

LAS BRISAS AT DORAL COMMUNITY

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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LAS BRISAS AT DORAL COMMUNITY
TABLE OF CONTENTS

- 1. Recitals 1
- 2. Definitions. 1
- 3. Plan of Development 5
- 4. Amendment. 5
 - 4.1. General Restrictions on Amendments. 5
 - 4.2. Amendments Prior to the Community Completion Date. 5
 - 4.3. Amendments From and After the Community Completion Date 5
- 5. Annexation and Withdrawal. 6
 - 5.1. Annexation by Developer. 6
 - 5.2. Annexation by Association. 6
 - 5.3. Withdrawal. 6
- 6. Dissolution. 6
 - 6.1. Generally. 6
 - 6.2. Applicability of Declaration after Dissolution. 6
- 7. Binding Effect and Membership 6
 - 7.1. Term. 6
 - 7.2. Transfer. 6
 - 7.3. Membership. 7
 - 7.4. Ownership by Entity 7
 - 7.5. Classes 7
 - 7.6. Voting Interests. 7
 - 7.7. Document Recordation by Owners Prohibited. 7
 - 7.8. Conflicts. 7
- 8. Paramount Right of Developer 7
- 9. Operation of Common Areas 8
 - 9.1. Prior to Conveyance. 8
 - 9.2. Construction of Common Areas Facilities 8
 - 9.3. Use of Common Areas by Developer. 8
 - 9.4. Conveyance. 8
 - 9.5. Operation After Conveyance. 8
 - 9.6. Paved Common Areas 9
 - 9.7. Delegation and Managers. 9
 - 9.8. Use. 9
 - 9.8.1. General Public Use 9
 - 9.8.2. Right to Allow Use 9
 - 9.8.3. Obstruction of Common Areas 9

9.8.4.	<u>Assumption of Risk</u>	9
9.8.5.	<u>Owner's Obligation to Indemnify</u>	10
9.9.	<u>Rules and Regulations.</u>	10
9.9.1.	<u>Generally</u>	10
9.9.2.	<u>Developer Not Subject to Rules and Regulations</u>	10
9.10.	<u>Default by Another Owner.</u>	10
9.11.	<u>Special Taxing Districts.</u>	10
9.12.	<u>Association's Obligation to Indemnify.</u>	11
10.1.	<u>Common Areas.</u>	11
10.2.	<u>Surface Water Management System</u>	11
10.2.1.	<u>Duty to Maintain</u>	11
10.2.2.	<u>Amendments to Association Documents</u>	11
10.3.	<u>Irrigation</u>	11
10.4.	<u>Negligence</u>	11
10.5.	<u>Right of Entry.</u>	11
10.6.	<u>Maintenance of Property Owned by Others.</u>	12
11.	<u>Use Restrictions.</u>	12
11.1.	<u>Disputes as to Use.</u>	12
11.2.	<u>Use of Homes</u>	12
11.3.	<u>Leases</u>	12
11.4.	<u>Lawful Use</u>	12
11.5.	<u>Maintenance by Owners and Neighborhood Associations</u>	12
11.5.1.	<u>Weeds</u>	12
11.6.	<u>Drainage System</u>	12
11.7.	<u>Waterways</u>	13
11.8.	<u>Swimming and Boating Prohibited</u>	13
11.9.	<u>Subdivision and Regulation of Land</u>	13
11.10.	<u>Alterations and Additions</u>	13
11.11.	<u>Signs</u>	13
11.12.	<u>Roofs and Pressure Treatment.</u>	13
11.13.	<u>Paint.</u>	13
11.14.	<u>Hurricane Shutters.</u>	13
11.15.	<u>Wall Units</u>	13
11.16.	<u>Window Treatments</u>	13
11.17.	<u>Satellite Dishes and Antennae.</u>	13
11.18.	<u>Pools</u>	13
11.19.	<u>Visibility on Corners</u>	14
11.20.	<u>Holiday Lights and Other Lighting.</u>	14
11.21.	<u>Removal of Soil and Additional Landscaping</u>	14
11.22.	<u>Casualty Destruction to Improvements</u>	14
11.23.	<u>Animals</u>	14
11.24.	<u>Nuisances</u>	14
11.25.	<u>Minor's Use of Facilities</u>	14
11.26.	<u>Personal Property</u>	14
11.27.	<u>Storage</u>	14
11.28.	<u>Garbage Cans</u>	14
11.29.	<u>Laundry</u>	15
11.30.	<u>Control of Contractors</u>	15
11.31.	<u>Servants</u>	15
11.32.	<u>Parking</u>	15
11.33.	<u>Cooking</u>	15
11.34.	<u>Substances</u>	15
11.35.	<u>Extended Vacation and Absences</u>	15
11.36.	<u>Commercial Activity</u>	15
11.37.	<u>Completion and Sale of Units</u>	15
11.38.	<u>Artificial Vegetation</u>	15
11.39.	<u>Decorations</u>	16
11.40.	<u>Sports Equipment</u>	16
11.41.	<u>Fencing</u>	16
11.42.	<u>Septic Tanks</u>	16
12.	<u>Easement for Unintentional and Non-Negligent Encroachments</u>	16

13.	<u>Insurance.</u>	16
13.1.	<u>Flood Insurance.</u>	16
13.2.	<u>Liability Insurance.</u>	16
13.3.	<u>Directors and Officers Liability Insurance</u>	16
13.4.	<u>Other Insurance.</u>	16
13.5.	<u>Homes.</u>	16
13.5.1.	<u>Requirement to Maintain Insurance</u>	16
13.5.2.	<u>Required Repair</u>	16
13.5.3.	<u>Standard of Work</u>	17
13.5.4.	<u>Additional Rights of Association</u>	17
13.5.5.	<u>Association Has No Liability</u>	17
13.6.	<u>Fidelity Bonds.</u>	17
13.7.	<u>Association as Agent.</u>	17
13.8.	<u>Casualty to Common Areas.</u>	17
13.9.	<u>Nature of Reconstruction.</u>	17
13.10.	<u>Additional Insured.</u>	18
13.11.	<u>Cost of Payment of Premiums.</u>	18
14.	<u>Property Rights.</u>	18
14.1.	<u>Owners' Easement of Enjoyment.</u>	18
14.2.	<u>Ingress and Egress.</u>	18
14.3.	<u>Development Easement.</u>	18
14.4.	<u>Public Easements</u>	19
14.5.	<u>Delegation of Use.</u>	19
14.6.	<u>Easement for Encroachments.</u>	19
14.7.	<u>Permits, Licenses and Easements.</u>	19
14.8.	<u>Support Easement and Maintenance Easement.</u>	19
14.9.	<u>Drainage.</u>	19
14.10.	<u>Duration.</u>	19
15.	<u>Assessments.</u>	19
15.1.	<u>Covenant to Pay Assessments.</u>	19
15.2.	<u>Types of Assessments.</u>	20
15.3.	<u>Designation.</u>	20
15.4.	<u>Allocation of Operating Costs.</u>	20
15.5.	<u>General Assessments Allocation.</u>	21
15.6.	<u>Use Fees and Individual Assessments.</u>	21
15.7.	<u>Commencement of First Assessment.</u>	21
15.8.	<u>Monthly Assessments.</u>	21
15.9.	<u>Surplus Assessments</u>	21
15.10.	<u>Budgets.</u>	21
15.11.	<u>Establishment of Assessments.</u>	21
15.12.	<u>Working Capital Fund.</u>	22
15.13.	<u>Assessment Estoppel Certificates.</u>	22
15.14.	<u>Payment of Home Real Estate Taxes</u>	22
15.15.	<u>Creation of the Lien and Personal Obligation.</u>	22
15.16.	<u>Subordination of the Lien to Mortgages.</u>	22
15.17.	<u>Acceleration.</u>	23
15.18.	<u>Non-Payment of Assessments.</u>	23
15.19.	<u>Exemption.</u>	23
15.20.	<u>Collection by Developer.</u>	23
15.21.	<u>Rights to Pay Assessments and Receive Reimbursement.</u>	23
15.22.	<u>Mortgagee Right</u>	23
16.	<u>Information to Lenders and Owners.</u>	24
16.1.	<u>Availability.</u>	24
16.2.	<u>Copying.</u>	24
16.3.	<u>Notice.</u>	24
17.	<u>Architectural Control.</u>	24
17.1.	<u>Architectural Control Committee</u>	24
17.2.	<u>Membership.</u>	24
17.3.	<u>General Plan</u>	24
17.4.	<u>Master Plan.</u>	24

17.5. Quorum. 25

17.6. Power and Duties of the ACC. 25

17.7. Procedure. 25

17.8. Alterations. 26

17.9. Variances. 26

17.10. Permits. 26

17.11. Construction by Owners. 26

17.12. Inspection. 26

17.13. Violation. 26

17.14. Court Costs. 27

17.15. Certificate. 27

17.16. Certificate of Compliance. 27

17.17. Exemption. 27

17.18. Exculpation. 27

18. Owners Liability 27

18.1. Right to Cure. 27

18.2. Non-Monetary Defaults. 28

18.3. No Waiver. 28

18.4. Rights Cumulative. 28

18.5. Enforcement By or Against Other Persons. 28

18.6. Fines. 28

19. Additional Rights of Developer 28

19.1. Sales Office and Administrative Offices. 28

19.2. Modification. 29

19.3. Promotional Events. 29

19.4. Use by Prospective Purchasers. 29

19.5. Franchises. 29

19.6. Easements. 29

19.7. Right to Enforce. 29

19.8. Additional Development. 30

19.9. Representations. 30

19.10. Duration of Rights 30

20. Telecommunication Services 30

20.1. Right to Contract for Telecommunications Services. 30

20.2. Easements 30

20.3. Restoration 30

20.4. No Amendment 31

21. Non-Liability. 31

22. Resolution of Disputes. 31

23. Venue. 32

24. Reliance. 32

25. Monitoring System. 32

25.1. Right to Install. 32

25.2. Components. 32

25.3. Part of Operating Costs. 33

25.4. Owners' Responsibility. 33

26. Construction Activities. 33

27. Refund of Taxes and Other Charges 33

28. Assignment of Powers. 33

29. General Provisions. 34

29.1. Authority of Board. 34

29.2. Severability. 34

29.3.	<u>Execution of Documents</u>	34
29.4.	<u>Notices.</u>	34
29.5.	<u>Florida Statutes</u>	34
29.7.	<u>Title Documents</u>	34

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LAS BRISAS AT DORAL COMMUNITY

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR LAS BRISAS AT DORAL COMMUNITY (this "Declaration") is made by Brighton at Doral, L.C., a Florida Limited Liability Company ("Brighton") and Doral 58th Street Corporation, a Florida corporation ("Doral 58th"), joined in by Las Brisas at Doral Community Association, Inc., a Florida not-for-profit corporation ("Association").

R E C I T A L S

A. Brighton is the owner of the real property in Miami-Dade County, Florida more particularly described in Exhibit 1 attached hereto and made a part hereof ("Brighton Parcel").

B. Doral 58th is the owner of the real property in Miami-Dade County, Florida more particularly described in Exhibit 2 attached hereto and made a part hereof ("Doral 58th Parcel")

C. The Brighton Parcel and the Doral 58th Parcel are collectively described on Exhibit 3 attached hereto and incorporated herein ("Las Brisas at Doral").

D. Brighton and Doral 58th desire to subject Las Brisas at Doral to the covenants, conditions and restrictions contained in this Declaration.

E. This Declaration is a covenant running with all of the land comprising Las Brisas at Doral, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Brighton and Doral 58th hereby declare that every portion of Las Brisas at Doral is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee established pursuant to Section 17.1 hereof.

"Access Road" shall mean that certain real property described on Exhibit 4, which shall be improved with a roadway and other improvements to provide access from public streets to the Neighborhoods.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 5 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15 hereof.

"Association" shall mean Las Brisas at Doral Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws and the Rules and Regulations, as amended from time to time.

"Basic Service" shall mean "basic service tier" as described in Section 62(b)(7)(a) of the Cable Television Consumer Protection Act of 1992.

"Board" shall mean the Board of Directors of Association.

"Brighton Parcel" shall mean the real property described in Exhibit 1 attached hereto and incorporated herein.

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes, but shall not include Doral 58th, or its successors or assigns as Class C members .

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 6 and made a part hereof, as amended from time to time.

"Common Areas" shall mean all real property interests and personalty within Las Brisas at Doral designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Las Brisas at Doral. The Common Areas may include, without limitation, a Surface Water Management System, open space areas, internal buffers, entrance features, perimeter buffers, improvements, drainage ditches, easement areas owned by others, irrigation pumps, irrigation lines, sidewalks, streets and roads, street lights, walls, commonly used utility facilities, project signage, other lighting, entrance ways, features, entrance gates, electronic gates, tot lot, swimming pool and deck, spa, cabana area, recreation building, gazebo, gatehouses and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. THE COMMON AREAS WILL INCLUDE THE ACCESS ROAD.

"Community Completion Date" shall mean the date upon which all Homes in Las Brisas at Doral, as ultimately planned and as fully developed, have been conveyed by Developer and Builder(s) to Owners.

"Contractors" shall have the meaning set forth in Section 17.11.2 hereof.

"Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time including, without limitation, Internet connection services, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean (a) Brighton and any of its designees, successors and assigns who (i) receive a written assignment of all or some of the rights of Developer hereunder or (ii) succeed to such rights by virtue of ownership of a majority of the Lots or Parcels in Las Brisas at Doral or (b) Doral 58th and its successors and assigns, to the extent that Brighton does not acquire all of the Doral 58th Parcel by August 13, 2001. Such assignment or succession need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment or succession, the assignee may be deemed to be the Developer, or may exercise only such rights of Developer as may be specifically assigned to it. Any such assignment or succession may be made or may occur on a non-exclusive basis.

"DOT" shall mean the Department of Transportation.

"Doral 58th Parcel" shall mean the real property described in Exhibit 2 attached hereto and incorporated herein.

"Home" shall mean each residential home and appurtenances thereto constructed within Las Brisas at Doral. A Home shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, estate home, single family home, zero lot line home, and each residential apartment within an apartment building. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 15.2.5 hereof.

"Las Brisas at Doral" shall mean all of the real property described on Exhibit 3 and shall include the Common Areas, each Home, each Parcel, platted lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Las Brisas at Doral.

"Lender" shall mean each holder of a first mortgage encumbering a Home or any portion of Las Brisas at Doral.

"Lot" shall mean any platted residential lot shown on a Plat.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Las Brisas at Doral, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of Las Brisas at Doral or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Member" shall have the meaning set forth in Section 7.3 hereof.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of exclusively Las Brisas at Doral. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wired or wireless communication to Homes, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN LAS BRISAS AT DORAL OR ANY RESIDENTIAL SUBDIVISION CONTAINED THEREIN. DEVELOPER, BUILDERS AND ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATIONS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY COMMUNITY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS, NEIGHBORHOOD ASSOCIATIONS, AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDERS, NEIGHBORHOOD ASSOCIATIONS AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Monthly Assessments" shall have the meaning set forth in Section 15.2.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes including, without limitation, interactive video programming. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"Neighborhood" shall mean any subdivision of Las Brisas at Doral which is subject to the jurisdiction of a Neighborhood Association. Each Home shall be part of a Neighborhood.

"Neighborhood Association" shall mean any homeowners or condominium association which governs a portion of Las Brisas at Doral.

"Neighborhood Common Areas" shall mean all property owned and/or maintained by a Neighborhood Association.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any condominium declaration. No Neighborhood Declaration shall be effective unless and until approved by Developer, which approval shall be evidenced by Developer's execution of, or joinder in, such Neighborhood Declaration.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all community lighting including up-lighting and Neighborhood entrance lighting (if not the obligation of a Neighborhood Association); all costs of maintenance, repair and replacement of the Access Road; all costs for maintenance, repair and replacement of landscaping, parking areas, walkways and roadways located within any Neighborhood (provided that each owner shall share equally in such cost, regardless of the amount or proportion of such areas adjacent to any specific Home or within any specific Neighborhood as compared to the overall Common Areas within Las Brisas at Doral); all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Monitoring System costs (if any); salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer until the Turnover Date, or a Lender.

"Parcel" shall mean any portion of Las Brisas at Doral upon which one or more Homes may be constructed.

"Permit" shall mean any permit issued by SFWMD, DOT and/or any other governmental agency with respect to Las Brisas at Doral.

"Plat" shall mean any plat of any portion of Las Brisas at Doral filed in the Public Records, as the same may be amended by Developer, from time to time.

"Premium Channels" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and The Movie Channel.

"Public Records" shall mean the Public Records of Miami-Dade County, Florida.

"Reserves" shall have the meaning set forth in Section 15.2.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Las Brisas at Doral as adopted by the Board from time to time.

"SFWMD" shall mean the South Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 15.2.2. hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, impoundments, drainage maintenance easements and other works defined in Section 373.403(1)-(5) of the Florida Statutes.

"Telecommunications Provider" shall mean any party contracting with Association to (i) provide Owners with one or more Telecommunications Services or (ii) to own, maintain and repair Telecommunications Systems allowing Telecommunications Services to be provided to Las Brisas at Doral. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

"Telecommunication Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Basic Service and Premium Channels.

"Telecommunication Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Las Brisas at Doral. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Tenant" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Las Brisas at Doral.

"Title Documents" shall have the meaning set forth in Section 29.7 hereof.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within Las Brisas at Doral have been conveyed by Developer or any Builder to Owners.

"Use Fees" shall have the meaning set forth in Section 15.2.3 hereof.

"Working Capital Fund" shall have the meaning set forth in Section 15.12 hereof.

3. Plan of Development. The planning process for Las Brisas at Doral is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Las Brisas at Doral and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Las Brisas at Doral as finally developed.

4. Amendment.

4.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunication Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Las Brisas at Doral; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to the Community Completion Date, Association must obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3. Amendments From and After the Community Completion Date. After the Community Completion Date, **but subject to the general restrictions on amendments set forth above**, this Declaration may be amended with the approval of (i) sixty-six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5. Annexation and Withdrawal.

5.1. Annexation by Developer. Prior to the Community Completion Date, additional lands may be made part of Las Brisas at Doral by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Las Brisas at Doral. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Las Brisas at Doral, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Las Brisas at Doral. Such amendment may contain additions to, or modifications of, omissions to, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Developer may add additional lands to Las Brisas at Doral.

5.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (I) sixty-six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3. Withdrawal. Prior to the Community Completion Date, any portions of Las Brisas at Doral (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Las Brisas at Doral shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Las Brisas at Doral shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Las Brisas at Doral). Association shall have no right to withdraw land from Las Brisas at Doral.

6. Dissolution.

6.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Las Brisas at Doral and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Las Brisas at Doral which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership

7.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or to any portion of Las Brisas at Doral and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its

predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance, provided, however that such failure to reference the imposition of this Declaration on the Home shall not have the effect of releasing the Home from the terms of this Declaration.

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a Member ("Member") of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer's rights with respect to membership in Association are set forth in this Declaration, the Articles and the By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Classes. There will be three (3) classes of membership in the Association.

7.5.1 Class A will be all of the Owners.

7.5.2. Class B will be Developer. If there is more than one Class B member, each shall be entitled to all of the rights and subject to all of the obligations of Developer hereunder (such obligations to be shared based on the relative number of Homes capable of being developed on the Brighton Parcel and on the Doral 58th Parcel pursuant to the then effective Development Plan).

7.5.3. Class C will be Doral 58th or any successor in title to the Doral 58th Property, which class shall exist only prior to the time that the Doral 58th Parcel is developed into Homes. The Class C membership shall automatically terminate and be converted to Class B membership upon the occurrence of any of the following: (i) Brighton acquires title to the Doral 58th Property, (ii) Doral 58th or its successors in title commences development of a Home within the Doral 58th Parcel, or (iii) Doral 58th or its successor in title records an amendment to this Declaration assuming the rights and obligations of Developer, provided, however, such amendment shall not be recorded unless and until such time as Brighton has no further right to acquire the Doral 58th Parcel, which will not be prior to August 13, 2001.

7.6. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.7. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

7.8. Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, the By-Laws or any of the Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Las Brisas at Doral for various public purposes or for the provision of Telecommunication Systems, or to make any portions of Las Brisas at Doral part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Las Brisas at Doral. Any conveyance, dedication or transfer of any part of the Common Areas shall be subject to an Owner's ingress and egress easement to his or her Home. In addition, the Common Areas of Las Brisas at Doral may include decorative improvements, and berms. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. **SALES BROCHURES, SITE**

PLANS, VERBAL PREDICTIONS AND MARKETING MATERIALS ARE NOT GUARANTEES OR REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. WITHOUT LIMITING THE FOREGOING, THE PLANS FOR THE RECREATIONAL FACILITIES MAY BE CHANGED AT ANY TIME BY DEVELOPER.

9. Operation of Common Areas

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of Las Brisas at Doral or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Las Brisas at Doral, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (*e.g.*, furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3. Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer. Without limiting the foregoing, Developer shall have the right to use any portion of the recreational facilities for a sales facility, administrative offices, and/or for one or more offices for Telecommunications Providers, if any.

9.4. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. Association shall pay all costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.5. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Las Brisas at Doral including, but not limited to, Association, Developer, Owners and any Lenders. Notwithstanding the foregoing, only subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party **without** (I) if prior to the Community Completion Date, the approval of (a) a majority of the

Board; and (b) the consent of Developer, or (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, recreation facility or guest parking areas and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads, pathways, parking areas and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads, pathways, parking areas and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads, pathways, parking areas and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7. Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8. Use.

9.8.1. General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate.

9.8.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.8.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of Las Brisas at Doral accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of Las Brisas at Doral (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Las Brisas at Doral, and (e) design of any portion of Las Brisas at Doral. Each person entering onto any portion of Las Brisas at Doral also expressly indemnifies and agrees to hold harmless Developer, Association, Builders, and Neighborhood Associations and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool or area adjacent to a waterbody, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER

ACKNOWLEDGES THAT THE COMMON AREAS OR AREAS ADJACENT TO LAS BRISAS AT DORAL MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS. DEVELOPER, DORAL 58TH, BUILDERS, ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the waterbodies within Las Brisas at Doral by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.9. Rules and Regulations.

9.9.1. Generally. Prior to Community Completion Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Las Brisas at Doral. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to Doral 58th or to any property owned by Developer or by Doral 58th, and shall not be applied in a manner which would adversely affect the interests of the Developer or Doral 58th. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct Homes, Common Areas, and related improvements within Las Brisas at Doral, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Las Brisas at Doral, general office and construction operations within Las Brisas at Doral; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Las Brisas at Doral for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Las Brisas at Doral; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Las Brisas at Doral owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Las Brisas at Doral including, without limitation, Homes; (vi) store fill within Las Brisas at Doral and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Las Brisas at Doral and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Las Brisas at Doral.

9.10. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.11. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all

applicable ordinances of Miami-Dade County and all other applicable governing entities having jurisdiction with respect to the same.

9.12. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

10. Maintenance by Association.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times operate, maintain, repair, replace and insure the Common Areas, including all improvements placed thereon **and shall maintain, repair and replace all grassed, landscaped, paved, sidewalk or other open areas owned by or dedicated to or forming part of the common elements of, any Neighborhood Association.** The Owners have the right to enforce, by appropriate legal means, the Association's duty to maintain, repair, replace and insure the Common Areas, including without limitation the Surface Water Management System and all easements and rights-of-way.

10.2. Surface Water Management System.

10.2.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System, in a manner which complies with any Permit respecting the same, if any, or any additional permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs.

10.2.2. Amendments to Association Documents. Association shall submit to SFWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System. SFWMD shall then inform Association as to whether the amendment requires a modification of any Permit respecting the Surface Water Management System. If a modification of any Permit respecting the Surface Water Management System is necessary, SFWMD shall so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

10.3. Irrigation. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of a Neighborhood Association, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

10.4. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Neighborhood Association, or persons utilizing the Common Areas, through or under an Owner or a Neighborhood Association, shall be borne solely by such Owner or Neighborhood Association, and, with respect to Owners, the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.5. Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Las Brisas at Doral for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental

requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Las Brisas at Doral if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.6. Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of Las Brisas at Doral and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Las Brisas at Doral. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. Without limiting the foregoing, Association shall maintain, repair, and replace offsite drainage improvements as required by the Title Documents or other documents between Developer and all applicable governmental entities, including mowing and spraying for weeds.

11. Use Restrictions.

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Las Brisas at Doral complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the appropriate Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than six (6) months.

11.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Las Brisas at Doral. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Las Brisas at Doral shall be the same as the responsibility for maintenance and repair of the property concerned.

11.5. Maintenance by Owners and Neighborhood Associations. Any property, structures, improvements, fences, and appurtenances which are required to be maintained by an Owner or by a Neighborhood Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Las Brisas at Doral.

11.5.1. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.6. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the roots of a tree within the boundaries of a Home affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.7. Waterways. Neither any Owner nor any Neighborhood Association may utilize the waterways which are adjacent to, but outside the boundaries of Las Brisas at Doral, to irrigate. Developer or Association may use such waterways to irrigate Common Areas, subject to having received all necessary governmental approvals for such activity. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, if all necessary governmental approval for such use has been received.

11.8. Swimming and Boating Prohibited. Swimming and boating in any part of waterways adjacent to Las Brisas at Doral is expressly prohibited.

11.9. Subdivision and Regulation of Land. No portion of any Home or any portion of Las Brisas at Doral shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Las Brisas at Doral, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.10. Alterations and Additions. No material alteration, addition or modification to any portion of Las Brisas at Doral, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.11. Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Las Brisas at Doral or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.12. Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

11.13. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

11.14. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 48 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed within a reasonable time after a storm.

11.15. Wall Units. No window air conditioning unit may be installed in any window in a Home.

11.16. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.17. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or other portion of Las Brisas at Doral without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Developer shall have the option to install Telecommunication Services equipment without ACC approval.

11.18. Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.19. Visibility on Corners. 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 ACC and governmental agencies.

11.20. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (*e.g.*, unacceptable spillover to adjacent lot).

11.21. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Las Brisas at Doral, change the level of the land within any portion of Las Brisas at Doral, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Las Brisas at Doral. Owners may place additional plants, shrubs, or trees within any portion of Las Brisas at Doral only with the prior approval of the ACC.

11.22. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof or, if the Home is a condominium unit, the Neighborhood Association within which it is located, shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.23. Animals. No animals of any kind shall be raised, bred or kept within Las Brisas at Doral for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances and in accordance with the applicable Neighborhood Declaration and the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. No pets are permitted under any circumstances in the recreational facilities of the Common Areas. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Las Brisas at Doral designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.24. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Las Brisas at Doral is permitted. No firearms shall be discharged within Las Brisas at Doral. Nothing shall be done or kept within the Common Areas, or any other portion of Las Brisas at Doral, including a Home, which will increase the rate of insurance to be paid by Association.

11.25. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Las Brisas at Doral. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors.

11.26. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Las Brisas at Doral, which is unsightly or which interferes with the comfort and convenience of others.

11.27. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

11.28. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

11.29. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, clothesline, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

11.30. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.31. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.32. Parking. Owners shall park only in their assigned spaces and guests or visitors shall use only spaces designated for such purpose. No vehicle which cannot operate on its own power shall remain on Las Brisas at Doral for more than 48 hours. No repair, except emergency repair, of vehicles shall be made within Las Brisas at Doral. No commercial vehicle, recreational vehicle, truck with a camper top, boat or camper, may be kept within Las Brisas at Doral. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (*e.g.*, Broncos, Blazers, Explorers, etc.) up to 19 feet long or clean "non-working" vehicles such as pick-up trucks or vans not in excess of 3/4 ton capacity if they are used by the Owner on a daily basis for normal transportation. Commercial vehicles at Las Brisas at Doral for deliveries or service calls shall park only in spaces designated for such purposes. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Las Brisas at Doral facility.

11.33. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Las Brisas at Doral.

11.34. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Las Brisas at Doral or within any Home, except those which are required for normal household use.

11.35. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (I) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.36. Commercial Activity. Except for normal construction activity, administrative offices of Developer or Builders, sale and re-sale of a Home, and sale and re-sale of other property owned by Developer no commercial or business activity shall be conducted in any Home within Las Brisas at Doral. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Las Brisas at Doral. No solicitors of a commercial nature shall be allowed within Las Brisas at Doral, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any sales without the prior written consent of Developer.

11.37. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Las Brisas at Doral. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED AND THAT AN INJUNCTION OR OTHER APPROPRIATE LEGAL REMEDIES AS TO SUCH ACTIVITIES MAY BE SOUGHT BY DEVELOPER, ASSOCIATION OR ANY OWNER WITHOUT DELAY OR ADVANCE NOTICE.

11.38. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot or Home, unless approved by the ACC.

11.39. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Las Brisas at Doral without the prior written approval of the ACC.

11.40. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Las Brisas at Doral without prior written consent of the Association.

11.41. Fencing. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed.

11.42. Septic Tanks. Pursuant to the Title Documents, septic tanks are prohibited.

12. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon Home by reason of original construction by Developer, then an easement for such encroachment shall exist as long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for party walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

13.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

13.5. Homes.

13.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home except to the extent that Homes are condominium units, in which case applicable insurance coverage for the buildings containing such Homes shall be maintained by the appropriate Neighborhood Association, the insurance and repair provisions of the applicable Neighborhood Declaration will control and references in this Section to the Owner's obligation shall be interpreted to mean the obligation of the Neighborhood Association. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner or, where applicable, each neighborhood Association, shall be required to supply the Board with evidence of insurance coverage on Homes or the buildings containing Homes which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner or a Neighborhood Association to comply with his, her or its obligations hereunder.

13.5.2. Required Repair. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from

the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

13.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13.5.3 shall be in accordance with any standards established by Association with respect to any casualty that affects all or a portion of Las Brisas at Doral.

13.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the final as-built plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

13.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

13.6. Fidelity Bonds. If available, a blanket fidelity bond shall be obtained for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

13.6.1. The bonds shall name Association as an obligee.

13.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

13.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

13.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

13.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

13.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

LAS BRISAS AT DORAL COMMUNITY

THIS INSTRUMENT PREPARED BY:

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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LAS BRISAS AT DORAL COMMUNITY
TABLE OF CONTENTS

- 1. Recitals 1
- 2. Definitions. 1
- 3. Plan of Development 5
- 4. Amendment. 5
 - 4.1. General Restrictions on Amendments. 5
 - 4.2. Amendments Prior to the Community Completion Date. 5
 - 4.3. Amendments From and After the Community Completion Date 5
- 5. Annexation and Withdrawal. 6
 - 5.1. Annexation by Developer. 6
 - 5.2. Annexation by Association. 6
 - 5.3. Withdrawal. 6
- 6. Dissolution. 6
 - 6.1. Generally. 6
 - 6.2. Applicability of Declaration after Dissolution. 6
- 7. Binding Effect and Membership 6
 - 7.1. Term. 6
 - 7.2. Transfer. 6
 - 7.3. Membership. 7
 - 7.4. Ownership by Entity 7
 - 7.5. Classes 7
 - 7.6. Voting Interests. 7
 - 7.7. Document Recordation by Owners Prohibited. 7
 - 7.8. Conflicts. 7
- 8. Paramount Right of Developer 7
- 9. Operation of Common Areas 8
 - 9.1. Prior to Conveyance. 8
 - 9.2. Construction of Common Areas Facilities 8
 - 9.3. Use of Common Areas by Developer. 8
 - 9.4. Conveyance. 8
 - 9.5. Operation After Conveyance. 8
 - 9.6. Paved Common Areas 9
 - 9.7. Delegation and Managers. 9
 - 9.8. Use. 9
 - 9.8.1. General Public Use 9
 - 9.8.2. Right to Allow Use 9
 - 9.8.3. Obstruction of Common Areas 9

9.8.4.	<u>Assumption of Risk</u>	9
9.8.5.	<u>Owner's Obligation to Indemnify</u>	10
9.9.	<u>Rules and Regulations.</u>	10
9.9.1.	<u>Generally</u>	10
9.9.2.	<u>Developer Not Subject to Rules and Regulations</u>	10
9.10.	<u>Default by Another Owner.</u>	10
9.11.	<u>Special Taxing Districts.</u>	10
9.12.	<u>Association's Obligation to Indemnify.</u>	11
10.1.	<u>Common Areas.</u>	11
10.2.	<u>Surface Water Management System</u>	11
10.2.1.	<u>Duty to Maintain</u>	11
10.2.2.	<u>Amendments to Association Documents</u>	11
10.3.	<u>Irrigation</u>	11
10.4.	<u>Negligence</u>	11
10.5.	<u>Right of Entry.</u>	11
10.6.	<u>Maintenance of Property Owned by Others.</u>	12
11.	<u>Use Restrictions.</u>	12
11.1.	<u>Disputes as to Use.</u>	12
11.2.	<u>Use of Homes</u>	12
11.3.	<u>Leases</u>	12
11.4.	<u>Lawful Use</u>	12
11.5.	<u>Maintenance by Owners and Neighborhood Associations</u>	12
11.5.1.	<u>Weeds</u>	12
11.6.	<u>Drainage System</u>	12
11.7.	<u>Waterways</u>	13
11.8.	<u>Swimming and Boating Prohibited</u>	13
11.9.	<u>Subdivision and Regulation of Land</u>	13
11.10.	<u>Alterations and Additions</u>	13
11.11.	<u>Signs</u>	13
11.12.	<u>Roofs and Pressure Treatment.</u>	13
11.13.	<u>Paint.</u>	13
11.14.	<u>Hurricane Shutters.</u>	13
11.15.	<u>Wall Units</u>	13
11.16.	<u>Window Treatments</u>	13
11.17.	<u>Satellite Dishes and Antennae.</u>	13
11.18.	<u>Pools</u>	13
11.19.	<u>Visibility on Corners</u>	14
11.20.	<u>Holiday Lights and Other Lighting.</u>	14
11.21.	<u>Removal of Soil and Additional Landscaping</u>	14
11.22.	<u>Casualty Destruction to Improvements</u>	14
11.23.	<u>Animals</u>	14
11.24.	<u>Nuisances</u>	14
11.25.	<u>Minor's Use of Facilities</u>	14
11.26.	<u>Personal Property</u>	14
11.27.	<u>Storage</u>	14
11.28.	<u>Garbage Cans</u>	14
11.29.	<u>Laundry</u>	15
11.30.	<u>Control of Contractors</u>	15
11.31.	<u>Servants</u>	15
11.32.	<u>Parking</u>	15
11.33.	<u>Cooking</u>	15
11.34.	<u>Substances</u>	15
11.35.	<u>Extended Vacation and Absences</u>	15
11.36.	<u>Commercial Activity</u>	15
11.37.	<u>Completion and Sale of Units</u>	15
11.38.	<u>Artificial Vegetation</u>	15
11.39.	<u>Decorations</u>	16
11.40.	<u>Sports Equipment</u>	16
11.41.	<u>Fencing</u>	16
11.42.	<u>Septic Tanks</u>	16
12.	<u>Easement for Unintentional and Non-Negligent Encroachments</u>	16

13.	<u>Insurance.</u>	16
13.1.	<u>Flood Insurance.</u>	16
13.2.	<u>Liability Insurance.</u>	16
13.3.	<u>Directors and Officers Liability Insurance</u>	16
13.4.	<u>Other Insurance.</u>	16
13.5.	<u>Homes.</u>	16
13.5.1.	<u>Requirement to Maintain Insurance</u>	16
13.5.2.	<u>Required Repair</u>	16
13.5.3.	<u>Standard of Work</u>	17
13.5.4.	<u>Additional Rights of Association</u>	17
13.5.5.	<u>Association Has No Liability</u>	17
13.6.	<u>Fidelity Bonds.</u>	17
13.7.	<u>Association as Agent.</u>	17
13.8.	<u>Casualty to Common Areas.</u>	17
13.9.	<u>Nature of Reconstruction.</u>	17
13.10.	<u>Additional Insured.</u>	18
13.11.	<u>Cost of Payment of Premiums.</u>	18
14.	<u>Property Rights.</u>	18
14.1.	<u>Owners' Easement of Enjoyment.</u>	18
14.2.	<u>Ingress and Egress.</u>	18
14.3.	<u>Development Easement.</u>	18
14.4.	<u>Public Easements</u>	19
14.5.	<u>Delegation of Use.</u>	19
14.6.	<u>Easement for Encroachments.</u>	19
14.7.	<u>Permits, Licenses and Easements.</u>	19
14.8.	<u>Support Easement and Maintenance Easement.</u>	19
14.9.	<u>Drainage.</u>	19
14.10.	<u>Duration.</u>	19
15.	<u>Assessments.</u>	19
15.1.	<u>Covenant to Pay Assessments.</u>	19
15.2.	<u>Types of Assessments.</u>	20
15.3.	<u>Designation.</u>	20
15.4.	<u>Allocation of Operating Costs.</u>	20
15.5.	<u>General Assessments Allocation.</u>	21
15.6.	<u>Use Fees and Individual Assessments.</u>	21
15.7.	<u>Commencement of First Assessment.</u>	21
15.8.	<u>Monthly Assessments.</u>	21
15.9.	<u>Surplus Assessments</u>	21
15.10.	<u>Budgets.</u>	21
15.11.	<u>Establishment of Assessments.</u>	21
15.12.	<u>Working Capital Fund.</u>	22
15.13.	<u>Assessment Estoppel Certificates.</u>	22
15.14.	<u>Payment of Home Real Estate Taxes</u>	22
15.15.	<u>Creation of the Lien and Personal Obligation.</u>	22
15.16.	<u>Subordination of the Lien to Mortgages.</u>	22
15.17.	<u>Acceleration.</u>	23
15.18.	<u>Non-Payment of Assessments.</u>	23
15.19.	<u>Exemption.</u>	23
15.20.	<u>Collection by Developer.</u>	23
15.21.	<u>Rights to Pay Assessments and Receive Reimbursement.</u>	23
15.22.	<u>Mortgagee Right</u>	23
16.	<u>Information to Lenders and Owners.</u>	24
16.1.	<u>Availability.</u>	24
16.2.	<u>Copying.</u>	24
16.3.	<u>Notice.</u>	24
17.	<u>Architectural Control.</u>	24
17.1.	<u>Architectural Control Committee</u>	24
17.2.	<u>Membership.</u>	24
17.3.	<u>General Plan</u>	24
17.4.	<u>Master Plan.</u>	24

17.5. Quorum 25

17.6. Power and Duties of the ACC. 25

17.7. Procedure. 25

17.8. Alterations. 26

17.9. Variances. 26

17.10. Permits. 26

17.11. Construction by Owners. 26

17.12. Inspection. 26

17.13. Violation. 26

17.14. Court Costs. 27

17.15. Certificate. 27

17.16. Certificate of Compliance. 27

17.17. Exemption. 27

17.18. Exculpation. 27

18. Owners Liability 27

18.1. Right to Cure. 27

18.2. Non-Monetary Defaults. 28

18.3. No Waiver. 28

18.4. Rights Cumulative. 28

18.5. Enforcement By or Against Other Persons. 28

18.6. Fines. 28

19. Additional Rights of Developer 28

19.1. Sales Office and Administrative Offices. 28

19.2. Modification. 29

19.3. Promotional Events. 29

19.4. Use by Prospective Purchasers. 29

19.5. Franchises. 29

19.6. Easements. 29

19.7. Right to Enforce. 29

19.8. Additional Development. 30

19.9. Representations. 30

19.10. Duration of Rights 30

20. Telecommunication Services 30

20.1. Right to Contract for Telecommunications Services. 30

20.2. Easements 30

20.3. Restoration 30

20.4. No Amendment 31

21. Non-Liability. 31

22. Resolution of Disputes. 31

23. Venue. 32

24. Reliance. 32

25. Monitoring System. 32

25.1. Right to Install. 32

25.2. Components. 32

25.3. Part of Operating Costs. 33

25.4. Owners' Responsibility. 33

26. Construction Activities. 33

27. Refund of Taxes and Other Charges 33

28. Assignment of Powers. 33

29. General Provisions. 34

29.1. Authority of Board. 34

29.2. Severability. 34

29.3. Execution of Documents 34
29.4. Notices. 34
29.5. Florida Statutes 34
29.7. Title Documents 34

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LAS BRISAS AT DORAL COMMUNITY

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR LAS BRISAS AT DORAL COMMUNITY (this "Declaration") is made by Brighton at Doral, L.C., a Florida Limited Liability Company ("Brighton") and Doral 58th Street Corporation, a Florida corporation ("Doral 58th"), joined in by Las Brisas at Doral Community Association, Inc., a Florida not-for-profit corporation ("Association").

R E C I T A L S

A. Brighton is the owner of the real property in Miami-Dade County, Florida more particularly described in Exhibit 1 attached hereto and made a part hereof ("Brighton Parcel").

B. Doral 58th is the owner of the real property in Miami-Dade County, Florida more particularly described in Exhibit 2 attached hereto and made a part hereof ("Doral 58th Parcel")

C. The Brighton Parcel and the Doral 58th Parcel are collectively described on Exhibit 3 attached hereto and incorporated herein ("Las Brisas at Doral").

D. Brighton and Doral 58th desire to subject Las Brisas at Doral to the covenants, conditions and restrictions contained in this Declaration.

E. This Declaration is a covenant running with all of the land comprising Las Brisas at Doral, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Brighton and Doral 58th hereby declare that every portion of Las Brisas at Doral is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee established pursuant to Section 17.1 hereof.

"Access Road" shall mean that certain real property described on Exhibit 4, which shall be improved with a roadway and other improvements to provide access from public streets to the Neighborhoods.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 5 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15 hereof.

"Association" shall mean Las Brisas at Doral Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws and the Rules and Regulations, as amended from time to time.

"Basic Service" shall mean "basic service tier" as described in Section 62(b)(7)(a) of the Cable Television Consumer Protection Act of 1992.

"Board" shall mean the Board of Directors of Association.

"Brighton Parcel" shall mean the real property described in Exhibit 1 attached hereto and incorporated herein.

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes, but shall not include Doral 58th, or its successors or assigns as Class C members .

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 6 and made a part hereof, as amended from time to time.

"Common Areas" shall mean all real property interests and personalty within Las Brisas at Doral designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Las Brisas at Doral. The Common Areas may include, without limitation, a Surface Water Management System, open space areas, internal buffers, entrance features, perimeter buffers, improvements, drainage ditches, easement areas owned by others, irrigation pumps, irrigation lines, sidewalks, streets and roads, street lights, walls, commonly used utility facilities, project signage, other lighting, entrance ways, features, entrance gates, electronic gates, tot lot, swimming pool and deck, spa, cabana area, recreation building, gazebo, gatehouses and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. THE COMMON AREAS WILL INCLUDE THE ACCESS ROAD.

"Community Completion Date" shall mean the date upon which all Homes in Las Brisas at Doral, as ultimately planned and as fully developed, have been conveyed by Developer and Builder(s) to Owners.

"Contractors" shall have the meaning set forth in Section 17.11.2 hereof.

"Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time including, without limitation, Internet connection services, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean (a) Brighton and any of its designees, successors and assigns who (i) receive a written assignment of all or some of the rights of Developer hereunder or (ii) succeed to such rights by virtue of ownership of a majority of the Lots or Parcels in Las Brisas at Doral or (b) Doral 58th and its successors and assigns, to the extent that Brighton does not acquire all of the Doral 58th Parcel by August 13, 2001. Such assignment or succession need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment or succession, the assignee may be deemed to be the Developer, or may exercise only such rights of Developer as may be specifically assigned to it. Any such assignment or succession may be made or may occur on a non-exclusive basis.

"DOT" shall mean the Department of Transportation.

"Doral 58th Parcel" shall mean the real property described in Exhibit 2 attached hereto and incorporated herein.

"Home" shall mean each residential home and appurtenances thereto constructed within Las Brisas at Doral. A Home shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, estate home, single family home, zero lot line home, and each residential apartment within an apartment building. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (*e.g.*, by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 15.2.5 hereof.

"Las Brisas at Doral" shall mean all of the real property described on Exhibit 3 and shall include the Common Areas, each Home, each Parcel, platted lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Las Brisas at Doral.

"Lender" shall mean each holder of a first mortgage encumbering a Home or any portion of Las Brisas at Doral.

"Lot" shall mean any platted residential lot shown on a Plat.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Las Brisas at Doral, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of Las Brisas at Doral or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Member" shall have the meaning set forth in Section 7.3 hereof.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of exclusively Las Brisas at Doral. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wired or wireless communication to Homes, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN LAS BRISAS AT DORAL OR ANY RESIDENTIAL SUBDIVISION CONTAINED THEREIN. DEVELOPER, BUILDERS AND ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATIONS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY COMMUNITY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS, NEIGHBORHOOD ASSOCIATIONS, AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDERS, NEIGHBORHOOD ASSOCIATIONS AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Monthly Assessments" shall have the meaning set forth in Section 15.2.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes including, without limitation, interactive video programming. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"Neighborhood" shall mean any subdivision of Las Brisas at Doral which is subject to the jurisdiction of a Neighborhood Association. Each Home shall be part of a Neighborhood.

"Neighborhood Association" shall mean any homeowners or condominium association which governs a portion of Las Brisas at Doral.

"Neighborhood Common Areas" shall mean all property owned and/or maintained by a Neighborhood Association.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any condominium declaration. No Neighborhood Declaration shall be effective unless and until approved by Developer, which approval shall be evidenced by Developer's execution of, or joinder in, such Neighborhood Declaration.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all community lighting including up-lighting and Neighborhood entrance lighting (if not the obligation of a Neighborhood Association); all costs of maintenance, repair and replacement of the Access Road; all costs for maintenance, repair and replacement of landscaping, parking areas, walkways and roadways located within any Neighborhood (provided that each owner shall share equally in such cost, regardless of the amount or proportion of such areas adjacent to any specific Home or within any specific Neighborhood as compared to the overall Common Areas within Las Brisas at Doral); all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Monitoring System costs (if any); salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer until the Turnover Date, or a Lender.

"Parcel" shall mean any portion of Las Brisas at Doral upon which one or more Homes may be constructed.

"Permit" shall mean any permit issued by SFWMD, DOT and/or any other governmental agency with respect to Las Brisas at Doral.

"Plat" shall mean any plat of any portion of Las Brisas at Doral filed in the Public Records, as the same may be amended by Developer, from time to time.

"Premium Channels" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and The Movie Channel.

"Public Records" shall mean the Public Records of Miami-Dade County, Florida.

"Reserves" shall have the meaning set forth in Section 15.2.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Las Brisas at Doral as adopted by the Board from time to time.

"SFWMD" shall mean the South Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 15.2.2. hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, impoundments, drainage maintenance easements and other works defined in Section 373.403(1)-(5) of the Florida Statutes.

"Telecommunications Provider" shall mean any party contracting with Association to (i) provide Owners with one or more Telecommunications Services or (ii) to own, maintain and repair Telecommunications Systems allowing Telecommunications Services to be provided to Las Brisas at Doral. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

"Telecommunication Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Basic Service and Premium Channels.

"Telecommunication Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Las Brisas at Doral. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Tenant" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Las Brisas at Doral.

"Title Documents" shall have the meaning set forth in Section 29.7 hereof.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within Las Brisas at Doral have been conveyed by Developer or any Builder to Owners.

"Use Fees" shall have the meaning set forth in Section 15.2.3 hereof.

"Working Capital Fund" shall have the meaning set forth in Section 15.12 hereof.

3. Plan of Development. The planning process for Las Brisas at Doral is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Las Brisas at Doral and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Las Brisas at Doral as finally developed.

4. Amendment.

4.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunication Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Las Brisas at Doral; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to the Community Completion Date, Association must obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3. Amendments From and After the Community Completion Date. After the Community Completion Date, **but subject to the general restrictions on amendments set forth above**, this Declaration may be amended with the approval of (i) sixty-six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5. Annexation and Withdrawal.

5.1. Annexation by Developer. Prior to the Community Completion Date, additional lands may be made part of Las Brisas at Doral by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Las Brisas at Doral. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Las Brisas at Doral, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Las Brisas at Doral. Such amendment may contain additions to, or modifications of, omissions to, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Developer may add additional lands to Las Brisas at Doral.

5.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (I) sixty-six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3. Withdrawal. Prior to the Community Completion Date, any portions of Las Brisas at Doral (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Las Brisas at Doral shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Las Brisas at Doral shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Las Brisas at Doral). Association shall have no right to withdraw land from Las Brisas at Doral.

6. Dissolution.

6.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Las Brisas at Doral and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Las Brisas at Doral which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership

7.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or to any portion of Las Brisas at Doral and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its

predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance, provided, however that such failure to reference the imposition of this Declaration on the Home shall not have the effect of releasing the Home from the terms of this Declaration.

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a Member ("Member") of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer's rights with respect to membership in Association are set forth in this Declaration, the Articles and the By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Classes. There will be three (3) classes of membership in the Association.

7.5.1 Class A will be all of the Owners.

7.5.2. Class B will be Developer. If there is more than one Class B member, each shall be entitled to all of the rights and subject to all of the obligations of Developer hereunder (such obligations to be shared based on the relative number of Homes capable of being developed on the Brighton Parcel and on the Doral 58th Parcel pursuant to the then effective Development Plan).

7.5.3. Class C will be Doral 58th or any successor in title to the Doral 58th Property, which class shall exist only prior to the time that the Doral 58th Parcel is developed into Homes. The Class C membership shall automatically terminate and be converted to Class B membership upon the occurrence of any of the following: (i) Brighton acquires title to the Doral 58th Property, (ii) Doral 58th or its successors in title commences development of a Home within the Doral 58th Parcel, or (iii) Doral 58th or its successor in title records an amendment to this Declaration assuming the rights and obligations of Developer, provided, however, such amendment shall not be recorded unless and until such time as Brighton has no further right to acquire the Doral 58th Parcel, which will not be prior to August 13, 2001.

7.6. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.7. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

7.8. Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, the By-Laws or any of the Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Las Brisas at Doral for various public purposes or for the provision of Telecommunication Systems, or to make any portions of Las Brisas at Doral part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Las Brisas at Doral. Any conveyance, dedication or transfer of any part of the Common Areas shall be subject to an Owner's ingress and egress easement to his or her Home. In addition, the Common Areas of Las Brisas at Doral may include decorative improvements, and berms. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. **SALES BROCHURES, SITE**

PLANS, VERBAL PREDICTIONS AND MARKETING MATERIALS ARE NOT GUARANTEES OR REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. WITHOUT LIMITING THE FOREGOING, THE PLANS FOR THE RECREATIONAL FACILITIES MAY BE CHANGED AT ANY TIME BY DEVELOPER.

9. Operation of Common Areas

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of Las Brisas at Doral or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Las Brisas at Doral, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (*e.g.*, furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3. Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer. Without limiting the foregoing, Developer shall have the right to use any portion of the recreational facilities for a sales facility, administrative offices, and/or for one or more offices for Telecommunications Providers, if any.

9.4. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. Association shall pay all costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.5. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Las Brisas at Doral including, but not limited to, Association, Developer, Owners and any Lenders. Notwithstanding the foregoing, only subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party **without** (I) if prior to the Community Completion Date, the approval of (a) a majority of the

Board; and (b) the consent of Developer, or (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, recreation facility or guest parking areas and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads, pathways, parking areas and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads, pathways, parking areas and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads, pathways, parking areas and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7. Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8. Use.

9.8.1. General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate.

9.8.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.8.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of Las Brisas at Doral accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of Las Brisas at Doral (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Las Brisas at Doral, and (e) design of any portion of Las Brisas at Doral. Each person entering onto any portion of Las Brisas at Doral also expressly indemnifies and agrees to hold harmless Developer, Association, Builders, and Neighborhood Associations and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool or area adjacent to a waterbody, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER

ACKNOWLEDGES THAT THE COMMON AREAS OR AREAS ADJACENT TO LAS BRISAS AT DORAL MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS. DEVELOPER, DORAL 58TH, BUILDERS, ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the waterbodies within Las Brisas at Doral by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.9. Rules and Regulations.

9.9.1. Generally. Prior to Community Completion Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Las Brisas at Doral. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to Doral 58th or to any property owned by Developer or by Doral 58th, and shall not be applied in a manner which would adversely affect the interests of the Developer or Doral 58th. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct Homes, Common Areas, and related improvements within Las Brisas at Doral, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Las Brisas at Doral, general office and construction operations within Las Brisas at Doral; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Las Brisas at Doral for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Las Brisas at Doral; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Las Brisas at Doral owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Las Brisas at Doral including, without limitation, Homes; (vi) store fill within Las Brisas at Doral and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Las Brisas at Doral and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Las Brisas at Doral.

9.10. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.11. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all

applicable ordinances of Miami-Dade County and all other applicable governing entities having jurisdiction with respect to the same.

9.12. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

10. Maintenance by Association.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times operate, maintain, repair, replace and insure the Common Areas, including all improvements placed thereon **and shall maintain, repair and replace all grassed, landscaped, paved, sidewalk or other open areas owned by or dedicated to or forming part of the common elements of, any Neighborhood Association.** The Owners have the right to enforce, by appropriate legal means, the Association's duty to maintain, repair, replace and insure the Common Areas, including without limitation the Surface Water Management System and all easements and rights-of-way.

10.2. Surface Water Management System.

10.2.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System, in a manner which complies with any Permit respecting the same, if any, or any additional permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs.

10.2.2. Amendments to Association Documents. Association shall submit to SFWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System. SFWMD shall then inform Association as to whether the amendment requires a modification of any Permit respecting the Surface Water Management System. If a modification of any Permit respecting the Surface Water Management System is necessary, SFWMD shall so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

10.3. Irrigation. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of a Neighborhood Association, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

10.4. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Neighborhood Association, or persons utilizing the Common Areas, through or under an Owner or a Neighborhood Association, shall be borne solely by such Owner or Neighborhood Association, and, with respect to Owners, the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.5. Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Las Brisas at Doral for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental

requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Las Brisas at Doral if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.6. Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of Las Brisas at Doral and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Las Brisas at Doral. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. Without limiting the foregoing, Association shall maintain, repair, and replace offsite drainage improvements as required by the Title Documents or other documents between Developer and all applicable governmental entities, including mowing and spraying for weeds.

11. Use Restrictions.

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Las Brisas at Doral complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the appropriate Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than six (6) months.

11.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Las Brisas at Doral. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Las Brisas at Doral shall be the same as the responsibility for maintenance and repair of the property concerned.

11.5. Maintenance by Owners and Neighborhood Associations. Any property, structures, improvements, fences, and appurtenances which are required to be maintained by an Owner or by a Neighborhood Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Las Brisas at Doral.

11.5.1. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.6. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the roots of a tree within the boundaries of a Home affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.7. Waterways. Neither any Owner nor any Neighborhood Association may utilize the waterways which are adjacent to, but outside the boundaries of Las Brisas at Doral, to irrigate. Developer or Association may use such waterways to irrigate Common Areas, subject to having received all necessary governmental approvals for such activity. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, if all necessary governmental approval for such use has been received.

11.8. Swimming and Boating Prohibited. Swimming and boating in any part of waterways adjacent to Las Brisas at Doral is expressly prohibited.

11.9. Subdivision and Regulation of Land. No portion of any Home or any portion of Las Brisas at Doral shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Las Brisas at Doral, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.10. Alterations and Additions. No material alteration, addition or modification to any portion of Las Brisas at Doral, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.11. Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Las Brisas at Doral or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.12. Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

11.13. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

11.14. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 48 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed within a reasonable time after a storm.

11.15. Wall Units. No window air conditioning unit may be installed in any window in a Home.

11.16. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.17. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or other portion of Las Brisas at Doral without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Developer shall have the option to install Telecommunication Services equipment without ACC approval.

11.18. Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.19. Visibility on Corners. 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 ACC and governmental agencies.

11.20. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (*e.g.*, unacceptable spillover to adjacent lot).

11.21. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Las Brisas at Doral, change the level of the land within any portion of Las Brisas at Doral, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Las Brisas at Doral. Owners may place additional plants, shrubs, or trees within any portion of Las Brisas at Doral only with the prior approval of the ACC.

11.22. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof or, if the Home is a condominium unit, the Neighborhood Association within which it is located, shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.23. Animals. No animals of any kind shall be raised, bred or kept within Las Brisas at Doral for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances and in accordance with the applicable Neighborhood Declaration and the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. No pets are permitted under any circumstances in the recreational facilities of the Common Areas. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Las Brisas at Doral designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.24. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Las Brisas at Doral is permitted. No firearms shall be discharged within Las Brisas at Doral. Nothing shall be done or kept within the Common Areas, or any other portion of Las Brisas at Doral, including a Home, which will increase the rate of insurance to be paid by Association.

11.25. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Las Brisas at Doral. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors.

11.26. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Las Brisas at Doral, which is unsightly or which interferes with the comfort and convenience of others.

11.27. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

11.28. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

11.29. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, clothesline, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

11.30. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.31. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.32. Parking. Owners shall park only in their assigned spaces and guests or visitors shall use only spaces designated for such purpose. No vehicle which cannot operate on its own power shall remain on Las Brisas at Doral for more than 48 hours. No repair, except emergency repair, of vehicles shall be made within Las Brisas at Doral. No commercial vehicle, recreational vehicle, truck with a camper top, boat or camper, may be kept within Las Brisas at Doral. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (*e.g.*, Broncos, Blazers, Explorers, etc.) up to 19 feet long or clean "non-working" vehicles such as pick-up trucks or vans not in excess of 3/4 ton capacity if they are used by the Owner on a daily basis for normal transportation. Commercial vehicles at Las Brisas at Doral for deliveries or service calls shall park only in spaces designated for such purposes. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Las Brisas at Doral facility.

11.33. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Las Brisas at Doral.

11.34. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Las Brisas at Doral or within any Home, except those which are required for normal household use.

11.35. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (I) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.36. Commercial Activity. Except for normal construction activity, administrative offices of Developer or Builders, sale and re-sale of a Home, and sale and re-sale of other property owned by Developer no commercial or business activity shall be conducted in any Home within Las Brisas at Doral. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Las Brisas at Doral. No solicitors of a commercial nature shall be allowed within Las Brisas at Doral, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any sales without the prior written consent of Developer.

11.37. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Las Brisas at Doral. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED AND THAT AN INJUNCTION OR OTHER APPROPRIATE LEGAL REMEDIES AS TO SUCH ACTIVITIES MAY BE SOUGHT BY DEVELOPER, ASSOCIATION OR ANY OWNER WITHOUT DELAY OR ADVANCE NOTICE.

11.38. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot or Home, unless approved by the ACC.

11.39. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Las Brisas at Doral without the prior written approval of the ACC.

11.40. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Las Brisas at Doral without prior written consent of the Association.

11.41. Fencing. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed.

11.42. Septic Tanks. Pursuant to the Title Documents, septic tanks are prohibited.

12. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon Home by reason of original construction by Developer, then an easement for such encroachment shall exist as long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for party walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

13.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

13.5. Homes.

13.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home except to the extent that Homes are condominium units, in which case applicable insurance coverage for the buildings containing such Homes shall be maintained by the appropriate Neighborhood Association, the insurance and repair provisions of the applicable Neighborhood Declaration will control and references in this Section to the Owner's obligation shall be interpreted to mean the obligation of the Neighborhood Association. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner or, where applicable, each neighborhood Association, shall be required to supply the Board with evidence of insurance coverage on Homes or the buildings containing Homes which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner or a Neighborhood Association to comply with his, her or its obligations hereunder.

13.5.2. Required Repair. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from

the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

13.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13.5.3 shall be in accordance with any standards established by Association with respect to any casualty that affects all or a portion of Las Brisas at Doral.

13.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the final as-built plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

13.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

13.6. Fidelity Bonds. If available, a blanket fidelity bond shall be obtained for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

13.6.1. The bonds shall name Association as an obligee.

13.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

13.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

13.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

13.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

13.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

13.10. Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

13.11. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

14. Property Rights.

14.1. Owners' Easement of Enjoyment. Every Owner, and his or her immediate family, tenants, guests and invitees, and every owner of an interest in Las Brisas at Doral shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, **subject to** the following provisions:

14.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

14.1.2. The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 617.305 and/or Section 718.303(3) of the Florida Statutes, as amended from time-to-time, to the extent applicable.

14.1.3. The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

14.1.4. The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

14.1.5. The rights of Developer and/or Association regarding Las Brisas at Doral as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

14.1.6. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

14.1.7. An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

14.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas or which are portions of any Neighborhood which are to be maintained by Association, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes, including, without limitation, the Access Road and parking areas of the Association or of any Neighborhood Association. This easement shall run in favor of Association, all Owners, Brighton, Builders, Doral 58th and its successors in title as to the Doral 58th Property, and their invitees and agents. Such easements shall not be terminated or rescinded without the express consent of Association, Developer, Doral 58th or its successors in title (as to any easement, benefitting the Doral 58th Property) and any owner affected by such termination or rescission.

14.3. Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for Builders (as provided in any written assignment from Developer), itself or its nominees over, upon, across, and under Las Brisas at Doral as may be required in connection with the development of Las Brisas at Doral, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Las Brisas at Doral, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Las Brisas at Doral for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer or any Builder be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the

Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Las Brisas at Doral from Developer's sales facilities located within Las Brisas at Doral. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 19.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

14.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Las Brisas at Doral.

14.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

14.7. Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Las Brisas at Doral (including Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Las Brisas at Doral (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

14.9. Drainage. A non-exclusive easement shall exist in favor of Developer, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Las Brisas at Doral over, across and upon Las Brisas at Doral for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Las Brisas at Doral (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Las Brisas at Doral and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Las Brisas at Doral and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

14.10. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

15. Assessments.

15.1. Covenant to Pay Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay

to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). Each Builder shall pay such portion of Operating Costs which benefits any Parcel containing unsold Homes owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on unsold Homes owned by a Builder because Builders may not receive certain services (e.g., Telecommunications Services or landscape maintenance).

15.2. Types of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Las Brisas at Doral, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

15.2.1. Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

15.2.2. Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas or the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments").

15.2.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

15.2.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

15.2.5. Assessments for which one or more Owners (but less than all Owners) within Las Brisas at Doral are subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association or by the applicable Neighborhood Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

15.3. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

15.4. Allocation of Operating Costs.

15.4.1. For the period until the adoption of the first annual budgets, the allocation of Operating Costs shall be as set forth in the initial budgets prepared by Developer.

15.4.2. Commencing on the first day of the period covered by the annual budgets, and until the adoption of the next annual budgets, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 341. At this time it is anticipated that there will not be more than 341 Homes within Las Brisas at Doral. Once Developer determines, if ever,

that more or less than 341 Homes shall be built within Las Brisas at Doral, then Developer may change such denominator, by amendment to this Declaration, to the number of actual or anticipated Homes within Las Brisas at Doral, in its sole and absolute discretion. Without limiting the foregoing, Developer specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration.

15.4.3. In the event the Operating Costs as estimated in the budgets for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment, as applicable. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

15.4.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

15.5. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

15.6. Use Fees and Individual Assessments. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association.

15.7. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Parcel to such Builder.

15.8. Monthly Assessments. Prior to the Turnover Date, if Monthly Assessments collectible from Owners and Builders are inadequate to pay Operating Costs in full, Developer shall have the option to fund any such shortfall or to pay Monthly Assessments on Homes owned by Developer. If Developer does not pay Monthly Assessments on Homes owned by Developer, Developer shall be obligated to pay Operating Costs incurred that exceed the Monthly Assessments receivable from Owners [and Builders] and other income of Association. Under no circumstances shall Developer ever be obligated to fund any portion of Reserves. After the Turnover Date, Developer shall pay all Monthly Assessments on Homes owned by Developer.

15.9. Surplus Assessments. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

15.10. Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budgets. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. THE INITIAL BUDGETS OF ASSOCIATION ARE PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

15.11. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

15.11.1. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budgets by the Board. The budgets shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budgets may cover a period of less than twelve (12) months if the first budgets are adopted mid-year or in order to change the fiscal year of the Association.

15.11.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined.

Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

15.11.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

15.12. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Developer at the time of conveyance of each Home an amount equal to two (2) month's Assessments. There shall be collected from each Builder that purchases a Parcel from Developer at the time of conveyance of each Parcel an amount equal to two (2) month's Assessments (or such greater amount determined by Developer from time to time) for each Home which Developer determines can be built on such Parcel. At the time that such Builder conveys a Home to an Owner, such Owner shall pay such Builder an amount equal to the amount paid by such Builder for such Home in order to compensate Builder for the amount advanced. The purpose of the Working Capital Fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Developer to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Working Capital Fund.

15.13. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

15.14. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

15.15. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any Claim of Lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

15.16. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of

foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

15.17. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.18. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

15.19. Exemption. The Board shall have the right to exempt any portion of Las Brisas at Doral subject to this Declaration from the Assessments, provided that such part of Las Brisas at Doral exempted is used (and as long as it is used) for any of the following purposes:

- 15.19.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 15.19.2. Any real property interest held by a Telecommunications Provider;
- 15.19.3. Common Areas or property (other than a Home) owned by a Neighborhood Association;
- 15.19.4. Any of Las Brisas at Doral exempted from ad valorem taxation by the laws of the State of Florida;
- 15.19.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of Owners.

15.20. Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

15.21. Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

15.22. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

16. Information to Lenders and Owners.

16.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

16.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

16.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

16.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

16.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

16.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

16.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

17. Architectural Control.

17.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Las Brisas at Doral. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

17.2. Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

17.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Las Brisas at Doral. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Las Brisas at Doral by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

17.4. Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING LAS BRISAS AT DORAL. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LAS BRISAS AT DORAL WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

17.5. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

17.6. Power and Duties of the ACC. No improvements shall be constructed on any portion of Las Brisas at Doral, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Las Brisas at Doral, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

17.7. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

17.7.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

17.7.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

17.7.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

17.7.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

17.7.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

17.7.6. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

17.8. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

17.9. Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.

17.10. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

17.11. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

17.11.1. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Las Brisas at Doral shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Las Brisas at Doral shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Las Brisas at Doral and no construction materials shall be stored in Las Brisas at Doral subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Las Brisas at Doral or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways.

17.11.2. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Las Brisas at Doral as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

17.11.3. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Las Brisas at Doral.

17.11.4. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Las Brisas at Doral. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Las Brisas at Doral and each Owner shall include the same therein.

17.12. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Las Brisas at Doral for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration.

17.13. Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections

and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy.

17.14. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

17.15. Certificate. In the event that any Owner fails to comply with the provisions contained herein, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

17.16. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

17.17. Exemption. Notwithstanding anything to the contrary contained herein, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall **not** be subject to the review of the ACC or Association.

17.18. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

18. Owners Liability.

18.1. Right to Cure. Should any Owner do any of the following:

18.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

18.1.2. Cause any damage to any improvement or Common Areas; or

18.1.3. Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

18.1.4. Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

18.1.5. Impede Developer from proceeding with or completing the development of Las Brisas at Doral.

Then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

18.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

18.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

18.2.2. Commence an action to recover damages; and/or

18.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

18.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

18.4. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

18.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Developer and/or Association and/or, where applicable, by Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

18.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein the Rules and Regulations, or other rules and regulations promulgated by the ACC by an Owner or a person acting by, through, or under an Owner, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 and/or Section 718.303(a) of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time, as applicable.

19. Additional Rights of Developer.

19.1. Sales Office and Administrative Offices. For so long as Developer owns any property in Las Brisas at Doral, is affected by this Declaration, or maintains a sales office or administrative office within Las Brisas at Doral, Developer shall have the right to take such action reasonably necessary to transact any

business necessary to consummate the development of Las Brisas at Doral and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Las Brisas at Doral. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Las Brisas at Doral, including Common Areas, employees in the models and offices, maintain offices in the recreational facilities without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

19.2. Modification. The development and marketing of Las Brisas at Doral will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Las Brisas at Doral to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

19.3. Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within Las Brisas at Doral and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Las Brisas at Doral and Homes in advertisements and other media by making reference to Las Brisas at Doral, including, but not limited to, pictures or drawings of Las Brisas at Doral, Common Areas, and Homes constructed in Las Brisas at Doral. All logos, trademarks, and designs used in connection with Las Brisas at Doral are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

19.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Las Brisas at Doral.

19.5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

19.6. Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services; and other purposes over, upon and across Las Brisas at Doral so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of Las Brisas at Doral so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Las Brisas at Doral. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

19.7. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and to recover all costs relating thereto, including attorneys' fees and paraprofessional

fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

19.8. Additional Development. If Developer withdraws portions of Las Brisas at Doral from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

19.9. Representations. Developer makes no representations concerning development both within the boundaries of Las Brisas at Doral including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements in Las Brisas at Doral or adjacent to or near Las Brisas at Doral, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

19.10. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Las Brisas at Doral; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

20. Telecommunication Services.

20.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Las Brisas at Doral. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Las Brisas at Doral as agreed, from time to time, between the Telecommunications Provider and Developer, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Developer and/or Association.

20.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Las Brisas at Doral for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Las Brisas at Doral for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Las Brisas at Doral, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

20.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or

cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations.

20.4. No Amendment. No amendment of this Declaration shall adversely affect the rights of a Telecommunications Provider under this Section 20 without such Telecommunications Provider's prior consent.

21. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LAS BRISAS AT DORAL INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- 21.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LAS BRISAS AT DORAL HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LAS BRISAS AT DORAL AND THE VALUE THEREOF; AND
- 21.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR MIAMI-DADE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND
- 21.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LAS BRISAS AT DORAL (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

22. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION,

ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

23. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.

24. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT LAS BRISAS AT DORAL TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

25. Monitoring System.

25.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for Las Brisas at Doral and/or each Home within Las Brisas at Doral. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Las Brisas at Doral may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, BUILDERS, NEIGHBORHOOD ASSOCIATIONS, AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

25.2. Components. The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. It is anticipated that the gatehouse will not be manned until after the Community Completion Date, at which time Association may elect to man the gatehouse. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or added manned or unmanned gates houses,

information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

25.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Las Brisas at Doral.

25.4. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, or Developer, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer or any Builder for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Las Brisas at Doral or any residential subdivision contained therein. Developer, Builders, the Neighborhood Associations, and Association do not guarantee or warrant, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer, Builders, the Neighborhood Associations, and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer, Builders, Neighborhood Associations, and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

26. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF LAS BRISAS AT DORAL ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LAS BRISAS AT DORAL. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LAS BRISAS AT DORAL, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LAS BRISAS AT DORAL WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF LAS BRISAS AT DORAL HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

27. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

28. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

29. General Provisions.

29.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

29.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

29.3. Execution of Documents. Developer's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Las Brisas at Doral, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Las Brisas at Doral or any portion(s) thereof.

29.4. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

29.5. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

29.6. HUD/VA Provisions. So long as required in connection with HUD and/or VA financing of the purchase of Homes, the following provisions shall supersede other provisions herein to the contrary:

29.6.1. Annexation of additional properties into Las Brisas at Doral, dedication of Common Areas, and amendment of this Declaration so as to materially affect the rights of Owners shall require the approval of HUD and/or VA, as applicable, at any time there is Class B or Class C member.

29.6.2. The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds of the Owners (excluding Developer).

29.6.3. The Common Areas shall be conveyed to Association free and clear of all encumbrances before HUD and/or VA insures the first mortgage in Las Brisas at Doral.

29.6.4. At any time Class B or Class C membership exists, such Class B or Class C shall cease and convert to Class A membership upon the earlier of the following:

29.6.4.1. 90% of the Homes are deeded to Owners; or

29.6.4.2. December 31, 2003.

29.6.5. In addition to any other requirements for amendments set forth herein, the approval of 2/3 of the Owners shall be required to amend this Declaration in any manner which materially affects the rights of the Owners. For the purpose of this subsection only, Developer shall be considered an Owner of a Home with respect to each Parcel owned by it within Las Brisas at Doral.

29.7. Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the following documents (collectively, the "Title Documents"):

29.7.1. Declaration of Restrictions filed January 17, 1997, in Official Records Books 17499, at Page 479.

- 29.7.2. Declaration of Restrictions filed April 9, 1998, in Official Records Books 18053, at Page 4070.
- 29.7.3. Agreement for Water and Sanitary Sewage Facilities files April 24, 1998, in Official Records Book 18075, at Page 1941.
- 29.7.4. Resolution and Ordinance establishing the SHIRTEE ONE & TWO Street Lighting Special Taxing District filed in Official Records Book 18217, at Page 477, and Official Records Book 18217, at Page 4353.
- 29.7.5. Covenant for private sanitary sewage system filed May 14, 1998, in Official Records Book 18104, at Page 154.
- 29.7.6. Right-of-Way Deed to Dade County conveying title for canal purposes filed May 22, 1998, in Official Records Book 18115, at Page 2028.
- 29.7.7. Easement to Miami-Dade County for canal maintenance filed May 22, 1998, in Official Records Book 18115, at Page 2034.
- 29.7.8. Right-of-Way Deed to Dade County conveying title for canal purposes filed May 22, 1998, in Official Records Book 18115, at Page 2040.
- 29.7.9. Easement to Miami-Dade County for canal maintenance filed May 22, 1998, in Official Records Book 18115, at Page 2044.
- 29.7.10. Covenants, conditions, easements, reservations, restrictions, and all matters appearing on the plat of Doral Northwest Condos, as filed in Plat Book 153, at Page 32, of the Public Records of Miami-Dade County, Florida.
- 29.7.11. Covenants, conditions, easements, reservations, restrictions, liens, easements, private charges or assessments, terms and other provisions of the Declaration of Covenants, Restrictions and Easements for Cove at the Landings Lake, dated August 29, 1997, and filed in Official Records Book 18211, at Page 954, as modified by Supplemental Declarations annexing Additional Neighborhood Property, filed in Official Records Book 18229, at Page 4123, and in Official Records Book 18229, at Page 4130.
- 29.7.12. Declaration of Restrictions in Lieu of Unity of Title Recorded in Official Records Book 18104, at Page 149, recorded August 12, 1998, in Official Records Book 18229, at Page 4104.
- 29.7.13. Easement and Operating Agreement recorded August 12, 1998, in Official Records Book 18229, at Page 4114.
- 29.7.14. The West 25 feet of the South 330 feet of the property is subject to Canal Reservations as set forth in Deed Book 230, at page 429, which were partially released by Release of Reservations filed in Official Records Book 18212, at Page 1484.
- 29.7.15. Memorandum of Agreement filed in Official Records Book 18242, at Page 4982.
- 29.7.16. Declaration of Covenant regarding SHIRTEE ONE & TWO Street Lighting Special Taxing District filed in Official Records Book 18239, at Page 644.

NOTE: ALL DOCUMENTS WERE RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Developer's plan of development for Las Brisas at Doral may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the

Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 16 day of March, 1999.

WITNESSES:

[Signature]
Print Name: Adela Gonzalez

[Signature]
Print Name: JOSE ALFREDO LEZCANO

BRIGHTON AT DORAL, L.C.,
a Florida limited liability company

By: E.P.I. REALTY, INC., a
Florida corporation, its
manager

By: [Signature]
Name: Louis O. Gonzalez
Title: President



WITNESSES:

[Signature]
Print Name: TERI GUMER SONN

[Signature]
Print Name: NOAMAN LEOPOLD

DORAL 58TH STREET
CORPORATION, a Florida corporation

By: [Signature]
Name: MIGUEL LATIENVA
Title: PRESIDENT



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

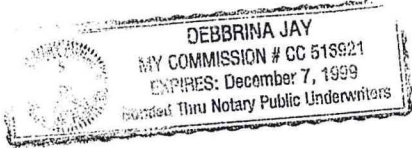
The foregoing instrument was acknowledged before me this 16 day of March, 1999 by Louis O. Gonzalez, as President of E.P.I. Realty, Inc., a Florida corporation, as Manager of Brighton at Doral, L.C., a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

Debbi Jay

NOTARY PUBLIC, State of Florida
at Large

Print name: Debbirina Jay



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

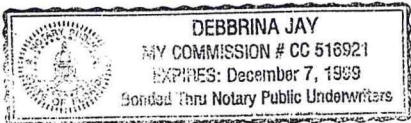
The foregoing instrument was acknowledged before me this 16 day of March, 1999 by Michael Lattner as President of DORAL 58TH STREET CORPORATION, a Florida corporation, who is personally known to me or who produced Fla. driver's license as identification, on behalf of the corporation.

My commission expires:

Debbi Jay

NOTARY PUBLIC, State of Florida
at Large

Print name: Debbirina Jay



JOINDER

LAS BRISAS AT DORAL COMMUNITY

LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC. ("Association") does hereby join in the Declaration of Restrictions and Covenants for Las Brisas at Doral Community ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only, and is not a condition to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this * 16 * day of March, 1999.

WITNESSES:

LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Adelslomisky
 Print Name: Adela Gonzalez
Jose Alfredo Lezcano
 Print Name: JOSE ALFREDO LEZCANO

By: [Signature]
 Name: Michael Rabin
 Title: VICE-PRESIDENT

{SEAL}

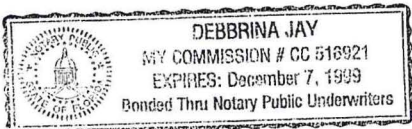
STATE OF FLORIDA)
) SS.:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of *March*, 1999 by Michael Rabin as VICE PRESIDENT of LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

[Signature]
 NOTARY PUBLIC, State of Florida
 at Large

Print name: Debbirina Jay





Lowe Enterprises Residential Advisors

145 S. State College Boulevard, Suite 115
Brea, California 92821
Telephone: (714) 671-2133
FAX: (714) 671-0752

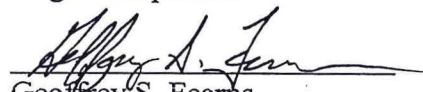
**CONSENT TO
DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LAS BRISAS AT DORAL COMMUNITY**

LOWE ENTERPRISES RESIDENTIAL PARTNERS, a California limited partnership ("Lowe"), the holder of a mortgage ("Mortgage") recorded in Official Records Book 18298, Page 3753, Public Records of Miami-Dade County, Florida, which encumbers the Land described in Exhibit 1, does hereby Consent to the Declaration of Restrictions and Covenants for Las Brisas at Doral Community, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon Lowe and its successors and assigns.

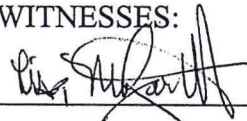

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 19th day of February, 1999.

LOWE ENTERPRISES RESIDENTIAL PARTNERS,
a California limited partnership

By: Lowe Enterprises Investment Management, Inc.
its general partner

By: 
Geoffrey S. Fearn
Senior Vice President

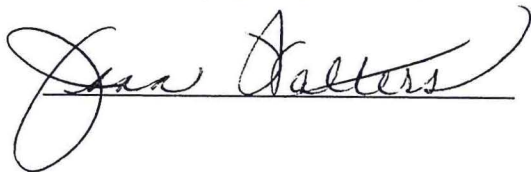
WITNESSES:

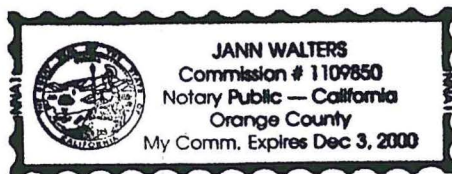

Lisa M. Gartland

Kevin M. McBreen

STATE OF CALIFORNIA
COUNTY OF ORANGE

On February 19, 1999 before me, Jann Walters, Notary Public, personally appeared Geoffrey S. Fearn, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





A Lowe Enterprises Company

450F97

EXHIBIT 1

LEGAL DESCRIPTION - BRIGHTON PARCEL

COMMUNITY EXHIBITS

Exhibit 1

"Brighton Parcel"

LEGAL DESCRIPTION:

Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Dade County, Florida.

Less:

A portion of Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at Northeast Corner of said Tract "A" of "Doral Northwest Condos", thence S 01 deg 43min 22 sec E along the East Line of said Tract "A" for a distance of 45.96 feet, thence S 88deg 16min 38sec W for a distance of 25.00 feet to the point of intersection with the West Line of the East 25.00 feet of said Tract "A" of "Doral Northwest Condos" and the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence S 01deg 43min 22sec E along said West Line for a distance of 250.39 feet; thence S 88deg 16min 38sec W for a distance of 66.13 feet; thence S 43deg 55min 27sec W for a distance of 5.42 feet to the point of intersection with the South Line of the North 302.20 feet of said Tract "A" of "Doral Northwest Condos" thence S 89deg 34min 15sec W along said South Line for a distance of 81.10 feet; thence S 00deg 25min 45sec E for a distance of 27.34 feet to the point of intersection with the South Line of the North 329.54 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 32.78 feet; thence S 44deg 34min 15sec W for a distance of 23.62 feet to the point of intersection with the South Line of the North 346.24 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W for a distance of 195.15 feet; thence N 00deg 25min 45sec W for a distance of 7.58 feet to the point of intersection with the South Line of the North 338.66 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 67.78 feet; thence N 00deg 25min 45sec W for a distance of 16.02 feet to the point of intersection with the South Line of the North 322.64 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 50.83 feet; thence N 00deg 25min 45sec W for a distance of 171.32 feet to the point of intersection with the South Line of the North 151.32 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 45.93 feet; thence N 00deg 25min 45sec W for a distance of 7.03 feet to the point of intersection with the South Line of the North 144.29 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 138.47 feet; thence S 00deg 25min 45sec E for a distance of 43.70 feet to the point of intersection with the South Line of the North 187.99 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 70.70 feet; thence S 00deg 25min 45sec E for a distance of 30.67 feet to the point of intersection with the South Line of the North 218.66 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 2.92 feet; thence S 00deg 25min 45sec E for a distance of 63.27 feet to the point of intersection with the South Line of the North 281.93 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 121.23 feet; thence N 00deg 25min 45sec W for a distance of 5.05 feet to the point of intersection with the South Line of the North 276.88 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 67.00 feet; thence S 00deg 25min 45sec E for a distance of 3.42 feet; thence S 89deg 34min 15sec W for a distance of 23.00 feet; thence S 00deg 25min 45sec E for a distance of 7.04 feet to the point of curvature of a circular curve, concave to the West and having a Radius of 360.00 feet; thence Southerly along the arc of said curve to the right through a central angle of 00deg 26min 05sec, for an arc distance of 2.73 feet; thence S 88deg 15min 06sec W for a distance of 173.11 feet; thence N 46deg 44min 54sec W for a distance of 23.90 feet to the point of intersection with the East Line of the West 50.00 feet of said Tract "A" of "Doral Northwest Condos"; thence N 01deg 44min 54sec W along said parallel Line for a distance of 199.67 feet; thence N 43deg 15min 06sec E for a distance of 23.90 feet; thence N 88deg 15min 06sec E for a distance of 129.36 feet; thence N 00deg 25min 45sec W for a distance of 14.24 feet; thence N 89deg 34min 15sec E for a distance of 112.23 feet; thence S 45deg 25min 45sec E for a distance of 23.90 feet to the point of intersection with the South Line of the North 60.33 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South Line for a distance of 10.00 feet; thence N 00deg 25min 45sec W for a distance of 13.43 feet; thence N 44deg 34min 15sec E for a distance of 23.90 feet to the point of intersection with the South Line of the North 30.00 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said parallel line for a distance of 853.67 feet; thence S 46deg 43min 22sec E for a distance of 23.90 feet to the point of intersection with the West Line of the East 25.00 feet of said Tract "A" of "Doral Northwest Condos" and the POINT OF BEGINNING.

Less:

A portion of Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at Northeast Corner of said Tract "A" of "Doral Northwest Condos", thence S 01 deg 43min 22 sec E along the East Line of said Tract "A" also being the West Right of Way Line of N.W. 114th Avenue (P.B. 153, PG. 32.) for a distance of 537.23 feet; thence S 88deg 16min 38sec W for a distance of 173.04 feet to the POINT OF BEGINNING of the Parcel of Land hereinafter to be described; thence S 00deg 25min 45sec E for a distance of 58.67 feet to the point of intersection with the North Line of the South 20.00 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said North parallel line for a distance of 490.18 feet; thence N 45deg 25min 45sec W for a distance of 18.52 feet; thence N 00deg 25min 45sec W for a distance of 137.24 feet to the point of intersection with the North Line of the South 170.33 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 30.77 feet; thence N 00deg 25min 45sec W for a distance of 71.80 feet to the point of intersection with the North Line of the

Exhibit 1 - Brighton Parcel

" Las Brisas at Doral " - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 1 - Brighton Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	N.A.
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 1
			of 10 SHEETS

480F95

EXHIBIT 1 - BRIGHTON PARCEL.DWG 10-2-98 2:26:53 PM EST

OFF REC 18530 Pg 2538

South 242.13 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 110.50 feet; thence S 00deg 25min 45sec E for a distance of 18.00 feet to the point of intersection with the North Line of the South 224.13 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 39.58 feet; thence S 00deg 25min 45sec E for a distance of 6.90 feet to the point of intersection with the North Line of the South 217.23 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 70.10 feet; thence S 00deg 25min 45sec E for a distance of 11.56 feet to the point of intersection with the North Line of the South 205.67 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 139.17 feet; thence S 00deg 25min 45sec E for a distance of 119.00 feet; thence S 45deg 25min 45sec E for a distance of 11.31 feet to the point of intersection with the North Line of the South 78.67 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 105.17 feet to the POINT OF BEGINNING.

Together with:

A portion of Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Dade County, Florida, being more particularly described as follows: Commence at Northeast Corner of said Tract "A" of "Doral Northwest Condos", thence S 01 deg 43min 22 sec E along the East Line of said Tract "A" for a distance of 303.45 feet to the POINT OF BEGINNING of the Parcel of Land hereinafter to be described; thence continue S 01deg 43min 22sec E along said Tract Line, also being the West Right of Way Line of N.W. 114th Avenue (P.B. 153, PG. 32.) for a distance of 94.34 feet to the point of intersection with a non-tangent circular curve, said point bears N 45deg 05min 38sec E from the center of said circular curve, thence Northwestwardly and Westwardly along the arc of said circular curve to the left, concave to the Southwest, having a Radius of 48.00 feet and a central angle of 45deg 38min 59sec for an arc distance of 38.24 feet to the point of tangency; thence S 89deg 26min 39sec W for a distance of 49.35 feet to the point of curvature of a circular curve, being concave to the North and having a Radius of 300.50 feet; thence Westwardly along the arc of said curve to the Right through a central angle of 08deg 08min 00sec, for an arc distance of 42.66 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 189.50 feet; thence Westwardly along the arc of said circular curve to the Left through a central angle of 23deg 20min 19sec, for an arc distance of 77.19 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 512.50 feet; thence Westwardly along the arc of said curve to the Right through a central angle of 03deg 28min 44sec, for an arc distance of 31.12 feet to the point of Reverse Curvature of a circular curve, concave to the Southeast and having a Radius of 9.50 feet; thence Westwardly, Southwestwardly and Southerly along the arc of said curve to the left through a central angle of 78deg 08min 50sec, for an arc distance of 12.96 feet; thence S 73deg 00min 19sec W for a distance of 25.56 feet to the point of intersection with a non-tangent circular curve, said point bears N 89deg 34min 15sec E from the center of said circular curve; thence Northerly, Northwestwardly and Westwardly along the arc of said circular curve to the left, concave to the Southwest having a Radius of 10.00 feet and a central angle of 96deg 57min 22sec, for an arc distance of 16.92 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 512.00 feet; thence Westwardly along the arc of said circular curve to the Right through a central angle of 17deg 39min 20sec, for an arc distance of 157.77 feet to the point of reverse curvature of a circular curve, concave to the Southeast and having a Radius of 10.00 feet; thence Westwardly, Southwestwardly and Southerly along the arc of said curve to the left through a central angle of 91deg 21min 13sec, for an arc distance of 15.94 feet to the point of intersection with the North Line of the South 217.23 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said North parallel line for a distance of 24.17 feet; thence N 00deg 25min 45sec W for a distance of 9.61 feet to the point of curvature of a circular curve, concave to the Southwest and having a Radius of 10.00 feet; thence Northerly and Northwestwardly along the arc of said curve to the left through a central angle of 75deg 17min 35sec, for an arc distance of 13.14 feet to the Point of Tangency; thence N 75deg 43min 20sec W for a distance of 54.55 feet to the point of curvature of a circular curve, being concave to the Northeast and having a Radius of 1512.00 feet; thence Westwardly along the arc of said curve to the Right through a central angle of 00deg 41min 29sec, for an arc distance of 18.25 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 150.00 feet; thence Westwardly along the arc of said curve to the left through a central angle of 12deg 38min 44sec, for an arc distance of 33.11 feet to the Point of Tangency; thence N 87deg 40min 35sec W for a distance of 49.85 feet to the point of curvature of a circular curve, being concave to the South and having a Radius of 40.00 feet; thence Westwardly along the arc of said curve to the Left, through a central angle of 31deg 53min 37sec, for an arc distance of 22.27 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 54.00 feet; thence Southwestwardly, Westwardly and Northwestwardly along the arc of said curve to the Right, through a central angle of 83deg 44min 27sec, for an arc distance of 78.92 feet to the point of reverse curvature of a circular curve, concave to the Southwest and having a Radius of 40.00 feet; thence Northwestwardly and Westwardly along the arc of said curve to the Left through a central angle of 55deg 40min 38sec, for an arc distance of 38.87 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 412.00 feet; thence Westwardly along the arc of said curve to the Right through a central angle of 03deg 46min 13sec, for an arc distance of 27.11 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 1138.58 feet; thence Westwardly along the arc of said curve to the Left through a central angle of 06deg 41min 12sec, for an arc distance of 132.88 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 762.00 feet; thence Westwardly along the arc of said curve to the Right through a central angle of 03deg 59min 37sec, for an arc distance of 53.11 feet to the Point of Tangency and the point of intersection with the North Line of the South 286.43 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said North parallel line for a distance of 33.49 feet to the point of intersection with a non-tangent circular curve, said point bears N 89deg 56min 19sec W from the center of said circular curve; thence Northerly along the arc of said curve to the Right, concave to the East, having a Radius of 382.92 feet and a central angle of 03deg 25min 17sec, for an arc distance of 22.87 feet to the point of reverse curvature of a circular curve, concave to the West and having a Radius of 338.00 feet; thence Northerly along the arc of said curve to the Left, through a central angle of 03deg 21min 47sec, for an arc distance of 19.84 feet; thence N 88deg 15min 06sec E for a distance of 22.01 feet to the point of intersection with a non-tangent circular curve, said point bears S 89deg 59min 40sec E from the center of said circular curve; thence Southerly along the arc of said circular curve to the Right, concave to the West, having a Radius of 360.00 feet and a central angle of 01deg 24min 33sec, for an arc distance of 8.85 feet to the point of reverse curvature of a circular curve, concave to the Northeast and having a Radius of 10.00 feet; thence Southerly, Southeastwardly and Easterly along the arc of said curve to the Left, through a central angle of 91deg 50min 39sec, for an arc distance of 16.03 feet to the Point of Tangency and the point of intersection with the South Line of the North 309.24 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel line for a distance of 33.49 feet to the Point of Curvature of a circular curve, being concave to the North and having a Radius of 738.00 feet; thence Easterly along the arc of said curve to the Left through a central angle of 03deg 59min 37sec, for an arc distance of 51.44 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 1162.58 feet; thence Easterly along the arc of said curve to the Right through a central angle of 05deg 14min 35sec, for an arc distance of 106.39 feet to the point of reverse curvature of a circular curve, concave to the Northwest and having a Radius of 10.00 feet; thence Easterly, Northeastwardly and Northerly along the arc of said curve to the Left, through a central angle of 91deg 14min 58sec, for an arc distance of 15.93 feet to the point of tangency; thence N 00deg 25min 45sec W for a distance of 55.41 feet to the point of intersection with the South Line of the North 239.50 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel line for a distance of 16.62 feet to the point of curvature of a circular curve, being concave to the Northwest and having a Radius of 12.00 feet; thence Easterly, Northeastwardly and Northerly along the arc of said circular curve to the Left through a central angle of 90deg 00min 00sec, for an arc distance of 18.85 feet to the Point of Tangency; thence N 00deg 25min 45sec W for a distance of 39.50 feet to the point of intersection with the South Line of the North 187.99 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel line for a distance of 22.00 feet; thence S 00deg 25min 45sec E for a distance of 73.50 feet to the point of intersection with the South Line of the North 261.50 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South parallel line for a distance of 23.62 feet to the point of curvature of a circular curve, being concave to the Southeast and having a Radius of 5.00 feet; thence Westwardly, Southwestwardly and Southerly along the arc of said circular curve to the Left, through a central angle of 90deg 00min 00sec, for an arc distance of 7.85 feet to the Point of Tangency; thence S 00deg 25min 45sec E for a distance of 29.81 feet to the Point of Curvature of a circular curve, being concave to the Northeast and having a Radius of 10.00 feet; thence Southerly, Southeastwardly and Easterly along the arc of said circular curve to the Left, through a central angle of 89deg 11min 55sec, for an arc distance of 15.57 feet to the point of Compound Curvature of a circular curve, being concave to the North and having a Radius of 388.00 feet; thence Easterly along the arc of said circular curve to the Left, through a central angle of 02deg 06min 45sec, for an arc distance of 14.31 feet to the Point of Compound Curvature of a circular curve, being concave to the Northwest and having a Radius of 35.00 feet; thence Easterly and Northeastwardly along the arc of said circular curve to the Left, through a central angle of 58deg 38min 39sec, for an arc distance of 35.82 feet to the Point of Reverse Curvature of a circular curve, being concave to the South and having a Radius of 54.00 feet; thence Northeastwardly, Easterly and Southeastwardly along the arc of said circular curve to the Right, through a central angle of 129deg 24min 17sec, for an arc distance of 121.96 feet to the point of Reverse Curvature of a circular curve, being concave to the Northeast and having a Radius of 40.00 feet; thence Southeastwardly along the arc of said circular curve to the Left, through a central angle of 47deg 53min 37sec, for an arc distance of 33.44 feet to the Point of Tangency; thence S 68deg 52min 23sec E for a distance of 35.04 feet to the Point of Curvature of a circular curve, being concave to the Northeast and having a Radius of 175.00 feet; thence Southeastwardly along the arc of said circular curve to the Left, through a central angle of 05deg 34min 48sec, for an arc distance of 17.04 feet to the Point of Compound Curvature of a circular curve, being concave to the Northeast and having a Radius of 1488.00 feet; thence Southeastwardly along the arc of said circular curve to the Left, through a central angle of 01deg 16min 09sec, for an arc distance of 32.96 feet to the Point of Tangency; thence S 75deg 43min 20sec E for a distance of 50.23 feet to the Point of

Exhibit 1 - Brighton Parcel

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 1 - Brighton Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	N.A.
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 2
			OF 10 SHEETS

49 of 95

EXHIBIT 1 - BRIGHTON PARCEL.DWG 10-2-98 2:26:53 PM EST

Curvature of a circular curve, being concave to the Northwest and having a Radius of 10.00 feet; thence Southeasterly, Northeasterly and Northerly along the arc of said circular curve to the Left; through a central angle of 99deg 18min 14sec, for an arc distance of 17.33 feet to the Point of Compound Curvature of a circular curve, being concave to the West and having a Radius of 199.00 feet; thence Northerly along the arc of said circular curve to the Left, through a central angle of 03deg 35min 31sec, for an arc distance of 12.48 feet to the point of intersection with the South Line of the North 338.66 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel line for a distance of 22.01 feet to the point of intersection with a non-tangent circular curve, said point bears S 88deg 47min 54sec E from the center of the curve; thence Southerly along the arc of said circular curve to the Right, concave to the West, having a Radius of 221.00 feet and a central angle of 05deg 15min 00sec for an arc distance of 20.25 feet to the point of Reverse Curvature of a circular curve, concave to the Northeast and having a Radius of 10.00 feet; thence Southerly and Southeasterly along the arc of said circular curve to the Left, through a central angle of 85deg 41min 20sec, for an arc distance of 14.96 feet to the point of Compound Curvature of a circular curve, being concave to the North and having a Radius of 488.00 feet; thence Easterly along the arc of said circular curve to the Left; through a central angle of 22deg 51min 31sec, for an arc distance of 194.69 feet to the point of Compound Curvature of a circular curve, being concave to the Northwest and having a Radius of 147.00 feet; thence Northeasterly along the arc of said circular curve to the Left; through a central angle of 12deg 28min 59sec, for an arc distance of 32.03 feet to the point of Compound Curvature of a circular curve, being concave to the Northwest and having a Radius of 15.00 feet; thence Northeasterly and Northerly along the arc of said circular curve to the Left; through a central angle of 65deg 51min 01sec, for an arc distance of 17.24 feet to the Point of Tangency; thence N 00deg 25min 45sec W for a distance of 16.00 feet to the point of intersection with the South Line of the North 329.54 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel Line for a distance of 22.50 feet to the point of intersection with a non-tangent circular curve, said point bears S 89deg 34min 15sec W from the center of the curve; thence Southerly, Southeasterly and Northeasterly along the arc of said circular curve to the Left, concave to the Northeast, having a Radius of 9.50 feet and a central angle of 110deg 31min 00sec, for an arc distance of 18.32 feet to the point of Reverse Curvature of a circular curve being concave to the Southeast and having a Radius of 300.50 feet; thence Northeasterly and Easterly along the arc of said circular curve to the Right; through a central angle of 20deg 23min 24sec, for an arc distance of 106.94 feet to the point of Tangency; thence N 89deg 26min 39sec E for a distance of 22.54 feet to the point of Curvature of a circular curve, being concave to the Northwest and having a Radius of 48.00 feet; thence Easterly and Northeasterly along the arc of said circular curve; through a central angle of 47deg 59min 00sec, for an arc distance of 40.20 feet to the point of intersection with the East Line of said Tract "A" of "Doral Northwest Condos" also being the West Right of Way Line of N.W. 114th Avenue, and the POINT OF BEGINNING. Containing 1.0274 Acres more or less.

Together with:

A portion of Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at Northeast Corner of said Tract "A" of said Plat of "Doral Northwest Condos", thence S 01deg 43min 22 sec E along the East Line of said Tract "A" for a distance of 45.96 feet, thence S 88deg 16min 38sec W for a distance of 25.00 feet to the point of intersection with the West Line of the East 25.00 feet of said Tract "A" of "Doral Northwest Condos"; thence S 01deg 43min 22sec E along said West Line for a distance of 250.39 feet; thence S 88deg 16min 38sec W for a distance of 66.13 feet; thence S 43deg 55min 27sec W for a distance of 5.42 feet to the point of intersection with the South Line of the North 302.20 feet of said Tract "A" of "Doral Northwest Condos" thence S 89deg 34min 15sec W along said South Line for a distance of 81.10 feet; thence S 00deg 25min 45sec E for a distance of 27.34 feet to the point of intersection with the South Line of the North 329.54 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 32.78 feet; thence S 44deg 34min 15sec W for a distance of 23.62 feet to the point of intersection with the South Line of the North 346.24 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 195.15 feet; thence N 00deg 25min 45sec W for a distance of 7.58 feet to the point of intersection with the South Line of the North 338.66 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 67.78 feet; thence N 00deg 25min 45sec W for a distance of 16.02 feet to the point of intersection with the South Line of the North 322.64 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 50.83 feet to the POINT OF BEGINNING of the Parcel of Land hereinafter to be described; thence N 00deg 25min 45sec W for a distance of 171.32 feet to the point of intersection with the South Line of the North 151.32 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 45.93 feet; thence N 00deg 25min 45sec W for a distance of 7.03 feet to the point of intersection with the South Line of the North 144.29 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 138.47 feet; thence S 00deg 25min 45sec E for a distance of 117.21 feet to the point of intersection with the South Line of the North 261.50 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 23.00 feet; thence S 00deg 25min 45sec E for a distance of 44.36 feet to the point of intersection with a non-tangent circular curve, said point bears S 09deg 04min 05sec E from the center of the following described curve; thence Northeasterly along the arc of said circular curve to the Left, concave to the Northwest, having a Radius of 35.00 feet and a central angle 51deg 18min 59sec for an arc distance of 31.35 feet to the point of Reverse Curvature of a circular curve, being concave to the South and having a Radius of 54.00 feet; thence Northeasterly, Easterly and Southeasterly along the arc of said circular curve to the Right, through a central angle of 129deg 24min 17sec, for an arc distance of 121.96 feet to the point of Reverse Curvature of a circular curve, being concave to the Northeast and having a Radius of 40.00 feet; thence Southeasterly along the arc of said circular curve to the Left, through a central angle of 47deg 53min 37sec, for an arc distance of 33.44 feet to the Point of Tangency; thence S 68deg 52min 23sec E for a distance of 35.04 feet to the Point of Curvature of a circular curve, being concave to the Northeast and having a Radius of 175.00 feet; thence Southeasterly along the arc of said circular curve to the Left; through a central angle of 05deg 34min 48sec, for an arc distance of 17.04 feet to the Point of Compound Curvature of a circular curve, being concave to the Northeast and having a Radius of 1488.00 feet; thence Southeasterly along the arc of said circular curve to the Left; through a central angle of 00deg 32min 36sec, for an arc distance of 14.11 feet; thence N 00deg 25min 45sec W for a distance of 19.55 feet to the point of intersection with the South Line of the North 322.64 feet of said Tract "A" of "Doral Northwest Condos" and the POINT OF BEGINNING.

Exhibit 1 - Brighton Parcel

"Las Brisas at Doral" - Community Exhibits

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 FAX (305) 470-2805

TYPE OF PROJECT: Condominium Exhibits	
SHEET NAME: Exhibit 1 - Brighton Parcel	
CLIENT: Brighton Homes, Inc.	
DESIGNED BY: O.A.	DATE: 9-21-98
DRAWN BY: JMM	SCALE: N.A.
CHECKED BY:	PROJECT NO: 98-023
SHEET: 3	
OF 10 SHEETS	

EXHIBIT 1 - BRIGHTON PARCELING 10-2-98 2:06:55 PM EST

NOTES:

01. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
02. THIS DRAWING IS THE PROPERTY OF FORD, ARMENTEROS AND MANUCY, INC., CERTIFICATE OF AUTHORIZATION NUMBER LB. 6557 AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS OF WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.
05. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

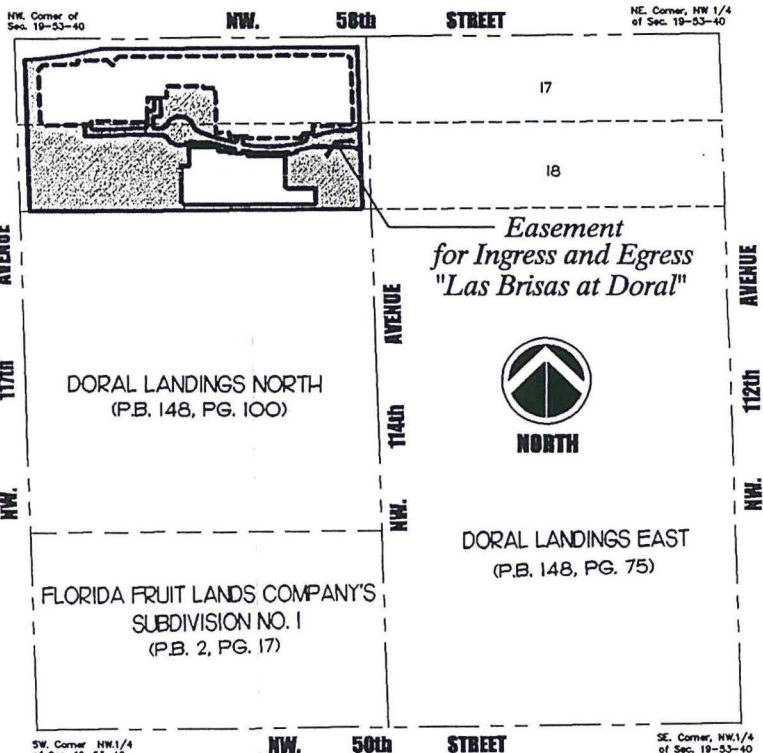
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G7-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

OMAR ARMENTEROS
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 3679

DATE OF LAST FIELD WORK: NOT A SURVEY

LEGEND		
ABBREVIATION	SYMBOL	DEFINITION
B.M.	⊕	Bench Mark
C.B.S.	■	Concrete Block Structure
C.B.	■	Catch Basin
Comp.	■	Computed
Conc.	■	Concrete
Clr.	—	Clear
C.L.F.	—	Chain Linked Fence
C/L	—	Centerline
D.M.E.	—	Drainage/Maintenance Easement
Elev.	—	Elevation
Ench.	—	Encroachment
F.H.	⊕	Fire Hydrant
Fig.	⊕	Figured
F.L.	—	Fractional Line
Fnd.	—	Found
G.V.	⊕	Gas Valve
Gr.	—	Ground
I.P.	—	Iron Pipe
L.A. R/W	—	Limited Access R/W
L.P.	⊕	Street Light Pole
Meas.	—	Measured
D.M.H.	⊕	Drainage Manhole
M/L	—	Monument Line
N & D	—	Nail & Disc
O/L	—	On Line
P.C.	—	Point of Curvature
P.C.P.	—	Permanent Control Point
P/L	—	Property Line
P.R.M.	⊕	Permanent Reference Monument
P.P.	—	Power Pole
P.B.	—	Plat Book
Pg.	—	Page
P.O.B.	—	Point of Beginning
P.O.C.	—	Point of Commencement
P.T.	—	Point of Tangency
P.R.C.	—	Point of Reverse Curvature
Rec.	—	Recorded
RGE	—	Range
R/W	—	Right of Way Line
SEC.	—	Section
SEC. LINE	—	Section Line
STY.	—	Story
S.S.M.	⊕	Sanitary Sewer Manhole
S.C.	—	Section Corner
S.V.	—	Sewer Valve
Swk.	—	Sidewalk
T.P.	—	Telephone Pole
T-P.P.	—	Telephone and Power Pole
TWP.	—	Township
T.S.	—	Traffic Signal
U.E.	—	Utility Easement
W.Fence	—	Wood Fence
W.M.	—	Water Meter
W.V.	—	Water Valve
Well	—	Well



LOCATION MAP

NW. 1/4 OF SEC. 19-53-40. N.T.S.

Exhibit 1 - Brighton Parcel

" Las Brisas at Doral " - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 1 - Brighton Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	N.A.
CHECKED BY:		PROJECT NO:	98-023

SHEET: 4 OF 10 SHEETS

510F95

N.E. Corner
N.W. 1/4,
N.W. 1/4,
Section 19-53-40

East Line of the West 1/2,
of the N.W. 1/4,
of Section 19-53-40

Northeast corner
Tract "A"
"Doral Northwest Condos"
(P.B. 153, PG. 32.)



Street

58th

N.W.

**Exhibit 1 - Brighton Parcel
Location Map**

North Line of N.W. 1/4, Section 19-53-40

40' Canal Right of Way

South Right of Way Line of N.W. 58th St.

RECREATION AREA

Ingress and Egress Easement

Brighton Parcel

Brighton Parcel

SOUTH LINE TRACT "A"
"DORAL NORTHWEST CONDOS"
(P.B. 153, PG. 32.)

Tract "A"
"Venetian Lakes"
(P.B. 151, PG. 79.)

25' Canal Minimum easement
"DORAL NORTHWEST CONDOS"
(P.B. 153, PG. 32.)

West Line Tract "A"
"Doral Northwest Condos"
(P.B. 153, PG. 32.)

N.W.

117th

Avenue

"Las Brisas at Doral" - Community Exhibits

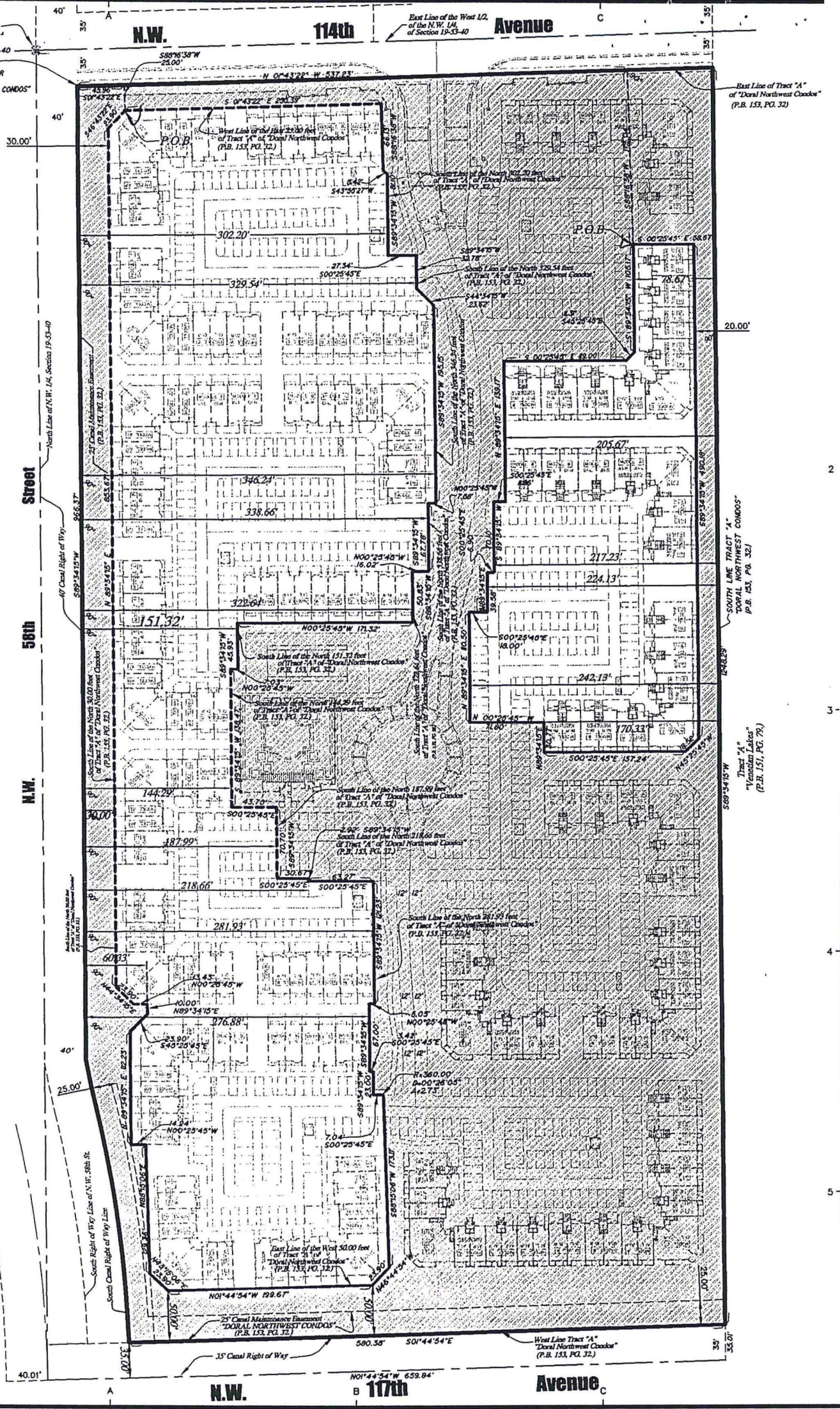
FORD, ARMENTEROS & MANUCY, INC.

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CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 120'
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 5
			OF 10 SHEETS



Exhibit 1 - Brighton Parcel



"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 1 - Brighton Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 80'
CHECKED BY:		PROJECT NO:	98-023

SHEET: **6**

OF 10 SHEETS

53 of 95



GRAPHIC SCALE



OFF REC 18530 PG 2543

(IN FEET)
1 inch = 100 ft.

N.E. CORNER
N.W. 1/4,
N.W. 1/4,
SECTION 19-53-40

N.W.

East Line of the West 1/2,
of the N.W. 1/4,
of Section 19-53-40

114th

Avenue

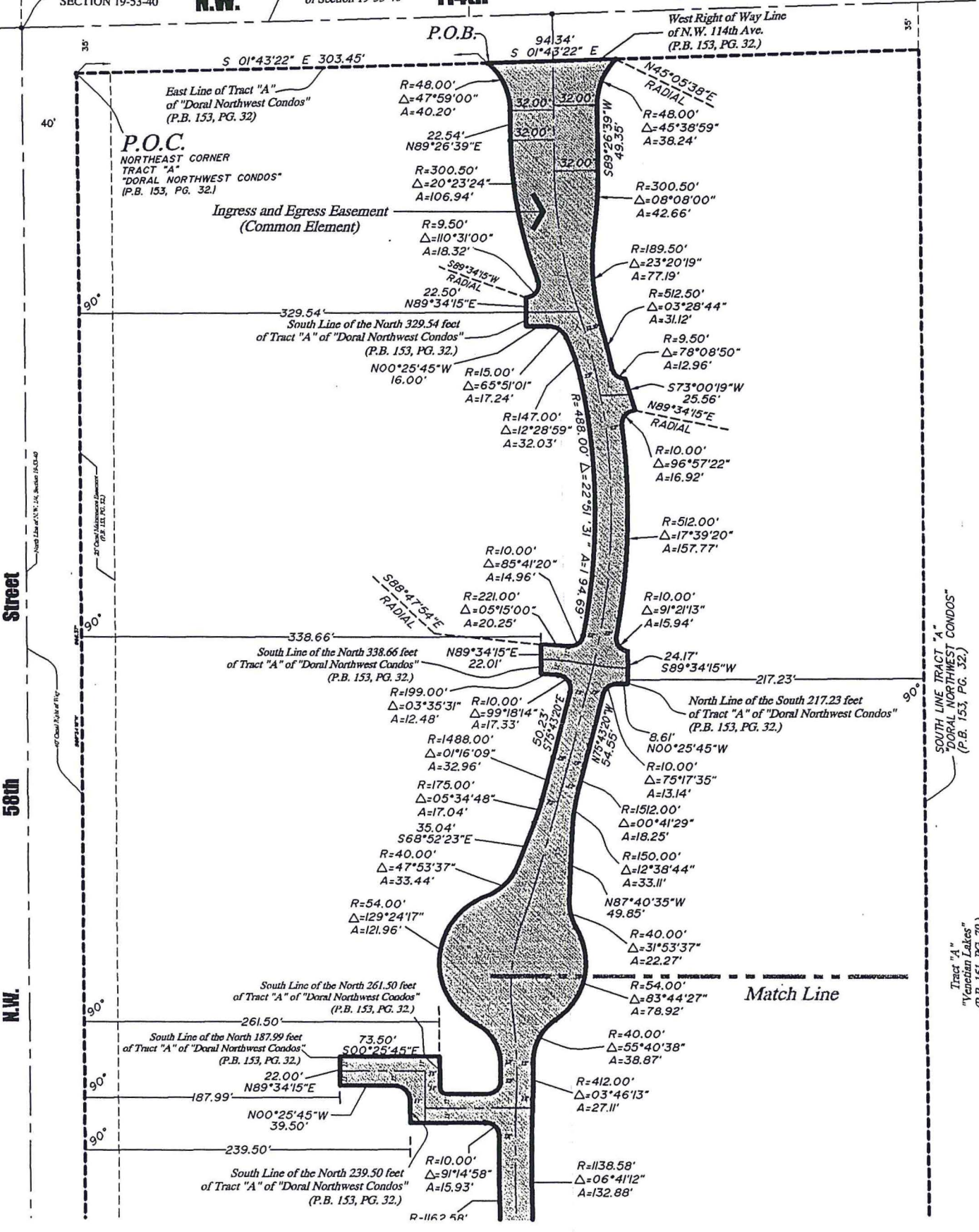


Exhibit 1 - Brighton Parcel

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 1 - Brighton Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 80'
CHECKED BY:		PROJECT NO:	98-023

SHEET: 7

OF 10 SHEETS

54 of 95

EXHIBIT 1 - BRIGHTON PARCEL.DWG 10-2-98 2:26:53 PM EST



GRAPHIC SCALE

OFF REC 8530 PG 2544



(IN FEET)
1 inch = 80 ft.

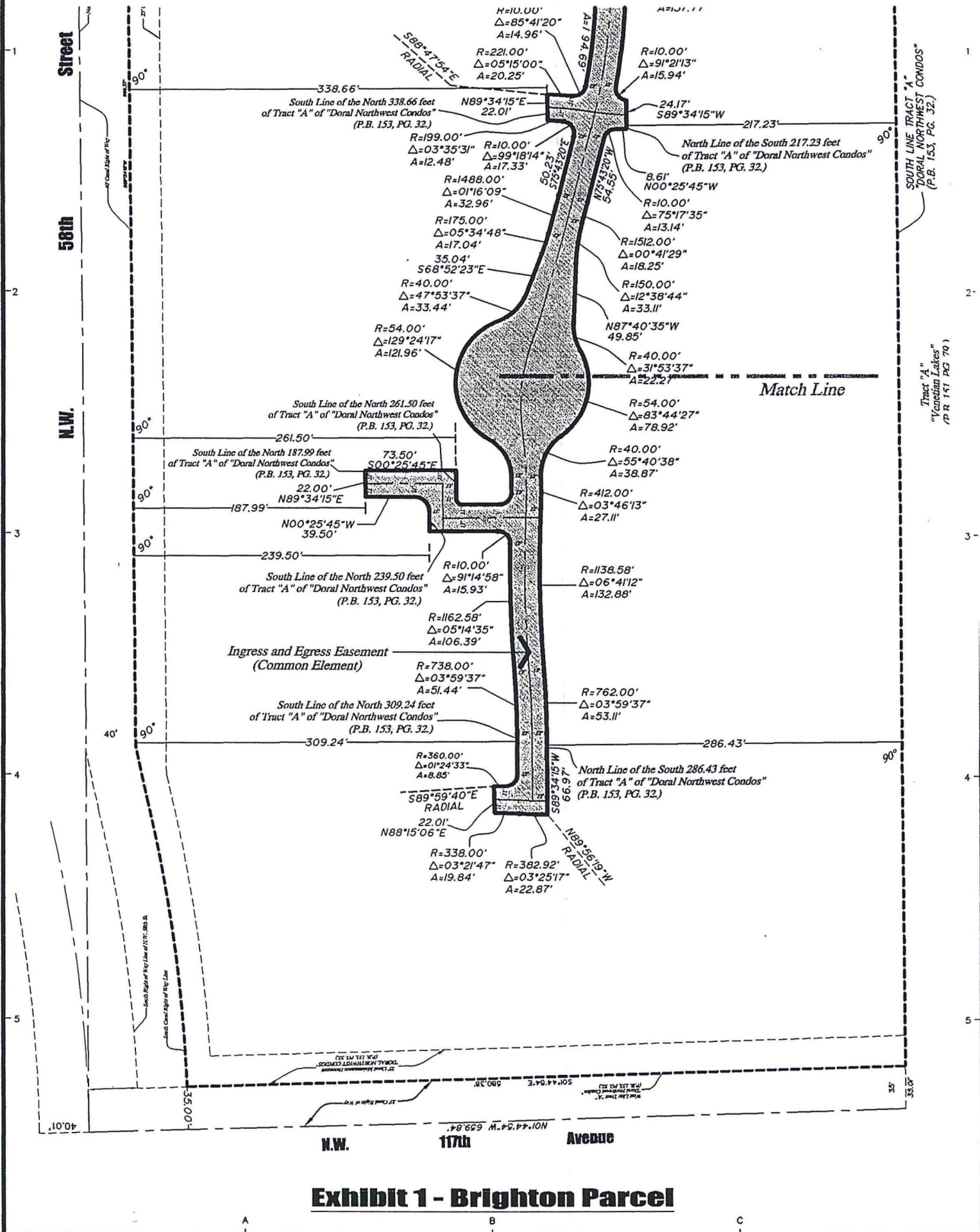


Exhibit 1 - Brighton Parcel

" Las Brisas at Doral " - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: Condominium Exhibits

SHEET NAME: Exhibit 1 - Brighton Parcel

CLIENT: Brighton Homes, Inc.

DESIGNED BY: O.A. DATE: 9-21-98

DRAWN BY: JMM SCALE: 1" = 80'

CHECKED BY: PROJECT NO: 98-023

SHEET:

8

OF 10 SHEETS

N.W.

OFF REC

18530 PG 2545

58th

Street

North Line of N.W. 1/4, Section 19-53-40

40' Canal Right of Way

S89°34'15"W

90°

90°

90°

90°

25' Canal Maintenance Easement (P.B. 153, PG. 32.)

North Line Tract "A" "Doral Northwest Condos" (P.B. 153, PG. 32.)



NORTH

144.29'

RECREATION AREA

South Line of the North 151.32 feet of Tract "A" of "Doral Northwest Condos" (P.B. 153, PG. 32.)

151.32'

South Line of the North 144.29 feet of Tract "A" of "Doral Northwest Condos" (P.B. 153, PG. 32.)

7.03' N00°25'45"W

261.50'

S 89°34'15" W 138.47'

45.93' S89°34'15"W

322.64'

South Line of the North 261.50 feet of Tract "A" of "Doral Northwest Condos" (P.B. 153, PG. 32.)

S 00°25'45" E 117.21'

SWIMMING POOL

Tennis Court

23.00' S89°34'15"W

South Line of the North 322.64 feet of Tract "A" of "Doral Northwest Condos" (P.B. 153, PG. 32.)

44.36' S00°25'45"E

R=54.00' Δ=129°24'17" A=121.96'

R=35.00' Δ=51°18'59" A=31.35'

R=40.00' Δ=47°53'37" A=33.44'

58' clearance radius for fire trucks use

R=175.00' Δ=05°34'48" A=17.04'

R=1488.00' Δ=00°32'36" A=14.11'

50.83' S89°34'15"W

S09°04'05"E RADIAL

GRAPHIC SCALE



(IN FEET) 1 inch = 40 ft.

Exhibit 1 - Brighton Parcel

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
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TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 1 - Brighton Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 80'
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 9 OF 10 SHEETS

56 of 95

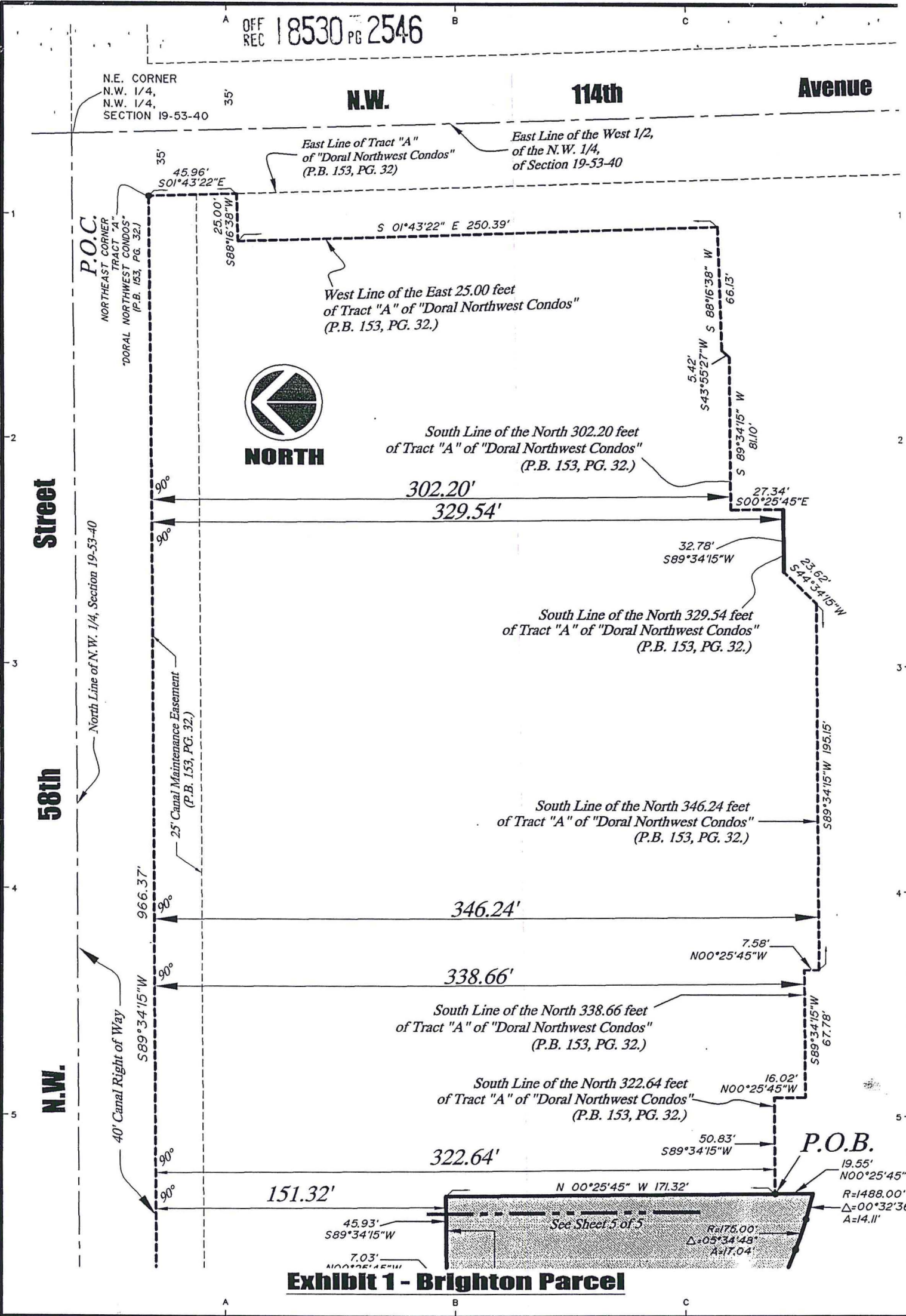


EXHIBIT 1 - BRIGHTON PARCEL JVG 10-2-98 2546 PG. EST

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 1 - Brighton Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 80'
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 10 OF 10 SHEETS

57 of 95

EXHIBIT 2

LEGAL DESCRIPTION - DORAL 58TH PARCEL

COMMUNITY EXHIBITS

Exhibit 2

" Doral 58 Parcel "

LEGAL DESCRIPTION:

OFF REC 18530 PG 2549

A portion of Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at Northeast Corner of said Tract "A" of "Doral Northwest Condos", thence S 01 deg 43min 22 sec E along the East Line of said Tract "A" for a distance of 45.96 feet, thence S 88deg 16min 38sec W for a distance of 25.00 feet to the point of intersection with the West Line of the East 25.00 feet of said Tract "A" of "Doral Northwest Condos" and the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence S 01deg 43min 22sec E along said West Line for a distance of 250.39 feet; thence S 88deg 16min 38sec W for a distance of 66.13 feet; thence S 43deg 55min 27sec W for a distance of 5.42 feet to the point of intersection with the South Line of the North 302.20 feet of said Tract "A" of "Doral Northwest Condos" thence S 89deg 34min 15sec W along said South Line for a distance of 81.10 feet; thence S 00deg 25min 45sec E for a distance of 27.34 feet to the point of intersection with the South Line of the North 329.54 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 32.78 feet; thence S 44deg 34min 15sec W for a distance of 23.62 feet to the point of intersection with the South Line of the North 346.24 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W for a distance of 195.15 feet; thence N 00deg 25min 45sec W for a distance of 7.58 feet to the point of intersection with the South Line of the North 338.66 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 67.78 feet; thence N 00deg 25min 45sec W for a distance of 16.02 feet to the point of intersection with the South Line of the North 322.64 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 50.83 feet; thence N 00deg 25min 45sec W for a distance of 171.32 feet to the point of intersection with the South Line of the North 151.32 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 45.93 feet; thence N 00deg 25min 45sec W for a distance of 7.03 feet to the point of intersection with the South Line of the North 144.29 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 138.47 feet; thence S 00deg 25min 45sec E for a distance of 43.70 feet to the point of intersection with the South Line of the North 187.99 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 70.70 feet; thence S 00deg 25min 45sec E for a distance of 30.67 feet to the point of intersection with the South Line of the North 218.66 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 2.92 feet; thence S 00deg 25min 45sec E for a distance of 63.27 feet to the point of intersection with the South Line of the North 281.93 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 121.23 feet; thence N 00deg 25min 45sec W for a distance of 5.05 feet to the point of intersection with the South Line of the North 276.88 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South Line for a distance of 67.00 feet; thence S 00deg 25min 45sec E for a distance of 3.42 feet; thence S 89deg 34min 15sec W for a distance of 23.00 feet; thence S 00deg 25min 45sec E for a distance of 7.04 feet to the point of curvature of a circular curve, concave to the West and having a Radius of 360.00 feet; thence Southerly along the arc of said curve to the right through a central angle of 00deg 26min 05sec, for an arc distance of 2.73 feet; thence S 88deg 15min 06sec W for a distance of 173.11 feet; thence N 46deg 44min 54sec W for a distance of 23.90 feet to the point of intersection with the East Line of the West 50.00 feet of said Tract "A" of "Doral Northwest Condos"; thence N 01deg 44min 54sec W along said parallel Line for a distance of 199.67 feet; thence N 43deg 15min 06sec E for a distance of 23.90 feet; thence N 88deg 15min 06sec E for a distance of 129.36 feet; thence N 00deg 25min 45sec W for a distance of 14.24 feet; thence N 89deg 34min 15sec E for a distance of 112.23 feet; thence S 45deg 25min 45sec E for a distance of 23.90 feet to the point of intersection with the South Line of the North 60.33 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South Line for a distance of 10.00 feet; thence N 00deg 25min 45sec W for a distance of 13.43 feet; thence N 44deg 34min 15sec E for a distance of 23.90 feet to the point of intersection with the South Line of the North 30.00 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said parallel line for a distance of 853.67 feet; thence S 46deg 43min 22sec E for a distance of 23.90 feet to the point of intersection with the West Line of the East 25.00 feet of said Tract "A" of "Doral Northwest Condos" and the POINT OF BEGINNING.

and

A portion of Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at Northeast Corner of said Tract "A" of "Doral Northwest Condos", thence S 01 deg 43min 22 sec E along the East Line of said Tract "A" also being the West Right of Way Line of N.W. 114th Avenue (P.B. 153, PG. 32.) for a distance of 537.23 feet; thence S 88deg 16min 38sec W for a distance of 173.04 feet to the POINT OF BEGINNING of the Parcel of Land hereinafter to be described; thence S 00deg 25min 45sec E for a distance of 58.67 feet to the point of intersection with the North Line of the South 20.00 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said North parallel line for a distance of 490.18 feet; thence N 45deg 25min 45sec W for a distance of 18.52 feet; thence N 00deg 25min 45sec W for a distance of 137.24 feet to the point of intersection with the North Line of the South 170.33 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 30.77 feet; thence N 00deg 25min 45sec W for a distance of 71.80 feet to the point of intersection with the North Line of the South 242.13 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 110.50 feet; thence S 00deg

Exhibit 2 - Doral 58 Parcel

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits	
SHEET NAME:	Exhibit 2 - Doral 58 Parcel	
CLIENT:	Brighton Homes, Inc.	
DESIGNED BY:	O.A.	DATE: 9-21-98
DRAWN BY:	JMM	SCALE: N.A.
CHECKED BY:		PROJECT NO: 98-023
		SHEET: 1
		OF 5 SHEETS

60 of 95

EXHIBIT 2 - DORAL 58 PARCEL.dwg 10-3-98 7:04:41 PM EST

REF 18530 PG 2550

25min 45sec E for a distance of 18.00 feet to the point of intersection with the North Line of the South 224.13 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 39.58 feet; thence S 00deg 25min 45sec E for a distance of 6.90 feet to the point of intersection with the North Line of the South 217.23 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 70.10 feet; thence S 00deg 25min 45sec E for a distance of 11.56 feet to the point of intersection with the North Line of the South 205.67 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 139.17 feet; thence S 00deg 25min 45sec E for a distance of 119.00 feet; thence S 45deg 25min 45sec E for a distance of 11.31 feet to the point of intersection with the North Line of the South 78.67 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said North parallel line for a distance of 105.17 feet to the POINT OF BEGINNING.


Containing 8.3905 Acres more or less.

NOTES:

01. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
02. THIS DRAWING IS THE PROPERTY OF FORD, ARMENTEROS AND MANUCY, INC., CERTIFICATE OF AUTHORIZATION NUMBER LB. 6557 AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS OF WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.
05. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA ESTATUTES, AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 OMAR ARMENTEROS
 SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 3679

DATE OF LAST FIELD WORK: NOT A SURVEY

LEGEND		
ABBREVIATION	SYMBOL	DEFINITION
B.M.	+	Bench Mark
C.B.S.	■	Concrete Block Structure
C.B.	■	Catch Basin
Comp.	■	Computed
Conc.	■	Concrete
Clr.	—	Clear
C.L.P.	—	Chain Linked Fence
C/L	—	Centerline
D.M.E.	—	Drainage/Maintenance Easement
Elev.	—	Elevation
Ench.	—	Encroachment
F.H.	—	Fire Hydrant
Fig.	—	Figured
F.L.	—	Fractional Line
Found.	—	Found
G.V.	—	Gas Valve
Gr.	—	Ground
I.P.	—	Iron Pipe
L.A. R/W	—	Limited Access R/W
L.P.	—	Street Light Pole
Meas.	—	Measured
D.M.H.	—	Drainage Manhole
M/L	—	Monument Line
N & D	—	Nail & Disc
O/L	—	On Line
P.C.	—	Point of Curvature
P.C.P.	—	Permanent Control Point
P/L	—	Property Line
P.R.M.	—	Permanent Reference Monument
P.P.	—	Power Pole
P.B.	—	Plat Book
Pg.	—	Page
P.O.B.	—	Point of Beginning
P.O.C.	—	Point of Commencement
P.T.	—	Point of Tangency
P.R.C.	—	Point of Reverse Curvature
Rec.	—	Recorded
RGE	—	Range
R/W	—	Right of Way Line
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SEC. LINE	—	Section Line
STY.	—	Story
S.S.M.	—	Sanitary Sewer Manhole
S.C.	—	Section Corner
S.V.	—	Sewer Valve
Swk.	—	Sidewalk
T.P.	—	Telephone Pole
T-P.P.	—	Telephone and Power Pole
TWP.	—	Township
T.S.	—	Traffic Signal
U.E.	—	Utility Easement
W.Fence	—	Wood Fence
W.M.	—	Water Meter
W.V.	—	Water Valve
Well	—	Well

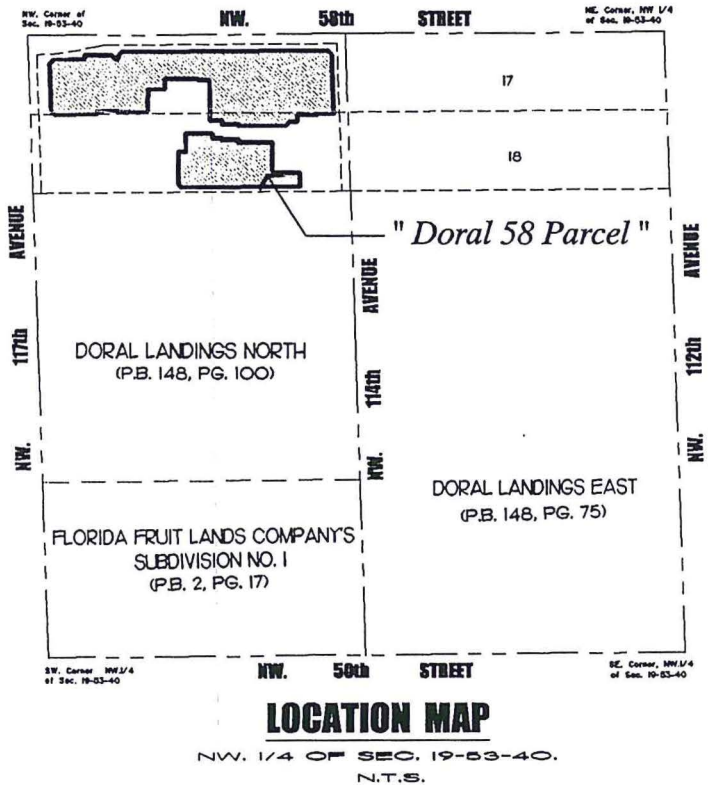


Exhibit 2 - Doral 58 Parcel

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
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TYPE OF PROJECT:	Condominium Exhibits	
SHEET NAME:	Exhibit 2 - Doral 58 Parcel	
CLIENT:	Brighton Homes, Inc.	
DESIGNED BY:	O.A.	DATE: 9-21-98
DRAWN BY:	JMM	SCALE: N.A.
CHECKED BY:		PROJECT NO: 98-023
		SHEET: 2
		OF 5 SHEETS

610F95

EXHIBIT 2 - DORAL 58 PARCEL.dwg 10-3-98 7:08:41 PM EST

N.E. Corner
N.W. 1/4,
N.W. 1/4,
Section 19-53-40

East Line of the West 1/2,
of the N.W. 1/4,
of Section 19-53-40

N.W.

114th

Avenue

Northeast corner
Tract "A"
"Doral Northwest Condos"
(P.B. 153, PG. 32.)



Street

58th

N.W.

**Exhibit 2 - Doral 58 Parcel
LOCATION MAP**

North Line of N.W. 1/4, Section 19-53-40

40' Canal Right of Way

South Right of Way Line of N.W. 58th St.

"DORAL 58 PARCEL"

"DORAL 58 PARCEL"

SOUTH LINE TRACT "A"
"DORAL NORTHWEST CONDOS"
(P.B. 153, PG. 32.)

Tract "A"
"Venetian Lakes"
(P.B. 151, PG. 79.1)

25' Canal Maintenance Easement
"DORAL NORTHWEST CONDOS"
(P.B. 153, PG. 32.)

N.W.

117th

Avenue

West Line Tract "A"
"Doral Northwest Condos"
(P.B. 153, PG. 32.)

35' Canal Right of Way

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

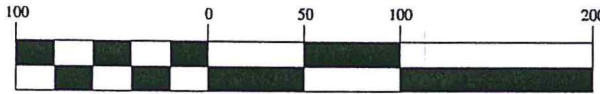
TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 2 - Doral 58 Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 120'
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 3 of 5 SHEETS

620 of 95



NORTH

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

OFF REC 18530 PG 2552

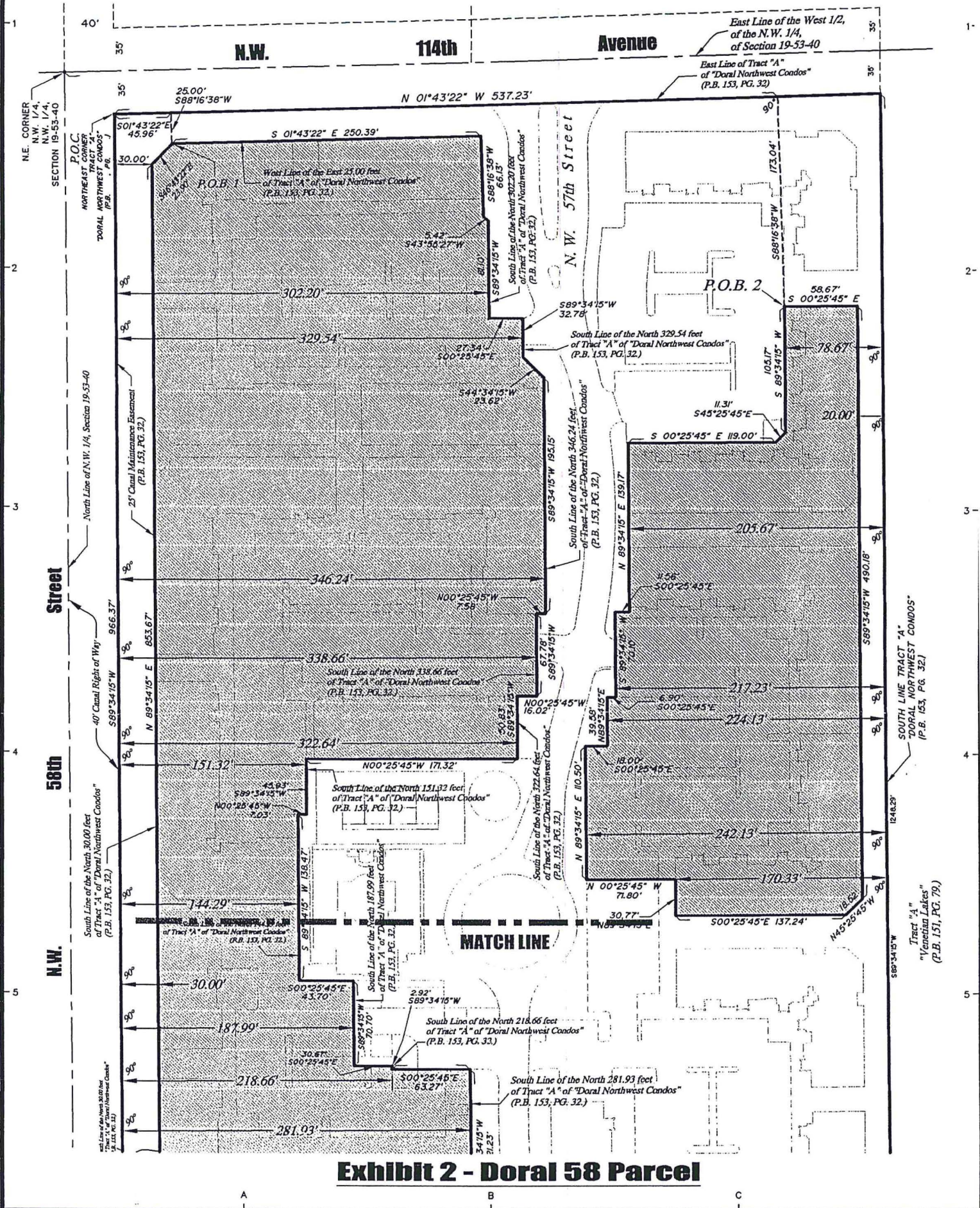


Exhibit 2 - Doral 58 Parcel

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

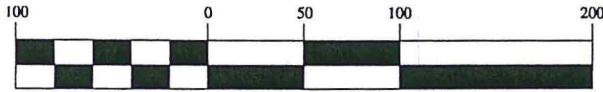
TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 2 - Doral 58 Parcel		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 100'
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 4
			of 5 SHEETS

63 of 95



NORTH

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

OFF REC 18530 PG 2553

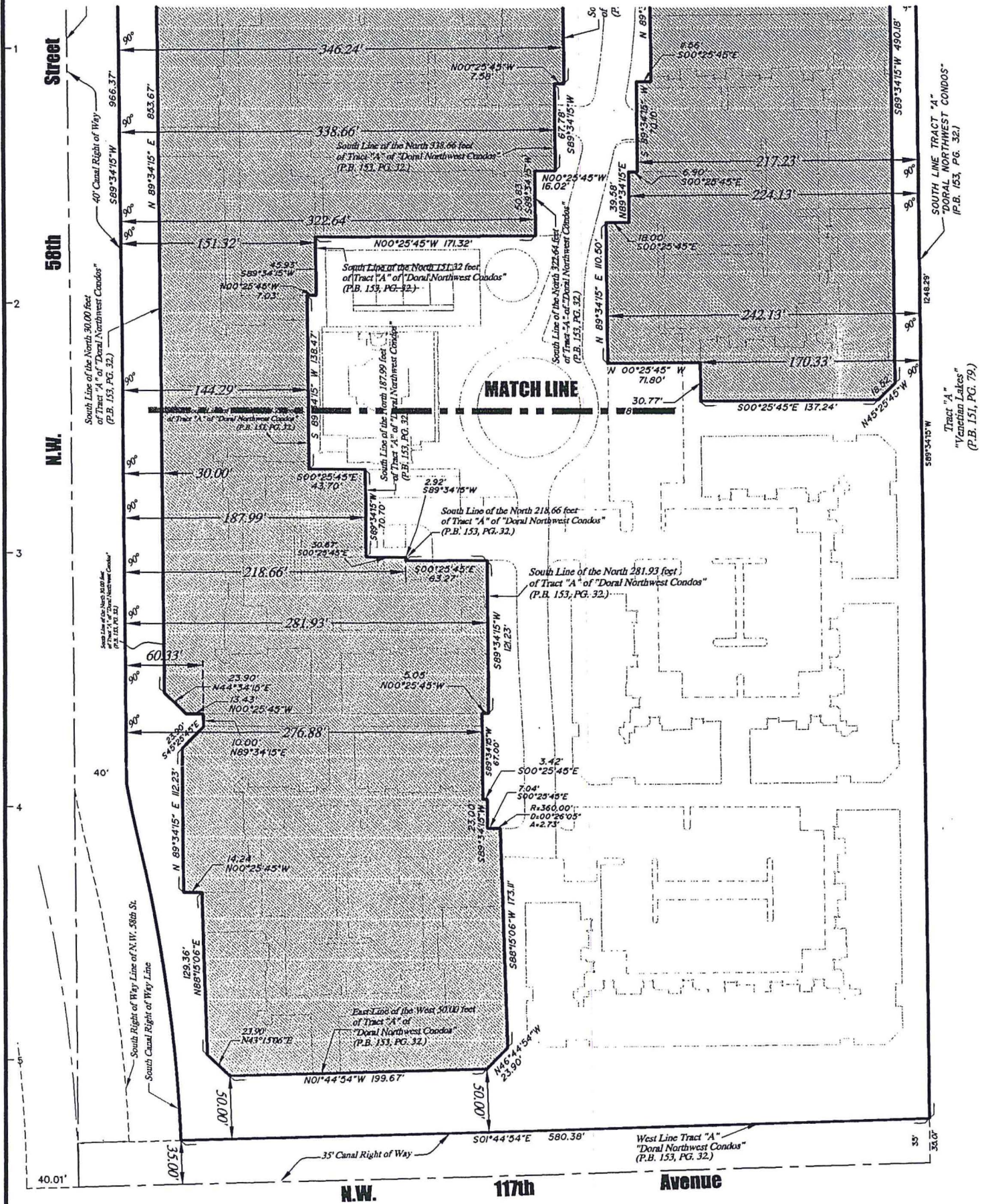


Exhibit 2 - Doral 58 Parcel

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: Condominium Exhibits

SHEET NAME: Exhibit 2 - Doral 58 Parcel

CLIENT: Brighton Homes, Inc.

DESIGNED BY: O.A.

DATE: 9-21-98

SHEET:

DRAWN BY: JMM

SCALE: 1" = 100'

5

CHECKED BY:

PROJECT NO: 98-023

OF 5 SHEETS

104 OF 95

EXHIBIT 2 - DORAL 58 PARCEL.dwg 10-3-98 7:08:41 PM EST

EXHIBIT 3

LEGAL DESCRIPTION - LAS BRISAS AT DORAL COMMUNITY

650F95

COMMUNITY EXHIBITS
Exhibit 3
"Las Brisas at Doral Community"

DESCRIPTION OF COMMUNITY

OFF REC 18530 PG 2556

TRACT "A" OF "DORAL NORTHWEST CONDOS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 153, AT PAGE 32 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOTES:

01. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
02. THIS DRAWING IS THE PROPERTY OF FORD, ARMENTEROS AND MANUCY, INC., CERTIFICATE OF AUTHORIZATION NUMBER LB. 6557 AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS OF WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.
05. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

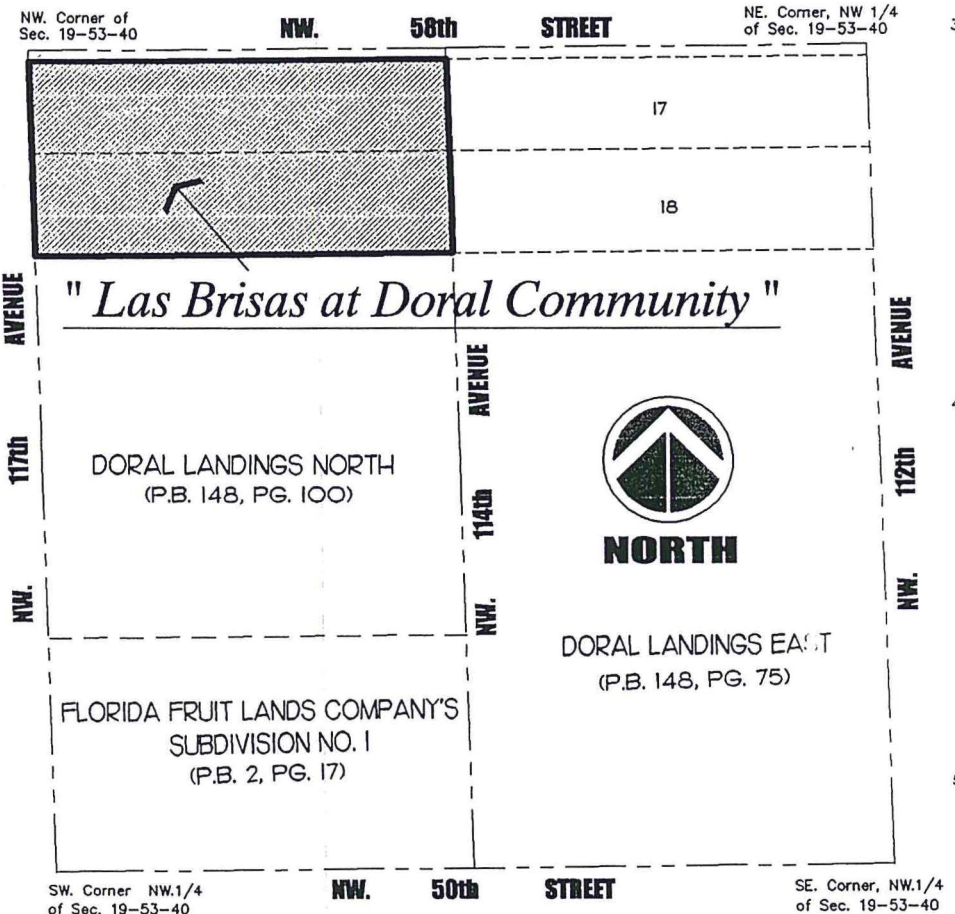
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

OMAR ARMENTEROS
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LB 9679

DATE OF LAST FIELD WORK: NOT A SURVEY

LEGEND		
ABBREVIATION	SYMBOL	DEFINITION
B.M.	⊕	Bench Mark
C.B.S.	■	Concrete Block Structure
C.B.	■	Catch Basin
Comp.	□	Computed
Conc.	■	Concrete
Clr.	□	Clear
C.L.F.	— — —	Chain Linked Fence
C/L	— — —	Centerline
D.M.E.	— — —	Drainage/Maintenance Easement
Elev.	— — —	Elevation
Ench.	— — —	Encroachment
F.H.	⊕	Fire Hydrant
Fig.	— — —	Figured
F.L.	— — —	Fractional Line
Fnd.	⊕	Found
G.V.	⊕	Gas Valve
Gr.	⊕	Ground
I.P.	⊕	Iron Pipe
L.A. R/W	— — —	Limited Access R/W
L.P.	⊕	Street Light Pole
Meas.	⊕	Measured
D.M.H.	⊕	Drainage Manhole
M/L	⊕	Monument Line
N & D	⊕	Nail & Disc
O/L	⊕	On Line
P.C.	⊕	Point of Curvature
P.C.P.	⊕	Permanent Control Point
P/L	⊕	Property Line
P.R.M.	⊕	Permanent Reference Monument
P.P.	⊕	Power Pole
P.B.	⊕	Plat Book
Pg.	⊕	Page
P.O.B.	⊕	Point of Beginning
P.O.C.	⊕	Point of Commencement
P.T.	⊕	Point of Tangency
P.R.C.	⊕	Point of Reverse Curvature
Rec.	⊕	Recorded
RGE.	⊕	Range
R/W	— — —	Right of Way Line
SEC.	— — —	Section
SEC. LINE	— — —	Section Line
STY.	⊕	Story
S.S.M.	⊕	Sanitary Sewer Manhole
S.C.	⊕	Section Corner
S.V.	⊕	Sewer Valve
Swk.	⊕	Sidewalk
T.P.	⊕	Telephone Pole
T-P.P.	⊕	Telephone and Power Pole
TWP.	⊕	Township
T.S.	⊕	Traffic Signal
U.E.	— — —	Utility Easement
W.Fence	— — —	Wood Fence
W.M.	⊕	Water Meter
W.V.	⊕	Water Valve
Well	⊕	Well



LOCATION MAP

N.T.S.

NW. 1/4 OF SEC. 19-53-40.

Exhibit 3 - Las Brisas at Doral Community

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

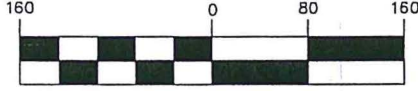
TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 3 - Las Brisas at Doral Community		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	N.A.
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 1
			OF 2 SHEETS

67 OF 95



NORTH

GRAPHIC SCALE



(IN FEET)
1 inch = 160 ft.

OFF REC | 8530 PG 2557

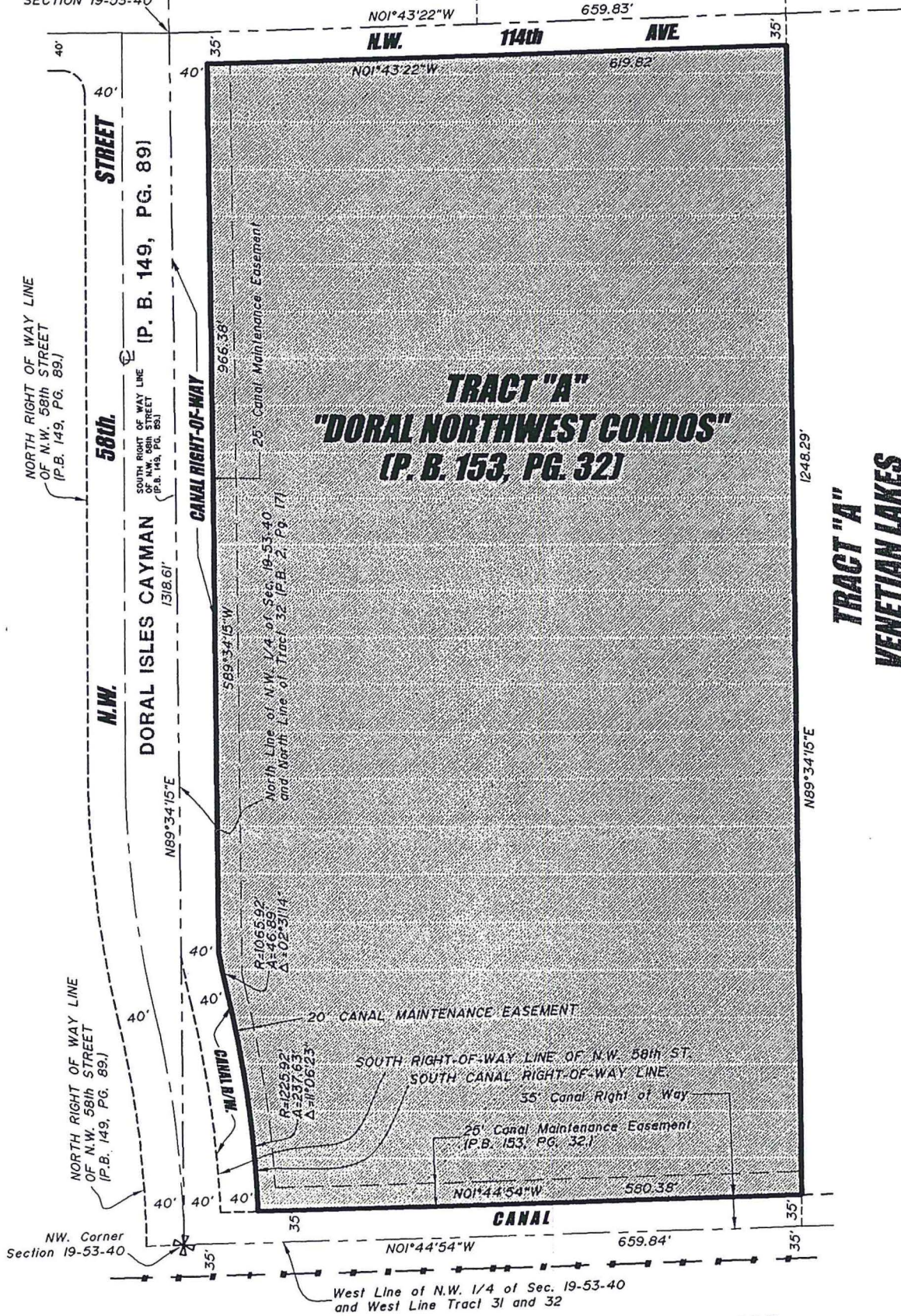
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1"
(P. B. 2, PG. 17)

N.E. CORNER
N.W. 1/4,
N.W. 1/4,
SECTION 19-53-40

TRACT 17

TRACT 18

TRACT 19



TRACT "A"
"DORAL NORTHWEST CONDOS"
(P. B. 153, PG. 32)

TRACT "A"
VENETIAN LAKES
(P. B. 151, PG. 79)

HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (S.R. No. 821)

Exhibit 3 - Las Brisas at Doral Community

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 3 - Las Brisas at Doral Community		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 160'
CHECKED BY:		PROJECT NO:	98-023

SHEET: **2**
OF 2 SHEETS

108 OF 95

EXHIBIT 4

LEGAL DESCRIPTION - ACCESS ROAD

COMMUNITY EXHIBITS

Exhibit 4

Ingress and Egress Easement (Access Road)

LEGAL DESCRIPTION:

OFF REC 18530 PG 2560

A portion of Tract "A" of "Doral Northwest Condos", according to the plat thereof, as recorded in Plat Book 153, at Page 32 of the Public Records of Dade County, Florida, being more particularly described as follows: Commence at Northeast Corner of said Tract "A" of "Doral Northwest Condos", thence S 01 deg 43min 22 sec E along the East Line of said Tract "A" for a distance of 303.45 feet to the POINT OF BEGINNING of the Parcel of Land hereinafter to be described; thence continue S 01deg 43min 22sec E along said Tract Line, also being the West Right of Way Line of N.W. 114th Avenue (P.B. 153, PG. 32.) for a distance of 94.34 feet to the point of intersection with a non-tangent circular curve, said point bears N 45deg 05min 38sec E from the center of said circular curve; thence Northwest and West along the arc of said circular curve to the left, concave to the Southwest, having a Radius of 48.00 feet and a central angle of 45deg 38min 59sec for an arc distance of 38.24 feet to the point of tangency; thence S 89deg 26min 39sec W for a distance of 49.35 feet to the point of curvature of a circular curve, being concave to the North and having a Radius of 300.50 feet; thence West along the arc of said curve to the Right through a central angle of 08deg 08min 00sec, for an arc distance of 42.66 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 189.50 feet; thence West along the arc of said circular curve to the Left through a central angle of 23deg 20min 19sec, for an arc distance of 77.19 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 512.50 feet; thence West along the arc of said curve to the Right through a central angle of 03deg 28min 44sec, for an arc distance of 31.12 feet to the point of Reverse Curvature of a circular curve, concave to the Southeast and having a Radius of 9.50 feet; thence West, Southwesterly and Southerly along the arc of said curve to the left through a central angle of 78deg 08min 50sec, for an arc distance of 12.96 feet; thence S 73deg 00min 19sec W for a distance of 25.56 feet to the point of intersection with a non-tangent circular curve, said point bears N 89deg 34min 15sec E from the center of said circular curve; thence Northerly, Northwest and West along the arc of said circular curve to the left, concave to the Southwest having a Radius of 10.00 feet and a central angle of 96deg 57min 22sec, for an arc distance of 16.92 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 512.00 feet; thence West along the arc of said circular curve to the Right through a central angle of 17deg 39min 20sec, for an arc distance of 157.77 feet to the point of reverse curvature of a circular curve, concave to the Southeast and having a Radius of 10.00 feet; thence West, Southwesterly and Southerly along the arc of said curve to the left through a central angle of 91deg 21min 13sec, for an arc distance of 15.94 feet to the point of intersection with the North Line of the South 217.23 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said North parallel Line for a distance of 24.17 feet; thence N 00deg 25min 45sec W for a distance of 8.61 feet to the point of curvature of a circular curve, concave to the Southwest and having a Radius of 10.00 feet; thence Northerly and Northwesterly along the arc of said curve to the left through a central angle of 75deg 17min 35sec, for an arc distance of 13.14 feet to the Point of Tangency; thence N 75deg 43min 20sec W for a distance of 54.55 feet to the point of curvature of a circular curve, being concave to the Northeast and having a Radius of 1512.00 feet; thence West along the arc of said curve to the Right through a central angle 00deg 41min 29sec, for an arc distance of 18.25 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 150.00 feet; thence West along the arc of said curve to the left through a central angle of 12deg 38min 44sec, for an arc distance of 33.11 feet to the Point of Tangency; thence N 87deg 40min 35sec W for a distance of 49.85 feet to the point of curvature of a circular curve, being concave to the South and having a Radius of 40.00 feet; thence West along the arc of said curve to the Left, through a central angle of 31deg 53min 37sec, for an arc distance of 22.27 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 54.00 feet; thence Southwesterly, West and Northwesterly along the arc of said curve to the Right, through a central angle of 83deg 44min 27sec, for an arc distance of 78.92 feet to the point of reverse curvature of a circular curve, concave to the Southwest and having a Radius of 40.00 feet; thence Northwesterly and West along the arc of said curve to the Left through a central angle of 55deg 40min 38sec, for an arc distance of 38.87 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 412.00 feet; thence West along the arc of said curve to the Right through a central angle of 03deg 46min 13sec, for an arc distance of 27.11 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 1138.58 feet; thence West along the arc of said curve to the Left through a central angle of 06deg 41min 12sec, for an arc distance of 132.88 feet to the point of reverse curvature of a circular curve, concave to the North and having a Radius of 762.00 feet; thence West along the arc of said curve to the Right through a central angle of 03deg 59min 37sec, for an arc distance of 53.11 feet to the Point of Tangency and the point of intersection with the North Line of the South 286.43 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said North parallel Line for a distance of 66.97 feet to the point of intersection with a non-tangent circular curve, said point bears N 89deg 56min 19sec W from the center of said circular curve; thence Northerly along the arc of said curve to the Right, concave to the East, having a Radius of 382.92 feet and a central angle of 03deg 25min 17sec, for an arc distance of 22.87 feet to the point of reverse curvature of a circular curve, concave to the West and having a Radius of 338.00 feet; thence Northerly along the arc of said curve to the Left, through a central angle of 03deg 21min 47sec, for an arc distance of 19.84 feet; thence N 88deg 15min 06sec E for a distance of 22.01 feet to the point of intersection with a non-tangent circular curve, said point bears S 89deg 59min 40sec E from the center of said circular curve; thence Southerly along the arc of said circular curve to the Right, concave to the West, having a Radius of 360.00 feet and a central angle of 01deg 24min 33sec, for an arc distance of 8.85 feet to the point of reverse curvature of a circular curve, concave to the Northeast and having a Radius of 10.00 feet; thence Southerly, Southeasterly and Easterly along the arc of said curve to the Left, through a central angle of 91deg 50min 39sec, for an arc distance of 16.03 feet to the Point of Tangency and the point of intersection with the South Line of the North 309.24 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel Line for a distance of 33.49 feet to the Point of Curvature of a circular curve, being concave to the North and having a Radius of 738.00 feet; thence Easterly along the arc of said curve to the Left through a central angle of 03deg 59min 37sec, for an arc distance of 51.44 feet to the point of reverse curvature of a circular curve, concave to the South and having a Radius of 1162.58 feet; thence Easterly along the arc of said curve to the Right through a central angle of 05deg 14min 35sec, for an arc distance of 106.39 feet to the point of reverse curvature of a circular curve, concave to the Northwest and having a Radius of 10.00 feet; thence Easterly, Northeasterly and Northerly along the arc of said curve to the Left, through a central angle of 91deg 14min 58sec, for an arc distance of 15.93 feet to the point of Tangency; thence N 00deg 25min 45sec W for a distance of 55.41 feet to the point of intersection with the South Line of the North 239.50 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel line for a distance of 16.62 feet to the point of curvature of a circular curve, being concave to the Northwest and having a Radius of 12.00 feet; thence Easterly, Northeasterly and Northerly along the arc of said circular curve to the Left through a central angle of 90deg 00min 00sec, for an arc distance of 18.85 feet to the Point of Tangency; thence N 00deg 25min 45sec W for a distance of 39.50 feet to the point of intersection with the South Line of the North 187.99 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel line for a distance of 22.00 feet; thence S 00deg 25min 45sec E for a distance of 73.50 feet to the point of intersection with the South Line of the North 261.50 feet of said Tract "A" of "Doral Northwest Condos"; thence S 89deg 34min 15sec W along said South parallel line for a distance of 23.62 feet to the point of curvature of a circular curve, being concave to the Southeast and having a Radius of 5.00 feet; thence West, Southwesterly and Southerly along the arc of said circular curve to the Left, through a central angle of 90deg 00min 00sec, for an arc distance of 7.85 feet to the Point of Tangency; thence S 00deg 25min 45sec E for a distance of 29.81 feet to the Point of Curvature of a circular curve, being concave to the Northeast and having a Radius of 10.00 feet; thence Southerly, Southeasterly and Easterly along the arc of said circular curve to the Left, through a central angle of 89deg 11min 55sec, for an arc distance of 15.57 feet to the point of Compound Curvature of a circular curve, being concave to the North and having a Radius of 388.00 feet; thence Easterly along the arc of said circular curve to the Left, through a central angle of 02deg 06min 45sec, for an arc distance of 14.31 feet to the Point of Compound Curvature of a circular curve, being concave to the Northwest and having a Radius of 35.00 feet; thence Easterly and Northeasterly along the arc of said circular curve to the Left, through a central angle of 58deg 38min 39sec, for an arc distance of 35.82 feet to the Point of Reverse Curvature of a circular curve, being concave to the South and having a Radius of 54.00 feet; thence Northeasterly, Easterly and Southeasterly along the arc of said circular curve to the Right, through a central angle of 129deg 24min 17sec, for an arc distance of 121.96 feet to the point of Reverse Curvature of a circular curve, being concave to the Northeast and having a Radius of 40.00 feet; thence Southeasterly along the arc of said circular curve to the Left, through a central angle of 47deg 53min 37sec, for an arc distance of 33.44 feet to the Point of Tangency; thence S 68deg 52min 23sec E for a distance of 35.04 feet to the Point of Curvature of a circular curve, being concave to the Northeast and having a Radius of 175.00 feet; thence Southeasterly along the arc of said circular curve to the Left; through a central angle of 05deg 34min 48sec, for an arc distance of 17.04 feet to the Point of Compound Curvature of a circular curve, being concave to the Northeast and having a Radius of 1488.00 feet; thence Southeasterly along the arc of said circular curve to the Left; through a central angle of 01deg 16min 09sec, for an arc distance of 32.96 feet to the Point of Tangency; thence S 75deg 43min 20sec E for a distance of 50.23 feet to the Point of Curvature of a circular curve, being concave to the Northwest and having a Radius of 10.00 feet; thence Southeasterly, Northeasterly and Northerly along the arc of said circular curve to the Left; through a central angle of 99deg 18min 14sec, for an arc distance of 17.33 feet to the Point of Compound Curvature of a circular curve, being concave to the West and having a Radius of 199.00 feet; thence Northerly along the arc of said circular curve to the Left, through a central angle of 03deg 35min 31sec, for an arc distance of 12.48 feet to the point of intersection with the South Line of the North 338.66 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel line for a distance of 22.01 feet to the point of intersection with a non-tangent circular curve, said point bears S 88deg 47min 54sec E from the center of the curve; thence Southerly along the arc of said circular curve to the Right, concave to the West, having a Radius of 221.00 feet and a central angle of 05deg 15min 00sec for an arc distance of

Exhibit 4 - Ingress and Egress Easement

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 4 - Ingress and Egress Easement.		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	N.A.
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 1
			OF 6 SHEETS

710 of 95

EXHIBIT 2 - ACCESS EASEMENT - 9-26-98 - 51213 p. EST

OFF REC 18530 PG 2561

20.25 feet to the point of Reverse Curvature of a circular curve, concave to the Northeast and having a Radius of 10.00 feet; thence Southerly and Southeasterly along the arc of said circular curve to the Left, through a central angle of 85deg 41min 20sec, for an arc distance of 14.96 feet to the point of Compound Curvature of a circular curve, being concave to the North and having a Radius of 488.00 feet; thence Easterly along the arc of said circular curve to the Left; through a central angle of 22deg 51min 31sec, for an arc distance of 194.69 feet to the point of Compound Curvature of a circular curve, being concave to the Northwest and having a Radius of 147.00 feet; thence Northeasterly along the arc of said circular curve to the Left; through a central angle of 12deg 28min 59sec, for an arc distance of 32.03 feet to the point of Compound Curvature of a circular curve, being concave to the Northwest and having a Radius of 15.00 feet; thence Northeasterly and Northerly along the arc of said circular curve to the Left; through a central angle of 65deg 51min 01sec, for an arc distance of 17.24 feet to the Point of Tangency; thence N 00deg 25min 45sec W for a distance of 16.00 feet to the point of intersection with the South Line of the North 329.54 feet of said Tract "A" of "Doral Northwest Condos"; thence N 89deg 34min 15sec E along said South parallel Line for a distance of 22.50 feet to the point of intersection with a non-tangent circular curve, said point bears S 89deg 34min 15sec W from the center of the curve; thence Southerly, Southeasterly and Northeasterly along the arc of said circular curve to the Left, concave to the Northeast, having a Radius of 9.50 feet and a central angle of 110deg 31min 00sec, for an arc distance of 18.32 feet to the point of Reverse Curvature of a circular curve being concave to the Southeast and having a Radius of 300.50 feet; thence Northeasterly and Easterly along the arc of said circular curve to the Right; through a central angle of 20deg 23min 24sec, for an arc distance of 106.94 feet to the point of Tangency; thence N 89deg 26min 39sec E for a distance of 22.54 feet to the point of Curvature of a circular curve, being concave to the Northwest and having a Radius of 48.00 feet; thence Easterly and Northeasterly along the arc of said circular curve; through a central angle of 47deg 59min 00sec, for an arc distance of 40.20 feet to the point of intersection with the East Line of said Tract "A" of "Doral Northwest Condos" also being the West Right of Way Line of N.W. 114th Avenue, and the POINT OF BEGINNING. Containing 1.0274 Acres more or less.

NOTES:

- 01. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 02. THIS DRAWING IS THE PROPERTY OF FORD, ARMENTEROS AND MANUCY, INC., CERTIFICATE OF AUTHORIZATION NUMBER LB. 6557 AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
- 03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS OF WAY, EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
- 04. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.
- 05. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

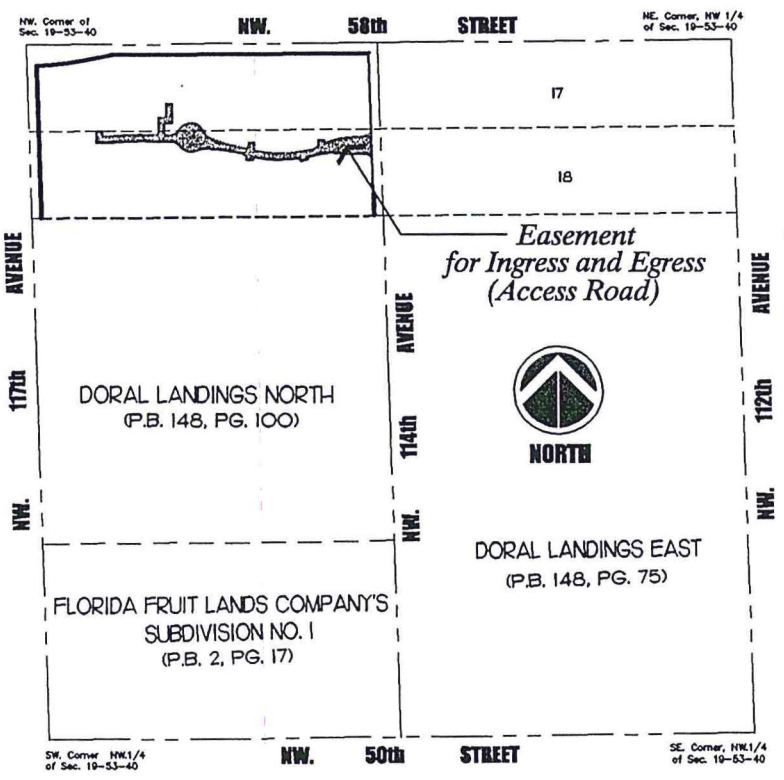
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MAP ARMENTEROS SURVEYOR AND MAPPER FLORIDA LICENSE NO. 3679

DATE OF LAST FIELD WORK: NOT A SURVEY

ABREVIATION	SYMBOL	DEFINITION
B.M.	⊙	Bench Mark
C.B.S.	■	Concrete Block Structure
C.B.	■	Catch Basin
Comp.	■	Computed
Conc.	■	Concrete
Clr.	—	Clear
C.L.F.	—	Chain Linked Fence
C/L	—	Centerline
D.M.E.	—	Drainage/Maintenance Easement
Elev.	—	Elevation
Ench.	—	Encroachment
F.H.	—	Fire Hydrant
Fig.	—	Figured
F.L.	—	Fractional Line
Fnd.	—	Found
G.V.	—	Gas Valve
Gr.	—	Ground
I.P.	—	Iron Pipe
L.A. R/W	—	Limited Access R/W
L.P.	—	Street Light Pole
Meas.	—	Measured
D.M.H.	—	Drainage Manhole
M/L	—	Monument Line
N & D	—	Nail & Disc
O/L	—	On Line
P.C.	—	Point of Curvature
P.C.P.	—	Permanent Control Point
P/L	—	Property Line
P.R.M.	—	Permanent Reference Monument
P.P.	—	Power Pole
P.B.	—	Plat Book
Pg.	—	Page
P.O.B.	—	Point of Beginning
P.O.C.	—	Point of Commencement
P.T.	—	Point of Tangency
P.R.C.	—	Point of Reverse Curvature
Rec.	—	Recorded
RGE.	—	Range
R/W	—	Right of Way Line
SEC.	—	Section
SEC. LINE	—	Section Line
STY.	—	Story
S.S.M.	—	Sanitary Sewer Manhole
S.C.	—	Section Corner
S.V.	—	Sewer Valve
Swk.	—	Sidewalk
T.P.	—	Telephone Pole
T-P.P.	—	Telephone and Power Pole
TWP.	—	Township
T.S.	—	Traffic Signal
U.K.	—	Utility Easement
W.Fence	—	Wood Fence
W.M.	—	Water Meter
W.V.	—	Water Valve
Well	—	Well



LOCATION MAP

NW, 1/4 OF SEC. 19-53-40. N.T.S.

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 4 - Ingress and Egress Easement.		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	N.A.
CHECKED BY:		PROJECT NO:	98-023
			SHEET: 2
			OF 6 SHEETS

72 of 95

N.E. Corner
N.W. 1/4,
N.W. 1/4,
Section 19-53-40

East Line of the West 1/2
of the N.W. 1/4,
of Section 19-53-40

Northeast corner
Tract "A"
"Doral Northwest Condos"
(P.B. 153, PG. 32.)



**Exhibit 4 - Ingress and Egress Easement
Location Map**

Street

56th

N.W.

North Line of N.W. 1/4, Section 19-53-40

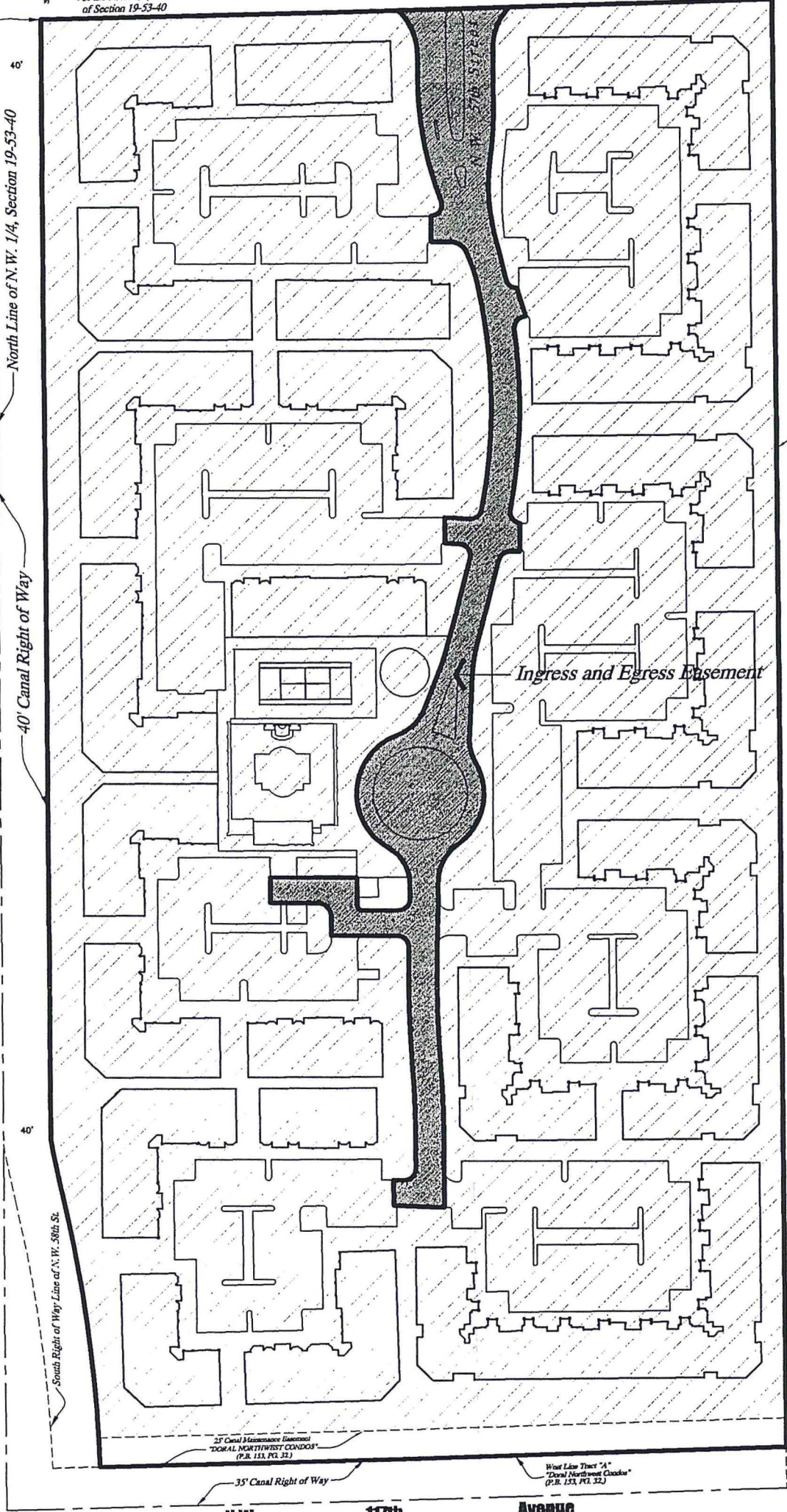
40' Canal Right of Way

South Right of Way Line of N.W. 56th St.

N.W.

114th

Avenue



Ingress and Egress Easement

SOUTH LINE TRACT "A"
"DORAL NORTHWEST CONDOS"
(P.B. 153, PG. 32.)

Tract "A"
"Venetian Lakes"
(P.B. 151, PG. 79.)

25' Canal Maintenance Easement
"DORAL NORTHWEST CONDOS"
(P.B. 153, PG. 32.)

West Line Tract "A"
"Doral Northwest Condos"
(P.B. 153, PG. 32.)

N.W.

117th

Avenue

"Las Brisas at Doral" - Community Exhibits

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MIAMI, FLORIDA 33172
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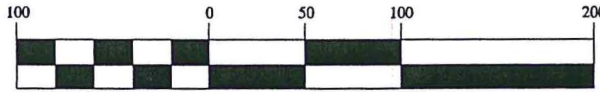
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CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 120'
CHECKED BY:		PROJECT NO:	98-023

SHEET: **3**
of 6 SHEETS



NORTH

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

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N.E. CORNER
N.W. 1/4,
N.W. 1/4,
SECTION 19-53-40

N.W.

East Line of the West 1/2,
of the N.W. 1/4,
of Section 19-53-40

114th

Avenue

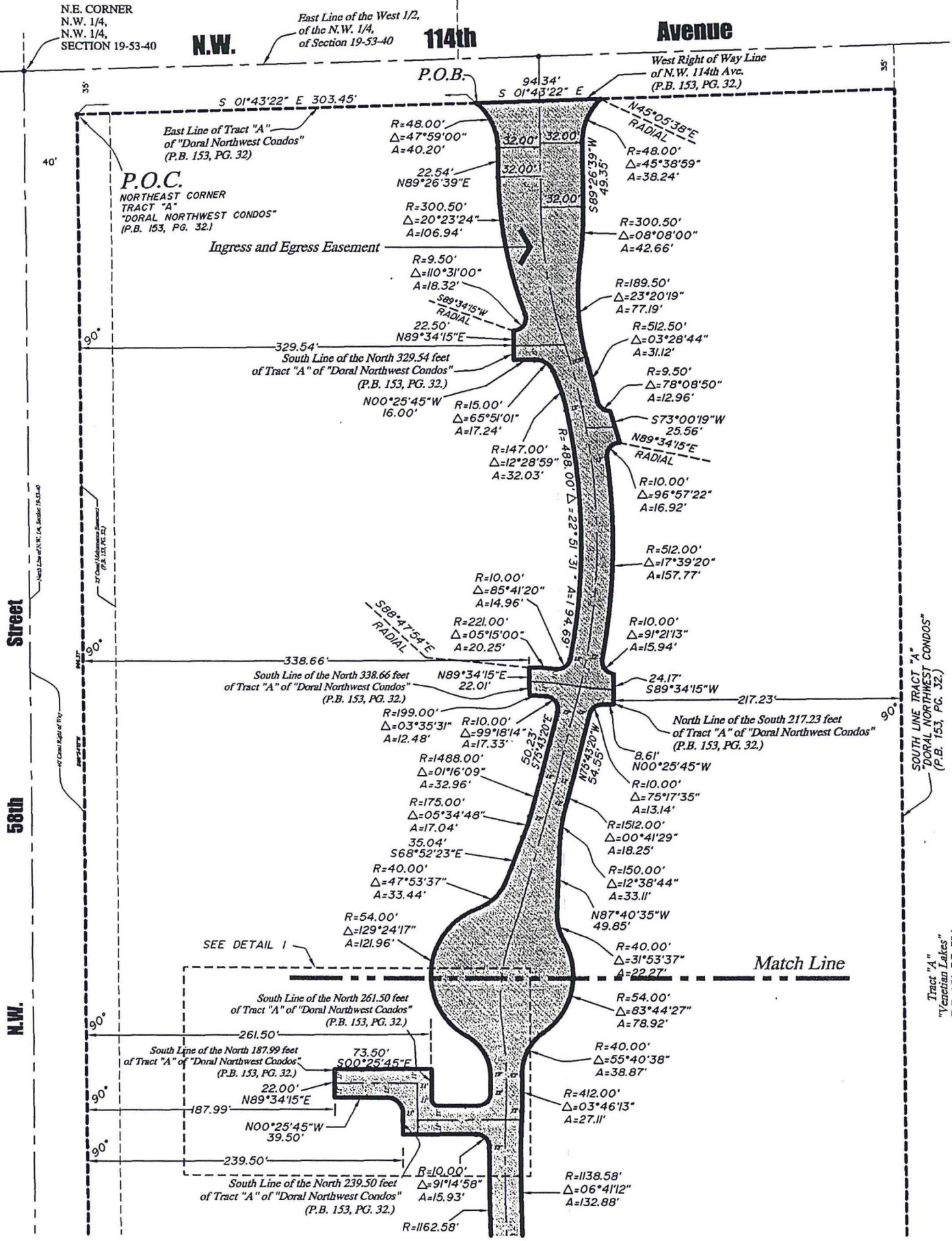


Exhibit 4 - Ingress and Egress Easement

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
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DRAWN BY:	JMM	SCALE:	1" = 100'
CHECKED BY:		PROJECT NO:	98-023

4

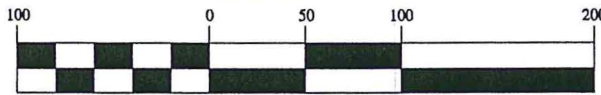
OF 6 SHEETS

74 of 95

EXHIBIT 4 - ACCESS EASEMENT.dwg 9-26-98 5:18:13 pm EST



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

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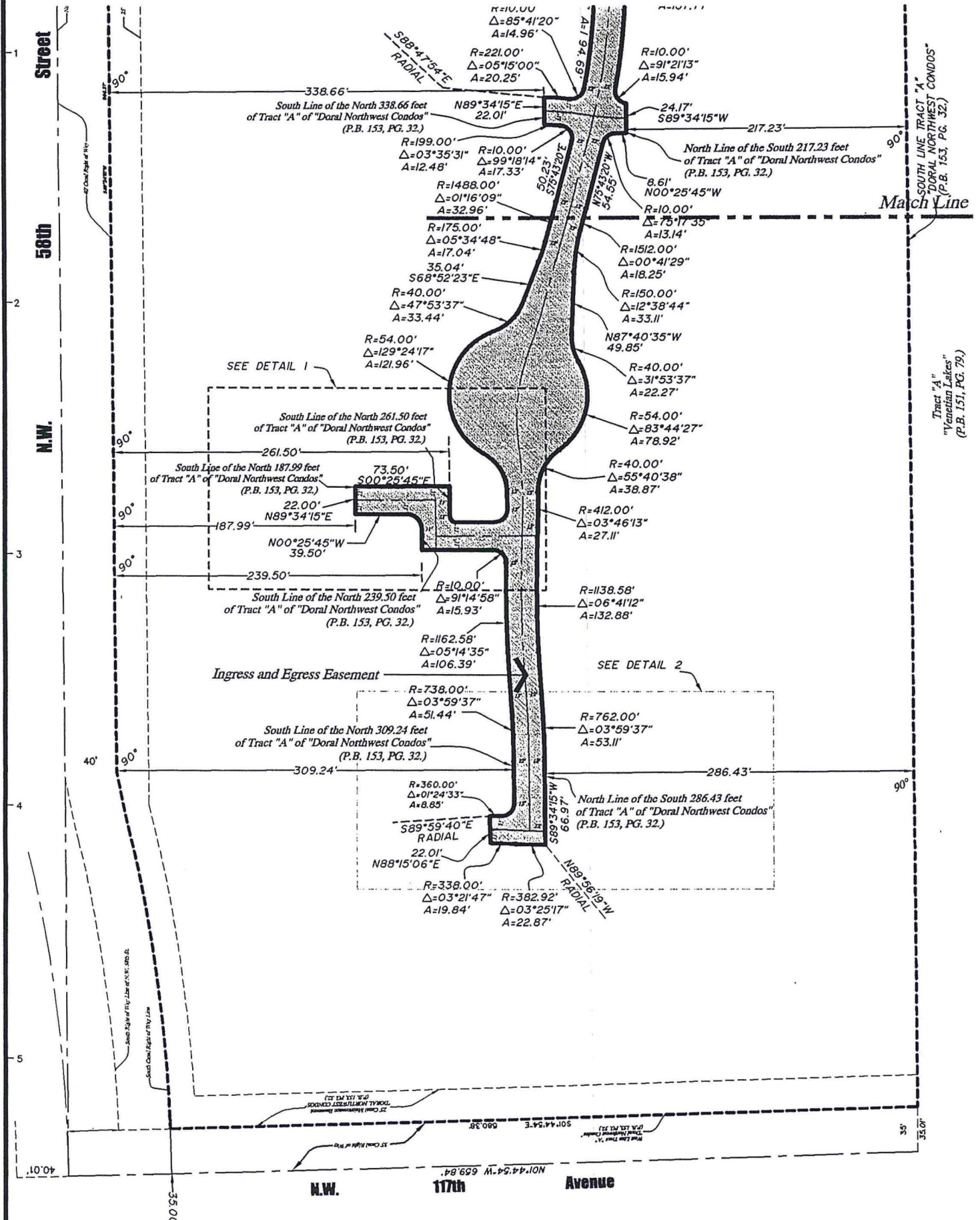


Exhibit 4 - Ingress and Egress Easement

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
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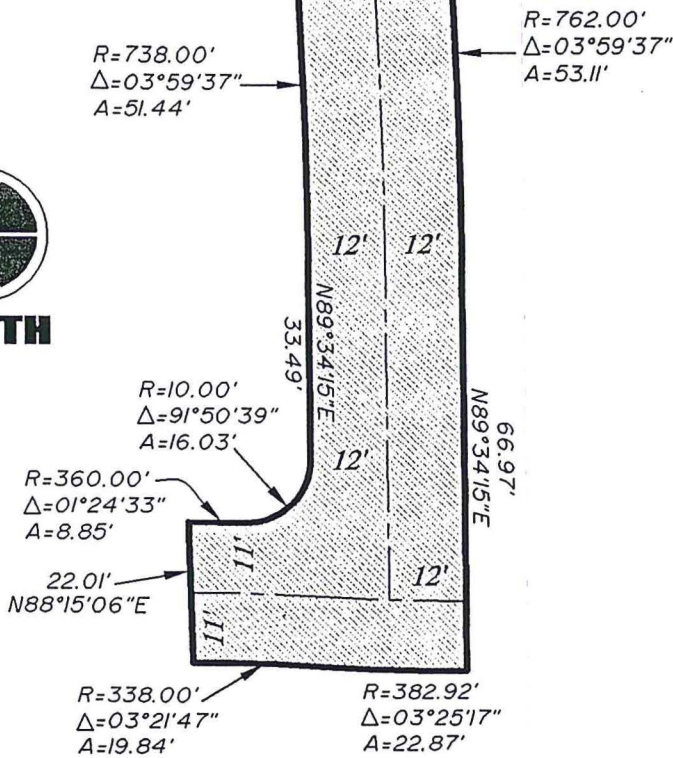
TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 4 - Ingress and Egress Easement.		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 100'
CHECKED BY:		PROJECT NO:	98-023

SHEET: 5

OF 6 SHEETS

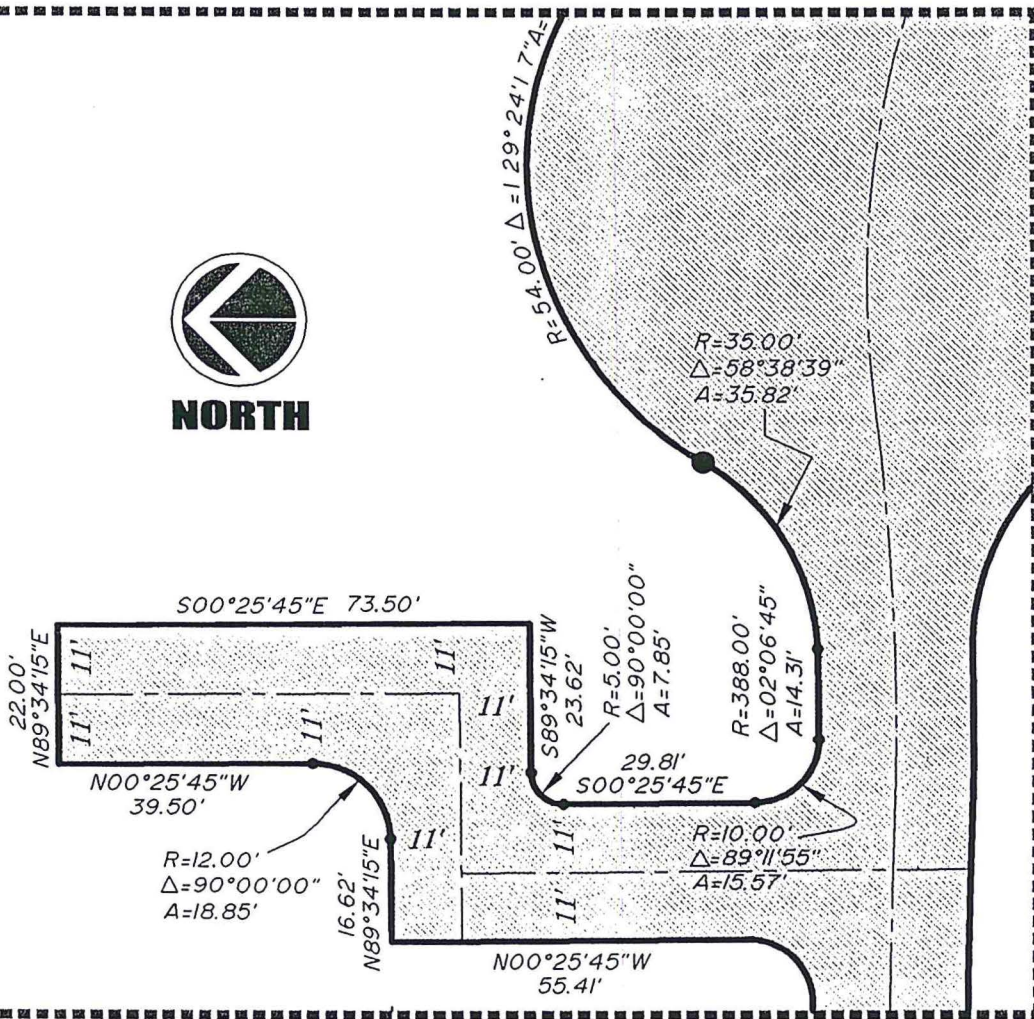
75 OF 95

EXHIBIT 2 - ACCESS EASEMENT.dwg 9-20-98 5:02:03 PM EST



DETAIL 2

Scale : 1" = 40'



DETAIL 1

Scale : 1" = 40'

Exhibit 4 - Ingress and Egress Easement

"Las Brisas at Doral" - Community Exhibits

FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
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TYPE OF PROJECT:	Condominium Exhibits		
SHEET NAME:	Exhibit 4 - Ingress and Egress Easement.		
CLIENT:	Brighton Homes, Inc.		
DESIGNED BY:	O.A.	DATE:	9-21-98
DRAWN BY:	JMM	SCALE:	1" = 40'
CHECKED BY:		PROJECT NO:	98-023

SHEET: 6

OF 6 SHEETS

76 of 95

EXHIBIT 5

ARTICLES OF INCORPORATION

EXHIBIT 6

BY-LAWS

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ARTICLES OF INCORPORATION
OF
LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

- 1 Name of Corporation. The name of the corporation is LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC. ("Association").
- 2 Principal Office. The principal office of Association is 7200 N.W. 7th Street, Suite 300, Miami, Florida 33126 or such other location as designated by the Board of Directors of the Association.
- 3 Registered Office - Registered Agent. The street address of the Registered Office of Association is 20801 Biscayne Boulevard, suite 501, Aventura, Florida 33180. The name of the Registered Agent of Association is:

NORMAN LEOPOLD

- 4 Definitions. A declaration entitled Declaration of Restrictions and Covenants for Las Brisas at Doral Community (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a community to be known as Las Brisas at Doral Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 5 Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon, including without limitation the Surface Water Management System; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; and (d) promote the health, safety and welfare of the Owners.
- 6 Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or officers.
- 7 Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of Association set forth in the Declaration, these Articles, and the By-Laws.
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, and the By-Laws and the rules, regulations, covenants, restrictions and/or agreements governing or binding Association.
 - 7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.
 - 7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Area or other property of Association, and establish reserves for deferred maintenance or capital expenditures.
 - 7.5 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of Association except as limited by the Declaration.

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7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7 To operate and maintain the Surface Water Management System in accordance with any and all permits for such system issued by SFWMD or its successor.

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12 To employ personnel and retain independent contractors to contract for management of Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13 To contract for services to be provided to, or for the benefit of, Association, Owners, and the Common Areas as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, utility services, and services necessary to maintain the Surface Water Management System.

7.14 To establish committees and delegate certain of its functions to those committees.

7.15 To hold all funds and property owned and acquired by the Association in the name of the Association for the benefit of Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

8 Voting Rights. Owners and Developer shall have the voting rights set forth in the Declaration and the By-Laws. All Owners subject to assessments, including contract sellers, shall be members of Association.

9 Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting of the members. Directors shall be elected for a term expiring on the date of the next Annual Members Meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Robert Stiegele	7200 N.W. 7th Street, Suite 300 Miami, Florida 33126
Michael Rabin	7200 N.W. 7th Street, Suite 300 Miami, Florida 33126

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Lisa Ramos

7200 N.W. 7th Street, Suite 300
Miami, Florida 33126

10 **Dissolution.** In the event of the dissolution of Association other than incident to a merger or consolidation, (i) any member may petition the Circuit Court of the Judicial Circuit of the State of Florida having jurisdiction for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties and (ii) the Surface Water Management System shall either be dedicated to an appropriate agency of local government or to a non-profit corporation of similar nature to Association to assure perpetual maintenance thereof.

11 **Duration.** Association shall have perpetual existence.

12 **Amendments.**

12.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

12.2 **Amendments Prior to the Community Completion Date.** Prior to the Community Completion Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 **Amendments From and After the Community Completion Date.** After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board.

13 **Limitations.**

13.1 **Declaration is Paramount.** No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 **Rights of Developer.** There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 **By-Laws.** These Articles shall not be amended in a manner that conflicts with the By-Laws.

14 **Incorporator.**

The name and address of the Incorporator of this corporation is:

NORMAN LEOPOLD
LEOPOLD & LEOPOLD, P.A.
20801 Biscayne Boulevard, suite 501
Aventura, Florida 33180

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15 Officers.

The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Robert Stiegele
Vice President:	Michael Rabin
Secretary:	Lisa Ramos
Treasurer:	Robert Stiegele

16 Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17 Director Transactions. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

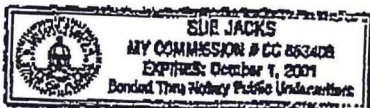
IN WITNESS WHEREOF, the Incorporator has hereto affixed her signature on this 29th day of September, 1998.

Norman Leopold
NORMAN LEOPOLD

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

The foregoing instrument was acknowledged before me this 29th day of September, 1998 by Norman Leopold, who is personally known to me or who has produced _____ as identification

Sue Jacks
Notary Public, STATE OF FLORIDA
Print name: Sue Jacks
My Commission Expires: _____



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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of his duties.

Dated this 29th day of September, 1998.


Name: Norman Leopold

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on September 30, 1998, as shown by the records of this office.

The document number of this corporation is N98000005620.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighteenth day of March, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**BY-LAWS
OF
LAS BRISAS AT DORAL
COMMUNITY ASSOCIATION, INC.**

INDEX

1.	<u>Name and Location</u>	1
2.	<u>Definitions</u>	1
3.	<u>Members</u>	1
	3.1. <u>Voting Interests</u>	1
	3.1.1. <u>Home Owned By Husband and Wife</u>	1
	3.1.2. <u>Trusts</u>	1
	3.1.3. <u>Corporations</u>	2
	3.1.4. <u>Partnerships</u>	2
	3.1.5. <u>Multiple Individuals</u>	2
	3.1.6. <u>Liability of Association</u>	2
	3.2. <u>Classes</u>	2
	3.4. <u>Special Meetings of the Members</u>	3
	3.5. <u>Notice of Members Meetings</u>	3
	3.6. <u>Quorum of Members</u>	3
	3.7. <u>Adjournment of Members Meetings</u>	3
	3.8. <u>Action of Members</u>	3
	3.9. <u>Proxies</u>	3
4.	<u>Board of Directors</u>	3
	4.1. <u>Number</u>	3
	4.2. <u>Term of Office</u>	3
	4.3. <u>Removal</u>	3
	4.4. <u>Compensation</u>	4
	4.5. <u>Action Taken Without a Meeting</u>	4
	4.6. <u>Appointment and Election of Directors</u>	4
	4.7. <u>Election</u>	4
	4.8. <u>Fiduciary Duty of Directors</u>	4
5.	<u>Meeting of Directors</u>	4
	5.1. <u>Regular Meetings</u>	4
	5.2. <u>Special Meetings</u>	4
	5.3. <u>Emergencies</u>	4
	5.4. <u>Quorum</u>	4
	5.5. <u>Open Meetings</u>	4
	5.6. <u>Voting</u>	5
	5.7. <u>Notice of Board Meetings</u>	5
6.	<u>Powers and Duties of the Board</u>	5
	6.1. <u>Powers</u>	5
	6.1.1. <u>General</u>	5
	6.1.2. <u>Rules and Regulations</u>	5
	6.1.3. <u>Enforcement</u>	5
	6.1.4. <u>Declare Vacancies</u>	5
	6.1.5. <u>Hire Employees</u>	5
	6.1.6. <u>Common Areas</u>	5
	6.1.7. <u>Granting of Interest</u>	5

	6.1.8. <u>Financial Reports.</u>	5
	6.2. <u>Vote</u>	5
	6.3. <u>Limitations.</u>	6
7.	<u>Obligations of Association.</u>	6
	7.1. <u>Official Records.</u>	6
	7.2. <u>Supervision.</u>	6
	7.3. <u>Assessments and Fines.</u>	6
	7.4. <u>Enforcement.</u>	6
8.	<u>Officers and Their Duties.</u>	6
	8.1. <u>Officers.</u>	6
	8.2. <u>Election of Officers.</u>	6
	8.3. <u>Term.</u>	6
	8.4. <u>Special Appointment.</u>	6
	8.5. <u>Resignation and Removal.</u>	6
	8.6. <u>Vacancies.</u>	6
	8.7. <u>Multiple Offices.</u>	6
	8.8. <u>Duties.</u>	6
	8.8.1. <u>President</u>	7
	8.8.2. <u>Vice President</u>	7
	8.8.3. <u>Secretary</u>	7
	8.8.4. <u>Treasurer</u>	7
9.	<u>Committees.</u>	7
	9.1. <u>General</u>	7
	9.2. <u>ACC.</u>	7
10.	<u>Records.</u>	7
11.	<u>Corporate Seal.</u>	7
12.	<u>Amendments.</u>	7
	12.1. <u>General Restrictions.</u>	7
	12.2. <u>Prior to the Community Completion Date.</u>	7
	12.3. <u>After the Community Completion Date</u>	8
13.	<u>Conflict.</u>	8
14.	<u>Fiscal Year.</u>	8
15.	<u>Miscellaneous.</u>	8
	15.1. <u>Florida Statutes</u>	8
	15.2. <u>Severability.</u>	8

BY-LAWS
OF
LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC.

1. Name and Location.

The name of the corporation is LAS BRISAS AT DORAL COMMUNITY ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 7200 N.W. 7th Street, Suite 300, Miami, Florida 33126, or at such other location designated by the Board of Directors (the "Board") from time to time.

2. Definitions.

The definitions contained in the Declaration of Restrictions and Covenants for Las Brisas at Doral Community (the "Declaration") relating to the residential community known as Las Brisas at Doral Community recorded, or to be recorded, in the Public Records of Miami-Dade County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Member" shall mean each Owner and Developer.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the Minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.4 of these By-Laws.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1. Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home or in the Doral 58th Parcel only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. Prior to the Turnover Date, Developer shall have Voting Interests equal to one (1) plus the total number of votes held by all other Members. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1. Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones

Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2. Classes. There shall be three (3) classes of Members as set forth below:

3.2.1. Class A shall be all of the Home Owners. There shall be one (1) vote appurtenant to each Home.

3.2.2. Class B shall be Developer. Prior to the Turnover Date, Developer shall have nine (9) votes for each Lot or Home owned by Developer. After the Turnover Date, the Class B membership shall automatically convert to Class A membership. If there is more than one Class B member, each shall be entitled to all of the rights and subject to all of the obligations of Developer hereunder, with such obligations to be shared based on the number of Homes capable of being developed in the Brighton Property and the Doral 58th Property pursuant to the then effective Development Plan. For example, if the Class B Member owning the Brighton Property owned land on which one-third of the Homes could be developed and the Class B Member owning the Doral 58th Property owned land on which two-thirds of the Homes could be developed, they would divide the Class B votes and the obligations, financial and otherwise, of the Developer on the same basis.

3.2.3. Class C will be Doral 58th or any successor in title to the Doral 58th Parcel prior to the time that such property is developed into Homes. The Class C membership shall automatically terminate and be converted to Class B membership upon the occurrence of any of the following: (i) Brighton acquires title to the Doral 58th Parcel, (ii) Doral 58th or its successor in title commences development of a Home within the Doral 58th Parcel, or (iii) Doral

58th or its successor as owner of the Doral 58th Parcel records an Amendment to the Declaration as provided for in section 7.5.3(iii) of the Declaration. Prior to its conversion to Class B membership, the Class C member shall not have a vote.

3.3. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.4. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by the Florida Statutes.

3.5. Notice of Members Meetings. Written notice of each Members Meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the Member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. **Alternatively, and to the extent not prohibited by the Florida Statutes,** the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by Association.

3.6. Quorum of Members. A quorum shall be established by the presence, in person or by proxy, of Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.7. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members Meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.8. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.9. Proxies. At all Members Meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1. Number. The affairs of Association shall be managed by a Board consisting of not less than three (3) persons. Board members appointed by Developer need not be Members of Association. Board members elected by Owners must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that

the term of the Board appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death, resignation or removal of a Director elected by the Members other than Developer, the remaining Directors may fill such vacancy. Directors elected by Members may be removed, with or without cause, by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect a majority of Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that can be built within Las Brisas at Doral.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8. Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. 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, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Service Providers for Telecommunication Services.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Las Brisas at Doral by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4. Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

6.1.6. Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8. Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3. Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may elect such other officers as the affairs of 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.

8.5. 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. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7. Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1. General. The Board may appoint such committees as it deems appropriate. The Board may fill any vacancies on any committee.

9.2. ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after

the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association. Notwithstanding the foregoing, after the Community Completion Date these By-Laws may be amended to change the number of directors on the Board by two-thirds percent (66 2/3%) of the Board acting alone. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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

15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

