

80R 52881 1980 FEB 25 P 3:41

OFF REC 10668 PG 50

MASTER COVENANT

KNOW ALL MEN BY THESE PRESENTS, that UNIVERSAL AMERICAN REALTY CORPORATION, a Delaware corporation, qualified to do business in the State of Florida, (hereinafter referred to as "Developer"), being the owner of the following property situate within Dade County, Florida, to-wit:

ALL OF CUTLER CREEK SECTION ONE, according to the Plat thereof, as recorded in Plat Book 114 , at Page 30 , of the Public Records of Dade County, Florida.

hereby covenant as follows:

1. Developer will not convey platted Lots (hereinafter referred to as "Lots"), in the subdivision platted as CUTLER CREEK SECTION ONE, according to the Plat thereof, as recorded in Plat Book 114 , at Page 30 , of the Public Records of Dade County, Florida, (hereinafter referred to as "Property") until it has restricted such Lots by a Declaration(s) or a Declaration(s) of Restrictions that establishes certain membership property rights and voting rights in a homeowners' association, covenant for maintenance, covenant for maintenance assessments, and other matters.

2. With reference to the Declaration and homeowners' association, in the sole discretion of Developer:

(a) Any such Declaration may restrict all or less than all of the Lots in the Property. Any such Declaration may be extended to restrict additional Lots after initial imposition on certain Lots. There may be more than one such Declaration.

Prepared by and Return to
VICTOR L. STOSIK, ESQ.
9555 NORTH KENDALL DRIVE
MIAMI, FLORIDA 33176

10.20

OFF REC 10668 PG 51

(b) The homeowners' association contemplated by the Declaration may, but need not be Cutler Creek Homeowners' Association, Inc., a Florida non-profit corporation. There may be more than one homeowners' association. Any homeowners' association may be extended to additional property, after being first established on certain other Lots.

3. Any such Declaration and homeowners' association shall be approved by the County Attorney and shall comply with applicable zoning requirements of Metropolitan Dade County, Florida.

4. This Master Covenant shall automatically cease to have any effect with respect to Lots and other areas in CUTLER CREEK SECTION ONE that are:

(a) Made subject to any Declaration and homeowners' association described above and approved by the County Attorney of Metropolitan Dade County, as to which the statement of Developer shall be dispositive; or

(b) Utilized for construction other than RU-TM zoning classification of Metropolitan Dade County, as to which the statement of Developer, accompanied by demonstration of such, shall be dispositive; or

(c) Re-platted pursuant to the requirements of Metropolitan Dade County.

5. The occurrence of any of the above shall automatically terminate the effect of this instrument with reference to the Property. Until such time this instrument shall encumber the Property herein described.

OFF REC 10668 PG 52

DATED this 31st day of December, 1979

UNIVERSAL AMERICAN REALTY CORPORATION

Attest:

BY: Allan J. Pekor, Vice President

Victor L. Stosik
Victor L. Stosik, Ass't Secretary

STATE OF FLORIDA:

COUNTY OF DADE :

The foregoing was acknowledged before me this the 31st day of December, 1979, by Allan J. Pekor and Victor L. Stosik Vice President and Assistant Secretary, respectively, of UNIVERSAL AMERICAN REALTY CORPORATION, a Delaware corporation qualified to do business in the State of Florida, on behalf of the corporation.

Eileen M. Harrison
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES SEPT 9 1983

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
PAGE NO. 10668
RICHARD P. BRINKER
CLERK CIRCUIT COURT

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DECLARATION

OFF REC 109567 1295

THIS DECLARATION, made on the date hereinafter set forth by F & R BUILDERS, INC., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property in a portion of Section 8, Township 56 South, Range 40, East, County of Dade, State of Florida, which is more particularly described as:

Lots 1 through 4, inclusive, in Block 1
 Lots 1 through 24, inclusive, in Block 2
 Lots 1 through 5, inclusive in Block 3
 Lots 1 through 10, inclusive, in Block 4
 Lots 1 through 10, inclusive, in Block 5
 Lots 1 through 10, inclusive, in Block 6
 Lots 1 through 11, inclusive, in Block 7
 Lots 1 through 13, inclusive, in Block 8

Tracts A-1, B-1, C-1, D-1, E-1, F-1, G-1, H-1, J-1, K-1, L-1, M-1, N-1, all of CUTLER CREEK CLUB SECTION ONE, according to the Plat thereof, as recorded in Plat Book 114 , at Page 30 , of the Public Records of Dade County, Florida.

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CUTLER CREEK CLUB ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns. The Articles of Incorporation and By-Laws are attached hereto as Exhibit "B".

THIS INSTRUMENT PREPARED BY:
 MORRIS J. WATSKY, ESQ.
 9555 North Kendall Drive
 Miami, Florida 33176

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OFF
REC 10956 PG 1296

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sells, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the Owners hereinbelow defined. The Common Open Space to be owned by the Association at the time of conveyance of the first Lot are described as follows:

Tracts F-1, C-1, D-1, B-1 and E-1 of CUTLER CREEK CLUB SECTION ONE, according to the Plat thereof, as recorded in Plat Book 114 at Page 30 of the Public Records of Dade County, Florida.

Section 5. "Private Drives" shall mean all real property owned by the Association for common access and ingress and egress. The Private Drives to be owned at the time of conveyance of the first Lot are described as follows:

Tract A-1 of CUTLER CREEK CLUB SECTION ONE, according to the Plat thereof, as recorded in Plat Book 114 at Page 30 of the Public Records of Dade County, Florida.

Section 6. "Common Parking Spaces" shall mean all real property owned by the Association for non-exclusive vehicular parking. The Common Parking Spaces to be owned at the time of conveyance of the first Lot are described as follows:

Tracts G-1, M-1, N-1, H-1, J-1, K-1 and L-1 of CUTLER CREEK CLUB SECTION ONE, according to the Plat thereof as recorded in Plat Book 114 at Page 30 of the Public Records of Dade County, Florida.

OFF
REC 10956 PG 1297

Section 7. "Lot" shall mean and refer to those Plots of land shown upon the recorded subdivision map of the Properties with the exception of the Common Open Space, the Private Drives the Common Space Limited and the Common Parking Spaces and shall specifically refer to the following:

Lots 1 through 4, both inclusive, in Block 1
Lots 1 through 24, both inclusive in Block 2
Lots 1 through 5, both inclusive in Block 3
Lots 1 through 10 both inclusive, in Block 4
Lots 1 through 10 both inclusive, in Block 5
Lots 1 through 10 both inclusive in Block 6
Lots 1 through 11 both inclusive, in Block 7
Lots 1 through 13, both inclusive in Block 8
All in CUTLER CREEK CLUB SECTION ONE, according to the Plat thereof, as recorded in Plat Book 114 at Page 30 of the Public Records of Dade County, Florida.

Section 8. "Developer" shall mean and refer to F & R Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Developer for the purpose of development. F & R BUILDERS, INC., shall at all times have the right to assign its interest herein to any successor or nominee.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Open Space, Private Drives and Common parking Spaces which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any plat of all or any part or parts of the Properties and the Articles of Incorporation.

(b) Rules and regulations adopted by the Association governing use and enjoyment of the Common Open Space, Private Drives and Common Parking Spaces.

OFF
REC 10956 PG 1298

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Open Space.

(d) The right of the Association to suspend voting rights and right to use of the common areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(e) The right of the Association to dedicate, sell or transfer all or any part of the Common Open Space, Private Drives and Common Parking Spaces to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Open Space, Private Drives and Common Parking Spaces to the members of his family, his tenants or contract purchaser, who reside on the property.

Section 3. Permitted Uses. The Common Open Space, Private Drives and Common Parking Spaces shall be restricted to the following uses:

(a) The Common Open Space, now and forever, shall be restricted hereby such that they shall be maintained as open space for the recreation, use and benefit of the Owners, as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities, and shall not be used for any commercial or industrial use.

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REC 10956 PG 1299

(b) The Private Drives, now and forever, shall be restricted hereby such that they shall be used for the benefit of the Owners as and for easements and rights-of-way for the construction, operation and maintenance of utility services and also for ingress and egress to all parts of the Properties so that each Owner will have access to his residence. The Private Drives shall be kept free and clear of obstruction, except as reasonable for construction, maintenance, traffic and speed control.

(c) The Common Parking Spaces, now and forever, shall be restricted hereby such that they shall be used for the benefit of Owners for vehicular parking and as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities. The parking of boats, campers and trailers is specifically prohibited on the Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. 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 Lot.

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REC 10956 PG 1300

Class B. Class "B" member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in Class "B" membership; or
- (b) on January 1, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE

The Association shall at all times maintain the Common Open Space, Private Drives and Common Parking Spaces herein described in good condition and repair.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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REC 10956 PG 1301

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Open Space, Private Drives and Common Parking Spaces and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred eighty dollars (\$180.00) per Lot.

(A) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Fifteen Percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above Fifteen Percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Open Space, Private Drives and Common Parking Spaces; including fixtures and personal property related thereto,

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REC 10956 PG 1302

provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership; the Developer will have the following options:

(a) The Developer may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class "A" membership on all unoccupied Lots owned by the Developer, and, in addition, will pay the difference, if any, between the total annual operating expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

(b) The Developer may pay the full rate of assessment, at which time the obligation to pay the difference between expenses and assessments will cease.

OFF
REC 109567 1303Section 7. Date of Commencement of Annual Assessments

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Open Space, Private Drives and Common Parking Spaces. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Assessments, at the election of the Association, may be collected on a monthly basis. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Nonpayment of Assessments;

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association, may at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Open Space, Private Drives and Common Parking Spaces or abandonment of his Lot.

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REC 10956 PG 1304Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to tax liens and the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

STAGE DEVELOPMENTS AND ANNEXATIONSection 1. Annexation Without Association Approval.

Additional lands within the area described in Exhibit "A" attached hereto may be annexed by the Developer in whole or in part without the consent of members within five (5) years of the date of this instrument, provided that the annexation is in substantial accord with the general plan attached hereto.

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REC 10956 PG 1305

The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Dade County, Florida, of an amendment hereto properly executed by the Developer and without the consent of members. Until such amendment is recorded no provision of the Declaration shall be effective as to all or any portion of the lands described in Exhibit "A", nor shall this Declaration constitute a cloud or encumbrance on the title to said lands.

Section 2. Other Annexation of Property. Additional residential property, common area and recreational facilities may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Dade County, Florida.

ARTICLE VII

LAND USE RESTRICTIONS

As long as there is a Class "B" membership, the Developer shall have the right, from time to time, to file land use restrictions applicable to annexed properties that are not in conflict with the provisions hereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein including a change of the building exterior paint color be made nor shall any improvements be made to the Properties (the planting of trees, shrubbery, or ground cover or the installation of a mailbox in said lots shall not require prior approval) until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same shall have submitted to and approved in writing as to harmony and external design

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REC 10956 PG 1306

and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining property governmental approvals and permits. This Article shall not affect any construction undertaken by Developer or lots and/or units sold by Developer.

ARTICLE IX

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Lot in the Properties shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

UTILITY SERVICE

Developer hereby dedicates certain portions of the Properties through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in this Declaration; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose.

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REC 10956 PG 1307
ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of ninety percent (90%) or more of the Lots, and thereafter by an instrument signed by the owners of seventy-five percent (75%) or more of the Lots. Notwithstanding the above, (a) any amendment affecting the maintenance provisions hereof or the lien for such maintenance must be approved by the County Attorney of Metropolitan Dade County, Florida, and (b) the Developer shall have the right, until JANUARY 1, 1985 to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to the requirements, if appropriate, of approval by the County Attorney and of Section 4 below. Any amendment must be recorded.

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REC 10956 PG 1308

Section 4. FHA/VA/FNMA/FHLMC Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation, when any of such entities has an interest: annexation of additional properties, mergers and consolidations, mortgaging of any common area, dedication of common area, amendment of this Declaration and dissolution of the Association.

IN WITNESS WHEREOF, the undersigned, being the Developer herein have hereto executed this Declaration this 12th day of SEPTEMBER, 1980 .

F & R BUILDERS, INC.

By: M. E. SaledaM. E. SALEDA,
Vice President, INC.

Attest:

Kathleen E. Sierra
KATHLEEN E. SIERRA,
Assistant Secretary

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 12th day of SEPTEMBER, 1980, by M. E. SALEDA and KATHLEEN E. SIERRA, Vice President and Assistant Secretary, respectively, of F & R BUILDERS, INC., a Florida corporation, on behalf of the corporation.

Don Connelly
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Notary Public, State of Florida at Large

APPROVAL

The foregoing Declaration is hereby approved as to legal sufficiency by the County Attorney of Metropolitan Dade County, Florida.

METROPOLITAN DADE COUNTY

BY: Steve B. [Signature] 9/15/80
Assistant County Attorney

OFF REC 10956 PG 1309

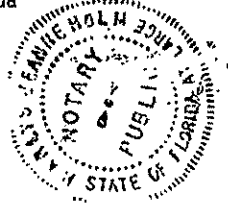
STATE OF FLORIDA }
COUNTY OF DADE } SS:

The foregoing Amendment was acknowledged before me this 15th day of September, 1980, by Stanley B. Price, Assistant County Attorney of Metropolitan Dade County, Florida.

Harley J. Kase
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 16 1983
BONDED THRU GENERAL INS UNDERWRITERS



The undersigned, owners of the property subjected to this Declaration hereby join-in this Document.

Signed, Sealed & Delivered in the Presence of:

Elena Fernandez

(As to the Boon's)

Raymond O. Boon, Sr.
RAYMOND O. BOON, SR.

Sally S. Boon
SALLY S. BOON, his wife

(Owners of Lot 3, Blk. 2 and Lot 4, Blk. 3)

Elena Fernandez

Rosemary Silicato
(As to the Robin's)

John David Robin
JOHN DAVID ROBIN

Helen Robin
HELEN ROBIN, his wife

(Owners of Lot 3, Blk. 3)

Elena Fernandez

Rosemary Silicato
(As to the Thomas')

Ralph H. Thomas
RALPH H. THOMAS

Hilda A. Thomas
HILDA A. THOMAS, his wife

(Owners of Lot 5, Blk. 4)

Elena Fernandez

Rosemary Silicato
(As to the Koch's)

Charles E. Koch
CHARLES E. KOCH

Dolores Koch
DOLORES KOCH, his wife

(Owners of Lot 5, Blk. 3)

OFF REC 10956 PG 1310

Signed, Sealed & Delivered
in the Presence of:

Edna J. J. J.
Rosemary H. J. J.
(As to Mr. McVea, Jr.)

Carroll B. McVea, Jr.
CARROLL B. McVEA, JR.
(Owner of Lot 1, Blk. 2)

Edna J. J. J.
Rosemary H. J. J.
(As to the Neidhart's)

Paul R. Neidhart
PAUL R. NEIDHART
Lois M. Neidhart
LOIS M. NEIDHART, his wife
(Owners of Lot 2, Blk. 3)

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
RAYMOND O. BOON, SR. and SALLY S. BOON, his wife, the Owners of Lot 3,
Block 2 and Lot 4, Block 3 in the aforesaid subdivision, to me well
known to be the persons referred to in the foregoing Declaration and
they acknowledged before me that they executed the foregoing Joinder as
their free act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 11th day of DECEMBER, 1980.

Paul R. Neidhart (Seal)
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 30, 1983
Bonded By American Surety & Casualty Company

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
JOHN DAVID ROBIN and HELEN ROBIN, his wife, the Owners of Lot 3, Block
3 in the aforesaid subdivision, to me well known to be the persons re-
ferred to in the foregoing Declaration and they acknowledged before me
that they executed the foregoing Joinder as their free act and deed for
the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this ____ day of DECEMBER, 1980.

Paul R. Neidhart (Seal)
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 30, 1983
Bonded By American Surety & Casualty Company

OFF REC 10956 PG 1311

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RALPH H. THOMAS and HILDA A. THOMAS, his wife, the Owners of Lot 5, Block 4 in the aforesaid subdivision, to me well known to be the persons referred to in the foregoing instrument and they acknowledged before me that they executed the foregoing Joinder to the Declaration as their free act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared CHARLES E. KOCH and DOLORES KOCH, his wife, the Owners of Lot 5, Block 3 in the aforesaid subdivision, to me well known to be the persons referred to in the foregoing Declaration and they acknowledged before me that they executed the foregoing Joinder as their free act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared CARROLL B. McVEA, JR., the Owner of Lot 1, Block 2 in the aforesaid subdivision, to me well known to be the person referred to in the foregoing Declaration and he acknowledged before me that he executed the foregoing Joinder as his free act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida

My Commission Expires:

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REC 1 C956 PG 1312

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
PAUL R. NEIDHART and LOIS M. NEIDHART, his wife, the Owners of Lot 2,
Block 3 in the aforesaid subdivision, to me well known to be the persons
referred to in the foregoing Declaration and they acknowledged before
me that they executed the foregoing Joinder as their free act and deed
for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida



My Commission Expires:

EXHIBIT "A"

OFF
REC 109567 1313LEGAL DESCRIPTION

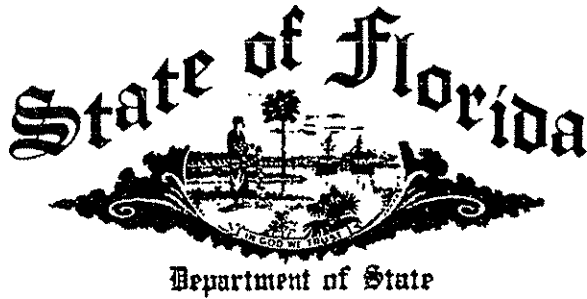
A portion of the West $\frac{1}{2}$ of Section 8, Township 56 South, Range 40 East, Dade County, Florida, being particularly described as follows:

Begin at the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 8; thence S00°48'57"E along the West line of the said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8 for 669.55 feet to the Southeast corner of the said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8; thence S89°19'48"W along the South line of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 8 for 1266.98 feet to a point on the Easterly Right-of-Way line of the South Florida Water Management District Canal C-1N; thence run the following courses and distances along the said Easterly Right-of-Way line of Canal C-1N: N00°49'09"W for 64.97 feet to a point of curvature of a circular curve to the right; thence to the right along said curve having for its elements a radius of 500.00 feet and a central angle of 39°58'15" for an arc distance of 348.81 feet to the point of tangency; thence N39°09'06"E for 624.80 feet to a point of curvature of a circular curve to the left; thence to the left along said curve having for its elements a radius of 650.00 feet and a central angle of 40°00'00" for an arc distance of 453.79 feet to the point of tangency; thence N00°50'54"W for 250.03 feet to a point on the Southerly Right-of-Way line of Caribbean Boulevard; thence departing the said Easterly Right-of-Way line of Canal C-1N run N89°15'18"E along the said South Right-of-Way line of Caribbean Boulevard for 596.72 feet to a point on the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 8; thence S00°50'39"E along the said East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 8 for 865.90 feet to the Point of Beginning.

LESS THE FOLLOWING DESCRIBED REAL PROPERTY:

CUTLER CREEK CLUB SECTION ONE, according to the Plat thereof, as recorded in Plat Book 114, at Page 30, of the Public Records of Dade County, Florida.

OFF
REC 1095671314

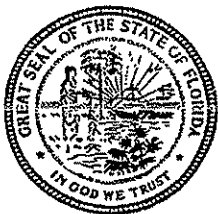


I certify that the attached is a true and correct copy of the Articles of Incorporation of

CUTLER CREEK CLUB ASSOCIATION, INC.

filed on the 9th day of December, A.D., 1980

The Charter Number for this corporation is 755457



CORP 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the

9th day of December, 1980

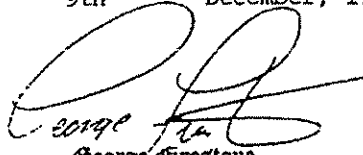

George Firestone
Secretary of State

EXHIBIT "B"

OFF
REC 109567 1315

ARTICLES OF INCORPORATION

OF FILED

CUTLER CREEK CLUB ASSOCIATION, INC.

FLORIDA STATE
MIAMI, FLORIDA

Pursuant to the provisions of Chapter 617, Florida Statutes, we, the undersigned natural persons competent to contract, acting as incorporators of a corporation not for profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is CUTLER CREEK CLUB ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

9555 North Kendall Drive, Miami, Florida 33176.

ARTICLE III

REGISTERED AGENT

MORRIS J. WATSKY, whose address is 9555 North Kendall Drive, Miami, Florida 33176, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Private Drives, Common Open Spaces, and Common Parking Spaces and Screen Walls and for the architectural control of the residence Lots (all as defined in the Declaration referred to hereinafter) within that certain tract of property described as:

THIS INSTRUMENT PREPARED BY:
MORRIS J. WATSKY, ESQ.
9555 North Kendall Drive
Miami, Florida 33176

OFF
REC 1 C956 PG 1316

All of CUTLER CREEK CLUB SECTION ONE,
according to the Plat thereof, as
recorded in Plat Book 114, at Page 30
of the Public Records of Dade County,
Florida.

and to promote the health, safety and welfare of the
residents within the above described property and any
additions thereto as may hereafter be brought within the
jurisdiction of this Association, and, in furtherance of
these purposes, to:

(a) exercise all of the powers and privileges and
to perform all of the duties and obligations of the
Association as set forth in that certain Declaration
hereinafter and above called the "Declaration",
applicable to the property and recorded or to be
recorded in the Office of the Clerk of the Circuit

amended from time to time as therein provided, said
Declaration being incorporated herein as set forth at
length:

(b) fix, levy, collect and enforce payment of, by
and lawful means, all charges or assessments pursuant
to the terms of the Declaration; to pay all expenses in
connection therewith and all office and other expenses
incident to the conduct of the business of the
Association, including all licenses, taxes or other
governmental charges levied or imposed against the
property of the Association;

(c) acquire (by gift, purchase or otherwise) own,
hold, improve, build upon, operate, maintain, convey,
sell, lease, transfer, dedicate for public use or
otherwise dispose of real or personal property in
connection with the affairs of the Association;

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REC 10956 PG 1317

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Private Drives, Common Open Space or Common Parking Spaces to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger,

two-thirds (2/3) of each class of members; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise.

ARTICLE V

MEMBERSHIP

Each Lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such unit, except that no person or entity holding an interest or title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

OFF REC 10956 PG 1318
ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. Class B member(s) shall be the Developer (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the

occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1985.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the property of this Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have five (5) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation.

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

OFF
REC 1095671319

<u>NAME</u>	<u>ADDRESS</u>
JOHN T. LANE	9555 N. Kendall Dr. Miami, FL 33176
ROBERT C. BIGHAM	9555 N. Kendall Dr. Miami, FL 33176
EILEEN HALLORAN	9555 N. Kendall Dr. Miami, FL 33176
DIXIE BRINKMAN	9555 N. Kendall Dr. Miami, FL 33176
LINDA REED	9555 N. Kendall Dr. Miami, FL 33176

At the first annual meeting the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and a fifth director for term of three (3) years; and at each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members. The names of the officers who are to serve until the first election or appointments are:

PRESIDENT	ROBERT C. BIGHAM
VICE PRESIDENT	EILEEN HALLORAN
SECRETARY/TREASURER	JOHN T. LANE

OFF
REC 10956 PG 1320
ARTICLE IXBY-LAWS

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation while any of such entites has an interest, shall have the right to veto any of the above while there is a Class "B" membership.

ARTICLE X

AMENDMENTS

Proposals for the alteration, amendment or recision of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the

Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes in each class membership.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of votes in each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Any action taken under this Article is subject to the procedures and requirements of Florida Statute Section 617.05.

OFF REC | C956 PG | 32 |
ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII

SUBSCRIBERS

The names and residence of the subscribers are as follows:

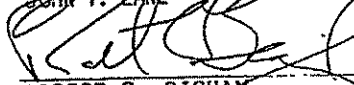
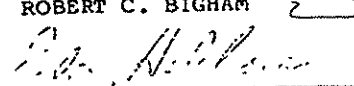
<u>NAME</u>	<u>ADDRESS</u>
JOHN T. LANE	9555 N. Kendall Drive Miami, FL 33176
ROBERT C. BIGHAM	9555 N. Kendall Drive Miami, FL 33176
EILEEN HALLORAN	9555 N. Kendall Drive Miami, FL 33176

ARTICLE XIV

FHA/VA/FNMA/FHLMC APPROVAL

following actions will require the prior approval of the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, if any of such entites has an interest: annexation of additional properties, mergers and consolidations, mortgaging or dedication of the common area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 8th day of DECEMBER 19 80 .


JOHN T. LANE

ROBERT C. BIGHAM

EILEEN HALLORAN

STATE OF FLORIDA

OFF
REC | C956 PG | 322

COUNTY OF DADE

I HEREBY CERTIFY that before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared the following natural persons, to-wit:

JOHN T. LANE
ROBERT C. BIGHAM
EILEEN HALLORAN

to me well known to be the persons of those names, and they acknowledged before me that they executed the foregoing Articles of Incorporation, for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of DECEMBER 1980

911 11
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Bonded by American Fidelity & Casualty Company

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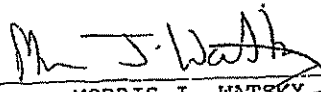
CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF
PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the
following is submitted in compliance with said Act:

THAT, CUTLER CREEK CLUB ASSOCIATION, INC.
to organize under the laws of the State of Florida, with its
principal offices at 9555 North Kendall Drive, Miami,
Florida, has named MORRIS J. WATSKY, whose office is located at
9555 North Kendall Drive, Miami, Florida, as its agent
to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the
above stated Corporation, at the place designated in this
agree to comply with the provisions of said Act relative to
keeping open said office.


MORRIS J. WATSKY

OFF
REC 10956 PG 1324

BY-LAWS

OF

CUTLER CREEK CLUB ASSOCIATION, INC.

ARTICLE I.

NAME AND LOCATION: The name of the Corporation is CUTLER CREEK CLUB ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 9555 North Kendall Drive, Miami, Florida but meetings of members and directors may be held at such places within the State of Florida, County of Dade, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of members.

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REC 10956 PG 1325

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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REC 10956 PG 1326

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and the third director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

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REC 10956 PG 1327

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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REC 10956 PG 1328

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Private Drives, Common Open Spaces, Common Parking Spaces and facilities, and the personal conduct of the members and their guests, thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of, and the right to use of, the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

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REC | C956 PG | 329

(e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;

(f) accept such other functions or duties with respect to the Properties, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

(g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring any action at law or against the owner personally obligated to pay the same.

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(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Private Drives, Common Open Space and Common Parking Spaces to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a ¹president and a ²vice president, who shall at all times be members of the Board of Directors, a ³secretary, and a ⁴treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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REC 10956 PG 1331

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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REC 109567 1332
Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

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REC 10956 PG 1333

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CUTLER CREEK CLUB ASSOCIATION, INC., a Florida corporation not for profit.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation while any of such entities has an interest, shall have the right to veto any of the above while there is a Class "B" membership.

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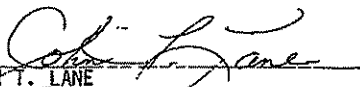
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of CUTLER CREEK CLUB ASSOCIATION, INC., have hereunto set our hands this 10th day of DECEMBER, 1980.


JOHN T. LANE


ROBERT C. BIGHAM


EILEEN HALLORAN

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REC 10956 PG 1335

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of
CUTLER CREEK CLUB ASSOCIATION, INC., a Florida corporation,
not for profit, and,

That the foregoing By-Laws constitute the original By-
Laws of said Association as duly adopted at a meeting of the
Board of Directors thereof, held on the 10th day of
DECEMBER, 1980.

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of said Association this 10th day
of DECEMBER, 1980.

John T. Lane,

Secretary

OFF
REC | 0956 PG | 336

STATE OF FLORIDA

COUNTY OF DADE

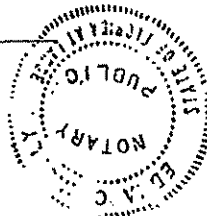
I hereby certify that on this day personally appeared before me, the undersigned authority, the following named persons, to-wit: EILEEN HALLORAN , Robert C. Bigham and JOHN T. LANE, all to me well known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 10th day of
DECEMBER, 19 80.

Eileen Connolly
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Bonded by American F&A Casualty Company



RECORDED IN OFFICIAL RECORDS ROOM
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED

RICHARD P. BRYNKER,
CLERK CIRCUIT COURT

80R335141 1998 DEC 12 P 12:06

OFF REC 10956 PG 1286

DECLARATION OF RESTRICTIONS COVERING
CUTLER CREEK CLUB SECTION ONE, A
SUBDIVISION OF DADE COUNTY, FLORIDA
ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 114, AT
PAGE 30, OF THE PUBLIC RECORDS
OF DADE COUNTY, FLORIDA.

DEFINITIONS:

1. SUBDIVIDER and GRANTOR collectively means and refers to F & R BUILDERS, INC., a Florida corporation.
2. GRANTEE means the person, firm or corporation (one or more) to whom the Subdivider first conveys the land herein described or any part thereof and the Grantee's heirs, executors, administrators, successors, assigns, and all persons, firms or corporations claiming by, through or under such Grantee. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. SUBDIVISION means the land subdivided as shown on the Plat of CUTLER CREEK CLUB SECTION ONE, recorded in Plat Book 114 at Page 30 of the Public Records of Dade County, Florida.
4. TOWNHOUSE means a one family dwelling unit attached to another dwelling unit by a common party fire wall or portion thereof.
5. GROUP or GROUPING means a single family building structure containing three or more townhouse units.

RESTRICTIONS THAT APPLY TO CUTLER CREEK CLUB SECTION ONE, A
SUBDIVISION OF DADE COUNTY, FLORIDA, AS RECORDED IN PLAT
BOOK 114 AT PAGE 30 OF THE PUBLIC RECORDS OF DADE
COUNTY, FLORIDA ARE AS FOLLOWS:

1. Land Use, Building Type and Architectural Control:

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than for single family occupancy and not to exceed two stories in height and a private garage for two cars.

2. Dwelling Costs, Quality and Size:

No dwelling shall be permitted on any Lot at a cost of less than \$7.00 per square foot, exclusive of porches, nor less than a total value of \$10,000.00 per house, based upon cost levels prevailing on the day these presents are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated hereon for the maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 750 square feet for a one story building.

THIS INSTRUMENT PREPARED BY:
MORRIS J. WATSKY, ESQ.
9555 North Kendall Drive
Miami, Florida 33176

2800

OFF
REC 10956 PG 1287

3. Building Location:

No structure except as originally erected by Subdivider, shall be located on any lot nearer than 25 feet from the front of said structure to Tract A-1 as depicted on the Plat of Cutler Creek Club Section One. No structure shall be located nearer than 15 feet from the side of the structure to said Tract A-1. No structure shall be located nearer than 15 feet to the rear lot line. A side yard of 10 feet shall be provided between the end of a group of Townhouses and an interior side lot line. For the purpose of this covenant, steps, wing walls and eaves shall not be considered as part of the structure.

4. Lot Area and Width:

No dwelling shall be erected on any parcel other than within a lot as platted on the Plat of CUTLER CREEK CLUB SECTION ONE as recorded in Plat Book 114 at Page 30, of the Public Records of Dade County, Florida. No lot shall be divided or resubdivided.

5. Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of the flow or drainage channels in the easements. No obstructions, such as gates, fences, etc., which will prevent emergency access shall be erected in any easement strip for fire fighting access purposes. The easement area of each Lot shall be maintained continuously by the Association except for those improvements for which a public authority or utility company is responsible or as long as the individual does not improve said area by planting shrubbery, ground cover, and the like.

6. Exterior Painting:

No change in the colors of the exterior painting shall be made unless the Architectural Control Committee agrees to such color change.

7. Party Walls:

- a. Each wall which is built as part of the original construction of the Townhouses within the Grouping and placed on the dividing line between the Townhouses shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use,

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REC 10956 PG 1288

- c. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- d. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- f. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.
- g. As used herein, "Owner" or "Owners" shall mean the record owners of title to a Townhouse subject to these restrictions.

8. Walls and Septic Tanks:

No individual wells will be permitted on any lot within this subdivision except for irrigation, swimming pools and air conditioning, and no individual septic tanks will be permitted on any lot within this subdivision. This restriction shall be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each lot on which a completed building is located in said subdivision in accordance with the standard requirements as provided for by the Federal Housing Administration and the State Board of Health Regulations and the charge for said services, as set forth in the rate schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

9. Nuisances:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Each unit owner will have two (2) parking spaces reserved for him which lie between the side lot lines of his lot extended to the road/private drive directly in front of his unit.

OFF
REC | C956 PG | 28910. Temporary Structures and Use:

No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No canvas, pipe or other type of carport shall be placed between the sidewalk and the front building line on any lot. Except during the delivery to homes, no commercial vehicles shall be parked in area zoned for residential uses, including the streets adjacent to the residential lots. No business, service repair, or maintenance for the general public shall be allowed on any lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this subdivision or any ancillary building and all gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee.

11. Oil and Mining Operations:

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

12. Livestock and Poultry:

No animals, livestock or poultry of any kind shall be raised 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.

13. Visibility in Corner Lots:

Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works, Dade County, Florida.

14. Restrictions Uniform:

These restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Subdivider may execute and deliver conveying land in this Subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance.

OFF
REC 10956 PG 1290

The Owner or occupant of each and every lot or parcel of land in the subdivision, by acceptance of title thereto or by taking of land in the subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Restrictions and that he will exert his best efforts to keep and maintain the land in this subdivision as an area of high standard.

15. Remedies for Violations:

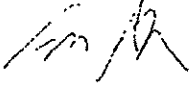
In the event of a violation or breach of any of these restrictions including the unauthorized parking in spaces not reserved for a lot owner by any person the lot owners or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restrictions or condition contained in the Declaration of restrictions, however long contained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any one of the restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

16. Terms:

These covenants are to run with the land and shall be binding upon the undersigned and all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. These covenants are not applicable to any area designated as "Tract", or otherwise indicated on the plat as something other than a Lot in a Block. These covenants shall automatically cease to be applicable to any land hereafter replatted or as to which the above described plat is vacated.

IN WITNESS WHEREOF, F & R BUILDERS, INC., a Florida corporation, has, by its duly authorized officers, executed this Declaration of Restrictions covering CUTLER CREEK CLUB SECTION ONE a Subdivision of Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 114, at Page 30, of the Public Records of Dade County, Florida, this 8th, day of DECEMBER, 1980.

F & R BUILDERS, INC.

By: 
ALLAN J. PEKOR, Vice President

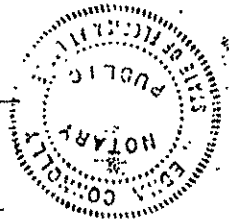

MORRIS J. WATSKY,
Assistant Secretary

OFF REC 10956 PG 1291

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Declaration of Restrictions was acknowledged before me this 8th day of DECEMBER, 1980, by ALLAN J. PEKOR and MORRIS J. WATSKY, the Vice President and Assistant Secretary, respectively, of F & R BUILDERS, INC., a Florida corporation, on behalf of the corporation.

Edna Connolly
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Bonded by American Fidelity & Guaranty Company

The undersigned, Owners of property subjected to this Declaration of Restrictions Covering Outler Creek Club Section One, a Subdivision of Dade County, Florida according to the Plat thereof, as recorded in Plat Book 114, at Page 30, of the Public Records of Dade County, Florida hereby join in this Document:

Signed, Sealed & Delivered
in the Presence of:

Edna Connolly
(As to the Boon's)

Raymond O. Boon, Sr.
RAYMOND O. BOON, SR.
Sally S. Boon
SALLY S. BOON, his wife

(Owners of Lot 3, Blk. 2 and
Lot 4, Blk. 3)

Edna Connolly
John David Robin
(As the Robin's)

John David Robin
JOHN DAVID ROBIN
Helen Robin
HELEN ROBIN, his wife
(Owners of Lot 3, Blk. 3)

Edna Connolly
Ralph H. Thomas
(As to the Thomas')

Ralph H. Thomas
RALPH H. THOMAS
Hilda A. Thomas
HILDA A. THOMAS, his wife
(Owners of Lot 5, Blk. 4)

Edna Connolly
Charles E. Koch
(As to the Koch's)

Charles E. Koch
CHARLES E. KOCH
Dolores Koch
DOLORES KOCH, his wife
(Owners of Lot 5, Blk. 3)

OFF REC 1095676 1292

Signed, Sealed & Delivered
in the Presence of:

Rosemary J. Silicito
(As to Mr. McVea, Jr.)

Carroll B. McVea, Jr.
CARROLL B. McVEA, JR.

(Owner of Lot 1, Blk. 2)

Paul R. Neidhart
(As to the Neidhart's)

Paul R. Neidhart
PAUL R. NEIDHART
Lois M. Neidhart
LOIS M. NEIDHART, his wife

(Owners of Lot 2, Blk. 3)

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
RAYMOND O. BOON, SR. and SALLY S. BOON, his wife, the Owners of
Lot 3, Block 2 and Lot 4, Block 3 in the aforesaid subdivision, to
me well known to be the persons referred to in the foregoing instru-
ment and they acknowledged before me that they executed the fore-
going Joinder to the Declaration of Restrictions Covering Cutler
Creek Club Section One, as their free act and deed for the purposes
therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 11th day of DECEMBER, 1980.

[Signature] (Seal)
Notary Public, State of Florida

My Commission Expires:

My Commission Expires June 30, 1983
Notary Public, State of Florida at Large
Bonded by American Fire & Casualty Company

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
JOHN DAVID ROBIN and HELEN ROBIN, his wife, the Owners of Lot 3,
Block 3 in the aforesaid subdivision, to me well known to be the
persons referred to in the foregoing instrument and they acknowledged
before me that they executed the foregoing Joinder to the Declaration
of Restrictions Covering Cutler Creek Club Section One, as their free
act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 11th day of DECEMBER, 1980.

[Signature] (Seal)
Notary Public, State of Florida

My Commission Expires:

My Commission Expires June 30, 1983
Notary Public, State of Florida at Large
Bonded by American Fire & Casualty Company

OFF REC 10956 PG 1293

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RALPH H. THOMAS and HILDA A. THOMAS, his wife, the Owners of Lot 5, Block 4, in the aforesaid subdivision, to me well known to be the persons referred to in the foregoing instrument and they acknowledged before me that they executed the foregoing Joinder to the Declaration of Restrictions Covering Cutler Creek Club Section One, as their free act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida
Seal
STA

My Commission Expires:

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared CHARLES E. KOCH and DOLORES KOCH, his wife, the Owners of Lot 5, Block 3, in the aforesaid subdivision, to me well known to be the persons referred to in the foregoing instrument and they acknowledged before me that they executed the foregoing Joinder to the Declaration of Restrictions Covering Cutler Creek Club Section One, as their free act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida
Seal
STA

My Commission Expires:

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared CARROLL B. McVEA, JR., the Owner of Lot 1, Block 2, in the aforesaid subdivision, to me well known to be the person referred to in the foregoing instrument and he acknowledged before me that he executed the foregoing Joinder to the Declaration of Restrictions Covering Cutler Creek Club Section One, as his free act and deed for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida
Seal
STA

My Commission Expires:

My Commission Expires: 12/31/1993
Notary Public, State of Florida

OFF REC 10956 PG 1294

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared PAUL R. NEIDHART and LOIS M. NEIDHART, his wife, the Owners of Lot 2, Block 3, in the aforesaid subdivision, to me well known to be the persons referred to in the foregoing instrument and they acknowledged before me that they executed the foregoing Joinder to the Declaration of Restrictions Covering Cutler Creek Club Section One, as their free act and deed for the purposes therein set forth and expressed.

this 11th day of DECEMBER, 1980.

[Signature]
Notary Public, State of Florida

My Commission Expires:

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

GENERAL PLAN OF DEVELOPMENT

CUTLER CREEK CLUB

F & R BUILDERS, INC., referred to as the Developer,
is now developing CUTLER CREEK CLUB SECTION ONE on the
real property legally described as:

CUTLER CREEK CLUB SECTION ONE, according to
the Plat thereof, as recorded in Plat Book
114, at Page 30, in the Public
Records of Dade County, Florida.

In addition, the Developer plans to annex additional
property described in Exhibit "A" attached hereto in one
(1) phase containing one hundred and sixteen (116) lots
adjacent Private Drives, Common Parking Spaces, and Common
Open Spaces. It is anticipated that the owners of a total
of 203 lots will belong to CUTLER CREEK CLUB ASSOCIATION,
INC.; a sketch of this general plan is attached hereto
as Exhibit "B". The proposed annexations if they are
made, will subject the lots in the annexed property to
assessment for their just share of Association expenses
and costs.

Annexations contemplated by this general plan of
development, shall become effective upon the recording
of an amendment to the Declaration encumbering CUTLER
CREEK CLUB SECTION ONE in the Public Records of Dade
County, Florida.

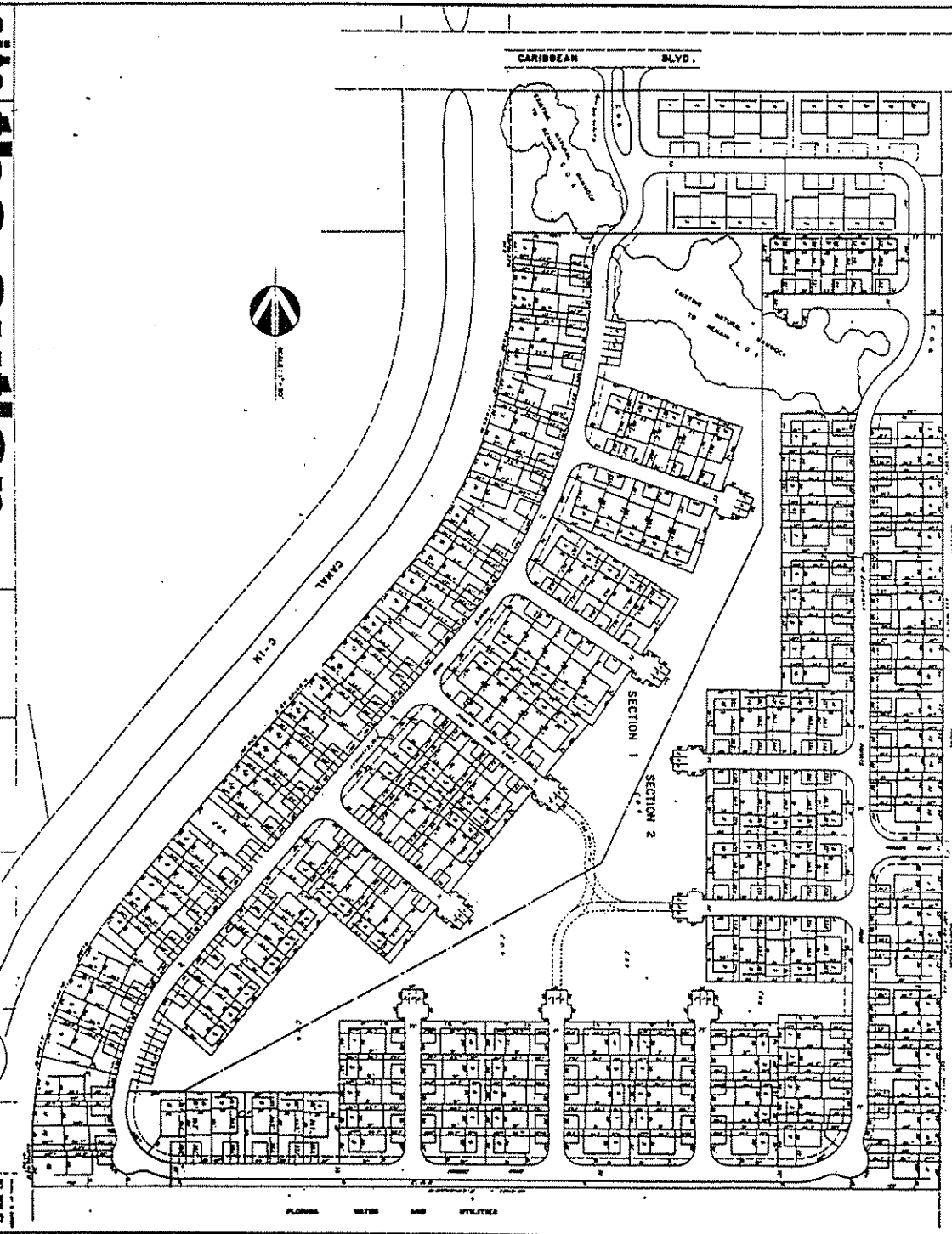
Should the Developer, in its sole discretion determine
not to annex additional lands, as provided, this general
plan of development shall not bind the Developer to make
the additions contemplated or to adhere to this plan in
the subsequent development of those additional lands.

F & R BUILDERS, INC.

By: _____
President

**the outler
creek club**

TEL# 202 204 2040
 1000 17th Street NW
 Washington, D.C. 20036
 FAX# 202 204 2040



20718PG4151

Document Prepared by
And return to:
Dennis J. Eisinger, Esq.
Phillips, Eisinger, Koss, Rothstein & Rosenfeldt, P.A.
4000 Hollywood Boulevard
Suite 265-S
Hollywood, Florida 33021

02R630332 2002 OCT 10 13:5

**CERTIFICATE OF AMENDMENT TO THE BYLAWS
OF CUTLER CREEK CLUB ASSOCIATION, INC.,**

Cutler Creek Club Association Inc., a Florida not-for-profit corporation organized pursuant to Florida Statutes §617 et seq., for the purpose of managing and operating the community known as CUTLER CREEK CLUB, according to the Declaration thereof, as recorded in Official Records Book 10956, at Page 1295, of the Public Records of Miami-Dade County, Florida, as amended, hereby certifies that on the 27 day of June, 2002 at a duly and properly noticed and called annual meeting of the members of said Association at which a quorum was present, a majority of a quorum of members present voting in person or by proxy at such meeting approved and adopted the attached Amendment to the By-Laws of Cutler Creek Club Association, Inc.

Signed, sealed and
delivered in the presence of:

Lucia Harris

CUTLER CREEK CLUB ASSOCIATION,
INC., a Florida not for profit corporation

By: Jennifer M. Ferguson
_____, President
Carol Hanneille
_____, Secretary

STATE OF FLORIDA)
 :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this 27 day of FEBRUARY, 2002 by JENNIFER M. FERGUSON and CAROL HANNEILLE, as President and Secretary, respectively of Cutler Creek Club Association, Inc., who are (are not) personally known to me, who have produced _____, as identification and who did (did not) take an oath.

[Signature]
NOTARY PUBLIC - State of Florida

AMENDMENTS

1. Article III, Section 4 of the By-Laws of Cutler Creek Club Association, Inc. (the "By-Laws") is hereby amended to read as follows:

Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one-third (1/3)~~ one-fourth (1/4) of each class of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote thereat. . .

2. Article VII, Section 1(a) of the By-Laws is hereby amended to read as follows:

(a) adopt and publish rules and regulations governing the use of the Private Drives, Common Open Spaces, Common Parking Spaces and facilities, and the personal conduct of the members and their guests, thereon, and to establish penalties for the infraction thereof. Each owner and/or member of the Association, and each guest, tenant, and/or invitee of such owner and/or member of the Association, shall comply with the covenants and restrictions governing all owners, members, and their guests, tenants and/or invitees, the By-Laws of the Association, the Articles of Incorporation of the Association, and the rules and regulations of the Association, all as amended from time to time. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed by the Association upon an owner and/or member of the Association, and/or a guest, tenant, and/or invitee of such owner and/or member of the Association, for failure of an owner and/or member, and/or his guest, tenant, and/or invitee, to comply with the covenants and restrictions governing all owners, members, and their guests, tenants and/or invitees, the By-Laws of the Association, the Articles of Incorporation of the Association, and/or the rules and regulations of the Association, all as amended from time, pursuant to the following procedure:

i) The Association shall send a written notice to the owner and/or member of the Association, and/or his guest, tenant, and/or invitee, affording said owner and/or member, and/or his guest, tenant, and/or invitee, an opportunity for a hearing, before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association, at a time and place of the Association's choosing, but not less than fourteen (14) days from the date of said notice. Said notice shall contain:

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the covenants and restrictions governing all owners, members, and their guests, tenants and/or invitees, the By-Laws of the Association, the Articles of Incorporation of the Association, and/or the rules and regulations of the Association which have allegedly been violated; and

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

Said notice shall be sent by first class mail to the address of the owner and/or member of the Association, and/or his guest, tenant, and/or

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ii) At the hearing, the owner and/or member of the Association, or his agent, which may include his guest, tenant, and/or invitee, shall have an opportunity to respond, to present evidence and to provide written and oral argument(s) on all issues involved, and shall have an opportunity, at the hearing, to review, challenge, and respond to any material considered by the Association.

iii) Within thirty (30) days after said hearing, the Association shall render a written decision containing findings of fact and the reasons for its decision, together with the amount of fines assessed, if any, and said decision shall be mailed to the owner and/or member of the Association, and/or his guest, tenant, and/or invitee, by first class mail, and shall be effective upon mailing. If the committee, by majority vote, does not approve a proposed fine, said fine may not be imposed.

iv) No fine shall exceed the amount of \$100.00 per violation, however a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall exceed \$1,000.00 in the aggregate.

v) If the Association's decision requires the payment of a fine by the owner and/or member of the Association, and the owner and/or member of the Association, and/or his guest, tenant, and/or invitee, does not pay said fine within fourteen (14) days after said decision is mailed, the Association may bring an action against the owner and/or member of the Association, and/or his guest, tenant, and/or invitee, for the amount of the fine, plus interest, costs and attorney's fees incurred in the enforcement and/or collection of said fine. Nothing contained herein this Section shall be deemed to limit any remedy, legal or equitable, which the Association may otherwise have against any person, and the above fines procedure is in addition to any and all other remedies which the Association may have against any person. Moreover, the Association shall have full lien rights with respect to any and all unpaid fines which may be imposed upon an owner and/or member of the Association, and/or his guests, tenants, and/or invitees, in accordance with the terms, conditions and requirements of any and all lien provisions set forth in the covenants and restrictions governing all owners, members, and their guests, tenants and/or invitees, the By-Laws of the Association, the Articles of Incorporation of the Association, and the rules and regulations of the Association. All remedies of the Association are cumulative.

vi) The Association may, in its sole discretion, form a "fines committee" to receive complaints of violations and to send notices pursuant hereto.

vii) The notice, hearing and other requirements of this Section do not apply to the imposition of fines upon any owner and/or member of the Association because of the failure of said owner and/or member of the Association to pay special or general assessments or other charges when due.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH.



PROFESSIONAL MANAGEMENT FOR CONDOMINIUM
ASSOCIATIONS, INC.

9095 GALLOWAY ROAD,
SUITE 777
MIAMI, FLORIDA 33176
(305) 270-0870 FAX (305) 595-4422

CUTLER CREEK CLUB ASSOCIATION, INC.
CARIBBEAN BOULEVARD AND SW 103 PLACE

TO ALL UNIT OWNERS AT CUTLER CREEK CLUB

THE PRIMARY PURPOSE OF THE CUTLER CREEK CLUB ASSOCIATION IS TO MAINTAIN AN ATTRACTIVE COMMUNITY IN WHICH, HOMEOWNERS ARE HELD ACCOUNTABLE FOR THE APPEARANCE OF THEIR PROPERTY AND/OR ANY ACTIONS THAT MAY JEOPARDIZE THE SAFETY OF OTHER HOMEOWNERS. UPHOLDING THESE DUTIES ARE IN THE BEST INTEREST OF ALL UNIT OWNERS.

ONCE AGAIN, A COPY OF THE RULES AND REGULATIONS IS BEING PROVIDED TO ALL UNIT OWNERS BY THE BOARD OF DIRECTORS OF THE CUTLER CREEK CLUB ASSOCIATION. [SEE ATTACHED.]

THE RULES AND REGULATIONS WILL BE ENFORCED AT ALL TIMES. ONCE A VIOLATION OCCURS, A LETTER WILL BE ISSUED TO THE UNIT OWNER. IF THE SITUATION IS NOT REMEDIED, THE UNIT OWNER MAY BE CALLED BEFORE THE BOARD OF DIRECTORS FOR A HEARING AND ASSESSED A FINE FOR EACH OUTSTANDING VIOLATION.

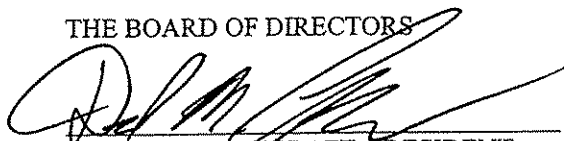
A COPY OF THE FINE PROCEDURES IS ALSO ATTACHED AND PROVIDES ADDITIONAL INFORMATION.

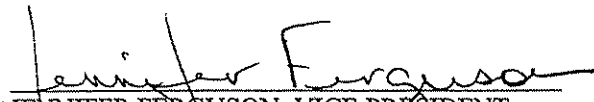
PLEASE HELP THE ASSOCIATION MAKE CUTLER CREEK CLUB A BETTER COMMUNITY IN WHICH TO LIVE.

YOUR COOPERATION IN THIS MATTER IS GREATLY APPRECIATED.

THANK YOU,

THE BOARD OF DIRECTORS


DAVID M. CRAYCRAFT, PRESIDENT


JENNIFER FERGUSON, VICE PRESIDENT

**CUTLER CREEK CLUB ASSOCIATION INC.
CARIBBEAN BOULEVARD & 103 PLACE**

RULES & REGULATIONS

IN ORDER TO CREATE AND UPHOLD A PLEASANT APPEARANCE OF THE DEVELOPMENT AND TO FOSTER A COMMUNITY OF INTEREST, IT IS NECESSARY TO ESTABLISH CERTAIN RULES AND REGULATIONS, AS FOLLOWS:

1. AN OWNER OF A UNIT SHALL NOT PERMIT USE OF THE SAME FOR **TRANSIENT OR HOTEL PURPOSES.**
2. THE UNIT OWNER SHALL NOT PERMIT OR SUFFER ANYTHING TO BE DONE OR KEPT IN HIS/HER UNIT WHICH WILL INCREASE THE RATE OF INSURANCE FOR OTHER UNIT OWNERS, OR WHICH WILL OBSTRUCT OR INTERFERE WITH THE RIGHTS OF OTHERS OR WHICH WILL OBSTRUCT OR INTERFERE WITH THE RIGHT OF OTHER UNIT OWNERS OR ANNOY THEM BY UNREASONABLE NOISE OR OTHERWISE.
3. ALL **WINDOWS AND EXTERIOR GLASS DOORS** SHALL BE COVERED WITH CURTAINS, DRAPES OR OTHER SUITABLE MATERIAL. COVERING WITH **NEWSPAPER, BROWN PAPER, FOIL OR SIMILAR MATERIALS** IS NOT PERMITTED.
4. NO **LAUNDRY** IS TO BE HUNG OUTSIDE EXCEPT ON COMMERCIAL CLOTHES LINES AT THE REAR OF UNITS ONLY.
5. NO PERSON SHALL USE THE COMMON AREAS OR COMMON PARKING SPACES IN ANY MANNER CONTRARY TO OR NOT IN ACCORDANCE WITH SUCH RULES AND REGULATIONS, AS ARE FROM TIME TO TIME ADOPTED BY THE ASSOCIATION.
6. IN ORDER TO PRESERVE THE RESIDENTIAL CHARACTER OF THE COMMUNITY, **NO BUSINESS, TRADE OR PROFESSION** OF ANY TYPE WHATSOEVER, NOR ANYTHING WHICH DETRACTS FROM THAT RESIDENTIAL CHARACTER, SHALL BE CONDUCTED AT ANY UNIT.
7. NO OWNER SHALL CAUSE **IMPROVEMENTS OR CHANGES TO THE EXTERIOR** OF HIS/HER UNIT OR LOT, **INCLUDING COLOR**, WITHOUT PRIOR WRITTEN CONSENT OF THE ASSOCIATION.

8. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN OR ABOUT ANY UNIT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD, AS DETERMINED BY THE BOARD OF DIRECTORS.
9. NO UNIT OWNER OR RESIDENT SHALL DIRECT, SUPERVISE, OR IN ANY MANNER, ATTEMPT TO ASSERT ANY CONTROL OVER ANY OF THE EMPLOYEES OR CONTRACTORS OF THE ASSOCIATION, NOR SHALL ANY UNIT OWNER ATTEMPT TO SEND ANY SUCH PERSONS UPON PRIVATE BUSINESS OF THE UNIT OWNER OR RESIDENT; SUCH PERSONS ARE TO BE DIRECTED ONLY BY OFFICERS OF THE ASSOCIATION OR THE MANAGEMENT PERSONNEL ENGAGED BY THE ASSOCIATION.
10. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, SHACK, GARAGE OR OTHER BUILDING SHALL BE MOVED, ERECTED ON OR USED ON ANY LOT AT ANY TIME FOR A RESIDENCE, WORKSHOP, OFFICE, OR STORAGE ROOM, TEMPORARILY OR PREEMINENTLY. SMALL SHEDS MAY BE INSTALLED IN REAR YARDS WITH PRIOR APPROVAL OF THE ASSOCIATION.
11. NO CANVAS, PIPE, OR OTHER TYPE OF CARPORT SHALL BE PLACED BETWEEN THE ROAD AND THE FRONT BUILDING LINE ON ANY LOT.
12. EXCEPT DURING DELIVERIES TO HOMES, NO COMMERCIAL VEHICLE, MACHINERY OR EQUIPMENT SHALL BE PARKED OR KEPT ANYPLACE IN THE COMMUNITY. ONLY PASSENGER VEHICLES, SMALL PICK-UP TRUCKS, MOTORCYCLES AND SMALL NON-COMMERCIAL VANS ARE PERMITTED. A COMMERCIAL VEHICLE IS ONE WHICH DISPLAYS A COMMERCIAL NAME AND/OR OBVIOUSLY APPEARS TO BE USED IN COMMERCE, REGARDLESS OF IT'S SIZE.
13. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED OR KEPT ON ANY LOT EXCEPT FOR DOGS, CATS OR OTHER HOUSEHOLD PETS, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. DOGS WILL BE PROPERLY LEASHED AND NOT ALLOWED TO RUN LOOSE. COMMON AREAS MAY BE USED FOR DOG WALKING. CARE SHOULD BE TAKEN TO KEEP DOGS OFF LAWNS OF UNIT OWNERS.
14. CERTAIN AREAS OF THE COMMUNITY ARE OWNED BY THE CUTLER CREEK CLUB ASSOCIATION INC. AND ARE SET ASIDE FOR THE USE AND ENJOYMENT OF ALL RESIDENTS. THEY ARE: COMMON OPEN SPACES SURROUNDING THE LOTS, PRIVATE DRIVES, AND COMMON PARKING SPACES. THE COMMON PARKING SPACES ARE FOR THE BENEFIT OF INDIVIDUAL LOT OWNERS FOR THE NON-EXCLUSIVE

VEHICULAR PARKING. NO ONE HAS ANY RIGHT TO PERMANENT USE OF THESE SPACES.

15. THE MOWING OF GRASS AND CARE OF THE LANDSCAPING IN THE COMMON OPEN SPACES, THE EASEMENT AREAS, THE MAINTENANCE OF THE ROADS AND COMMON PARKING SPACES WILL BE DONE BY THE ASSOCIATION.

16. THE UNIT OWNER IS RESPONSIBLE FOR MOWING OF GRASS, CARE OF THE LANDSCAPING AND DRIVEWAYS, AS WELL AS THE EXTERIOR PAINTING AND CLEANING OF THEIR UNIT. THIS MUST BE MAINTAINED SO AS NOT TO DISTRACT FROM THE COMMUNITY. IF THE OWNER DOES NOT PERFORM THIS MAINTENANCE, THE ASSOCIATION WILL HAVE IT DONE AND BILL THE UNIT OWNER AS AN ADDITIONAL ASSESSMENT. IN THE EVENT THIS ASSESSMENT IS NOT PAID, IT SHALL BECOME A LIEN UPON THE PROPERTY.

17. THE PARKING OF BOATS, CAMPERS, TRAILERS, OR STORAGE OF EQUIPMENT OR MACHINERY, IS PROHIBITED ANY PLACE IN THE COMMUNITY.

18. THE PRIVATE DRIVES SHALL BE KEPT FREE AND CLEAR OF OBSTRUCTION, EXCEPT AS REASONABLE FOR CONSTRUCTION, MAINTENANCE, TRAFFIC AND SPEED CONTROL.

19. ABANDONED AND DERELICT VEHICLES AND VEHICLES IMPROPERLY OR CONTINUALLY PARKED WITHIN THE COMMUNITY, WILL BE POSTED AND THEN TOWED AT THE OWNERS EXPENSE PURSUANT TO FLORIDA STATUTE 715.07.

THIS INCLUDES VEHICLES WITH FLAT TIRES OR NO TIRES, EXPIRED OR NO LICENSE TAGS AND OTHERWISE IN SIMILAR CONDITION. VEHICLES WITH NO TAGS, FLAT TIRES AND/OR APPARENTLY DERELICT PARKED IN THE COMMUNITY ARE CONSIDERED A NUISANCE TO THE NEIGHBORHOOD AND ARE NOT PERMITTED.

20. TRASH BAGS, CANS AND RECYCLING CONTAINERS ARE NOT TO BE PUT OUT BEFORE THE EVENING OR THE DAY PRECEDING THE TRASH PICKUP. TRASH CANS, BAGS AND RECYCLING CONTAINERS ARE TO BE REMOVED FROM THE STREET BY THE END OF THE DAY OF PICKUP AND STORED SO THEY CANNOT BE SEEN FROM THE STREET. FOR TRASH THAT WILL NOT BE PICKED UP BY REGULAR GARBAGE COLLECTIONS, CALL SOLID WASTE REMOVAL.

21. HOLIDAY DECORATIONS ARE TO BE REMOVED WITHIN TWO WEEKS OF THE END OF THE HOLIDAY.

22. **GARAGE SALES ARE NOT PERMITTED ON INDIVIDUAL LOTS.**

23. **IT IS NOT PERMITTED TO DRAIN OIL FROM CARS OVER OR INTO STORM DRAINS OR POUR ANY POLLUTANT INTO STORM DRAINS OR OTHERWISE POLLUTE THE WATER SUPPLY.**

EVERY UNIT OWNER HAS AN OBLIGATION TO PAY THE ASSESSMENT AS ESTABLISHED. THESE FUNDS ARE USED TO PAY FOR LANDSCAPING, MAINTENANCE, INSURANCE, IMPROVEMENTS AND OTHER SERVICES PROVIDED BY THE ASSOCIATION, AND TO PROMOTE THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS IN THE COMMUNITY. FAILURE OF PAYMENT BY ANY UNIT OWNER PUTS AN UNFAIR BURDEN ON OTHER UNIT OWNERS RESULTING IN THE INABILITY OF THE ASSOCIATION TO CARRY OUT ITS FUNCTIONS. IF NOT PAID, THE ASSOCIATION HAS A LIEN RIGHT AGAINST THE OWNERS PROPERTY WHICH CAN BE FORECLOSED. THE ASSOCIATION ALSO HAS THE AUTHORITY TO PROCEED AGAINST THE HOMEOWNER PERSONALLY BY LAWSUIT.

THE CARRYING OUT OF THESE RULES IS FOR THE MUTUAL BENEFIT OF ALL HOMEOWNERS. THESE RULES AND REGULATIONS APPLY TO OWNERS, RENTERS AND GUESTS. THEY HAVE BEEN ESTABLISHED TO MAKE AND KEEP CUTLER CREEK CLUB A NICE PLACE IN WHICH TO LIVE. FAILURE TO FOLLOW THEM MAY RESULT IN FINES AGAINST THE UNIT OWNER AS PROVIDED FOR IN THE FINES PROCEDURE.

THE BOARD OF DIRECTORS

CUTLER CREEK CLUB ASSOCIATION, INC.
CARIBBEAN BOULEVARD & 103 PLACE

COLLECTION PROCEDURES

1. Association's quarterly assessment are due and payable to CUTLER CREEK CLUB ASSOCIATION, INC., on the first day of each year's quarter (see the following schedule).

QUARTER	DUE DATE	DELINQUENT DATE
1 st	January 1 st	February 1 st
2 nd	April 1 st	May 1 st
3 rd	July 1 st	July 31 st
4 th	October 1 st	October 31 st

2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum.
3. On the delinquent date the Management Company will send a **Friendly Reminder Letter** to the unit owner on behalf of the Association. This letter reminds the owner of the balance past due. The owner will then have 10 days from the date of this letter to mail payment of past due balance, to the Association.
4. Once the 10-day period of the **Friendly Reminder Letter** has elapsed; if the account continues to be past due, a **10-Day Letter** will be sent on behalf of the Association by the Management Company. This letter will notify owner that if full payment is not received by the Association within 10 days of the date of that letter, the Association will abide by its documents and by-laws regarding monetary defaults and collections of assessment, and follow with a lien.
5. Upon expiration of the **10-Day Letter** period, if account continues to be past due. Account will be sent to the Association's attorney for collection. Once account is forwarded to the attorneys; the Association will not be able to accept payments from the unit owners. Payments shall then be sent directly to the attorney's offices.
6. Once account is in collection with the Association's attorneys, additional expenses will be added to the unit's account, i.e.: legal fees, interest and other costs. Unit owner is fully responsible for the payment of all and any additional expenses incurred by the Association in their effort of collecting past due balances.

**CUTLER CREEK CLUB ASSOCIATION INC.
CARIBBEAN BOULEVARD & 103 PLACE**

FINES PROCEDURE

1. In addition to the means for enforcement provided elsewhere in the documents, the Association shall have the right to assess fines against a unit owner or the owner's guests, relatives, or lessees, in the manner provided herein, and such fines shall be collectible as allowed by law.
2. The Board of Directors shall be charged with determining where there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, the By-Laws, the Covenants and Restrictions, or the Rules and Regulations of the Association, are being or have been violated.
3. In the event that the Board of Directors determines an instance of such probable cause, the Board of Directors shall thereupon provide written notice of not less than fourteen (14) days to the person alleged to be in violation, and the owner of the unit which that person occupies, if that person is not the owner, of the specific nature of the alleged violation, which notice shall state the date, time and place for a hearing before the Board of Directors.
4. The notice shall also specify, and it is hereby provided, that a violation, each recurrence of the alleged violation, or each week during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed the amount of \$100.00 per violation, however a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall exceed \$1,000.00 in the aggregate.
5. The notice shall further specify, and it is hereby provided, that the alleged violator and/or unit owner may respond to the notice, before the time set for the hearing, acknowledging in writing the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.
6. The right to terminate further enforcement shall apply only to the first violation.
7. The party against whom the fine may be levied shall have the opportunity, at the hearing set in said notice, to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have the opportunity at said hearing to review, challenge, and respond to any material considered by the Association.
8. Subsequent to any hearing, and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence it may levy a fine for each violation in an amount not to exceed One Thousand (\$1,000.00) Dollars for each violation in the aggregate.

CUTLER CREEK CLUB ASSOCIATION INC.
FINES PROCEDURE

9. A fine pursuant to this section shall be assessed against the unit owner which the violator occupied at the time of the violation, whether or not the violator is an owner of the unit, and shall be collectible in the same manner as provided by law. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his/her unit, payment in the amount of any fine or fines levied against that unit.

10. Nothing herein shall be construed as a prohibition of or a limitation of the right of the Board of Directors to pursue other means to enforce the provisions of the various Association's documents, including but not limited to legal action for damages or injunctive relief.

11. In addition to the amount of any fine which is imposed pursuant thereto, the Board of Directors may include the amount of any reasonable attorney's fees and costs incurred in connection with any enforcement action, including, but not limited to, pre-litigation attorney's fees.

THE BOARD OF DIRECTORS

August 23, 1988

August 23, 2002