: STATE OF FLORIDA COUNTY OF DADE, SS I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY

APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, SAMUEL BRISKEE AND ELEANOR KRIGER, TO ME, WELL KNOWN, TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE PURPOSES THEREIN DESCRIBED.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 19th DAY OF June, A.D., 1987.

MY COMMISSION EXPIRES: March 20, 1991. Samuel Briskee NOTARY PUBLIC STATE OF FLORIDA

COVENANT RUNNING WITH THE LAND OF

IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS
OF DADE COUNTY, FLORIDA, CONCERNING THE
PROTECTION AND MANAGEMENT OF ENVIRONMENTALLY-
SENSITIVE LAND AND TREE RESOURCES LOCATED AT

DADE COUNTY, FLORIDA

Lawrence T. Deddy Trustee, Samuel Brisker, Eleanor Krieg,

The undersigned, Marvin Maultasch and Arthur Maultasch being owner(s) of a
parcel of real property legally described as set forth in Exhibit A-1 attached
hereto and incorporated herein by reference, and located at Miami,

Dade County, Florida and furthermore identified
for ad valorem tax purposes by all or part of Folio Number (hereinafter re-
ferred to as the "Property") hereby create(s) a covenant, on behalf of the
undersigned owner(s), heirs, successors, assigns and grantees, running with
the land to and in favor of the Board of County Commissioners of Dade County,
Florida (hereinafter referred to as the "Board"), their successors and assigns,
with respect to the Property, as follows:

1. The undersigned owner(s) covenant with the Board that all conditions and
stipulations contained within Dade County Tree Removal Permit
attached hereto as Exhibit B and incorporated herein by reference, shall
be adhered to.
2. The undersigned owner(s) covenant with the Board that the Tree Preser-
vation Area of the property as shown on the Plan entitled "Country Ridge
Estates".

(prepared by Campanile & Associates, Inc.

dated June, 1987

and attached hereto as Exhibit C and incorporated herein by reference,
shall be preserved in a natural condition and shall be managed so that
existing canopy and understory
vegetation are not disturbed or removed and remain free from exotic
herbaceous and exotic woody vegetation.

3. The undersigned owner(s) covenant and represent that the undersigned
owner(s) is/are the owner(s) in fee of the Property and that no other
person or other legal entity of any kind whatsoever has any fee interest in
the Property.

EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (COVENANT RUNNING WITH THE LAND)

4. The undersigned owner(s) covenant and agree that the Dade County Environmental Resources Management Department (herein after referred to as "DERM") shall have the right, upon notification to the owner(s) of the Property, to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner promised by the undersigned owner(s) in this covenant. Should the DERM determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this Covenant, DERM shall notify the owner(s) in writing by certified mail, return receipt requested, of the particular curative action to be taken by the owner(s) of the Property and the reasons therefor. The owner(s) shall take such curative action within a reasonable time, provided however, the owner(s) shall have the right to appeal such proposed curative action to the Dade County Environmental Quality Control Board by filing a written objection within fifteen (15) days after receipt of written notification of said proposed curative action and the reasons therefor.
5. After this Covenant is accepted by the Board, the Covenant, together with a certified copy of the Board's resolution accepting the Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Dade County.
6. The undersigned owner(s) covenant and agree that no trees or understory shall be removed from the Property without the prior written consent of DERM.
7. The undersigned owner(s) covenant and agree that no trimming of trees (other than minor trimming that does not substantially alter the size or canopy spread of a tree(s)) shall be conducted on the Property without the prior written consent of DERM.
8. The undersigned owner(s) covenant and agree that all successors, heirs, assigns and grantees with respect to the Property shall be notified in writing of the tree protection and preservation stipulations contained herein and DERM shall receive copies of all such written notifications. The failure of the undersigned owner(s) to provide such written notice to

EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (COVENANT RUNNING WITH THE LAND)

all successors, heirs, assigns, and grantees shall not, however, effect the validity or enforceability of this covenant as to any such successors, heirs, assigns, and grantees.

9. This covenant shall never be subject to cancellation, revision, alteration or amendment without the consent of the Board.
10. This covenant shall run for the benefit of the citizens of Dade County Florida and is subject to specific enforcement by Dade County, Florida. In the event that the provisions of this Restrictive Covenant are not complied with, an action of law or equity may be commenced by Dade County.
11. The undersigned owner(s) shall notify DERM within one (1) month of any conveyance, sale, granting or transfer of the Property or portion thereof, to any heirs, successors, assigns and grantees.
12. The undersigned owners shall plant additional pine seedlings in the Tree Preservation Area as needed to replace pines lost to natural attrition, or as a result of road construction, or clearing required for utility placement, installation and/or maintenance, and the construction and future maintenance of buildings and parking areas adjacent to the Tree Preservation Area.
13. Ingress-egress driveways through the Tree Preservation Area are allowable for each lot provided that said ingress-egress driveways are designed to result in minimal adverse impact to the Tree Preservation Area and provided that the locations of said ingress-egress driveways are subject to the approval of DERM.
14. No installation of utilities shall occur within the Tree Preservation Area without the prior written consent of DERM.

EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (COVENANT RUNNING WITH THE LAND)

IN WITNESS WHEREOF, the undersigned, being the owner(s) of
Property, agree(s) to the terms of this Covenant, hereby create
same as a covenant running with the land, and set their hands
and seal unto this Covenant this 19th day of June,
1987.

Witnesses

Ernest Albrecht
Gertrude Brinker

Ernest Albrecht
Gertrude Brinker

Ernest Albrecht
Gertrude Brinker

Lawrence T. Duddy
LAWRENCE T. DEDDY, TRUSTEE

Samuel Brinker
SAMUEL BRISKER

Eleanor Krieg
ELEANOR KRIEG

Cliff Mader

OFF. 13364PG 1805

John M. Duddy

Marvin Maultasch
MARVIN MAULTASCH

John M. Duddy

Cliff Mader

Arthur Maultasch
ARTHUR MAULTASCH

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 19th day of June, 1987 by LAWRENCE T. DEDDY, TRUSTEE

Ernest J. Mader
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: March 24, 1991

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 19th day of June, 1987 by SAMUEL BRISKER.

Ernest J. Mader
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: March 24, 1991

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 19th day of June, 1987 by ELEANOR KRIEG.

Ernest J. Mader
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: March 24, 1991

STATE OF NEW YORK)
) SS:
COUNTY OF Kings)

The foregoing instrument was acknowledged before me this 22 day of June, 1987 by MARVIN MAULTASCH.

C. JORD S. BECKER
Notary Public, State of New York
No. 24-4751808
Qualified in Kings County
Commission Expires March 19, 1991

Cliff Mader
NOTARY PUBLIC, State of New York
at Large

My Commission Expires:

STATE OF NEW YORK)
) SS:
COUNTY OF Kings)

The foregoing instrument was acknowledged before me this 22 day of June, 1987 by ARTHUR MAULTASCH.

C. JORD S. BECKER
Notary Public, State of New York
No. 24-4751808
Qualified in Kings County
Commission Expires March 19, 1991

Cliff Mader
NOTARY PUBLIC, State of New York
at Large

My Commission Expires:

EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (COVENANT RUNNING WITH THE LAND)

REC: 13364PG 1806

JOINDER AND CONSENT

The undersigned mortgagees hereby join and consent to the recording of the Declaration of Restrictions and Protective Covenants for COUNTRY RIDGE ESTATES, said Declaration being dated June 19, 1987.

IN WITNESS WHEREOF, the parties have this day signed and sealed the foregoing instrument.

Signed in the presence of:

<u>Ernest H. Hewitt</u>	<u>Samuel Brisker</u>
<u>Katherine Brisker</u>	SAMUEL BRISKER
<u>Ernest H. Hewitt</u>	<u>Eleanor Krieg</u>
<u>Katherine Brisker</u>	ELEANOR KRIEG
<u>John M. Dady</u>	<u>Marvin Maultasch</u>
<u>Cliff Nielsen</u>	MARVIN MAULTASCH
<u>John M. Dady</u>	<u>Arthur Maultasch</u>
<u>Cliff Nielsen</u>	ARTHUR MAULTASCH

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 19th day of June, 1987 by SAMUEL BRISKER.

Ernest H. Hewitt
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: March 20, 1991

STATE OF FLORIDA)
) ss:
COUNTY OF ~~DADE~~ DADE

The foregoing instrument was acknowledged before me this 19th day of June, 1987 by ELEANOR KRIEG.

Ernest H. Hewitt
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: March 20, 1991

EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR COUNTRY RIDGE ESTATES (COVENANT RUNNING WITH THE LAND)

REC-13364PG 1807

STATE OF NEW YORK)
COUNTY OF Kings, ss:

The foregoing instrument was acknowledged before me this 24 day
of June, 1987 by MARVIN MAULTASCH.

CLIFFORD S. BECKER
Notary Public, State of New York
No. 24-4781808
Qualified in Kings County
Commission Expires March 10, 1990

Clifford S. Becker
NOTARY PUBLIC, State of New York
at Large

My Commission Expires:

STATE OF NEW YORK)
COUNTY OF Kings, ss:

The foregoing instrument was acknowledged before me this 24 day
of June, 1987 by ARTHUR MAULTASCH.

CLIFFORD S. BECKER
Notary Public, State of New York
No. 24-4781808
Qualified in Kings County
Commission Expires March 10, 1990

Clifford S. Becker
NOTARY PUBLIC, State of New York
at Large

My Commission Expires:

Exhibit A-1
Country Ridge Estates according to the Plat thereof,
recorded in Plat Book 131, Page 94 of the Public Records
of Dade County, Florida

RECORDED BY ELECTRONIC RECORDS
OF DADE COUNTY, FLORIDA
RECORD NO. 131-10
RICHARD P. BRINKER
CLERK, CIRCUIT COURT

EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (COVENANT RUNNING WITH THE LAND)

**PROPOSED AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COUNTRY RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION .
SEE CURRENT AMENDED AND RESTATED ARTICLES
OF INCORPORATION FOR CURRENT TEXT**

These are the Amended and Restated Articles of Incorporation for COUNTRY RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC., originally filed with the Florida Department of State the 18^h day of September, 1987 under Charter Number N22570. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapters 617 and 720, Florida Statutes.

1. NAME. The name of the corporation shall be Country Ridge Estates Homeowner's Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Corporation", the Declaration of Restrictions and Protective Covenants as "Declaration", these Articles of Incorporation as the "Articles", and the Bylaws of the Corporation as the "Bylaws".

2. PURPOSE. The purpose for which the Corporation is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including but not limited to the power to operate, administer, and manage the Common Areas in Country Ridge Estates in accordance with the Declaration of Restrictions and Protective Covenants for Country Ridge Estates and other Governing Documents for Country Ridge Estates, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Parcels in Country Ridge Estates.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the original Declaration of Restrictions and Protective Covenants for Country Ridge Estates as recorded in Official Records Book 13364 at Page 1780 *et seq.*, of the Public Records of Miami Dade County, Florida, and as subsequently amended from time to time, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS The powers of the Corporation shall include and be governed by the following:

4.1 General. The Corporation shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declaration, these Articles, the Bylaws or prohibited by law.

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EXHIBIT "C" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED ARTICLES OF INCORPORATION)

LAW OFFICES OF BECKER & POLIAKOFF, P.A.
121 ALHAMBRA PLAZA, 10TH FLOOR • MIAMI, FLORIDA 33134 • TELEPHONE (305) 262-4433
WWW.BECKER-POLIAKOFF.COM

4.2 Enumeration. The Corporation shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration and as it may be amended from time to time, these Articles and as they may be amended from time to time, and the Bylaws and as they may be amended from time to time, including but not limited to the following:

4.2.1 To make and collect assessments and other charges against members as Owners of Dwellings or homes or Lots within Country Ridge Estates, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Corporation.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Corporation property and other property acquired or leased by the Corporation for use by Owners.

4.2.4 To purchase insurance upon the Corporation's property and insurance for the protection of the Corporation, its officers, Directors, and Members.

4.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Corporation property, the Common Areas and for the health, comfort, safety and welfare of the Owners.

4.2.6 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

4.2.7 To contract for the management of the Corporation and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Corporation except those which require specific approval of the Board of Directors or the membership of the Corporation.

4.2.8 To employ personnel to perform the services required for proper operation of the Corporation.

4.3 Corporation property. All funds and the titles of all properties acquired by the Corporation and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of income. The Corporation shall make no distribution of income to its members, directors or officers.

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EXHIBIT "C" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED ARTICLES OF INCORPORATION)

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4.5 Limitation. The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

5. MEMBERS AND VOTING The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Corporation shall be comprised of the Owner Members. Membership shall be established as follows:

5.1.1 Owner Members.

The Owner of every Lot shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Lot, provided that any person or entity who holds an ownership interest merely as security for the performance of an obligation shall not be a Member. Each such Owner shall notify this Corporation of said recordation within thirty (30) days thereof and shall transmit to the Corporation true copies of such instrument.

5.2 Voting Rights. The voting rights of the Members shall be as follows:

5.2.1 Number of Votes. Each Member shall possess one vote for each Lot owned by such Member. If more than one person owns a given Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Corporation shall have perpetual existence.

7. OFFICERS. The affairs of the Corporation shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Corporation at its first meeting following the annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Corporation shall be managed by a board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. A

Page 3 of 4

EXHIBIT "C" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED ARTICLES OF INCORPORATION)

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majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

8.2 Duties and powers. All of the duties and powers of the Corporation existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to members when such approval is specifically required.

8.3 Election; removal. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members and thereafter until qualified successors are duly elected and have taken office.

9. BYLAWS. The Bylaws of this Corporation may be altered, amended or replaced in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Method of proposal. A resolution for the adoption of a proposed amendment may be proposed either by the President of the Association, a majority of the Directors, or by not less than twenty-five percent (25%) of the voting interests of the Corporation.

10.2 Notice. The subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption. An amendment so proposed must be approved by a majority of the voting interests of the Corporation, present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Corporation, upon Board approval, without need for Corporation membership vote.

10.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami Dade County, Florida.

11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT.

The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

Page 4 of 4

EXHIBIT "C" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED ARTICLES OF INCORPORATION)

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**AMENDED AND RESTATED BYLAWS
OF
COUNTRY RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF BY LAWS
SEE ORIGINAL DECLARATION FOR ORIGINAL TEXT**

1. Identity. These are the Bylaws of Country Ridge Estates Homeowner's Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of, among other things, administering Country Ridge Estates, a residential Community located in Miami Dade County, Florida, to help insure the tranquil residential use of Country Ridge Estates, to provide funds for the maintenance of the road, curbing, drainage, signage and other common areas, to provide continuity in the design and construction of residences through the appointment of an Architectural Board, to establish capital contributions from the members to provide the necessary and required funds to accomplish the purposes of this organization, and to promote the health, safety and welfare of the Owners of Lots in Country Ridge Estates. Additional purposes and powers are set forth in the Articles of Incorporation for Country Ridge Estates.

1.1 Mailing Address. The mailing address of the Association shall be designated by the Board of Directors from time to time.

1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration unless the context requires otherwise.

3. Members. The Members of the Association shall be the record owners of fee title to the Lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot for purposes of determining voting, assessment and use rights.

3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the Member's legal title to the Lot. Membership shall automatically pass to all successors in interest to the title of each of the Lots in Country Ridge Estates. Said membership is not assignable, transferable or subject to pledge to any other person or entity other than to a successor in title.

3.2 Voting Rights: Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes ("voting interests") is equal to the total number of Lots, which is 60. The vote of a Lot is not divisible. The right of a Member to vote may be suspended by the Association for the nonpayment of regular annual assessments

Page 1 of 18

EXHIBIT "D" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED BYLAWS)

LAW OFFICES OF BECKER & POLIAKOFF, P.A.
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that are delinquent in excess of 90 days. The following persons shall be authorized to cast a vote on behalf of a Lot depending on the specified ownership interests:

3.2.1 If a Lot is owned by one natural person, that person has the right to cast a vote on behalf of the Lot.

3.2.2 If a Lot is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the Lot.

3.2.3 If a Lot is subject to a life estate, any of the life tenants may cast a vote on behalf of the Lot, or the holder(s) of the remainder interest may cast the vote.

3.2.4 If the owner of a Lot is a corporation, any officer of the corporation may cast the vote on behalf of the Lot.

3.2.5 If a Lot is owned by a partnership, any general partner may cast the vote on behalf of the Lot.

3.2.6 If a limited liability company owns a Lot, any authorized agent may cast the vote on behalf of the Lot.

3.2.7 If a Lot is owned by a trustee(s), the vote for the Lot may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Lot, and provide proof to the Association that he or she is a beneficiary.

In a situation where there are two or more persons are authorized to cast a vote on behalf of a Lot, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a unit do not agree among themselves how their one vote shall be cast, the disagreement must be provided to the Association in writing and the vote shall not be counted.

3.3 Approval or Disapproval of Matters. Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.

3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Community during the period of membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

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EXHIBIT "D" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED BYLAWS)

LAW OFFICES OF BECKER & POLIAKOFF, P.A.
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4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual Members' meeting shall be held on the second Tuesday in January of each year, at the place and at the time determined by the Board of Directors from time to time. If the Board has a reasonable reason for changing the date of the annual Member's meeting, it may do so, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. However, the failure to hold an annual meeting within the required time frame shall not serve to invalidate actions of the Association, or the Board. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

4.2 Special Meetings. Special Members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interests. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of Members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any Members' meeting shall be provided to every Member by one of the following methods: (1) mailed postpaid and correctly addressed to the Member's address shown in the current records of the Association, or (2) be hand delivered to the Member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the Member has consented in writing to receive notice. Each Member bears the responsibility of notifying the Association of any change of address. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. The mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Proof of notice shall be given by affidavit of the person giving notice.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member shall constitute such Member's waiver of notice of such meeting, except when attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.4 Quorum. A quorum at Members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast twenty five (25%) percent of the voting interests.

4.5 Majority Vote. The acts approved by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum shall have been attained shall

Page 3 of 18

EXHIBIT "D" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED BYLAWS)

LAW OFFICES OF BECKER & POLIAKOFF, P.A.
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be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.

4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

4.8.1 Call to order by President;

4.8.2 At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);

4.8.3 Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;

4.8.4 Proof of notice of the meeting or waiver of notice;

4.8.5 Reading and disposal of any unapproved minutes;

4.8.6 Reports of officers;

4.8.7 Reports of committees;

4.8.8 Call for final balloting on election of directors and close of balloting.

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4.8.9 Appointment of inspectors of election;

4.8.10 Election of directors;

4.8.11 Unfinished business;

4.8.12 New business;

4.8.13 Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

4.9 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

4.11 Certification of Voting Results. At any meeting where there are items to be voted upon by the Members, a committee of at least three persons who shall act as "Inspectors of Election" shall be appointed before any votes are counted. The Inspectors of Elections shall review the votes and, at the conclusion of such voting, certify in writing to the Chairman the results of the voting and the certified copy shall be physically affixed in the minute book to the minutes of that meeting. No Inspector of Election shall be a candidate for office.

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5. Directors.

5.1 Number, Tenure and Qualifications. The number of Directors that shall constitute the whole Board of Directors shall be nine (9). This number may be increased or decreased not more than once per year by a unanimous vote of the Board of Directors at a properly noticed Board of Directors meeting, so long as the meeting takes place not less than one month prior to the scheduled annual meeting and election and so long as the minimum number of board members is three. A Director's term ends at the annual election at which his successor is to be duly elected, and thereafter until qualified successors are duly elected and have taken office or at such other time as may be provided by law. Directors shall be elected by the Members as described in Section 5.3 below, or in the case of a vacancy, as provided in 5.4 below.

5.2 Qualifications. Every director must be at least 18 years of age and must be a record title owner of a Lot.

5.3 Election of Directors. The following procedures shall apply to the election of directors:

5.3.1 The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.

5.3.2 Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

5.3.3 The ballot prepared for the annual meeting shall list all Director Candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

5.3.4 Nominations shall also be accepted from the floor on the date of the election.

5.3.5 The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

5.3.6 No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

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5.4 Vacancies on the Board.

5.4.1 If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

5.4.1.1 If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

5.4.1.2 If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled by the Members in the agreements used to recall the Board Members, or by vote at the recall meeting, as applicable.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to appoint a replacement Member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation.

5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire voting interests, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by twenty percent (20%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Florida Statutes (2004), as amended from time to time.

5.6 Organizational Meeting. The organizational meeting of newly-elected directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Community property at least 48 continuous hours in advance of the meeting or mailed, hand delivered or electronically mailed to all Lot Owners not less than seven days in advance of the meeting.

5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney that are subject to the attorney-client privilege, as provided by law, meetings of the Board of Directors shall be open to all Lot Owners. Conspicuous notice of such meetings shall be posted at a designated location in the Community at least forty-eight (48)

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continuous hours in advance for the attention of the Members of the Association or mailed, hand delivered or electronically mailed to all Lot Owners not less than seven days in advance of the meeting, except in the event of an emergency. Conspicuous written notice of any meeting at which a special assessment, or at which rules regarding Lot use, will be considered, shall be provided to the Lot Owners via one of the methods set forth in Section 4.3 of these Bylaws and posted at a designated location in the Community not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of two (2) directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings. Lot Owners may petition for an item of business to be discussed at a board meeting to the extent and so long as permitted by Section 720.303(2)(d), Florida Statutes, as amended from time to time.

5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board Members in person, by telephone or one of the methods set forth in Section 4.2 of these Bylaws which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than seven (7) days prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy. Directors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes.

5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 Joinder in Meeting by Approval of Minutes. A Member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that

the Member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:

5.14.1 Proof of due notice of meeting;

5.14.2 Reading and disposal of any unapproved minutes;

5.14.3 Report of officers and committees;

5.14.4 Unfinished business;

5.14.5 New business;

5.14.6 Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5.16 Executive Committee: Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more Members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Community during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Community, (b) to determine the assessments payable by the Lot Owners to meet the Common Expenses, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Lots or Common Areas, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board

may authorize the President to appoint committee Members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Lot Owners is inapplicable to meetings between a committee and the Association's attorney which is subject to the attorney-client privilege, as provided by law.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Community and the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include the following:

6.1 Operating and maintaining the Common Areas.

6.2 Determining the Common Expenses required for the operation of the Community and the Association.

6.3 Collecting the assessments for Common Expenses from Lot Owners.

6.4 Employing and dismissing the personnel necessary for the maintenance and operation of the Community and the Association.

6.5 Adopting and amending rules and regulations concerning the operation and use of the Common Areas and to establish criteria for architectural approval, as provided in the Declaration.

6.6 Maintaining accounts at depositories on behalf of the Association and designating the signatories.

6.7 Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

6.8 Enforcing obligations of the Lot Owners.

6.9 Levying fines against Lot Owners for violations of the Governing Documents or the Rules and Regulations. The Board of Directors may levy a fine against a Lot Owner for violation of the Governing Documents by the Owner, his or her family member, tenants, guests,

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visitors, or invitees, not to exceed one hundred dollars (\$100.00) per violation. A fine may be levied on the basis of each day of a continuing violation, except that no such fine may exceed two thousand five hundred dollars (\$2,500.00) in the aggregate. A separate fine for each repeat or continued violation, may be levied, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

6.9.1 A statement of the date, time and place of the hearing;

6.9.2 A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and

6.9.3 A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be imposed or levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Lot Owners appointed by the Board, none of whom may then be serving as a director, officer or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied or imposed.

6.10 Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Community. The Association may pledge personal property (including assessment rights) as security for a loan, but may not mortgage the Common Area unless approved by at least two-thirds (2/3rds) of the entire voting interests.

6.11 Contracting for the maintenance of the Community, and management services. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten (10%) percent of the total annual budget of the Association, unless the products and services are needed as the result of any emergency or unless

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the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

6.12 Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

6.13 Convey a portion of the Common Areas or personal property of the Association to a condemning authority or a utility for the purpose of providing utility easements, right-of-way expansion, or other public utility purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2004), and Section 617.0303, Florida Statutes (2004), as amended from time to time.

7.1 The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

7.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

7.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

7.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

7.5 The Board may use reserve funds to meet Association needs.

7.6 Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

7.7 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

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7.8 For purposes of this Section only, an “emergency” exists only during a period of time that the home, or the immediate geographic area in which the home is located, is subjected to:

7.8.1 a state of emergency declared by local civil or law enforcement authorities;

7.8.2 a hurricane warning;

7.8.3 a partial or complete evacuation order;

7.8.4 federal or state “disaster area” status;

7.8.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

7.8.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Owners, the Community, or Association Property.

7.9 Additional Board Authority. In addition to Board authority granted by law and the Governing Documents, the Board shall have the following power and authority to declare any portion of the Common Area unavailable for occupation by owners, tenants, or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owners, tenants, or guests.

8. Officers.

8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (the president and vice-president must be directors). All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.

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8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.

8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members, shall attend to the giving of all notices to the Members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

8.6 Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to an agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.

9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board of Directors may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for management or any other compensable service, in their reasonable business discretion.

10. Resignations. Any director or officer may resign his post at any time by written resignation, including electronic transmission, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation.

11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following:

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11.1 Budget. The Board of Directors shall adopt a budget of Common Expense for the Community. The assessment is payable annually, unless the Board resolves to permit other frequency of payments. The Board of Directors shall post notice of the budget meeting, along with a copy of the proposed budget, at least 48 hours in advance as set forth in Article 5.7 of these Bylaws, and after adoption of the budget, shall provide a copy of the budget to each Lot Owner or written notice advising that a copy of the budget shall be provided upon request at no cost to the Member.

11.2 Reserves. The Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, capital improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

11.3 Special Assessments. Special assessments may be approved by the Board of Directors. All special assessments shall be secured by a lien in the same manner as regular annual assessments per the Declaration.

11.4 Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, or have access to or control of Association funds shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a Common Expense.

11.5 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Section 720.303(7), Florida Statutes (2008), as amended from time to time.

11.6 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

11.7 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such persons authorized by the directors. All funds shall be maintained separately in the Association's name.

12. Roster of Lot Owners. Each Lot Owner shall, within thirty (30) days of taking title, file with the Association a copy of the recorded deed or other recorded document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall

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EXHIBIT "D" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COUNTRY RIDGE ESTATES (AMENDED AND RESTATED BYLAWS)

LAW OFFICES OF BECKER & POLIAKOFF, P.A.
121 ALHAMBRA PLAZA, 10TH FLOOR • MIAMI, FLORIDA 33134 • TELEPHONE (305) 262-4433
WWW.BECKER-POLIAKOFF.COM

be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

13. Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

14. Indemnification.

14.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

14.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 14.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

14.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action,

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suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 14.

14.4 Miscellaneous. The indemnification provided by this Article 14 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

14.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

14.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 14 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

14.7 Delegation. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

15. Amendments. These Bylaws may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

15.2 Resolution. A proposed amendment may be proposed either by the President, the Board of Directors, or by not less than twenty percent (20%) of the voting interests of the Association.

15.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by not less than two thirds of the voting interests of the Association, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment.

15.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Miami Dade County.

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16. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of Common Areas the operation of the Association, and architectural standards to the extent permitted by the Declaration.

17. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

18. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.

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EXHIBIT "B"

APPROVAL OF THE PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR COUNTRY RIDGE ESTATES

WHEREAS, the Declaration of Restrictions and Protective Covenants for Country Ridge Estates (the "Declaration") was recorded on July 31, 1987, in Official Records Book 13364, Pages 1780, *et seq.*, Miami Dade County, Florida Public Records and was subsequently amended from time to time.

WHEREAS, Article VIII, Section 5 of the Declaration, as amended, states that the Declaration may be amended by the "execution and recordation of an instrument by owners holding not less than a majority of the lot ownership, which owners have voted in person or by written proxy on said amendment at a duly and properly called meeting" or "the execution and recordation of an instrument by owners holding not less than 2/3 vote of the membership of the Association"; and

WHEREAS, the undersigned owners have cast a written proxy approving the proposed Amended and Restated Declaration indicating they are desirous of amending the Declaration.

NOW, THEREFORE, the undersigned, being owners of the indicated lots within Country Ridge Estates hereby sign this instrument so that it may be recorded in compliance with the Declaration requirements and hereby reaffirm their consent and approve of the Amended and Restated Declaration of Protective Covenants, as attached hereto.

IN WITNESS WHEREOF, the undersigned owners have signed and set their hands and seals on the dates indicated below:

Owners' Names	Address or Lot/Block	Owners' Signatures	Date	Witnesses
✓ Gayle Coady	17401 SW 266 Ter L 27/B1	Gayle Coady	10/31/2009	Mary K. Spinella
✓ Robert DeLoach	17328 SW 266 Lots 5 & 6	Robert DeLoach	10/31/2009	Mary K. Spinella
✓ Charles STEUPES	Lot 8	Charles Steupes	Nov 1/2009	Mary K. Spinella
✓ Naneta White	Lot 24	Naneta White	11/2/09	Mary K. Spinella
✓ GARY MA. DONAHUE	LOT 13	Gary Ma. Donahue	11/2/09	Mary K. Spinella
✓ Amory Dominguez	Lot 22	Amory Dominguez	11/2/09	Mary K. Spinella
✓ Debbie West	BLK 2 Lot 17	Debbie West	11/3/09	Mary K. Spinella

APPROVAL OF THE PROPOSED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR COUNTRY RIDGE ESTATES

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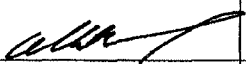
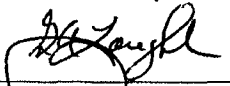
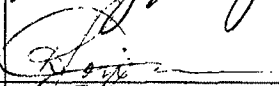
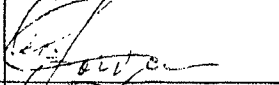
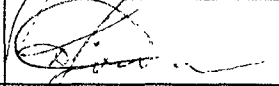
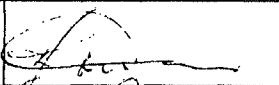
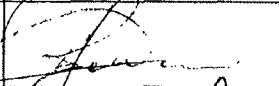
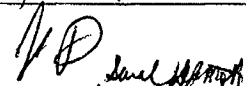
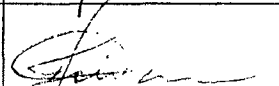
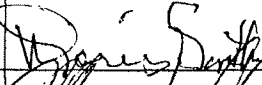
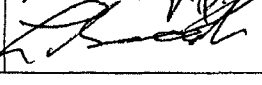
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IN WITNESS WHEREOF, the undersigned owners have signed and set their hands and seals on the dates indicated below:

Owners' Names	Address or Lot/Block	Owners' Signatures	Date	Witnesses
✓ CCDC	17390 SW 267 th Lane	D Bernacker	Jan 5, 2010	Deanne D. May
Bryan St. Germain	26630 SW 174 PL	[Signature]	1/15/10	Mary K. Spink
LINDA BURLEY	17431 SW 266 TERR.	Linda Burley	1-15-10	Mary K. Spink
Greg Ballinger	26424 SW 173 PL	[Signature]	1/16/10	Mary K. Spink
Evan Skornick	17394 SW 266 th Terr.	[Signature]	1/16/10	Mary K. Spink
[Signature]	17444 SW 267 th Lane	[Signature]	1/16/10	Mary K. Spink
Scott Woodard	26411 SW 173 rd Hmstr, FL 33031	Scott Woodard	1/16/10	Mary K. Spink

Owners Names	Address or Lot/Block	Owners' Signatures	Date	Witnesses
✓ GARY + PAMELA AVINS	12	P. Avins	11-3-09	Karen Sutto
✓ Brad + Leslie Case	Lot 10/2 Block 26423	Leslie Case	11-3-09	Theresa Sutto
✓ Karen Sutto	1/5 26423 CT	K Sutto	11-8-09	K Sutto
✓ Neil Goldk	17751 SW 267 LA	Neil Goldk	11-4-09	Gay M Pail
✓ Cindy Erb	17364 SW 267 LA	Cindy Erb	11/4/09	Gay M Pail
✓ Robert Lorton	LOT 32 BLOCK 1	Robert Lorton	11/4/09	Gay M Pail
✓ Cecilia Douglas	17363 SW 267 Lane	Cecilia Douglas	11/4/09	Gay M Pail
Robert Chapman	17357 SW 267 LN	Robert Chapman	11/15/10	Cecilia Douglas
Donna Ann Reid	17351 SW 267 LN	Donna Ann Reid		lg Chapman
Walter K Armstrong	17340 SW 267 Lane	Walter K Armstrong	4/27/10	Cecilia Douglas
Diane Seibert	17375 SW 267 Lane	Diane Seibert	1/22/10	Cecilia Douglas

Owners Names	Address or Lot/Block	Owners Signatures	Date	Witnesses
✓ Michelle Clark	17402 SW 266th Terrace	M.D. Clark	11/3/09	Mary K. Spence
✓ ALBERTO RAMIREZ	26401 SW 173 PI LOT 1 BIK 1		11/4/09	Mary K. Spence
✓ Gregory Laughlin	29		11/4/09	
✓ BARENS SOST & SART	26515 SW 173 CT		11/4/09	
✓ Patricia and AL Gomez	26400 SW 173 PI	Patricia Gomez	11/4/09	
✓ Gary Paulin	26651 SW 173 ct.	Gary Paulin	11/4/09	
✓ Deborah Jordan	26501 SW 173 CT		11/4/09	Gary M. Paul.
✓ Kathy Murphy	17355 SW 267 Terr		11-4-09	
✓ Mike Shady Woodlot	17442 SW 266 Terr	Shady Woodlot	11-4-09	
✓ Calvin + Linda Burdick	26605 SW 173 CT Hmstd	Linda Burdick	11-4-09	Gary M. Paul.
✓ Jeffery & Sarah DeMott	19/1		11-4-09	
✓ Meg & Randy Scheltz	17376 SW 267 Lane	Meg Scheltz	11-9-09	Kathy Spence
Francisco & Mayda Castano	26650 SW 173 CT	Ucastano	01/18/10	Selma Paulin
Doris Southern	26648 SW 173 CT		11/20/10	Selma Paulin
MARC GREENFIELD	26615 SW 173 CT		11/21/10	Selma Paulin
Lisamarie Fagundo	26705 SW 173 CT		1-21-10	Gary M. Paul.

[illegible]