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DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR THE LAKESHORE COMMUNITY
AT VILLAGES OF HOMESTEAD

THIS DECLARATION is made this 30th day of May, 1985, by VETERANS CONSTRUCTION CORPORATION, a Delaware corporation ("Declarant"), which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" - THE LAKESHORE COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, which shall be incorporated.
- (b) "The Properties" - All such properties, and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Community Areas" - The portions of Properties, deeded or leased to the Association and designated in said dedication, deed or lease as "Community Areas", together with any and all improvements from time to time erected on same, including without limitation, walkways, private streets, parking areas, street lighting, entrance features, beaches, parks, barbeque areas, lakes, recreational facilities, pools, clubhouses, cabanas, and landscaping; however, excluding any public utility installations thereon. If additional real property is brought under the provisions hereof by recorded Supplemental Declaration pursuant to Article II, then the Community Areas shall include the portion or portions of the additional real property that may be designated to be Community Areas in such Supplemental Declaration.
- (d) "Unit" - A single family residential dwelling for which a certificate of occupancy has been issued, whether a condominium, townhouse or detached residential unit.
- (e) "Owner" or "Members" - The record owner, whether one or more persons entities, of the fee simple or undivided fee interest in any unit located on The Properties. The terms shall not include condominium associations or other associations comprised of Owners of units.
- (f) "Master Association" - Villages of Homestead Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns, and the entity responsible for the administration of the Master Declaration.
- (g) "Master Declaration" - The Declaration of Protective Covenants and Conditions for Villages of Homestead, dated September 5, 1978 and recorded September 28, 1978 in Official Record Book 10169, Page 1539 of the Public Records of Dade County, Florida, and when the context permits, shall also mean the Articles of Incorporation and By-Laws of the Master Association, all as now or hereafter amended, modified or supplemented.

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- (h) "Condominium Association" - Any for profit or not for profit association created to administer a condominium pursuant to Chapter 718, Florida Statutes.
- (i) "Condominium Building" - That portion of The Properties and appurtenant improvements subject to a Declaration of Condominium pursuant to Chapter 718, Florida Statutes.
- (j) "Developer" - Veterans Construction Corporation, a Delaware corporation, its successors and assigns, if such successor or assignee acquires the undeveloped portion of The Properties and is designated as such by Veterans Construction Corporation. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. The Lakeshore Community. The Developer is contemplating a development to be known as the The Lakeshore Community, as conceptually depicted on the site plan attached hereto as Exhibit "B". The Properties are a portion of The Lakeshore Community. The decision of whether to subject all or any portion of the lands described in Exhibit "B" to the provisions of the Declaration shall be at the sole discretion of the Developer without regard to the fact that such action may after the relative voting strength of the members of the Association. The site plan is conceptual in nature only and is attached only for the purpose of depicting the land area affected. The location of the improvements, including, but not limited to, buildings, roads, water bodies, recreation facilities, and other amenities are subject to change at the sole discretion of the Developer, and as required by governmental regulations.

Subject only to the approval of Dade County and the City of Homestead, Developer may from time to time bring all or portions of the lands described in Exhibit "C" (which may or may not be contiguous to the real property described in this Section 1) under the provisions hereof or may withdraw portions of The Properties from the effect of this Declaration by recorded supplemental declarations.

Developer, for itself, its successors and assigns, covenants that any additional portions of The Lakeshore Community shall prior to the closing of the sale of the first unit within same either: (1) be made subject to this Declaration; or (2) be granted non-exclusive easements to afford such portions access, utilities and drainage through the Community Areas; which grant of easement may require payment of a prorata share of the expenses attributable to such Areas.

ARTICLE III

THE LAKESHORE COMMUNITY AT VILLAGES OF HOMESTEAD

Section 1. Membership. Every Owner shall be a Member of the Association, and by acceptance of the deed, each Owner accepts his membership in the Association, acknowledges the authority of the Association as stated in this Declaration, and agrees to abide by any be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the Bylaws and other Rules and Regulations of the Association. All of the

family members, guests, invitees, licensees, and tenants of the Owners shall similarly be bound while in or on The Properties. Membership in the Association is compulsory and shall continue, as to each Owner, until the time the Owner transfers of record his interest in the Unit upon which his membership is based or until his interest is transferred or conveyed by operation of law. Membership is appurtenant to and shall not be separated from the real property interest upon which membership is based. Notwithstanding anything else to the contrary set forth in this Section 1, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: All owners with the exception of the Developer. A Class A member shall be entitled to cast one vote for each Unit owned. When more than one person holds such interest or interests in any Unit, all such persons shall be members, and the vote shall be exercised by one member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any Unit.

Class B: The Developer. The Class B member shall be entitled to one vote per Unit owned; provided, however, that notwithstanding any provisions to the contrary the Developer shall have the right to elect the entire Board of Directors of the Association until the Turnover Date. The Turnover Date shall be 120 days after the earlier of (a) the eighth (8th) anniversary of the recordation of this Declaration, or (b) the giving of written notice by the Class B member(s) to the Association waiving the right to elect the entire Board.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenant and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

Section 4. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation, assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation association, trust or other organization. Any such disposition of assets shall be conditioned upon the assets being used for purposes similar to those for which they were utilized by the Association. No such disposition of Association properties shall be effected to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

Section 5. Community Areas.

(a) Ownership. Developer may retain the legal title to the Community Areas so long as it owns fee simple title to at least one (1) Unit in The Properties. On or before conveyance by Developer of the last Unit which it owns in The Properties (or sooner at the Developer's option), the Developer or its successors and assigns shall convey and transfer title to the Community Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. The Association is hereby empowered to delegate or convey any of its functions or properties to any

governmental unit for public utilities or other public purposes consistent with the intended use of such property.

(b) Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Community Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Community Areas and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Community Areas (upon completion of construction by Developer), including, but not limited to, landscaping, roadways, drainage structures, street lighting fixtures and appurtenances, except public utilities. All such work shall be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the Community Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Assessments for the Community Areas shall be against all Units equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Community Areas or abandonment of his right to use the Community Areas.

(c) Developer's Right to Community Areas. Developer shall have the right, from time to time, to enter upon the Community Areas and upon adjacent properties for the purpose of constructing any facilities on the Community Areas that Developer elects to build.

(d) Street Lighting. The Association may install street lighting, and shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer and the Association shall forthwith pay same to the Developer.

(e) Recreation Facilities and Additional Community Areas. The Recreation Facilities shall include, but not be limited to, pools and accompanying sundecks, bath facilities and shall specifically exclude those portions of the Community Areas constituting roads, access tracts, water bodies, beaches, parks, ponds, or bike paths dedicated for such purposes by the Developer, at the sole discretion of the Developer and made subject to this Declaration (pursuant to Section 2 of Article II) without the submission of additional recreation areas. The maximum number of units that will utilize the Community Areas is 640, of all of the lands of the The Lakeshore Community are subjected to the terms of this Declaration without additional Recreational Facilities being provided.

The decision to declare additional Community Areas and Recreational Facilities shall be at the sole discretion of the Developer and as required by governmental regulations.

(f) Designation of Restricted Community Areas.

(1) By the Developer - The Developer hereby reserves the right to designate certain Recreation Facilities of the Community Areas as Restricted Community Areas and certain Owners who may use the designated area ("Beneficiary Owners") in any Supplemental Declaration without the consent of any Owners or the Association. The cost and expenses for any Restricted Common Area shall be against the designated Beneficiary Owners equally, subject to the same condition as assessments for Community Areas.

(2) By the Association - The Board of Directors may designate certain Recreation Facilities of the Community Areas as Restricted Community Areas and its Beneficiary Owners. Such designation shall be made by resolution of the Board which shall describe such areas, designate the Beneficiary Owners entitled to their use, set forth the amount of the annual assessment attributable thereto, and redistribute such assessment among the Beneficiary Owners. The annual assessment shall be adjusted accordingly as to Non-beneficiary and Beneficiary Owners. Such resolution shall be effective at the beginning of the next assessment period.

Section 6. Lawn and Exterior Maintenance. The Association shall provide maintenance of all lawn areas and sprinkler systems located within The Properties. Provided, however, that the Association may contract with the Condominium Association to maintain such areas if, in its sole discretion, the Association deems it desirable. The obligations of the Association as described herein shall extend only to the landscaping as originally installed by the Developer. If any Condominium Association fails to maintain its Condominium Building, the Association may, at its option, provide such service and the Owners within the Condominium Association shall be responsible for the expense of such service. Assessments for lawn maintenance shall be against all Units equally; provided, however, that the cost of any lawn maintenance caused by the negligent conduct of an Owner, his guests, family or tenants or by the failure of such Owner, his guests, family or tenants to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Owner. In addition, an Owner, his guests, family or tenants may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to the Association. Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Condominium Association and/or Owner of the Unit which suffers damage.

Section 7. Architectural Control Board. The Architectural Control Board shall be a standing committee of the Association. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of the Declaration. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "D" attached hereto and made a part hereof. The initial Architectural Control Board shall be composed of: Louis Beck, Jose Navarro, Neil Rowan and the address of said Board shall be Homestead, Florida. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this Section. When all residential dwelling units proposed by the Developer to be constructed with The Properties have been conveyed to Owners, the members of the Architectural Control Board shall be designated by the Directors of the Association.

Section 8. Powers. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management or maintenance services. The Association shall have all other powers as provided in its Articles of Incorporation.

ARTICLE IV

ASSOCIATION-- COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Unit owned by it within The Properties, hereby covenants, and each Owner of any Unit, by acceptance of a deed

therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses as provided in Section 2 hereof, and special assessments as provided in Section 5 hereof, such assessments to be fixed, established and collected, from time to time, as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which such assessment is made, and shall also be the personal obligation of the person who was the Owner at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Units within The Properties.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Community Areas as provided in Article III, and to promote the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including, but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Community Areas (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Community Area; and, expenses agreed upon as General Expenses by the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in accordance with this Declaration and in such a manner that the obligations imposed by this Declaration will be met.

Section 3. Budgets. The Board of Directors shall cause to be prepared a separate budget for the following:

- (1) The Community Areas;
- (2) Any restricted Community Areas that may be designated pursuant to Article 5(e).

The expenses for the Community Areas shall be divided among all Units subject to this Declaration. The expenses for any Restricted Community Areas shall be divided among those units entitled to the use of such Restricted Community Areas.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. The annual assessments shall be payable in advance in monthly installments, or as otherwise determined by the Board of Directors of the Association. The amount of the annual assessment may be changed, at any time, by said Board from that originally adopted or that which is adopted in the future. The assessment shall be for a fiscal year, commencing with the beginning of annual assessments.

Section 5. Special Assessments. A special assessment may be levied against one or more Units for the following:

(a) special services to a specific unit, units or building which services are requested by the Owner(s) or Condominium Associations thereof.

(b) charges for expenses of the Association which are not General Expenses by which are attributable to a specific unit or units and which are designated as a special charge.

(c) reimbursement for damages caused by a Unit Owner or Owners, their family members, guests, invitees or tenants.

(d) capital improvements relating to the Community Areas or any Restricted Community Areas.

(e) late charges, user fees, fines and penalties.

(f) any General Expense which is not covered due to deficiency in assessments.

The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Unit or Units subject to such assessments for capital improvements shall not be effective until approved by two-thirds (2/3) vote of the members voting, in person or by proxy, at a meeting called for such purpose.

Section 6. Trust Funds. The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the Owners of all Units, as their interests may appear.

Section 7. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the Owner of any Unit, the Developer shall not be liable for assessments against such Unit.

Section 8. Roster; Notice; Certificate. A roster of the Units and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time furnish to any Owner liable for an assessment a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid as to the Unit owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 9. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such any late charges and/or interest thereon and the cost of collection thereof and attorneys' fees as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Unit upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Unit. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within ten (10) days after the due date, the Association may impose a late charge of Fifty (\$50.00) Dollars and/or the assessment shall bear interest from the date when due at the maximum interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorneys' fees to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of

lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 10, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 11. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use.

(b) All Common Areas as defined in Article I hereof.

(c) All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

EASEMENTS

Section 1. Members' Easements.

A. To Community Areas - Each Owner shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, roadways, access tracts and pedestrian/bike paths, from time to time, laid out on the Community Areas, for use in common with all Owners and Condominium Associations, their tenants, agents and invitees. The portion of the Community Areas not used, from time to time, for walkways and/or roadways or lakes shall be for the common use and enjoyment of the Members of the Association and each Owner shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association, provided, however, Owners residing in non-lake front Units shall only use designated access areas to the lakes, beaches and parks in The Properties. The foregoing easements are subject to the following:

(a) The right and duty of the Association to levy assessments against each Unit for the purpose of maintaining the Community Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on The Properties, from time to time, recorded.

(b) The right of the Association to suspend the voting rights and right to use the Community Areas and facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Community Areas and all facilities at any time situated thereon.

B. To Restricted Community Areas. - If a portion of the Community Areas is designated "Restricted Community Area," as provided in this Declaration, the easement for pedestrian ingress and egress granted in Paragraph A above shall not be extinguished.

C. Right of Owner. - The right of an Owner to the use and enjoyment of the Community Areas and facilities thereon shall extend to the Members of his immediate family who reside with him, subject to regulations, from time to time, adopted by the Association in its lawfully adopted and published rules and regulations.

D. Right of Condominium Associations. - Each Condominium Association, their employees, agents and licensees, is hereby granted a non-exclusive easement for ingress and egress across the Community Areas for the purpose of performing their maintenance obligations under their respective Declarations of Condominiums.

Section 2. Easement Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Unit.

Section 3. Utility Easement. Public utilities may be installed underground in the Community Areas when necessary for the service of the Properties or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easement. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across The Properties.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement shall encroach upon any portion of the Community Areas or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of Developer or any other Owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Additional Easements. The Developer (during any period in which the Developer has any ownership interest in The Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of The Properties and to grant access easements and to relocate any existing access easements in any portion of The Properties as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of The Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with any condominium.

Section 7. Association Easement. For the purpose solely of performing the maintenance authorized by Section 6 of Article III, the Association, through its duly authorized agents, employees or independent contractors, shall have the right to enter upon any Condominium Building at reasonable hours of any day. Each Owner and Condominium Association hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Units or Condominium Building and through improvements constructed, as may be reasonably necessary to effect and perform the maintenance aforementioned. In addition, the Owner of the adjoining property (not within The Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform the maintenance aforementioned. In such event, the Association shall indemnify the adjoining Property Owner for any damage or

injury to the easement areas caused by the use thereof or access to perform the maintenance. In the event an Owner is on vacation and/or will not be present to permit entry onto his Unit for the maintenance aforementioned, said Owner shall deposit his Unit key with his Condominium Association to permit entry thereon.

Section 8. Developer's Easement During Construction and Sales. For so long as the Developer is the Owner of any portion of or Unit in The Properties, or in the ordinary course of business, Developer, its licensees, employees, and agents, shall have an easement over and across all The Properties and Community Areas for the purpose of constructing Units and appurtenances, and any facilities on the Community Area the Developer elects to construct, and for the purpose of maintaining or using any unused portion of or Unit in The Properties and Community Areas as a sales office or for the purpose of selling any Unit in or portion of The Properties.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Units and Condominium Buildings situated within The Properties.

Section 2. Land Use. All Units or Condominium Buildings shall only be used for residential purposes. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted for the Developer.

Section 3. Change in Units and Buildings. No Owner or Condominium Association shall make or permit any structural modification or alteration of any Condominium Building except with the prior written consent of the Architectural Control Board or its successors, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other Units or buildings. The interior alteration, modification and repair of Units shall be governed by the Declaration of Condominium.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the County of Dade and City of Homestead, Florida and any specific zoning approvals thereunder, or as originally constructed by Developer or its successors or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress may appear in the public records. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Condominium Buildings and/or the Community Area, under and through the utility easements and under and through such portions of The Properties not containing a building, as such building may, from time to time, be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within The Properties, whether in streets, right-of-ways or utility easements, shall be installed and maintained underground; provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances. No noxious or offensive activity shall be carried on in any Unit or Condominium Building, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Unit or Condominium Building.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any portion of The Properties either temporarily or permanently, however this provision shall not apply to the Developer.

Section 8. Signs. Except for one sign of not more than one square foot used to indicate the name and/or number of the Condominium Building, no sign of any kind shall be displayed to the public view on The Properties, without the prior written consent of the Board of Directors of the Association; provided that the Developer, so long as it has not sold all of its Units in The Properties, shall retain the right to disapprove any signs displayed to the public view.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of The Properties, except that dogs weighing less than forty (40) pounds, cats, or other household pets may be kept, subject to rules and regulations of the Association and the applicable Condominium Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions anywhere within The Properties except as designated by the Association. In the event the pet provisions of a Declaration of Condominium are more stringent than those contained herein, the Declaration of Condominium shall prevail as to that portion of The Properties.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control. Except for the original construction by the Developer, no building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any portion of The Properties until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board and by the Architectural Control Committee of the Master Association. All such structures and improvements are subject to the provisions of the Master Declaration. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or there structure or improvements, and any change in the appearance of the landscaping, shall be deemed and alteration requiring approval.

Section 13. Exterior Appearance and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Developer in accordance with the provisions of this Declaration without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board and the Architectural Control Committee of the Master Association shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, and as

originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board and the Master Association.

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, recreational vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any portion of The Properties, except as provided below. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. Developer may elect to include a storage area for such vehicles within The Properties, and, in such event, all such vehicles, boats, etc., must be stored within such area with the prior, written consent of the Association.

Section 15. Fences. No fence, wall or other structure shall be erected on the Property except as originally installed by Developer or its assignee, and except any approved by the Architectural Control Board.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any portion of The Properties (exterior of any Unit or Condominium Building) except in those areas designated by the Association; provided, however, that the requirements, from time to time, of the County of Dade and the City of Homestead for disposal or collection shall be complied with. All equipment for the disposal of such material shall be kept in a clean and sanitary condition.

Section 17. Drying Areas. No clothing, laundry or wash shall be aired or dried on the patio railings or walls of any Unit, nor shall such items be exposed to public view.

Section 18. Open Space. The portion(s) of any plat of The Properties which is considered required open space for a Planned Unit Development pursuant to the Dade County Zoning Code, as same exists on the date of recordation of the Declaration, may not be vacated in whole or in part unless the entire plat is vacated.

Section 19. Condominium Building Documents. Copies of all Declaration of Condominium, Articles of Incorporation and Bylaws of the Condominium Association, and any amendments thereto shall be submitted to the Architectural Control Board prior to being recorded or filed in the Public Records. Upon receiving written approval of such documents from the Architectural Control Board, documents may be recorded in the Public Records. This provision shall apply also to any legal documents creating restrictions, covenants and servitudes and incorporating any corporation comprised of Owners. This provision shall not apply to any documents of the Declarant.

Section 20. Use of the Community Areas. In using the Recreation Facilities of the Community Area, all children under sixteen (16) years of age must be accompanied and supervised by their parent(s) or an adult over twenty-one (21) years of age at all times. Otherwise, use of the Community Areas shall be subject to rules and regulations promulgated by the Association and amended or altered in its sole discretion. The Association is vested with the power and authority to limit and restrict certain recreational uses and activities to certain portions of the Community Areas and The Properties. All Owners and their guests and invitees who engage in such uses and activities, including but not limited to, fishing, boating, picnicing, cooking, sun bathing, jogging, swimming, etc., do so at their own risk. Neither Developer nor the Association represent or warrant that the facilities so provided are fit for such purposes and, in fact, specifically disclaim any such representation or warranty.

ARTICLE VII

OWNERSHIP IN VILLAGES OF HOMESTEAD

Section 1. The Villages of Homestead Development. The Properties (as defined in this Declaration) is part of a development known as Villages of

Homestead to be created on the Properties (as defined in the Master Declaration). The Master Declaration contains certain rules, regulations, and restrictions relating to the use of the Common Areas (as defined in the Master Declaration), as well as the Properties (as defined in this Declaration), which Master Declaration, as amended, modified and supplemented hereafter, are hereby incorporated herein by this reference. Each Unit Owner will be a member of the Master Association and will be subject to all of the terms and conditions of the Master Declaration, as amended, modified and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners (and other members of the Master Association) for a pro-rata share of the expenses of the operation and maintenance of the Common Areas, and to impose and foreclose liens in the event such assessments are not paid when due.

Section 2. Notice to the Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Community Areas, shall be promptly forwarded to the Master Association.

ARTICLE VIII

TURNOVER

Section 1. Time of Turnover. The turnover of the Association by the Declarant shall occur at the time as specified in Article III, Section 2 hereof.

Section 2. Procedure of Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A Members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association.

Section 3. Procedure for Meeting. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE IX

INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration in the Public Records of Dade County, Florida, each and every conveyance of any portion or all of The Properties is subject to the herein contained covenants and restrictions, and the instrument page numbers where this Declaration is recorded in the Public Records of Dade County, Florida. These Restrictions shall be covenants running with the land, be a part thereof, and be binding upon the land and the Owners thereof and their successors, successors-in-title, designees, grantees, and assigns. The provisions of this Article shall also apply to all Supplemental Declarations which cover portions of The Properties conveyed in particular instruments of conveyance. In the event an instrument of conveyance is given or recorded without the information required by this Article, such information shall be deemed constructively included therein as if expressly set forth.

ARTICLE X

ENFORCEMENT

Section 1. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant hereto provided the following procedures are adhered to:

(a) Notice: the Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall be afforded the opportunity to present reasons why a fine or fines should not be imposed.

(b) Hearing: The matter of noncompliance shall be presented to the Board of Directors at such meeting of the Board and the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be furnished to the Owner no later than twenty-one (21) days after the conclusion of the said meeting of the Board.

(c) Appeal: Any Owner aggrieved by the decision of the Board of Directors as to a noncompliance may file a written request with the Board for an appeal of such decision. Such written request must be filed within seven (7) days after the furnishing of such decision to the Owner charged with any matter of noncompliance. An appeals committee shall be appointed by the Board within seven (7) days after the filing of such request for appeal consisting of three (3) non-interested Members of the Association. The said appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the Owner. In no case shall the appeals committee's findings be binding on either party; however, the Board may elect to review its decision in the light of the findings of the appeals committee.

(d) Penalties: For each noncompliance or violation, the Board of Directors may impose reasonable special assessments against the Lot owned by the Owner.

(e) Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof.

(f) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

(g) Application of Fines: All monies received from fines shall be allocated as determined by the Board of Directors.

(h) Nonexclusive Remedy: The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 2. Enforcement by Association and Developer. The Association and Developer (as defined in this Declaration) shall have the right, but not the obligation, to enforce the covenants, conditions, restrictions, prohibitions, and other provisions of this Declaration and of the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association by action for damages and/or equitable relief. In any proceeding brought by the Association or the Developer for the enforcement or to determine the construction of any of the provisions of this Declaration, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees including appellate attorneys' fees; provided, however, that no award of costs and reasonable attorneys' fees shall ever be entered against the Developer.

ARTICLE XI

MISCELLANEOUS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Developer, the Association, the Condominium Association or the Owner of any Unit subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Units has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Voters Representative or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner, or Voting Representative on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The prevailing party in any such enforcement proceeding shall be entitled to his attorneys' fees and costs.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. Amendments.

A. Until the Turnover Date, this Declaration may only be amended as follows: (1) by the Owners as provided below with the consent and joinder of the Developer; (2) by the Developer, which amendment shall not require the joinder of the Association or any Owner unless it shall have the effect of materially increasing the assessments due hereunder without benefit of additional facilities.

B. After the Turnover Date, this Declaration may be amended as follows:

1. By the Owners holding not less than two-thirds (2/3) of the vote of the membership in the Association; provided, however, such amendment shall require the consent of the Developer so long as it is the Owner of any portion of The Properties.

2. By the Developer in order to correct scrivener's errors and in order to comply with the requirements of any governmental or regulatory agency.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

EXECUTED as of the date first above written.

Signed, sealed and delivered in the presence of:

Margaret J. Davis
Annette Kitt

VETERANS CONSTRUCTION CORPORATION, a Delaware corporation

By: M. J. [Signature]
Vice President

Corporate Seal



STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, this 21st day of May, 1985, Neil E. Raven, as Vice President of Veterans Construction Corporation, a Delaware corporation, on behalf of the corporation

Rita Ross
Notary Public
State of Florida



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 18, 1987

OFF REC 12526 PG 2542

EXHIBIT "A"
TO
DECLARATION OF COVENANTS
AND RESTRICTION FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HOMESTEAD

OFF 12526 PG 2543
REC

EXHIBIT "B"
TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HOMESTEAD

EXHIBIT "C"
TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HOMESTEAD

EXHIBIT "D"
TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HOMESTEAD

Rules and Regulations
of the
Architectural Control Board
of The Lakeshore Community

1. Any Owner who desires to construct an improvement or structure of any kind shall submit two (2) complete sets of all plans and specifications and samples of proposed building materials to the Architectural Control Board (the "Board").
2. All approvals of the Board shall be subject to further approval by the Architectural Control of the Master Association.
3. No window or wall air conditioning units are permitted.
4. Except when placed in front for pick-up, no garbage container shall be visible from any street or other right-of-way.
5. All dogs and cats shall be leashed at all times and Owners shall remove any excretions immediately.

