

80R 61572 1980 MAR -4 P 4: 33

DECLARATION OF CONDOMINIUM

OF

KENDALLWOOD VILLAS,

A CONDOMINIUM

I.

SUBMISSION STATEMENT

KENDALLWOOD VILLAS LTD., a California Limited Partnership, authorized to do business in the State of Florida, (the "Developer"), which owns fee simple title of record to the real property located in Dade County, Florida, the legal description of which is:

A parcel of land lying in Section 7, Township 55 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of said Section 7; thence run S 2° 03' 00" W, along the East line of said NE 1/4 of Section 7, for a distance of 55.01 feet to a point on a line that is 55.00 feet South of and parallel to the North line of said NE 1/4 of Section 7; thence run N 89° 09' 15" W, along said line that is 55.00 feet South of and parallel to said North line of the NE 1/4 of Section 7, for a distance of 500.00 feet to the Point of Beginning of the following described parcel of land; thence continue N 89° 09' 15" W, along the last described line, for a distance of 179.94 feet to a point; thence run S 0° 50' 45" W, for a distance of 509.94 feet to the point of curvature of a circular curve to the right having a radius of 530.00 feet; thence run Southwesterly, along the arc of said curve, for a distance of 172.07 feet; through a central angle of 18° 36' 05", to a point on a line that is 734.00 feet South of and parallel to said North line of the NE 1/4 of Section 7; thence run S 89° 09' 15" E, along the aforementioned line, for a distance of 637.83 feet to a point on the Westerly right-of-way line of the South Dade Expressway, as described in Parcel No. 705, Road No. 1083, Section 7-55-40, Parcel Data Sheet, South Dade Expressway, Dade County Public Works, Right-of-Way Division; thence run N 12° 53' 41" W, along said Westerly right-of-way line of the South Dade Expressway, for a distance of 269.43 feet to a point on a line that is 125.00 feet West of and parallel to said East line of the NE 1/4 of Section 7; thence run N 2° 03' 00" E, along said Westerly right-of-way line of the South Dade Expressway and along said line that is 125.00 feet West of and parallel to the East line of the NE 1/4 of Section 7, for a distance of 220.00 feet to a point; thence run N 24° 49' 44" W, along said Westerly right-of-way line of the South Dade Expressway, for a distance of 163.47 feet to a point on a line that is 105.00 feet South of and parallel to said North line of the NE 1/4 of Section 7; thence run N 79° 41' 31" W, along said Westerly right-of-way line of the South Dade Expressway, for a distance of 304.14 feet to the Point of Beginning; containing 8.40 acres, more or less, together with the structures and improvements located thereon.

307.2

hereby declares the land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, including the land described above ("Land") to be condominium property and submits the Land to the condominium form of ownership, pursuant to Chapter 718, Florida Statutes, (the "Condominium Act") upon and subject to the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

II.

DEFINITIONS

In addition to the terms defined above, and elsewhere herein, the following terms when used in this Declaration shall have the following meanings except where the context clearly indicates a different meaning:

1. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners.
2. "Association" means KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.
3. "Buildings" means the structures in which the residential Units are located.
4. "By-Laws" mean the By-Laws of the Association existing from time to time.
5. "Common Elements" means and includes:
 - (a) The portions of the Condominium Property which are not included within the Units.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building or Buildings.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) The parking spaces shown in Exhibit "A" attached hereto and such other parking spaces as may thereafter be a part of the Condominium Property.

(f) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

6. "Common Expenses" means all expenses incurred by the Association for the Condominium for which the Unit Owners are responsible.
7. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, fees, rents, profits and revenues on account of the Common Elements, over the Common Expenses.
8. "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.
9. "Condominium Property" means the Land, all Improvements on or servicing the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium, and all other property, real, personal and mixed, which may subsequently be made subject to this Declaration as hereinafter described.
10. "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
11. "Developer" means KENDALLWOOD VILLAS LTD., which creates a Condominium or offers Condominium Parcels for sale, lease or license in the ordinary course of business but does not include an Owner or Lessee of a Unit who has acquired his Unit for his own occupancy or use.
12. "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
13. "Institutional Mortgagee" means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as an institutional type lender or the Developer, holding a first mortgage on a Unit or Units.
14. "Limited Common Elements" mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit it or it is otherwise expressly provided.
15. "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
16. "Unit Owner" or "Owner" or "Owner of a Unit" means the Owner of a Condominium Parcel.
17. Unless the context requires otherwise, all other terms used herein shall have the meanings ascribed to them under Section 718.103 of the Condominium Act.

III.

NAME

The name by which this Condominium is to be identified is:

KENDALLWOOD VILLAS, A CONDOMINIUM

IV.

IDENTIFICATION OF UNITS, COMMON ELEMENTS AND SURVEY

1. DESCRIPTION. The improvements on the Land consist of six (6) connected Buildings, each being a two-story garden style apartment building surrounding central courtyards or atriums, Common Areas and Limited Common Areas. There are a total of 192 Units in the Condominium each of which are identified by a separate number and/or letter designation. There is attached hereto as Exhibit "A" a Plot Plan, Survey and Graphic Description showing these designations, the location of the Buildings and other Improvements and which identifies the Common Elements as well as the Limited Common Elements. There shall pass with title to a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

2. UNIT BOUNDARIES.

A. Each Unit within the Buildings shall include that part of the Buildings containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(1) Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(a) Upper Boundary: The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundary: The horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior or the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries and extended to include the terrace attached to the Buildings adjacent to each Unit.

(3) Apertures: Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casing therefor, shall be included in the boundaries of the Unit.

3. LIMITED COMMON ELEMENTS. Each Unit shall have, as a Limited Common Element appurtenant thereto the terrace to which such Unit has direct and exclusive access to.

4. EASEMENTS. The following easements are hereby created (in addition to any easements created under the Act):

(a) Support: Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility Services: Easements are reserved under, through and over the Condominium Property as may be required for utility services in order to serve the Condominium; provided, however, such easements running through a Unit shall be limited to those provided in the plans and specifications for the Building, or existing in the Building, as constructed or reconstructed, unless approved in writing by the affected Unit Owner. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's or Dock Use Owner's permitted use of his Unit.

(c) Encroachments: If any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or any encroachment shall hereafter occur as a result of construction of the Improvements, settling or shifting of the Improvements, any alteration or repair to the Common Elements made by or with the consent of the Association, or any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid

easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress: A non-exclusive easement in favor of each Unit Owner and resident, his guests and invitees, shall exist for pedestrian traffic over, through and across the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien (other than those on the Condominium Parcels) and any leasehold or lien shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(e) Construction; Maintenance: The Developer (including its designees, contractors, successors and assigns) shall have the right, but not the obligation, in its and their sole discretion from time to time to enter the Condominium Property and take all other action necessary or convenient for repair, replacement and maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

(f) Sales Activity: For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

V.

UNDIVIDED SHARE IN COMMON ELEMENTS AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS AS APPURTENANCES

1. Each of the Unit Owners of the Condominium shall own an undivided percentage interest, as more specifically set forth in Exhibit "B", attached hereto and made a part hereof, in the Common Elements and Common Surplus.

2. The Common Expenses shall be shared by the Unit Owners in accordance with their percentage interest in the Common Elements as set forth in paragraph 1 of this Article.

3. Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage ownership interest in the Common Elements.

VI.

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Membership in the Association shall be restricted to record Owners of Units. Each Unit Owner is entitled to one vote as more specifically provided in Article III of the Articles of Incorporation of the Association attached hereto as Exhibit "C". The By-Laws of the Association are attached hereto as Exhibit "D".

VII.

METHOD OF AMENDMENT OF DECLARATION

Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

1. BY THE ASSOCIATION. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

(a) Unit Owners owning not less than 50% of the Units represented at any meeting at which a quorum has been attained and by not less than 66-2/3% of the Board of Directors of the Association; or

(b) Unit Owners owning not less than 80% of the Units represented at any meeting at which a quorum has been attained; or

(c) 100% of the Board of Directors; or

(d) Not less than 50% of the entire membership of the Board of Directors in the case of amendments to the section hereof entitled "Insurance" or other sections that are reasonably required by insurers and/or Institutional Mortgagees.

(e) No amendment in any way changing the rights and reservations of the Developer herein may be passed by the Association without prior written approval of the Developer, its successors or assigns.

2. BY THE DEVELOPER. The Developer, during the time it is in control of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded.

3. EXECUTION AND RECORDING. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a Certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be so evidenced in writing, but a Certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the public records of Dade County, Florida.

4. PROVISO. Unless otherwise provided specifically to the contrary in this Declaration:

(a) No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by a Unit Owner shares the burden of the Common Expenses and owns the Common Elements and Common Surplus, unless the record Unit Owner thereof, and all record holders of mortgages or other liens thereon, shall join in the execution of the amendment.

(b) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance; nor shall an amendment make any change to Article VIII unless all Institutional Mortgagees shall join in the amendment.

VIII.

INSURANCE

The insurance which shall be carried upon the Condominium Property, and the property of the Unit Owner shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE.

(a) All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Unit Owners, the Developer, and their mortgagees as their interest may appear in a company having a Best's rating of A or better, and provisions shall be made for the issuance of Certificates of Mortgagee Endorsements to the said mortgagees, subject to the provisions of subparagraph (b) below. Such policies and endorsements shall be deposited with the Insurance Trustee named in such subparagraph. Unit Owners may obtain insurance coverage at their own expense upon their personal property, and for their personal liability and living expense.

(b) The Institutional Mortgagee having the highest dollar indebtedness on Units in the Condominium Property is referred to herein as the "Insurance Trustee" and shall have the right to approve the following:

(i) The policies and the company or companies acting as the insurers under the insurance placed herein;

(ii) The amount of insurance; and

(iii) The right to designate and appoint the insurance trustee. The insurance company or companies must be authorized to do business in the State of Florida and shall have an agency in either Dade or Broward County, Florida. In the absence of the action of said mortgagee in giving its approval or disapproval as aforesaid, then the Association shall have said right without qualification.

2. COVERAGE.

(a) Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium and insuring the Association, the Owners of Units and Developer, from time to time, provided that the minimum amount of coverage shall be, as to bodily injury and property damage, the combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS for one occurrence and ONE MILLION (\$1,000,000.00) DOLLARS aggregate. Premiums for the payment of such insurance shall be paid by the Board of Directors of the Association, and such premiums shall be charged as a Common Expense of the Association for which Assessments are levied.

(b) Casualty: The building and improvements upon the Land and all personal property included in the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

ciation. Such coverage shall afford protection against: (i) loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement; and (ii) such other risk as from time to time shall be customarily covered with respect to buildings and structures similar in construction, location, and use, including but not limited to, vandalism and malicious mischief.

(c) Workmen's Compensation: As shall be required to meet the requirements of the law.

(d) Unit Owners' Responsibility: Each Owner of a Unit shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit. The Owner of a Unit shall have no personal liability for any damages caused by the Association, or in connection with the use of the Common Elements. An Owner of a Unit shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

3. LOSS PAYABLE TO INSURANCE TRUSTEE. All casualty insurance policies purchased by the Association hereunder shall provide that all proceeds covering casualty losses shall be paid to any bank or trust company in Dade County, Florida, having trust powers as Trustee, as may be designated by the Board of Directors of the Association, and approved by the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and then, only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein.

4. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors of the Association shall collect and pay the premium for all insurance and all fees and expenses of the Insurance Trustee as part of the Common Expenses for which Assessments are levied.

5. LOSS WITHIN A SINGLE UNIT. If loss shall occur within a single Unit or Units with damage to the Common Elements and/ or the party wall between Units, the provisions of paragraph 6 below

shall apply. Losses occurring to personal property within any individual Unit shall be insured by or borne by the individual Owner of a Unit only and the Association shall not be responsible therefor.

6. DETERMINATION OF DAMAGE, AND USE OF PROCEEDS. Where a loss or damage occurs within a Unit or Units, or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial damage" (as such term is hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss, except where the loss or damage is solely that to be borne by the Unit Owner as provided above in this Article.

(a) Immediately after a casualty causing damage to any part of the Condominium Property, the Board of Directors of the Association shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single Unit within the Buildings, then it shall be the responsibility of that Unit Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly upon determination of said deficiency, levy a special Assessment against all Unit Owners for that portion of the deficiency related to individual damaged Units; provided, however, that if in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged Units, the Board of Directors shall levy the special Assessment for the total deficiency against each of the Unit Owners, according to the percentages set forth in Article V of this Declaration.

(b) Unless there occurs very substantial damage to or destruction of all of a substantial portion of the Condominium Property, and unless the Unit Owners elect not to rebuild and repair, as provided in paragraph 7 below of this Article, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the Assessments hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the Unit Owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the Assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided.

(c) Notwithstanding the provisions of this Article, if the damage or loss is limited to the Common Elements with no or minimum damage or loss to any

individual Units, and if such damage or loss to the Common Elements is less than \$3,000.00 (THREE THOUSAND DOLLARS), the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, who shall promptly contract for the repair and restoration of the damage.

7. VERY SUBSTANTIAL DAMAGE. As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "very substantial damage" to, or destruction of, all or a substantial portion of the Condominium Property, shall mean that three-fourths (3/4ths) or more of the total of the Units in the Condominium are rendered untenable by casualty loss or damage, or loss or damage whereby 75% or more of the total amount of insurance coverage placed pursuant to this Article becomes payable. Should there occur very substantial damage to or destruction of all or a substantial part of the Condominium Property, the Buildings shall not be reconstructed, unless three-fourths (3/4ths) of the Unit Owners agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee, and the Unit Owner shall then be obligated to deposit the funds necessary for restoring his Unit within the Building towards his share of the rebuilding costs. In the event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the Unit Owners and their mortgagees, as their interests may appear, and the Condominium Property shall be removed from the provisions of the Condominium Act with the results provided for by Section 718.117 of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a Certificate, signed by one of the officers of the Association, stating that the said sixty-day period has elapsed, and that the Association has not received the necessary writings from three-fourths (3/4ths) of the Unit Owners. In the event any dispute shall arise as to whether or not "very substantial damage" has occurred, it is agreed that such a finding made by the Board of Directors of the Association, shall be binding upon all Unit Owners.

IX.

MAINTENANCE AND REPAIRS

1. UNITS. All maintenance, repairs and replacements of, in or to any Unit, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical plumbing, heating and air conditioning fixtures and outlets, if any, within the Unit or the Limited Common Elements or belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

2. COMMON ELEMENTS. Except to the extent (a) expressly provided to the contrary herein, or (b) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (including the Limited Common Elements) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owner in which case such cost and expense shall be paid solely by such Unit Owner.

3. ENFORCEMENT. In the event the Owner of a Unit fails to maintain such Unit as required by paragraph 1 above, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in an appropriate Court for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an Assessment against the Owner of a Unit, and the Unit for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Such Assessment shall have the same force and effect as all other special Assessments. The Association

shall have the further right to have its employees or agents, or any contractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Association, to enforce compliance with the provision of this Article.

X.

**OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION;
POWERS AND DUTIES; OCCUPANCY AND USE RESTRICTIONS**

1. GENERAL AUTHORITY. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws of the Association as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Condominium Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.

(b) The power to make and collect Assessments, fees and other charges against Unit Owners.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

(d) The power to enter into contracts with others (whether or not they are affiliated with the Association or Developer), for a valuable consideration, for maintenance and management of the Condominium Property, and, in connection therewith, to delegate those powers and rights not in conflict with Florida Statute Chapter 718 or the Condominium Documents.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgage and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Owners of Units as may be specified in the By-Laws with respect to certain borrowing.

(f) Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, parking lots or areas, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or benefit of the Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(g) The power to adopt and amend Rules and Regulations covering the details of the operation and use of the Condominium Property.

In the event of conflict in provisions among the various Condominium Documents as to the powers and duties of the Association or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable Rules and Regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable Rules and Regulations; and the By-Laws shall take precedence over applicable Rules and Regulations, all as amended from time to time.

2. LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property.

3. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if present as if at any Association meeting, unless the joinder of record Owners of Units is specifically required by

this Declaration or by law. In the event a Unit is owned by more than one person, whether individually, as tenants in common, joint tenants, or tenants by the entirety, the owners of such Unit shall decide between themselves as to which Owners of Units shall cast the vote for that Unit at any Association meeting and will so notify the Secretary of the Association in writing prior to the casting of such vote.

5. ACTS OF THE ASSOCIATION. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken may be by a majority of the Board of Directors at a meeting held at which a quorum is in attendance, without the further consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

6. INITIAL RULES AND REGULATIONS. In order to provide for a congenial and compatible community and to preserve the value of the Condominium Property and the individual Units, and the use of the Condominium Property, the Association has promulgated certain Rules and Regulations, a copy of which is attached hereto as Exhibit "E". These Rules and Regulations may be amended from time to time as provided in the By-Laws of the Association. A Unit Owner's use and enjoyment of the Condominium Property will be subject to the said Rules and Regulations as hereinbefore referred to and as may be amended and added to hereafter and from time to time.

XI.

DETERMINATION OF COMMON EXPENSES AND
FIXING OF ASSESSMENTS AND FEES THEREFORE

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments and/or fees payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair and replacement of the Common Elements; costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or by the Association. The budget may, but need not, include reserves. Any reserve funds or working capital contributions may be used as the Board of Directors shall determine from time to time and need not be restricted to replacements or otherwise. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. The Developers initial Estimated Operating Budget is attached hereto as Exhibit "F".

The Board of Directors may likewise, from time to time hereafter, establish special assessments chargeable to a Unit in the same fashion as regular Assessments are chargeable under the conditions of this Declaration of Condominium. In the event, however, such special assessment is caused by failure of a Unit Owner to fill his obligations under this Declaration, then in such event the special assessment may be levied solely against such Unit Owner.

XII.

COLLECTION OF ASSESSMENTS

1. LIABILITY FOR ASSESSMENTS. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments, special Assessments or fees coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments, special Assessments or fees against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments, special Assessments or fees may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or fee charges are made.

2. DEFAULT IN PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES. Assessments or fees and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate of ten (10%) per cent per annum from the due date until paid. The Association has a lien on each Condominium Parcel for any unpaid Assessments and/or fees as to same, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment and/or fees or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Dade County, stating the description of the Condominium Parcel, the name of the record owner, the amount due and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien shall include only Assessments and/or fees which are due when the claim is recorded. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose the lien for unpaid Assessments and/or fees in the manner of a mort-

gage foreclosure of real property and may also bring an action to recover a money judgment for the unpaid Assessments and/or fees without waiving any claim of lien.

3. NOTICE OF INTENTION TO FORECLOSE LIEN. No foreclosure suit may be filed until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or fees. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or fees, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner in person or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements shall be deemed satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

4. APPOINTMENT OF RECEIVER TO COLLECT RENTAL. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent during the period of foreclosure.

5. INSTITUTIONAL MORTGAGEE. In the event an Institutional Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments, fees or other charges imposed by the Association pertaining to such Unit or chargeable to the former Unit Owner of such Unit which became due prior to its acquisition of title

as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses, Assessments, fees or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such Institutional Mortgagee, and such acquirer's successors and assigns.

6. DEVELOPER'S LIABILITY FOR ASSESSMENTS. The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

During the period from the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs, until the earlier of the date control of the Association is turned over to Unit Owners other than the Developer, or January 1, 1982 (the "Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units it is offering for sale, provided that the monthly assessment for Common Expenses imposed on each Unit Owner other than the Developer shall not increase during such period over the amount set forth in the Estimated Operating Budget contained in the Prospectus delivered to all Unit Owners in connection with the initial sale of Units; and provided further that the Developer shall be obligated to pay any amount of Common Expenses incurred during such period and not reimbursed by the Assessments at the guaranteed level received from other Unit Owners. After the Guarantee Expiration Date, the Developer shall be obligated to pay the share of Common Expenses and Assessments attributable to Units it is offering for sale.

7. POSSESSION OF UNIT. No person, who acquires an interest in a Unit, except an Institutional Mortgagee through foreclosure of its mortgage (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy or use of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments, fees and other charges due and owing by the former Unit Owner relating to that Unit if any, have been paid.

8. CERTIFICATE OF UNPAID ASSESSMENTS. Any Unit Owner has the right to require the Association to furnish to him a Certificate showing the amount of unpaid Assessments, or fees against him with respect to his Unit.

XIII.

CONDOMINIUM DEED

There is attached hereto as Exhibit "G" the form of Statutory Condominium Warranty Deed by which the Developer will convey particular Units within the Building and appurtenances thereto in the Condominium to purchasers thereof.

XIV.

SALE, LEASE OR MORTGAGE OF UNITS

1. Should a Owner of a Unit wish to sell or lease his Condominium Parcel he shall deliver, to the Board of Directors of the Association, a written notice of his intent to sell or lease which notice shall contain the terms he is prepared to accept, and the name, address, and pertinent information of and about the prospective purchaser or tenant, in the form and manner as may be prescribed by the Board of Directors from time to time. The Board of Directors, within fifteen (15) days after receiving such notice, shall either (a) consent to the transaction specified in said notice; or (b) by written notice to be delivered to the Unit Owner, designate that the Association, one or more Unit Owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase or lease the Unit and that

designee shall be permitted to purchase or lease same upon the same terms as those specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer of the Board of Directors or withdraw and/or reject the offer specified in his notice to the Board of Directors. Upon receipt of written advice from the Board of Directors that the Board of Directors has received the written acceptance of the Unit Owner, the stated designee shall thence close under the terms and conditions of the contract previously accepted by the selling or leasing Owner of a Unit. Failure of the Board of Directors to designate such person or persons or itself within said fifteen-day period, or failure of such designee to close the purchase or lease within the period called for under the submitted contract, shall be deemed consent by the Board of Directors to the transaction specified in the Notice of the Owner of a Unit, and the Unit Owner shall be free to make the contract or accept the offer specified in his notice, and may sell or lease the Unit pursuant thereto to the prospective purchaser or tenant named therein.

2. In the case of a sale of a Unit under paragraph 1 above, the Board of Directors shall give to the Unit Owner an instrument in recordable form showing the consent of the Board of Directors of the Association to the transfer of ownership in the Unit. The Unit Owner shall have no right to sell or lease his Condominium Parcel, except as expressly provided for in paragraph 1 above.

3. The subleasing of a Unit shall be subject to the same limitations as are applicable to the leasing thereof, and the Association, shall approve of the prospective sub-tenant. No individual rooms may be rented and no transient tenants may be accommodated in a Unit. The liability of the Unit Owner under this Declaration shall continue notwithstanding the fact that he may have leased the Unit as provided herein. Every purchaser or lessee shall take title, subject to this Declaration and all Exhibits hereto and to the provisions of the Condominium Act.

4. Any attempt to sell or lease a Unit without compliance with the provisions of this Article shall be deemed a breach of this Declaration, shall be null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

5. No Unit Owner may mortgage his Unit or any interest therein other than to an Institutional Lender as hereinbefore defined, without the approval of the Association as determined by the Board of Directors and which approval may be arbitrarily withheld; provided, however, that this paragraph shall not apply to the Developer or the Association in accepting a purchase money mortgage as a part of the purchase price of a Unit, nor to Unit Owner accepting a purchase money mortgage from an approved purchaser. The Association may charge any Unit Owner a fee for the processing of any application for sale or lease provided under this section of the Declaration of Condominium as may be permitted under the applicable statutes of the State of Florida.

6. No judicial sale of a Unit shall be valid unless:

(a) The sale is to a purchaser approved by the Association as hereinabove provided; or

(b) The sale is a result of a public sale with open bidding.

7. This Article shall not apply to transfers by a Unit Owner to any member of his immediate family (spouse, children or parent).

8. This Article shall be inapplicable to the Developer, its successors or assigns, or any other person who, together with the Developer, owns a Unit. The Developer, its successors or assigns, alone or with any such person is irrevocably empowered to sell, lease, allow use of and/or mortgage Units to any person without Board or Association approval.

9. Any Institutional Mortgagee upon becoming the owner of a Unit through whatever means, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said Unit including the fee ownership thereof, without Notice to the Board of Directors required under paragraph 1 above and without complying with any other paragraph of this Article provided:

(a) Any Purchaser shall take subject to the terms of this Declaration of Condominium;

(b) That in all other respects, the provisions of the Condominium Act shall be applicable thereto;

(c) That nothing herein contained shall be deemed to allow or cause a severance from the Unit of the share of the Common Elements or other appurtenances of said Unit.

10. All provisions of a mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration, particularly as to the right to receive insurance proceeds and the right to approve of companies on which insurance is written, as well as the Condominium Act requirements concerning the non-effect of prior Assessments in the event of foreclosure by any Institutional Mortgagee.

11. Any Purchaser hereunder does hereby recognize that the Unit that they are purchasing has been previously occupied by a tenant. It is understood that at the time of commitment of the within Premises to Condominium Ownership that many Units are still occupied by tenants whose leases have not expired or whose rights under the Condominium Act were still in full force and effect. Accordingly, all leases heretofore or hereinafter entered into by the Developer or by prior Owners shall remain in full force and effect during their term and shall not be affected by the provisions of this Declaration of Condominium.

XV.

DEVELOPER'S CONVEYANCE AND RIGHT TO SET MAINTENANCE STANDARDS

1. Each purchaser of a Unit from the Developer hereunder will take possession upon delivery of the deed or conveyance instrument referred to in Article XIV hereof. At the time of delivery thereof a purchaser shall be required to sign a Receipt, Acceptance and Waiver in the form of Exhibit "I" attached hereto. All purchasers will be required to execute an Agreement for Sale of Condominium Apartment in form attached hereto as Exhibit "H" under which the initial deposit will be held in escrow under the Escrow Agreement in the form attached hereto as Exhibit "I".

2. Each Owner of a Unit, by virtue of his acceptance of a deed and taking possession of the Unit or use thereof conveyed thereby acknowledges the necessity of maintaining the physical appearance and good reputation of the Buildings, and Common Elements; and additionally, that the success of the Developer in selling, leasing or allowing use all of the Units is closely related to their physical appearance and image. Accordingly, for a period terminating either on the 1st day of January 1982, or on the date that the Association comes under the exclusive control of Unit Owners by their election to that Association's Board of Directors in accordance with the By-Laws or the Condominium Act, whichever shall first occur, the Developer shall be empowered to adopt and promulgate from time to time minimum standards for maintenance of the physical appearance of the Common Elements of this Condominium. The standards established by the Developer shall relate particularly, but not necessarily exclusively, to exterior paint on the Buildings, landscaping, pavement, trash and litter removal, and repair and maintenance of exterior surfaces to the Buildings and Common Elements. The minimum standards shall be applicable to the Common Elements and Limited Common Elements of the Condominium and shall not be applicable to the Unit interiors. Further, the Developer shall have the right to inspect from time to time the Common Elements and Limited Common Elements of the Condominium in order to determine whether the Association's maintenance of the Buildings, Common Elements and Limited Common Elements meet the minimum standards established by it hereunder.

3. If the Developer shall find that the Buildings exterior, the Common Elements or the Limited Common Elements of the Condominium Property are not being maintained in accordance with the minimum standards prescribed above, the Developer shall thereafter submit a report to the Board of Directors of the Association. Within thirty (30) days after receipt of the report, the Association shall commence the maintenance work specified in the report and diligently pursue completion of same

in an expeditious manner. The cost of all work shall be the responsibility of the Association and shall be a Common Expense. The opinion of the Developer shall be conclusive as to the nature and price of all work required to be done and; all bids accepted by the Association shall first be approved by the Developer.

4. The Developer may, at its discretion, without necessity of consent by Unit Owners or the Association, construct additional parking areas, construct lagoons and bridgeways, change use of rooms in the Common Elements and amend this Declaration in the manner provided for in Article VII, paragraph 2 to accommodate such changes.

XVI.

TERMINATION

This Condominium may be voluntarily terminated at any time, in the manner provided for in Section 718.117 of the Condominium Act. In addition, when there has been "substantial damage" as defined in Article VIII, paragraph 7 above, this Condominium shall be subject to termination as provided therein. In addition, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of all Unit Owners and by all Institutional Mortgagees, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Units of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option and if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

(a) Exercise of Option: An Agreement to Purchase executed by the Association and/or the record Owners of the Units who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail, to each of the record Owners of the Units to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each

participating Owner and/or the Association; and shall require the purchase of all Units owned by Owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

(b) Price: The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for Dade County, Florida, on the Petition of the purchaser. The expenses of appraisal shall be paid by the purchaser.

(c) Payment: The purchase price shall be paid in cash.

(d) Closing: The sale shall be closed within sixty (60) days from the date of determination of price.

XVII.

MISCELLANEOUS PROVISIONS

1. All provisions of this Declaration and Exhibits attached hereto, and any Amendments thereto, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of a Unit or any interest therein, and his heirs, executors, administrators, successors and assigns, as the case may be, shall be bound by all of the provisions of this Declaration and Exhibits attached hereto and any Amendments thereto.

2. If an Institutional Mortgagee by some circumstances fails to be the holder of a first mortgage but it is evident that its mortgage was intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits attached hereto be deemed to be a first mortgage.

3. PARTITION: No Unit Owner of a Unit shall bring, or have any right to bring any action for partition or division of the Condominium Property.

4. SEVERABILITY: If any provision of this Declaration, or of any Exhibit attached hereto, or of the Condominium Act, is held invalid by a court of competent jurisdiction, the validity of the remainder of this Declaration and Exhibits attached hereto shall not be affected thereby.

5. TITLES: Article numbers, paragraph titles and captions contained throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit or in any way affect this Declaration.

6. NOTICES: Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by Certified Mail, at their Unit address in the Condominium, and to the Association by Certified Mail:

c/o the Secretary of the Association
at his or her residence address

with copy to:

MARWIN S. CASSEL, ESQ.
CASSEL & CHOTINER
Suite 1011
New World Tower
100 N. Biscayne Boulevard
Miami, Florida 33132

Any of the above shall have the right to change the place of notice to him or it, by written notice, in accordance with the terms and provisions of this paragraph.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed and its corporate seal to be affixed this 26th day of ~~September~~^{February}, 1988.

Signed, sealed and delivered
in the presence of:

KENDALLWOOD VILLAS LTD., a
California Limited Partnership
authorized to do business in
the State of Florida

[Signature]
[Signature]

By: [Signature]
KENDALLWOOD VILLAS ASSOCIATES,
INC., its General Partner

[CORPORATE SEAL]



STATE OF CALIFORNIA

COUNTY OF ~~LOS ANGELES~~
ORANGE

SS:

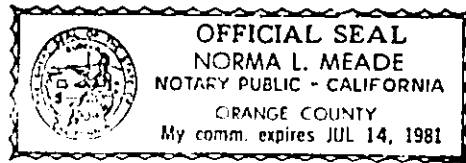
BEFORE ME, the undersigned authority, personally appeared STEWART C. WOODARD, as President of KENDALLWOOD VILLAS ASSOCIATES, INC., General Partner of KENDALLWOOD VILLAS LTD., a California Limited Partnership, authorized to do business in the State of Florida, who being duly sworn, state that he has executed the foregoing Declaration of Condominium for the purposes therein expressed in his representative capacity as a duly authorized officer of such corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 26TH day of FEBRUARY, 1980.

Norma L. Meade
NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires:
7-14-81



FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
KENDALLWOOD VILLAS,
A Condominium

The Declaration of Condominium of KENDALLWOOD VILLAS, a Condominium, is amended, modified and changed as follows:

1. At Article IX captioned "Maintenance and Repairs", Paragraph 1, captioned "Units", at the eighth line thereof after the words "Limited Common Elements" there is inserted the parentheses and phrase "(except structural elements thereof)".

2. Exhibit "A" to the Declaration, entitled "Plot Plan, Survey and Graphic Description of Improvements" is amended as is shown on the attached "Amended Exhibit 'A'", made a part hereof, so as to correct the alpha-numerical designations of apartment units.

3. Exhibit "B" to the Declaration, captioned "Identification of Units and Their Respective Shares In Common Elements, Common Surplus and Common Expenses, Noting Initial Monthly and Annual Assessments for Each Unit for Common Expenses Based on Estimated Budget (Exhibit 'F' Following)" is amended as is shown on the attached "Amended Exhibit 'B'", made a part hereof.

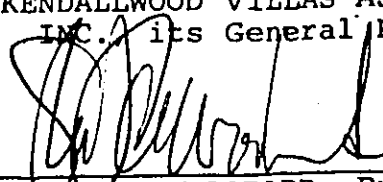
4. Article XI, captioned "Determination of Common Expenses And Fixing of Assessments and Fees Therefor" is amended by adding thereto an additional paragraph to read as follows:

"The Association by unanimous vote of its members has determined, for its first fiscal year, not to provide for reserves for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing, but that in later years it could so provide such reserves unless by vote according to the Act it declines to do so."

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed and its corporate seal to be affixed this 30 day of January, 1980.

KENDALLWOOD VILLAS, LTD., a
California Limited Partnership
authorized to do business in
the State of Florida

By: KENDALLWOOD VILLAS ASSOCIATES,
INC. its General Partner

By: 
STEWART C. WOODARD, President

STATE OF CALIFORNIA)
COUNTY OF CRANE) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the

County aforesaid to take acknowledgments, personally appeared STEWART C. WOODARD, President of KENDALLWOOD VILLAS ASSOCIATES, INC., a California corporation authorized to do business in the State of Florida, the General Partner of KENDALLWOOD VILLAS, LTD., a California Limited Partnership authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing instrument for and on behalf of KENDALLWOOD VILLAS ASSOCIATES, INC., for the purposes stated therein and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of January, 1980.

Norma L. Meade
NOTARY PUBLIC

My Commission Expires:

7-14-81

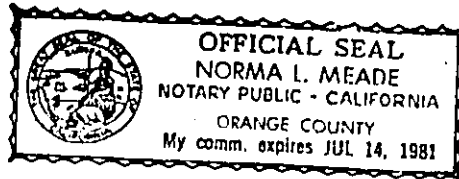


EXHIBIT "A"
TO THE
DECLARATION OF CONDOMINIUM

KENDALLWOOD VILLAS
a Condominium

PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

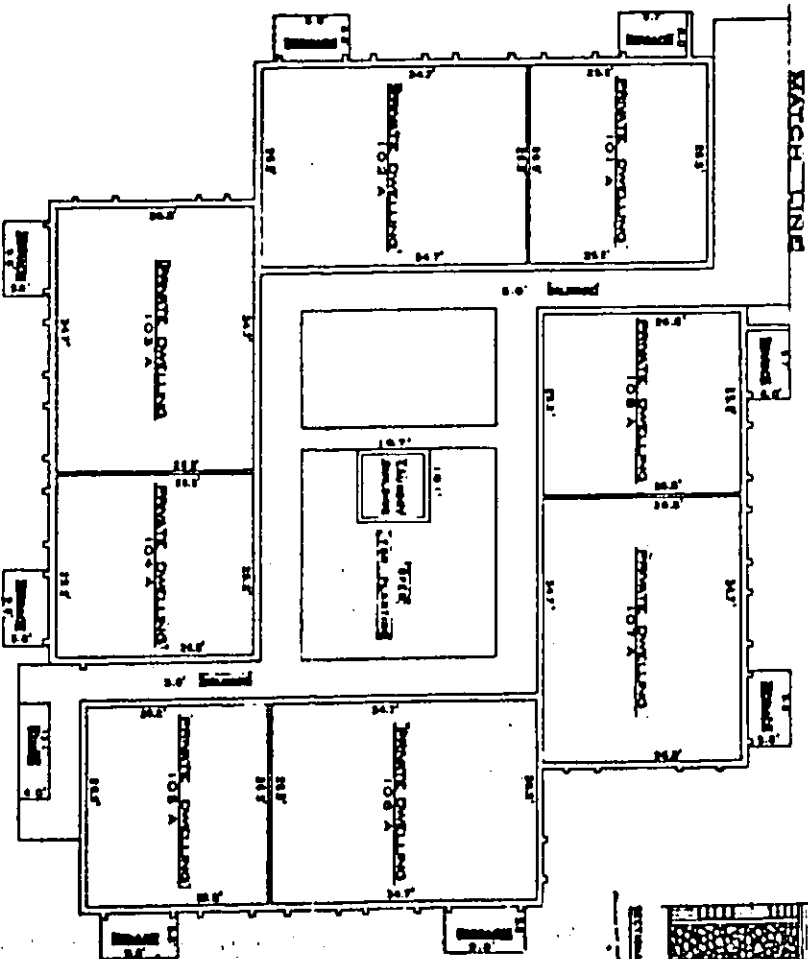
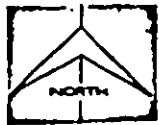
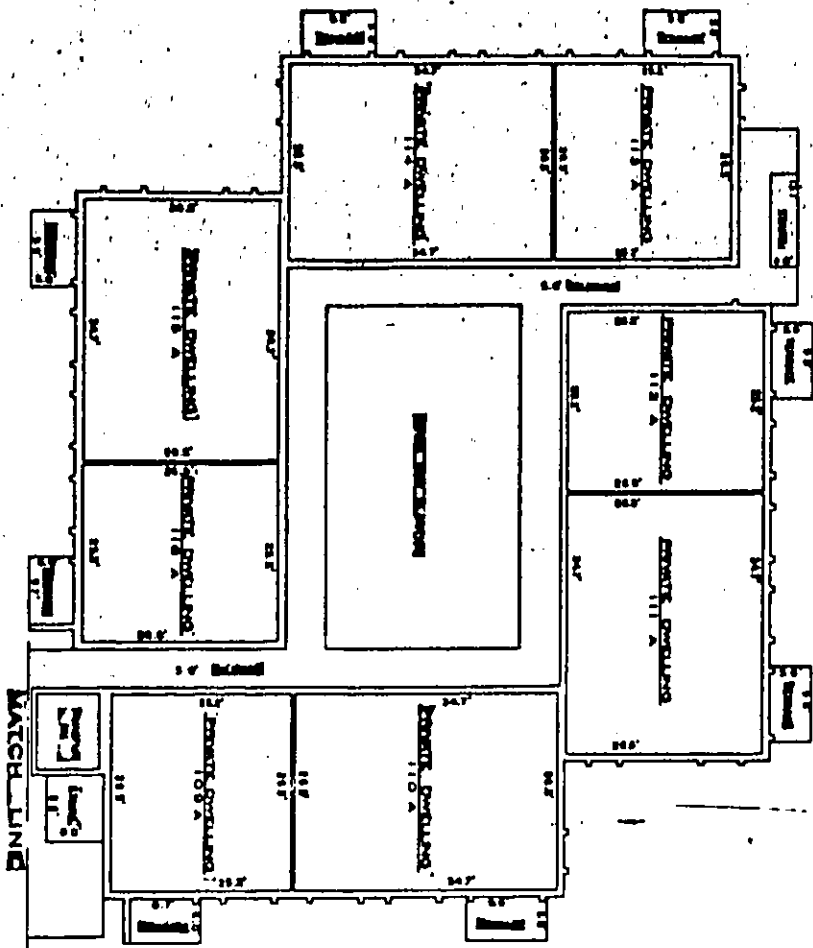
This Exhibit "A" consists of sixteen (16) pages, this page included. It contains this page of notes and fifteen (15) sheets of drawings which constitute the Plot Plan, Survey and Graphic Description of the Improvements of KENDALLWOOD VILLAS.

NOTES:

- A. Each numbered Unit shall have as its boundary lines the interior undecorated finished ceiling, floor and perimeter walls. All bearing walls located within a Unit constitute part of the Common Elements up to the finished surfaces of said walls.
- B. The boundary lines of each terrace are the interior vertical surfaces thereof; and the exterior undecorated finished surface of the perimeter balustrade or railing abutting the terrace or if said terrace is enclosed, the exterior surface of the perimeter wall; and the interior undecorated finished surfaces of the floor and ceiling of said terrace.
- C. All land and all portions of the Buildings or other improvements not located within the boundaries of a Unit are part of the Common Elements or are Limited Common Elements. As to Limited Common Elements, their use is reserved to the Unit or Units to which they have been assigned, or will be assigned, to the exclusion of other Units; provided, however, that easements for maintenance, repairs and improvements are reserved to the Association.
- D. All dimensions shown in the individual Units are to the interior undecorated finished surfaces.

BUILDING A
10501 SW 108TH AVENUE

FIRST FLOOR



ELEVATION +10'

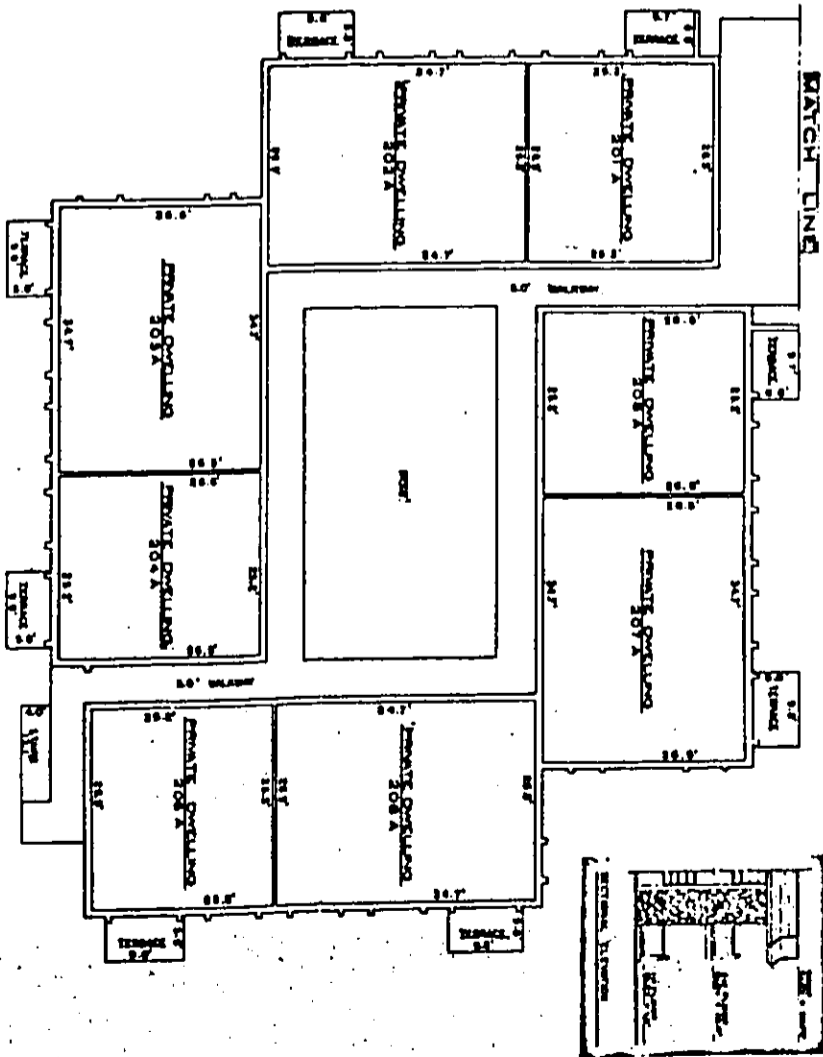
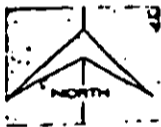
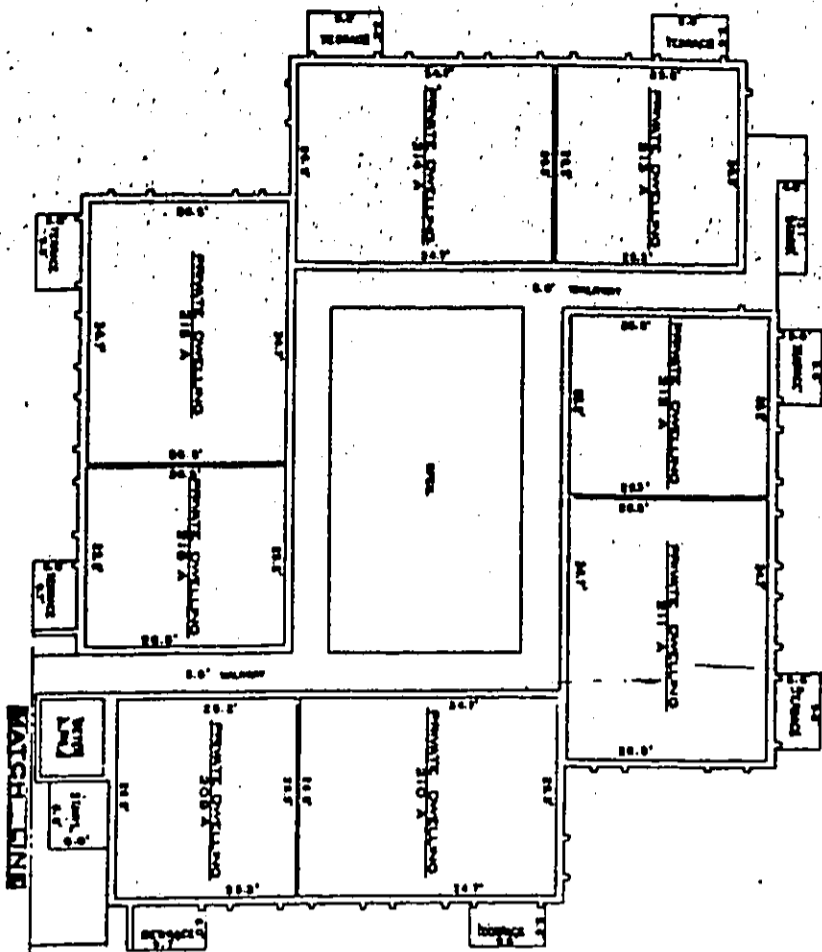
NOTE: ALL VEHICLES ADJACENT TO PRIVATE GARAGES ARE TO BE REMOVED FROM COMMON AREAS.

EXHIBIT "A" PAGE 2

CONTRACT NO. AND AGREEMENT MADE A PART OF DECLARATION OF CONDOMINIUM FILED IN PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BOOK 1818, PAGE 1001, KENDALLWOOD VILLAS LTD. A CORPORATION LIMITED PARTNERSHIP

PREPARED BY:
E.R. BROWNELL AND ASSOCIATES, INC.
LAND SURVEYORS - CONSULTING ENGINEERS
2125 SW 80th WAY
MIAMI, FLA. 33148

SECOND FLOOR
 BUILDING A
 10801 SW 108TH AVENUE



NOTE: ALL TERRACES ADJOINING A PRIVATE SWIMMING POOL ARE TO BE USED BY THE OWNER OF THE UNIT ADJOINING SAID POOL.

ELEVATION + 10.17'

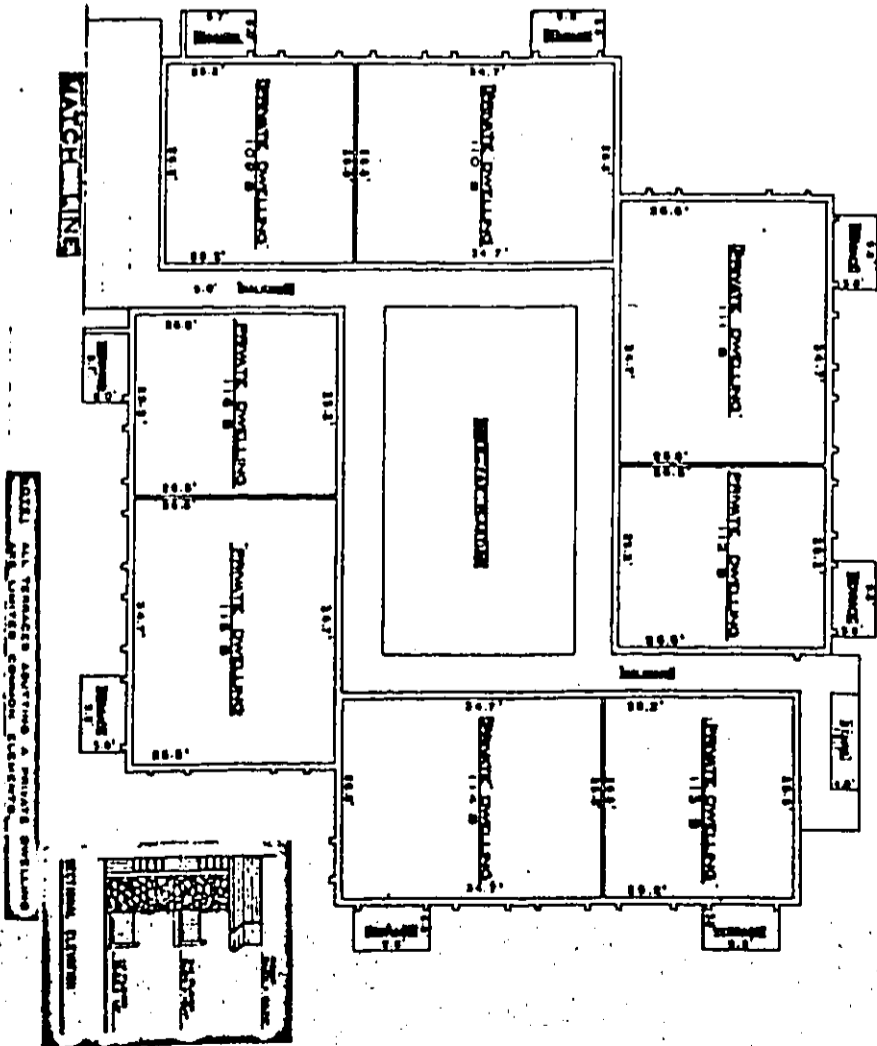
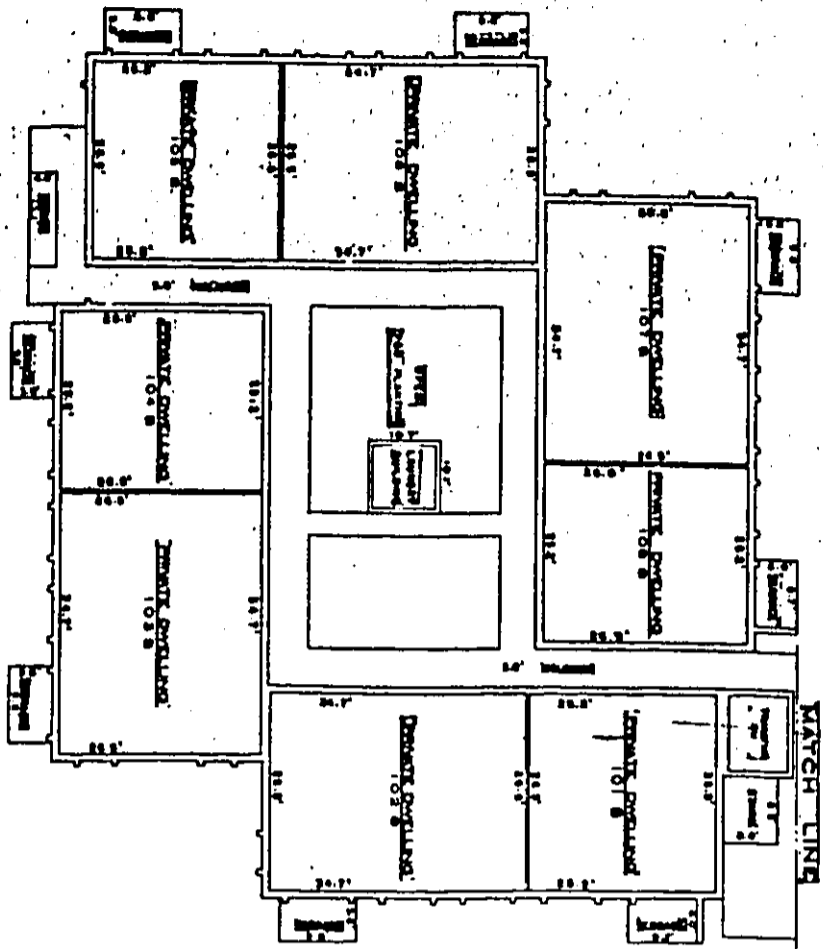
EXHIBIT "A" PAGE 3

APPROVED TO AND PREPARED FOR BY
 PART OF DECLARATION OF CONDOMINIUM
 FOR
 "KENDALLWOOD VILLAS"
 A CONDOMINIUM
 PREPARED FOR: KENDALLWOOD VILLAS LTD.
 A CANADIAN LIMITED PARTNERSHIP

PREPARED BY:
 E.R. BROWNELL AND ASSOCIATES INC.

LAND SURVEYORS - GEODETIC ENGINEERS
 5125 CORRAL WAY
 MIAMI, FLA. 33155

FIRST FLOOR
BUILDING B
 10477 S W 108th AVENUE

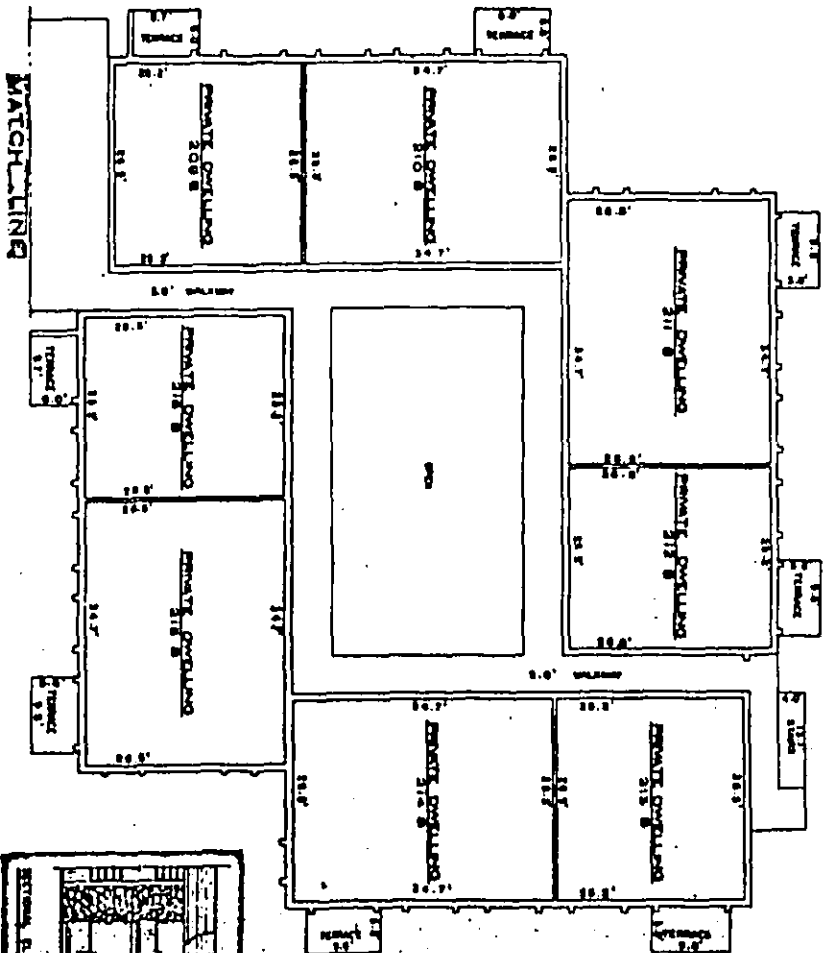
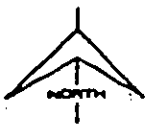
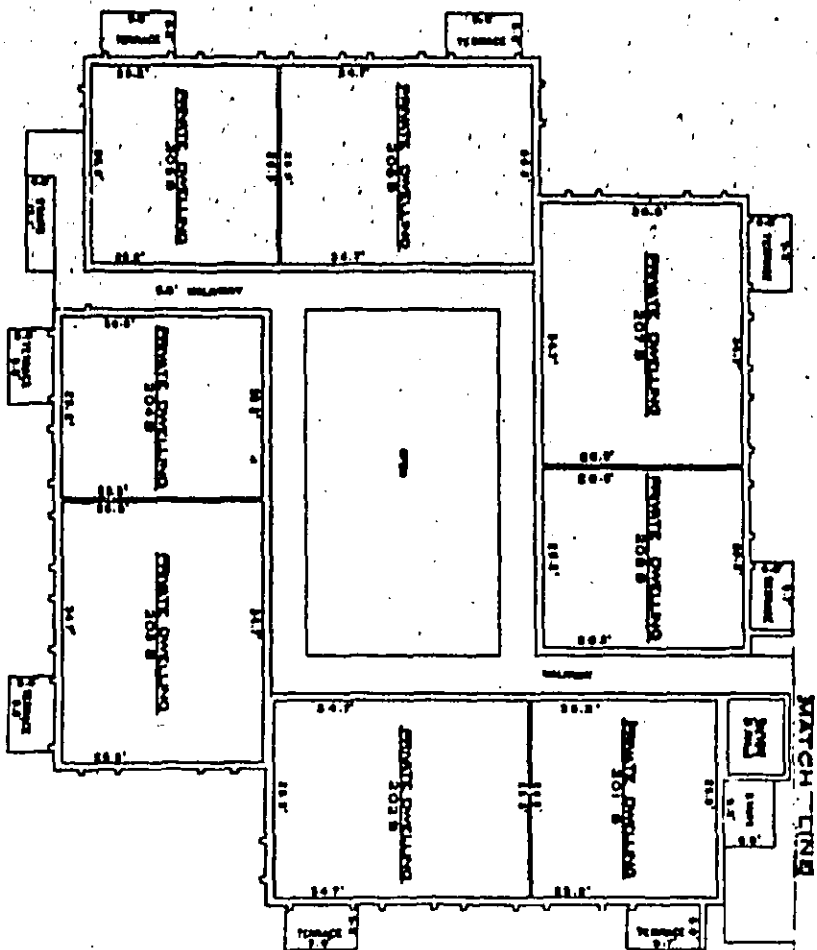


ELEVATION ±1.0'

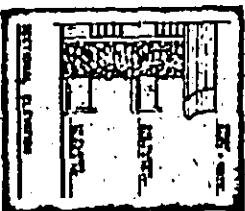
EXHIBIT "A" PAGE 4
 DRAWING MADE BY
 E. R. BROWNELL AND ASSOCIATES, INC.
 10000 W. 108th Avenue, Suite 100
 Overland Park, Kansas 66213
 PHONE: (913) 646-1100
 FAX: (913) 646-1101
 E-MAIL: ERB@ERB.COM
 WWW: WWW.ERB.COM

BUILDING B
10477 S W 108TH AVENUE

SECOND FLOOR



UNIT 201 THROUGH 207
MATCH LINE



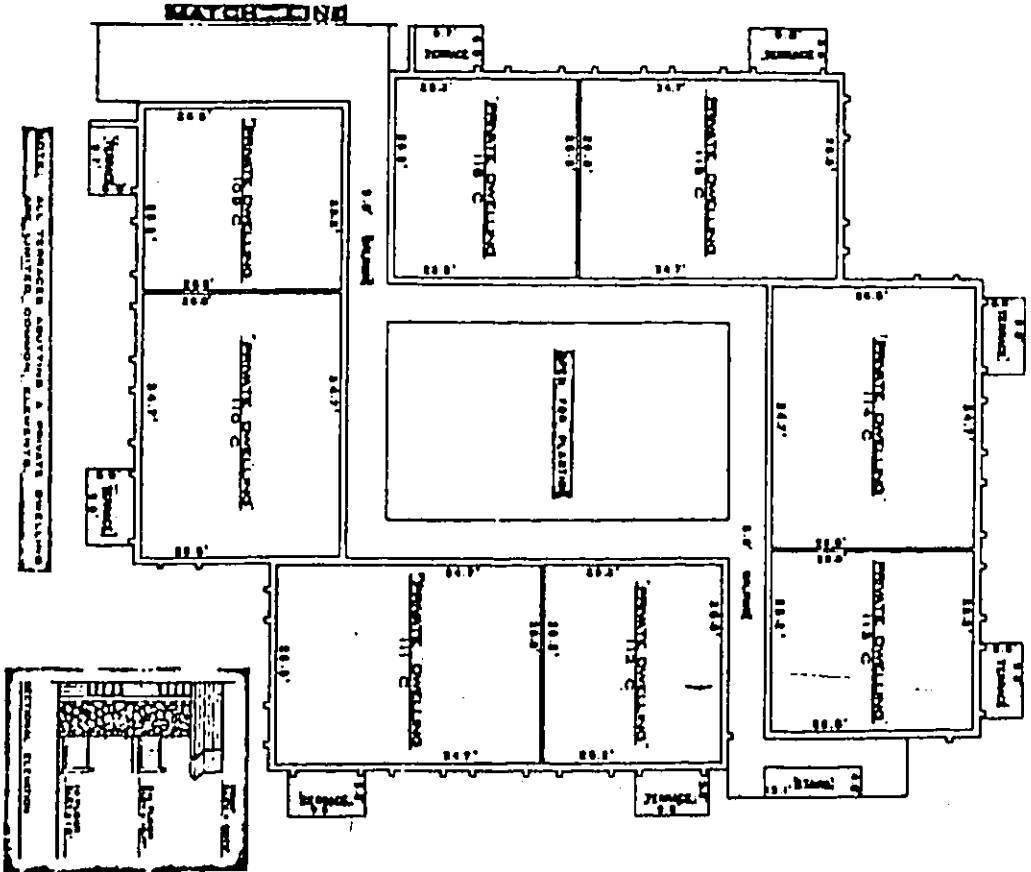
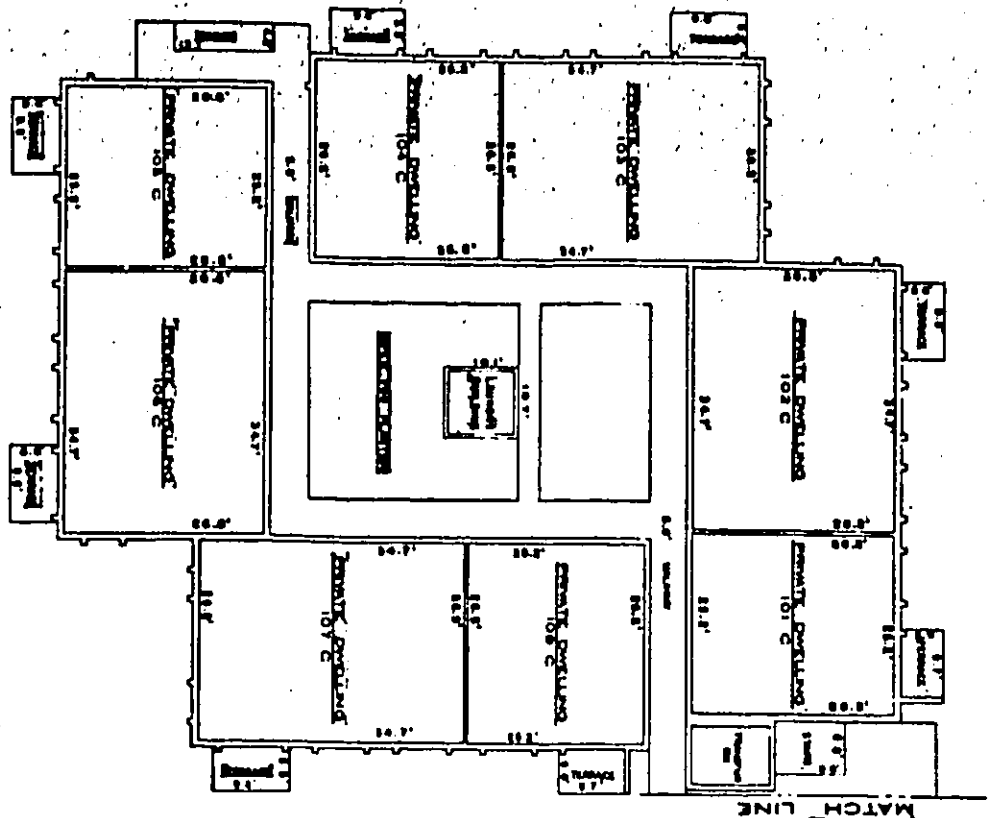
ELEVATION + 1017

EXHIBIT "A"
PAGE 5
KENDALLWOOD VILLAS
A CONDOMINIUM
PREPARED FOR KENDALLWOOD VILLAS LTD.
KENDALLWOOD VILLAS LTD.
10477 S W 108TH AVENUE
MIAMI, FL 33156

PREPARED BY:
E.R. BROWNELL AND ASSOCIATES INC.
LAND SURVEYORS - CONSULTING ENGINEERS
5155 CORAL WAY
MIAMI, FL. 33156

BUILDING C
10401 S W 108TH AVENUE

FIRST FLOOR



ELEVATION + 10'

EXHIBIT "A" PAGE 6

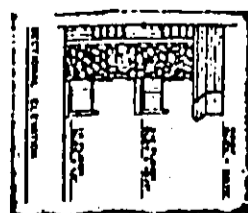
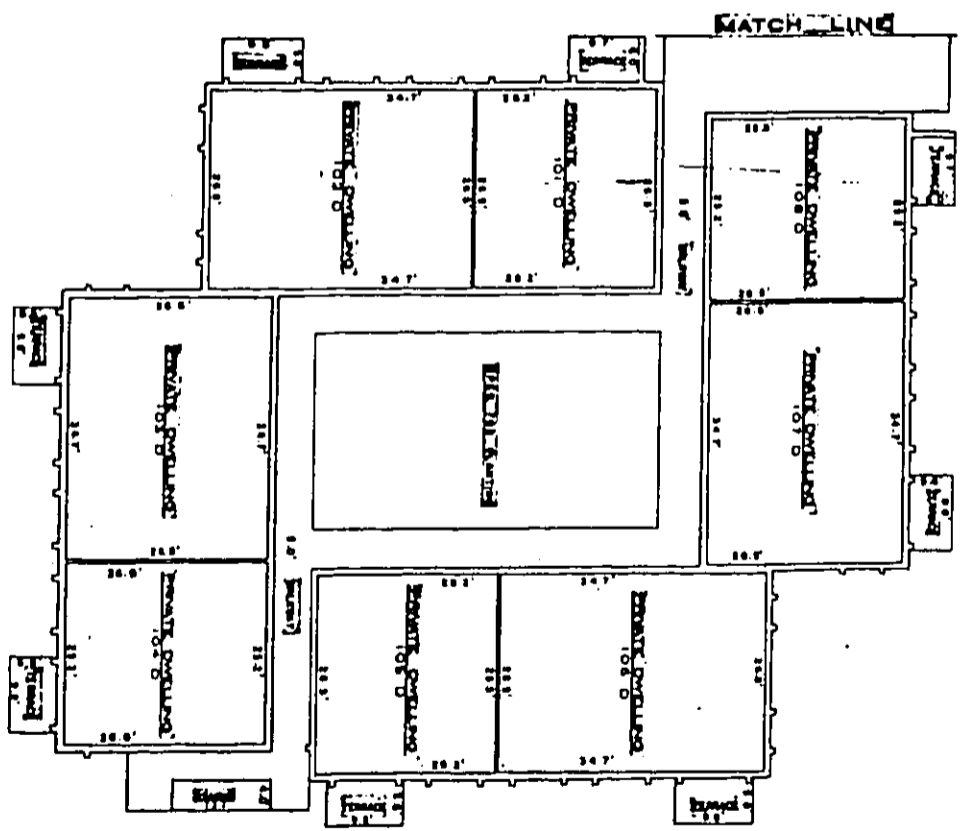
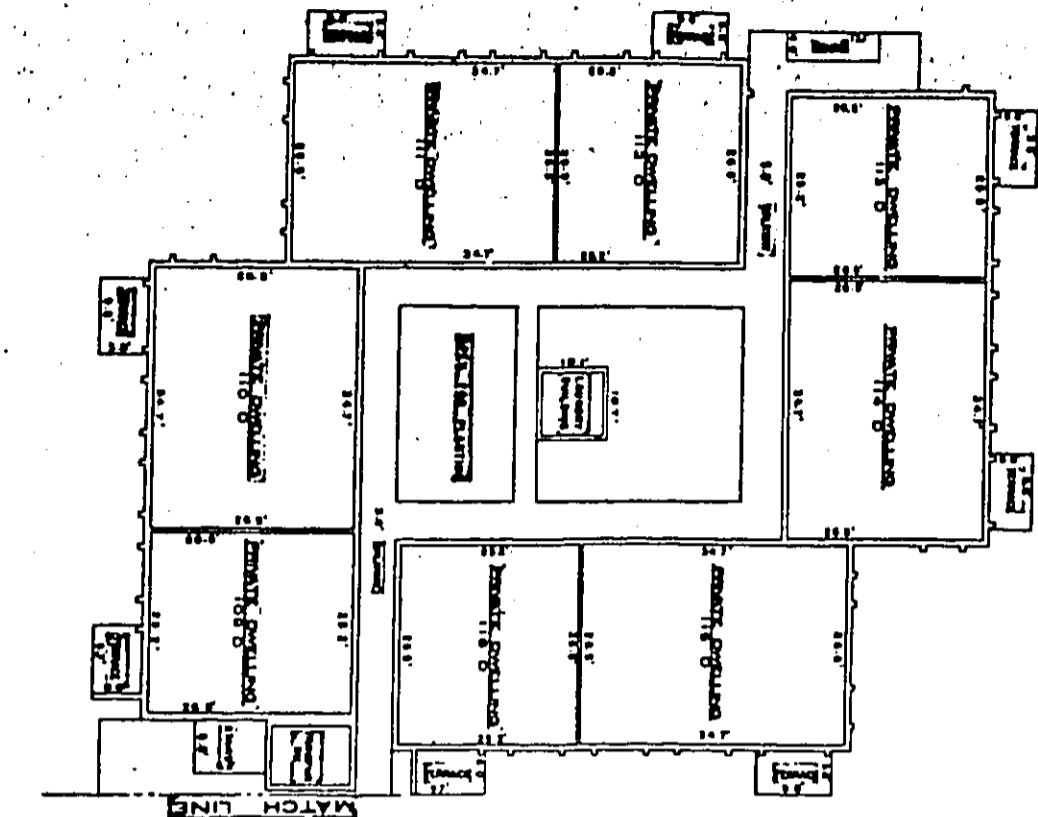
AMENDED TO AND REPERMITS MADE A
PART OF DEED BY OF CONDOM. 1978
"KENDALLWOOD VILLAS"
A CONDOMINIUM
PREPARED FOR KENDALLWOOD VILLAS LTD.
A CORPORATION WITH ITS OFFICE IN
MIAMI, FLA. 33135

PREPARED BY:
E.R. BROWNELL AND ASSOCIATES INC.

LAND SURVEYORS - CONSULTING ENGINEERS
3125 SOUTH WAY
MIAMI, FLA. 33135

BUILDING D
16411 SW 108TH AVENUE

FIRST FLOOR

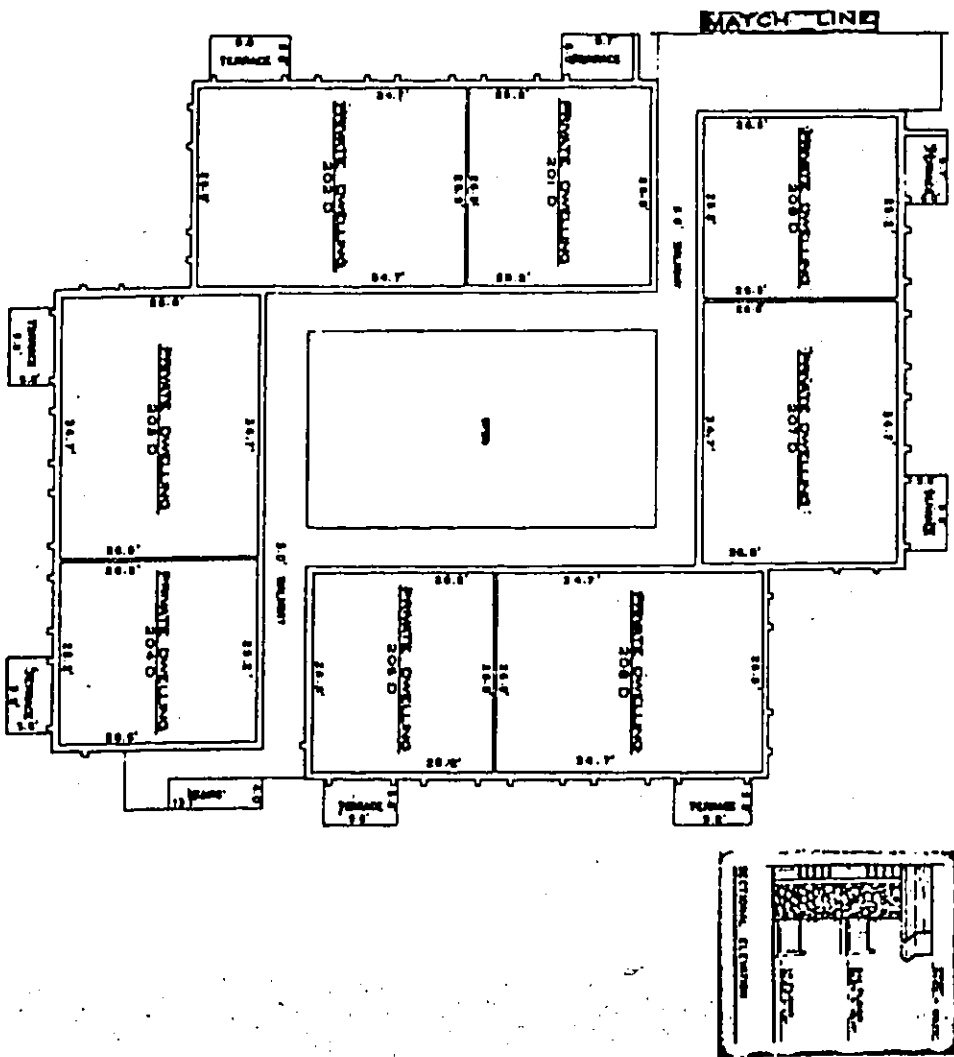
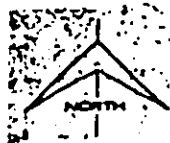
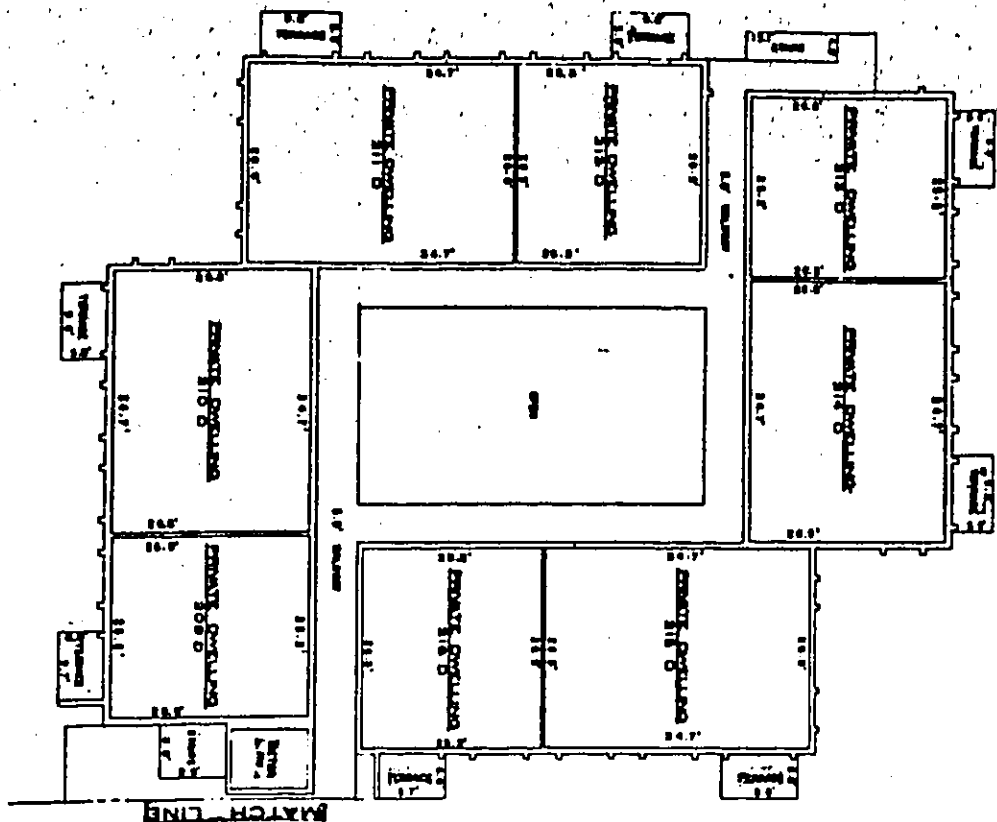


ELEVATION +10'

NOTE: ALL TERRACES ADJOINING A PRIVATE SWIMMING POOL ARE UNITS, COMMON ELEMENTS.

EXHIBIT "A" PAGE 9
 PREPARED BY: E.R. BROWNELL AND ASSOCIATES INC.
 1400 BOSTON AVENUE - SUITE 200
 BOSTON, MASS. 02118
 'KENDALLWOOD VILLAS'
 A CONDOMINIUM
 PROJECT BY: KENDALLWOOD VILLAS LTD.
 16411 SW 108TH AVENUE, MIAMI, FL. 33187

BUILDING D
SECOND FLOOR
10411 S W 108TH AVENUE



DETAIL FOR TERRAZZO, PARTING & PRIVATE SWELLING
DETAIL FOR LANTIER, COMMON, ELEMENTS.

ELEVATION + 10.17'

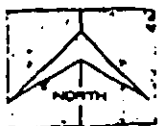
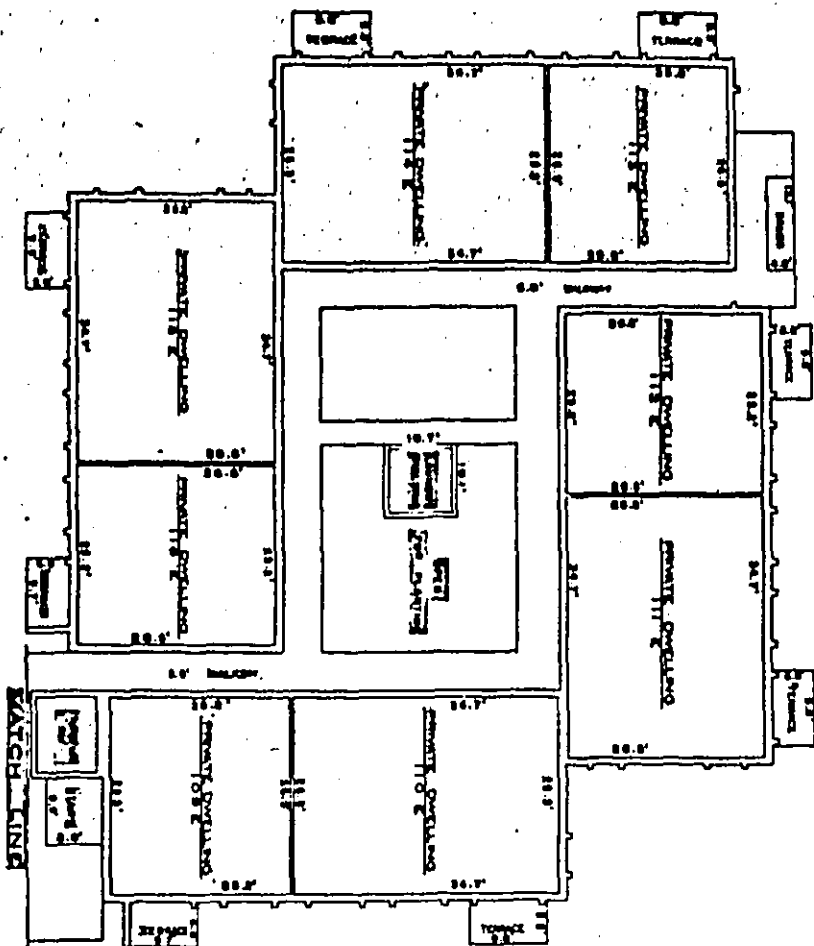
PAGE 9

EXHIBIT "A" -
DECLARATION OF CONDOMINIUM
FOR
"KENDALLWOOD VILLAS"
A CONDOMINIUM
2 CALDWELL LANE, KENDALLWOOD VILLAS LTD.

PREPARED BY:
E.R. BROWNELL AND ASSOCIATES INC.
1410 SUBURBAN - COMMERCIAL ENGINEERS
5125 BROADWAY - SUITE 2000
MIAMI, FLA. 33130

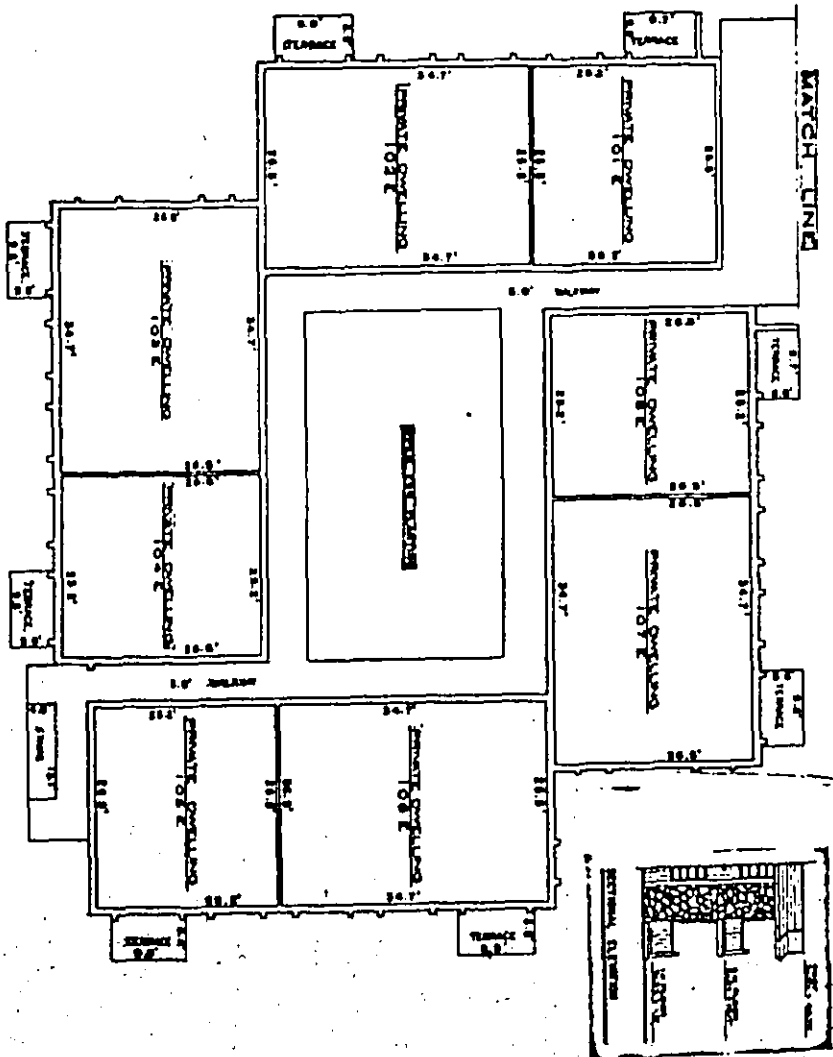
BUILDING E
10447 SW 108TH AVENUE

FIRST FLOOR



NOTE: ALL DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION.

MATCH LINE

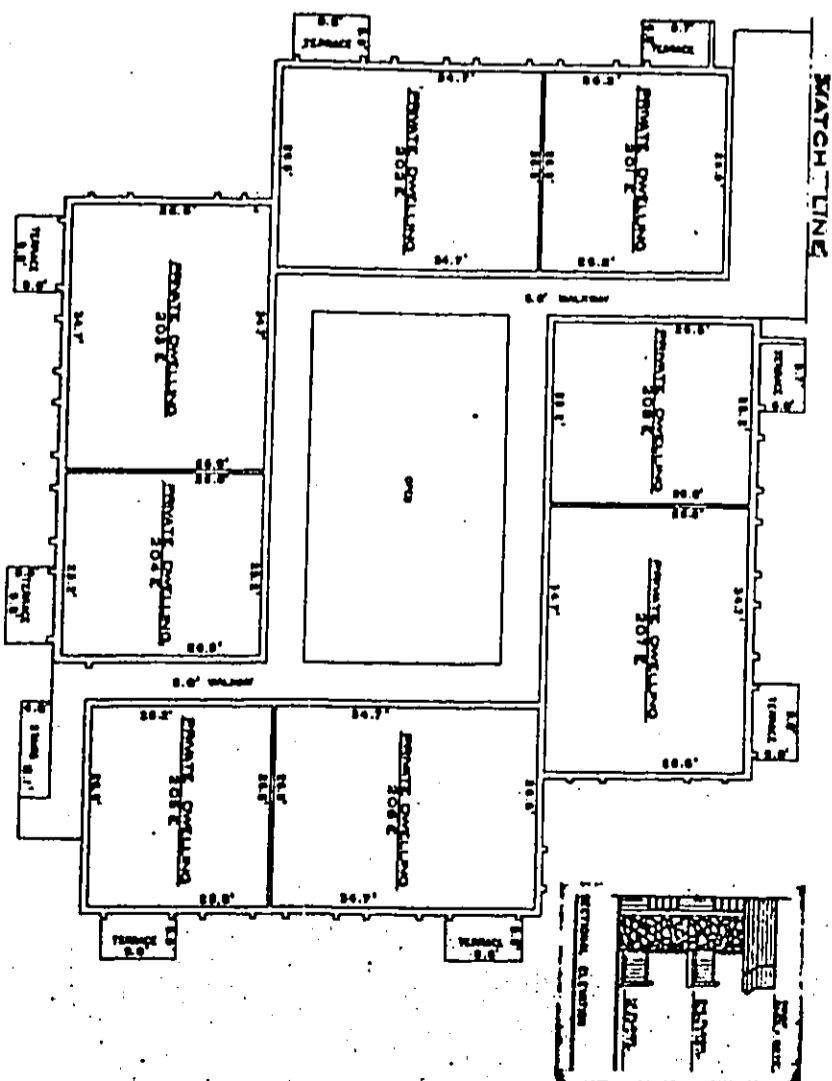
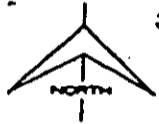
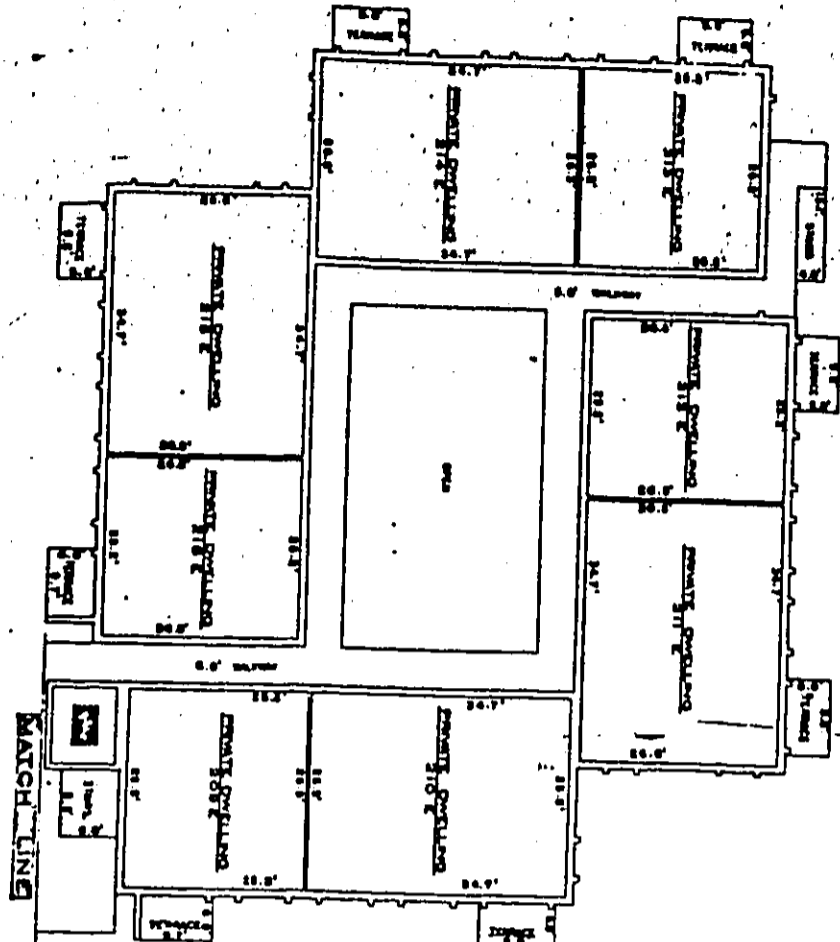


ELEVATION +1.0'



EXHIBIT "A", PAGE 10
 PART OF THE Final Subdivision Map
 PART OF DECLARATION OF CONDOMINIUM
 FOR
"KENDALLWOOD VILLAS"
 A CONDOMINIUM
 PREPARED BY:
ER. BROWNELL AND ASSOCIATES INC.
 LAND SURVEYORS - CONSULTING ENGINEERS
 5155 SW 93RD WAY MIAMI, FLA. 33155

SECOND FLOOR
 BUILDING E
 10447 S W 103RD AVENUE



NOTE: ALL TYPED ADJUSTING & DIMENSION DIMENSIONS ARE UNITS COMMON ELEMENTS.

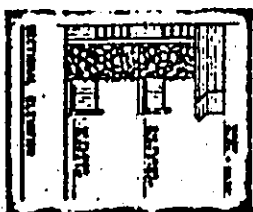
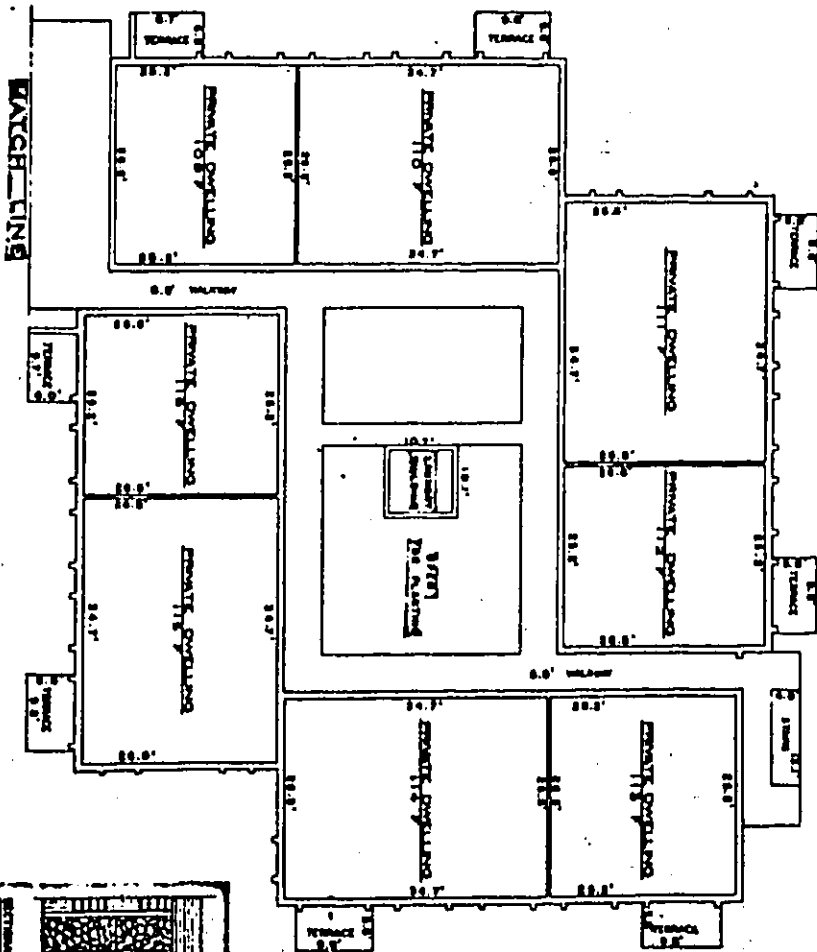
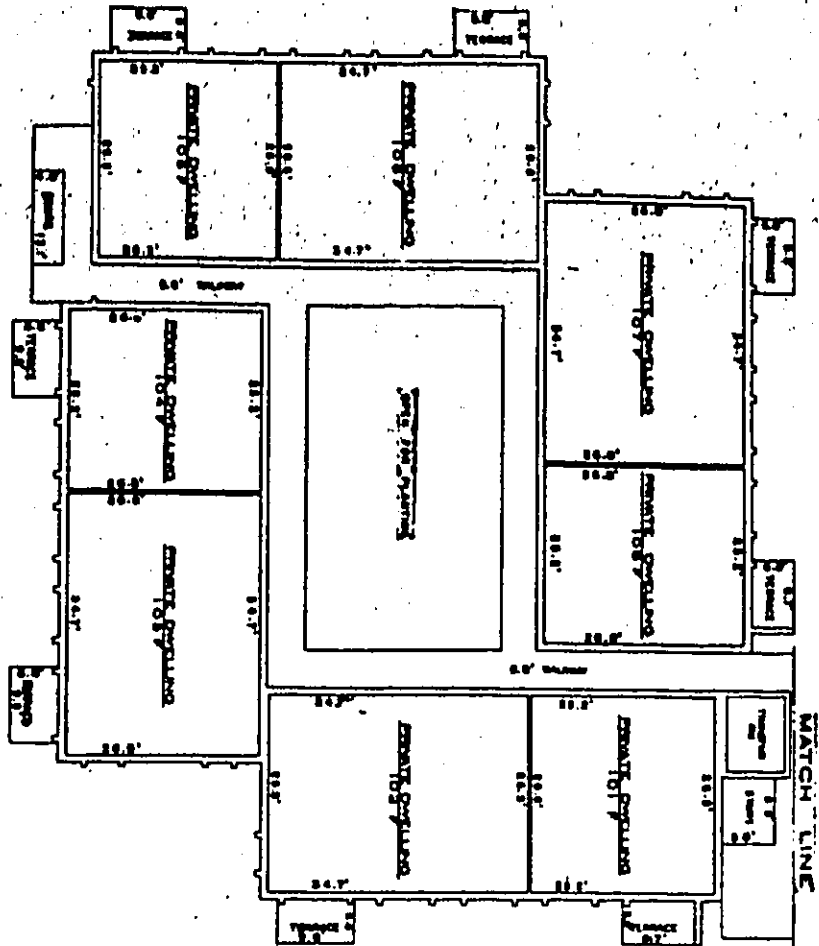
ELEVATION 41017

EXHIBIT "A" PAGE II
 PREPARED BY
 E. R. BROWNELL AND ASSOCIATES INC.
 LAND SURVEYORS - CONSULTING ENGINEERS
 8122 ORCHARD WAY
 MIAMI, FLA. 33122

DESIGNED AND CONSTRUCTED BY
 KINCAID WOOD VILLAS
 A SC 301 JIM
 2225 S.W. 11TH AVE. MIAMI, FLORIDA 33135

BUILDING F
10811 SW 108th AVENUE

FIRST FLOOR

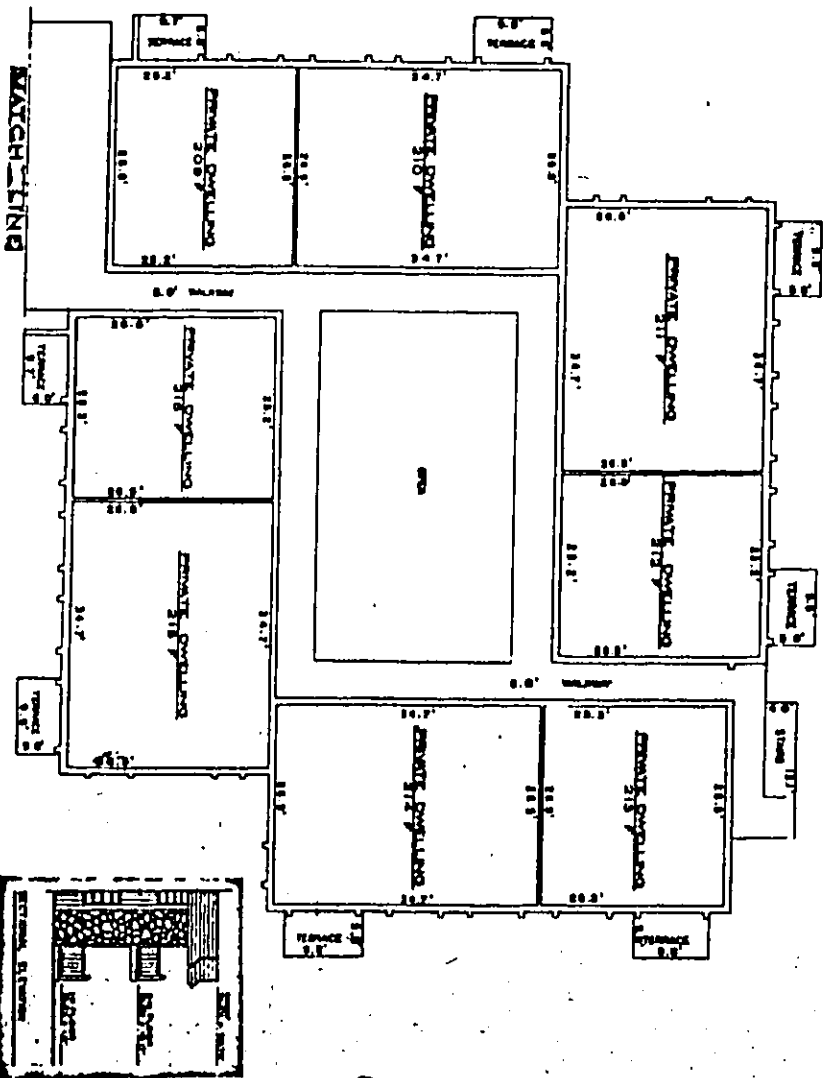
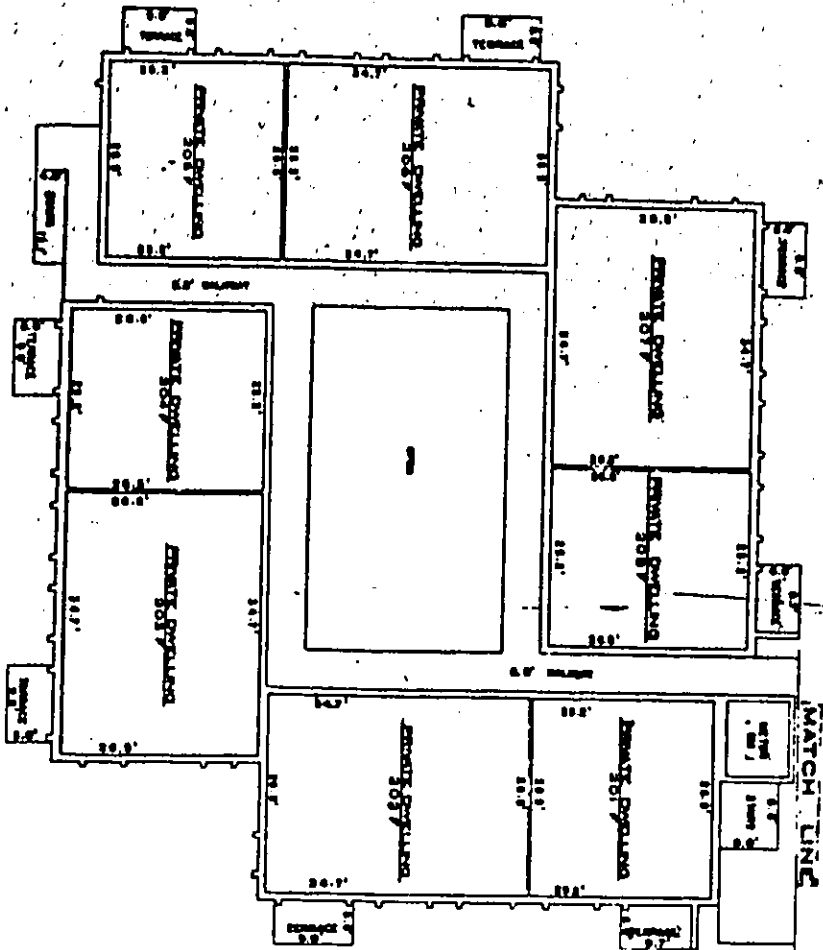


ELEVATION + 10'

EXHIBIT "A"
PAGE 12
KENDALL VILLAGES
A CONDOMINIUM

E.R. BROWNELL AND ASSOCIATES INC.
LAND SURVEYORS - CONSTRUCTION ENGINEERS
3125 CORAL WAY
MIAMI, FLA. 33133

SECOND FLOOR
 BUILDING F
 10811 S W 108TH AVENUE



NOTE: ALL TERRACES EXCEPT A PRIVATE DECKING ARE TO REMAIN UNFINISHED. COMMON ELEMENTS.

ELEVATION + 1017'

EXHIBIT "A" PAGE 13
 PREPARED BY:
 E.R. BROWNELL AND ASSOCIATES INC.
 LAND SURVEYORS - GEODETIC ENGINEERS
 8185 DONALD WAY MIAMI, FLA. 33188

PREPARED FOR: KENDALLWOOD VILLAS LTD.
 A CONDOMINIUM
 PART OF DECLARATION OF CONDOMINIUM
 FILED IN PUBLIC RECORDS OF DADE COUNTY
 BOOK 10677 PAGE 420

ONE BEDROOM TYPICAL UNIT FLOOR PLANS

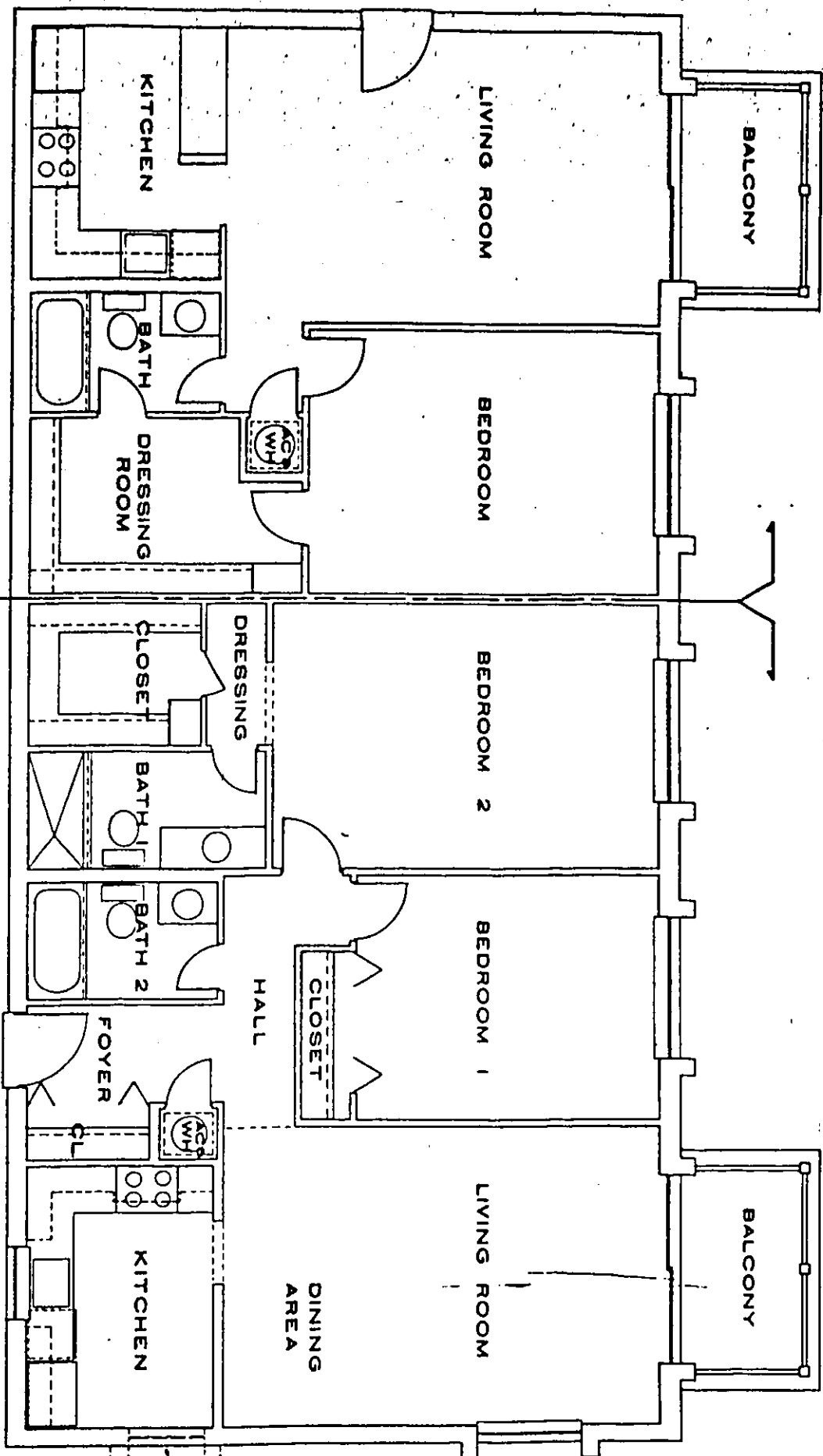


EXHIBIT "A" PAGE 14
 PART OF DECLARATION OF CONDOMINIUM
 FOR
 "KENDALLWOOD VILLAS"
 A CONDOMINIUM
 PREPARED FOR: KENDALLWOOD VILLAS LTD.
 2 CALVER 2 LINDSEY PARKWAY

PREPARED BY:
 ER. BROWNELL AND ASSOCIATES INC.
 LAND SURVEYORS - CONSULTING ENGINEERS
 5175 10TH STREET S.W.
 VANCOUVER, B.C. V6V 1W5

TYPICAL WALL SECTIONS

INTERIOR COURTYARD BEARING WALL AND WALKWAY

INTERIOR PARTITION

EXTERIOR WALL

SECTION THROUGH BALCONY & SLIDING GLASS DOORS

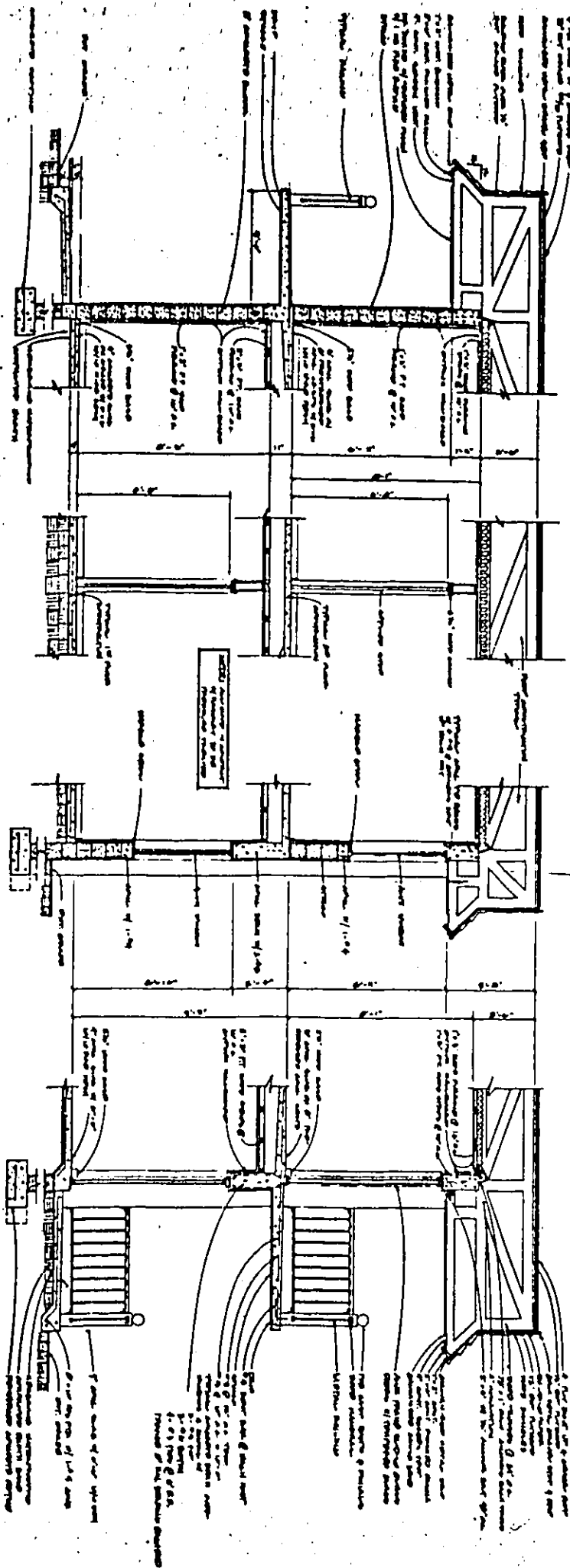


EXHIBIT "A" PAGE 15

PREPARED BY: E.R. BROWNELL AND ASSOCIATES INC.
 LAND SURVEYORS - CONSULTING ENGINEERS
 5122 CORAL WAY MIAMI, FLA. 33130

KENDALLWOOD VILLAS[®]
 A CONDOMINIUM
 PREPARED FOR: KENDALLWOOD VILLAS LTD.
 2 BELTSHANE LIMITED PARTNERSHIP

CONTRACT NO. 70 AND 71
 DATE OF REVISION: 01/20/78

A M E N D E D

EXHIBIT B

Identification of Units and Their Respective Shares in Common Elements, Common Surplus and Common Expenses, Noting Initial Monthly and Annual Assessments for Each Unit for Common Expenses Based on Estimated Budget (Exhibit F Following)

BUILDING	UNIT NUMBERS (RESPECTIVELY TO UNIT NOS. BEFORE CHANGE)	TYPE OF UNIT	TOTAL TYPE OF UNITS EACH BUILDING	EACH UNIT'S PERCENTAGE SHARE	EACH UNIT'S MONTHLY ASSESSMENT	EACH UNIT'S ANNUAL ASSESSMENT
A	112, 109, 108, 105, 104, 101, 116, 113, 212, 209, 208, 205, 204, 201, 216, 213	1-Bdrm. 1-Bath	16	.438233274	\$42.30	\$507.60
A	111, 110, 107, 106, 103, 102, 115, 114, 211, 212, 207, 206, 203, 202, 215, 214	2-Bdrm. 2-Bath	16	.6034334	58.24	698.88
B	121, 124, 125, 128, 129, 132, 117, 120, 221, 224, 225, 228, 229, 232, 217, 220	1-Bdrm. 1-Bath	16	.438233274	42.30	507.60
B	122, 123, 126, 127, 130, 131, 118, 119, 222, 223, 226, 227, 230, 231, 218, 219	2-Bdrm. 2-Bath	16	.6034334	58.24	698.88
C	144, 141, 140, 137, 136, 133, 148, 145, 244, 241, 240, 237, 236, 233, 248, 245	1-Bdrm. 1-Bath	16	.438233274	42.30	507.60
C	143, 142, 139, 138, 135, 134, 147, 146, 243, 242, 239, 238, 235, 234, 247, 246	2-Bdrm. 2-Bath	16	.6034334	58.24	698.88
D	152, 149, 164, 161, 153, 156, 157, 160, 252, 249, 264, 261, 253, 256, 257, 260	1-Bdrm. 1-Bath	16	.438233274	42.30	507.60

A M E N D E D

EXHIBIT B

(CONTINUED)

BUILDING	UNIT NUMBERS (RESPECTIVELY TO UNIT NOS. BEFORE CHANGE)	TYPE OF UNIT	TOTAL TYPE OF UNITS EACH BUILDING	EACH UNIT'S PERCENTAGE SHARE	EACH UNIT'S MONTHLY ASSESSMENT	EACH UNIT'S ANNUAL ASSESSMENT
D	151, 150, 163, 162, 154, 155, 158, 159, 251, 250, 263, 262, 254, 255, 258, 259	2-Bdrm. 2-Bath	16	.6034334	\$58.24	\$698.88
E	168, 165, 180, 177, 176, 173, 172, 169, 268, 265, 280, 277, 276, 273, 272, 269	1-Bdrm. 1-Bath	16	.438233274	42.30	507.60
E	167, 166, 179, 178, 175, 174, 171, 170, 267, 266, 279, 278, 275, 274, 271, 270	2-Bdrm. 2-Bath	16	.6034334	58.24	698.88
F	193, 196, 181, 184, 185, 188, 189, 192, 293, 296, 281, 284, 285, 288, 289, 292	1-Bdrm. 1-Bath	16	.438233274	42.30	507.60
F	194, 195, 182, 183, 186, 187, 190, 191, 294, 295, 282, 283, 286, 287, 290, 291	2-Bdrm. 2-Bath	16	.6034334	58.24	698.88

1-Bdrm. TOTAL UNITS
1-Bath WHOLE CONDO
96

2-Bdrm. TOTAL UNITS
2-Bath WHOLE CONDO
96

TOTAL: 192 UNITS

SUMMARY: 96-One Bedroom Units at .438233274% each = 42.070394%
96-Two Bedroom Units at .6034334% each = 57.929606%

TOTAL: 100.000000%

OFF REC 10677 PG 425
DIVISION OF CORPORATIONS

NAME James S. Casse
ADDRESS 100 N.E. Biscayne Boulevard
CITY Miami, F STATE Florida ZIP CODE 33132
AREA CODE & PHONE NUMBER (305) 371-1400
NAME OF CORPORATION Kendallwood Villas Condominium Association, INC. (a corporation not for profit)

FOR OFFICE USE ONLY

DOMESTIC
 FOREIGN
FILED
MAR 4 2 01 PM '80
SECRETARY OF STATE
MIAMI, FLORIDA

<input checked="" type="checkbox"/>	DOMESTIC	<input type="checkbox"/>	AMENDMENT	<input type="checkbox"/>	SEARCH
<input type="checkbox"/>	FOREIGN	<input type="checkbox"/>	DEFINITION	<input type="checkbox"/>	INDEX
<input type="checkbox"/>	LIMITED PARTNERSHIP	<input type="checkbox"/>	ANNUAL REPORT	<input type="checkbox"/>	REINTEGRATION
<input type="checkbox"/>		<input type="checkbox"/>	CERTIFICATE	<input checked="" type="checkbox"/>	CERTIFIED COPY

RECEIVED
MAR 4 1 11 PM '80
MIAMI, FLORIDA

np-32

NP # _____

New Corporation () Reincorporation () Amendment (\$617.02)

Filed: _____ By: _____

75/366

ARTICLES OF INCORPORATION

OF

KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.

N A M E

The name of this corporation is KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

P U R P O S E

The purpose for which this Association is organized is the operation and management of the Condominium which is to be created upon lands located in Dade County, Florida described in Exhibit "A" attached hereto, and known as KENDALLWOOD VILLAS, a Condominium (the "Condominium").

The Association is to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of the condominium in accordance with the terms, provisions, conditions, and authorizations, contained in these Articles of Incorporation, and which may be contained in the Declaration of Condominium (the "Declaration") which will be recorded among the Public Records of Dade County, Florida, encompassing the real property described above and the improvements thereon that are submitted to condominium ownership; and to own, maintain, manage, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary and convenient in the administration of the Condominium.

-1-

EXHIBIT C

The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III.

P O W E R S

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the By-Laws or the Act.

2. The Association shall have all the powers and duties granted to the Association by Chapter 718, Florida Statutes. The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Public Records of Dade County, Florida. Without limiting the generality of the foregoing, the Association shall have power:

(a) To make and collect assessments, fees and other charges against members as Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the condominium property and for the health, comfort, safety and welfare of the Unit Owners.

(d) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of the Units as may be provided by the Declaration.

(e) To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or the Unit Owners as members of the Association.

(f) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by the Unit Owners.

(g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members as Unit Owners.

(h) To employ personnel to perform the service required for the proper operation of the Condominium.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, directors or officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE IV.

M E M B E R S

The qualification of members, the manner of their admission to membership and termination of such membership and voting by such members shall be as follows:

1. All Unit Owners shall be members of the Association.

2. Membership in the Association shall be established by recording in the Public Records of Dade County, Florida, a deed establishing a change of record title to a Condominium Parcel in the Condominium and the notification in writing to the Association of the recording information. The new record owner designated by such instrument thereby becomes a member of the Association. The membership of the prior owner shall thereby terminate. The Developer to the extent of the ownership of Units is a member of the Association, holding memberships equal to the number of Units it holds.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Unit.

4. Members of the Association shall be entitled to one (1) vote for each Unit owned by such member. If the unit is jointly owned by two or more persons (or by a corporation) the joint owners or the corporation, as the case may be, shall designate one person who shall exercise the right to vote permitted for each resident Unit owned. All in all, there shall be a total of one hundred seventy and ninety-two (192) votes comprising the vote of the Association. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

5. The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE V.

D I R E C T O R S

1. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association or owners of Units in the Condominium.

2. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners, Institutional Mortgagees or the Developer when such approval is specifically required.

3. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

4. The Developer of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the period described in the By-Laws.

5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors

are elected and have qualified, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Stewart C. Woodard	180 Newport Center Drive Newport Beach, California 92663
Thornton Ladd	180 Newport Center Drive Newport Beach, California 92663
Albert D. Metzner	2333 Brickell Avenue Suite 702 Miami, Florida

ARTICLE VI.

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at the first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESSES</u>	<u>OFFICE</u>
Stewart C. Woodard	180 Newport Center Drive Newport Beach, California 92663	PRESIDENT
Thornton Ladd	180 Newport Center Drive Newport Beach, California 92663	SECRETARY
Albert D. Metzner	2333 Brickell Avenue Suite 702 Miami, Florida	TREASURER and VICE- PRESIDENT

ARTICLE VII.

I N D E M N I F I C A T I O N

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether

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

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suite or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership,

joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII.

BY - LAWS

The first By-Laws of the Association shall be those By-Laws appended to the Declaration of Condominium and may be altered, amended or rescinded in the manner provided by said By-Laws by an affirmative vote of a majority of the owners of Units.

ARTICLE IX.

A M E N D M E N T S

1. Until such time as the Developer, has completed and closed the sales of all of the condominium units in the condominium for which this Association will operate, the Articles of Incorporation may be amended as to any of the particulars contained herein by the Developer in its sole discretion, and in addition thereof, the proceedings of all meetings of the Association shall have no effect unless approved by the Developer as to the amendment of the condominium documents. This right is subject, however, to the provisions that the Developer cannot make any substantial change in the purpose of the Association.

2. These Articles of Incorporation may also be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either a majority of the Board of Directors or by one-third (1/3rd) of the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of a majority of the votes of the members of the Association; and such approval must be by an affirmative vote

of two-thirds (2/3rds) of the members of the Board of Directors.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 3, 4, and 5 of Article III, entitled "Powers" without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment.

ARTICLE X.

TERM

The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XI.

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Stewart C. Woodard	180 Newport Center Drive Newport Beach, California 92663
Thornton Ladd	180 Newport Center Drive Newport Beach, California 92663
Albert D. Metzner	2333 Brickell Avenue Suite 702 Miami, Florida

ARTICLE XII.

RESIDENT AGENT

The Resident Agent of the Association for purposes of accepting service of process shall be MARWIN S. CASSEL, ESQ.,

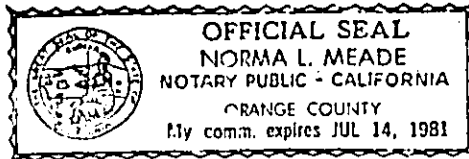
STATE OF CALIFORNIA |
COUNTY OF ORANGE | SS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared THORNTON LADD, to me known to be one of the subscribers to the Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State this 26TH day of FEBRUARY, 1979.

Norma L. Meade
NOTARY PUBLIC

My commission expires:
7-14-81



STATE OF |
COUNTY OF | SS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared ALBERT D. METZNER, to me known to be one of the subscribers to the Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State this 4th day of MARCH, 1979.

Julius M. Barton
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 15, 1980
Bonded By American Surety & Guaranty Company

EXHIBIT "A"

TO
ARTICLES OF INCORPORATION
OF
KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.
(a Corporation not for profit)

A parcel of land lying in Section 7, Township 55 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of said Section 7; thence run S 2° 03' 00" W, along the East line of said NE 1/4 of Section 7, for a distance of 55.01 feet to a point on a line that is 55.00 feet South of and parallel to the North line of said NE 1/4 of Section 7; thence run N 89° 09' 15" W, along said line that is 55.00 feet South of and parallel to said North line of the NE 1/4 of Section 7, for a distance of 500.00 feet to the Point of Beginning of the following described parcel of land; thence continue N 89° 09' 15" W, along the last described line, for a distance of 179.94 feet to a point; thence run S 0° 50' 45" W, for a distance of 509.94 feet to the point of curvature of a circular curve to the right having a radius of 530.00 feet; thence run Southwesterly, along the arc of said curve, for a distance of 172.07 feet; through a central angle of 18° 36' 05", to a point on a line that is 734.00 feet South of and parallel to said North line of the NE 1/4 of Section 7; thence run S 89° 09' 15" E, along the aforementioned line, for a distance of 637.83 feet to a point on the Westerly right-of-way line of the South Dade Expressway, as described in Parcel No. 705, Road No. 1083, Section 7-55-40, Parcel Data Sheet, South Dade Expressway, Dade County Public Works, Right-of-Way Division; thence run N 12° 53' 41" W, along said Westerly right-of-way line of the South Dade Expressway, for a distance of 269.43 feet to a point on a line that is 125.00 feet West of and parallel to said East line of the NE 1/4 of Section 7; thence run N 2° 03' 00" E, along said Westerly right-of-way line of the South Dade Expressway and along said line that is 125.00 feet West of and parallel to the East line of the NE 1/4 of Section 7, for a distance of 220.00 feet to a point; thence run N 24° 49' 44" W, along said Westerly right-of-way line of the South Dade Expressway, for a distance of 163.47 feet to a point on a line that is 105.00 feet South of and parallel to said North line of the NE 1/4 of Section 7; thence run N 79° 41' 31" W, along said Westerly right-of-way line of the South Dade Expressway, for a distance of 304.14 feet to the Point of Beginning; containing 8.40 acres, more or less, together with the structures and improvements located thereon.

B Y - L A W S

OF

KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.

DEFINITIONS

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE II.

LOCATION, PURPOSE AND POWERS

Section 1. The principal office of the Association shall be located at:

10555 S.W. 108th Avenue
Miami, Florida

Section 2. The purpose for which the Association is organized is to be a condominium association within the meaning of The Condominium Act, and in turn for the purpose of operating, administering and managing the property and affairs of the Condominium, to-wit:

KENDALLWOOD VILLAS - A CONDOMINIUM

and to exercise all powers granted to it as a corporation under the laws of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium, to which these By-Laws are attached, and further to exercise all powers granted to a condominium association under The Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association.

Section 3. The Association shall have all power granted to it by law, the Declaration, The Condominium Act and as set forth in Article III of the Articles of Incorporation.

Section 4. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments, special Assessments and fees from Unit Owners.

- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided herein.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (j) Organizing corporations to act as designees of the Association in acquiring title to or leasing Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property.
- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (n) Levying fines against the Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of the Unit Owners.
- (o) Purchasing or leasing a Unit for use by a resident superintendent.
- (p) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages and/or security interests on Association property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$20,000.00. If any sum borrowed by the Board of directors on behalf of the Association pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his inter-

est in the Common Elements bears to the interest of all the Unit Owners, in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or will affect, the Unit Owner's Unit.

- (q) Contracting for the management of the Condominium and delegating to such contractor such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these By-Laws to be approved by the Board of Directors members of the Association; contracting for the management or operation of portions of the Condominium Property susceptible to separate management or operation; and granting concessions for the purpose of providing services to the Unit Owners. In exercising this power, the Association may contract with affiliates of itself and the Developer.
- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.
- (s) Exercising (i) all powers specifically set forth in the Declaration, the Articles of the Association, these By-Laws, and in the Florida Condominium Act, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (t) Suspending the right of any Unit Owner to vote or use the recreation facilities of the Condominium so long as said Unit Owner is delinquent in the payment of Common Expenses or otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulations.
- (u) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed \$50.00 in any one case.

ARTICLE III.

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article IV, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments or fees levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Unit, against which such assessments or fees are made, as provided in Article XI of the Declaration.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. There shall be nine (9) directors of the Association who shall be elected annually at the annual meeting of the Members.

Section 2. Election of the directors shall be conducted in the following manner:

- (a) Election of directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- (b) Nominations for directors and additional directorships created at the meeting may be made from the floor.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (d) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of subdivision (f) hereof shall be filled by the Developer without the necessity of any meeting.
- (e) Any director may be removed by concurrence of two-thirds (2/3rds) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting, unless such director was appointed by the Developer, in which case the Developer shall appoint another director without the necessity of any meeting.
- (f) Provided, however, that until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the Board members present. If the majority of the members of the Board elected shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such

meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

Section 5. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade County, Florida; and at any time.

Section 6. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three (3) days by mail or one day by telephone or telegraph prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

Section 7. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 8. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws.

Section 9. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that director for the purpose of determining a quorum.

Section 11. The presiding officer of the directors' meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside (or may designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

Section 12. No director shall receive compensation for any service rendered to the Association.

Section 13.

- (a) Notwithstanding anything to the contrary contained in Article IV or otherwise, the Developer and any successor developer designated in writing by the Developer as a successor Developer shall have the right for the periods of time hereinafter provided to appoint or direct that there be elected specific directors of the Association.

- (i) Until such time that as Developer shall have sold and closed the sale of at least fifteen (15%) percent of the Units to persons other than a successor developer, the Developer may appoint, or direct that there be elected, all members of the Board of Directors.
 - (ii) When Owners other than the Developer or successor developer own fifteen (15%) percent or more of the units, the unit owners other than Developer shall be entitled to elect one-third (1/3) of members of the Board of Directors of the Association.
 - (iii) Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board when the first of the following shall occur:
 - a) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
 - b) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
 - c) When all of the Units that will be operated ultimately by the Association have been completed, some of them conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.
 - (iv) So long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units in the Condominium, the Developer shall be entitled to elect at least one member of the Board of Directors.
- (b) Within sixty (60) days after Unit Owners other than the Developer or a successor are entitled to elect or appoint a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the Owners for this purpose. The meeting may be called and the notice given by any Owner if the Association fails to do so.
 - (c) Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than sixty (60) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including but not limited to, the following items, if applicable:
 - (i) The original or a photocopy of the recorded Declaration of Condominium for the Condominium operated by the Association, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;

- (ii) A certified copy of the Articles of Incorporation for the Association;
- (iii) A copy of the By-Laws of the Association;
- (iv) The Minute Books, including all minutes, and other books and records of the Association, if any;
- (v) Any Rules and Regulations which have been promulgated;
- (vi) Resignations of officers and Board members who were appointed by the Developer who are required to resign because the Developer is required to relinquish control of the Association;
- (vii) An audit and accounting, which need not be certified, for all Association Funds, performed by an auditor independent of the Developer including capital accounts, reserve accumulations in accordance with S.718.504(20)(c) and contributions.
- (viii) Association Funds or the control thereof;
- (ix) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;
- (x) Insurance policies;
- (xi) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;
- (xii) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;
- (xiii) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;
- (xiv) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;
- (xv) Leases of the Common Elements and other Leases to which the Association is a party if applicable;
- (xvi) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and
- (xvii) All other contracts to which the Association is a party.

- (d) The Developer may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.
- (e) This Article IV, Section 9 shall not be modified or amended without the consent of the Developer or, in the appropriate case, a successor Developer, so long as the Developer or successor Developer shall in accordance with the terms of this Section have the right to appoint or cause to be elected any Directors.

ARTICLE V.

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors may elect a Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notice of all meetings of the Membership of the Association and the directors where notices of such meetings are required by Law or in these By-Laws. He shall keep the minutes of the meetings of the Membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. One person may hold more than one office.

ARTICLE VI.

RESIGNATION, VACANCY, REMOVAL

Section 1. Any director or officer of the corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 2. When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting, by electing a person who shall serve until the next annual meeting of members, at which time a director will be elected to complete the remaining portion of the unexpired term.

Section 3. When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

Section 4. A majority of members of the corporation present at any regular meeting or special meeting duly called at least in part for the purpose and at which a quorum is present may remove any director or officer for cause affecting his ability or fitness to perform his duties. Officers and directors may also be removed from office as provided in the provisions of §718.112(g), Florida Statutes, in force on the date of the adoption of these By-Laws, so long as that provision remains law.

Section 5. Officers and directors of the Association shall be indemnified to full extent provided by Florida law and in Article VII of the Articles of Incorporation.

Section 6. Any resignation of an officer or director that was appointed by the Developer, shall be replaced by the Developer's appointee unless the resignation is for the explicit purpose of giving the Unit Owners more seats.

ARTICLE VII.

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in each year beginning in 1980, at such time, date and place as shall be determined by the Board of Directors, but no later than thirteen (13) months from the date of the previous annual meetings.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth of all the votes of the entire Membership.

Section 3. Notice shall be given to the Members by sending a copy of the notice by mail, postage thereon fully paid, to the addresses appearing on the records of the Association. The post office certificate shall be retained as proof of such mailing. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast thirty-three and one-third (33-1/3%) percent of the votes shall constitute a quorum for any action governed by these By-Laws.

Section 5. Any Member may give to the Developer or to any other Member (but not to a tenant) a proxy to vote on behalf of the absent Member at any meeting. Such proxy shall be in writing, shall be signed by the absent Member and filed with the Association prior to or at the meeting. The proxy shall be effective only for the specific meeting for which it is originally given. It will be revocable at the pleasure of the Unit Owners executing it.

Section 6.

- (a) Except as provided in Section 7 hereof, in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. As used in these By-Laws, the Articles of Incorporation or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean those Unit Owners having more than fifty (50%) percent of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners and at which a quorum shall have been attained.
- (c) If a Unit is owned by one person, his right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Owners and filed with the Association. If a Unit is owned by a corporation, the person (who must be a director, officer or employee of the corporation) entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by the Owner. If a certificate designating the person entitled to cast the vote for a Unit is on file or has been revoked, the vote of the Owners shall not be considered in determining whether a quorum is present nor for any other purpose, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:
- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, provided that their vote shall be considered in determining whether a quorum is present on that subject at the meeting.
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

- (iii) If both are present at a meeting and concur, either one may cast the vote.

Nothing herein shall prevent Members from granting proxies as provided in Section 5 above.

Section 7. If any Assessment or fee or portion thereof imposed against a Unit Owner remains unpaid for thirty (30) days after the date due and payable, such Unit Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments, fees, or applicable portions thereof are paid, whereupon the voting rights shall be automatically reinstated.

ARTICLE VIII.

BOOKS AND RECORDS, DEPOSITORIES FISCAL YEAR

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association as provided in the Declaration.

Section 2. The funds of the Association shall be deposited in a bank or banks or in a state or federal savings and loan association in Dade County, Florida. Such deposit shall be to an account of the Association under resolutions approved by the Board of Directors and the funds deposited shall be withdrawn only over the signature of the treasurer and countersigned by the President or Vice President. Said funds shall be used only for corporate purposes.

Section 3. The Association shall maintain accounting records according to good accounting practice. Such records shall include a record of receipts and expenditures account for each Unit Owner which shall designate the name and address of the Unit Owner, the amount of each Assessment and fee, the due dates and amount of each Assessment and fee, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default if required. The Association shall furnish a reasonable written summary of the foregoing to each Unit Owner at least annually. The Board of Directors shall present at each annual meeting of the Association members, a full and clear statement of the business and condition of the Association.

Section 4. Any member of the Association shall have the right to inspect the books, records and other documents belonging to the Association at reasonable times and upon reasonable notice to the president and treasurer of the Association.

Section 5. The minutes of all meetings of the Board of Directors of the Association shall be kept in a book available for inspection by Unit Owners, or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

ARTICLE IX.

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may from time to time adopt rules and regulations governing the details of the operation as are

designed to prevent unreasonable interference with the use of the Units, the Limited Common Elements and Common Elements by the members and all members shall abide thereby provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE X.

VIOLATIONS AND DEFAULT

In the event of a violation (other than non-payment of an Assessment or fee by a Unit Owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the corporation, the Articles of Incorporation of the Association, or any provisions of The Condominium Act, the Association, after reasonable notice to cure not to exceed fifteen (15) days, shall have all rights and remedies provided by law including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay Assessments or fees, the right to foreclose its lien provided in The Condominium Act, and in every such proceeding the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Condominium Parcel during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments or fees.

ARTICLE XI.

AMENDMENT OF BY-LAWS

Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3rd) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
 - (i) by not less than fifty (50%) percent of the votes of members of the Association represented at a meeting at which a quorum has been attained and by not less than sixty-six and two-thirds (66-2/3%) percent of the entire Board of Directors; or
 - (ii) by not less than eighty (80%) percent of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or
 - (iii) by not less than one hundred (100%) percent of the entire Board of Directors.

- (c) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.
- (d) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Dade County, Florida.

ARTICLE XII.

FISCAL MANAGEMENT

Section 1. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(20) of the act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (a) A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners provided that the Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.
- (b) If a budget is adopted by the Board of Directors which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than fifty (50%) percent of all the Units (including Units owned by the Developer).
- (c) In determining whether a budget requires Assessments against Unit Owners in any year exceeding

one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property.

- (d) As long as the Developer is in control of the Board of Directors of the Association, such Board shall not impose an Assessment for a year greater than the prior year's Assessment, as herein defined, without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer).

Section 2. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of Subsection 1 above, the Board of Directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for such special membership meetings in said subsection, or propose a budget in writing to the membership, and if such budget is adopted by the membership, upon ratification by a majority of the Board of Directors, it shall become the budget of the Association for such year.

Section 3. Until the Developer has completed sales and closings of all Units in the Condominium, or until the Developer's control of the Board of Directors is terminated, whichever shall first occur, the Board of Directors may, without liability to Unit Owners, omit from the budget all allowances for contingencies, capital surplus and reserves.

Section 4. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable calendar year annually in advance on or before December 20th preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and monthly (or quarterly) installments on such Assessment shall be due upon such installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the calendar year for which an amended Assessment is made shall be payable in as many equal installments as there are full months (or quarters) of the calendar year left as of the date of such amended Assessment, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessment shall be paid with the next regular installment in the following year.

Section 5. Charges and fees by the Association against members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessment or fees in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided

for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of the Condominium Property or recreation areas, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from each Owner.

Section 6. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after thirty (30) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Assessment.

Section 7. The depository of the Association shall be such bank or banks in the County, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments, fees, or contributions to working capital may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

Section 8. If a Unit Owner shall be in default in the payment of an installment upon an Assessment or fee, the Board of Directors may accelerate the remaining installments of the Assessment or fee upon notice to the Unit Owner, and the then unpaid balance of the Assessment or fee shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 9. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

Section 10. The Association shall maintain accounting records in the County, according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above shall be supplied to each Unit Owner annually.

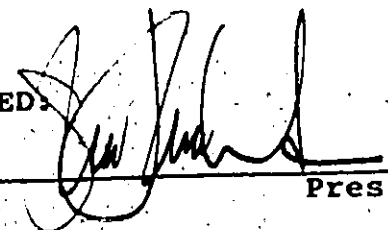
Section 11. All Assessment and fee payments made by a Unit Owner shall be applied as provided herein and in the Declaration.

The foregoing were adopted as the By-Laws of

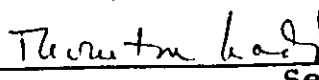
KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

a corporation not-for-profit, under the laws of the State of Florida, at a meeting of the members of said corporation duly noticed, at which all members were present, by the unanimous vote of the members on the 26 day of February, 1979.80

APPROVED:



President



Secretary

RULES AND REGULATIONS
OF
KENDALLWOOD VILLAS, A CONDOMINIUM

1. The Unit Owner shall occupy and use his Condominium Parcel as a private dwelling for himself, and other members of his immediate family and social guests and for no other purpose. In the event a Unit Owner is a corporation, the Unit shall be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Board of Directors of the Association. No persons who have not yet attained 18 years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon, for a period not exceeding 60 days in any one calendar year or 60 days within any consecutive twelve month period which may provide the least permissible residence. The provision of this paragraph can be waived from time to time by the Board of Directors of the Association, providing that the waiver is obtained in writing. In the event any Unit Owner by virtue of the aforementioned waiver violates any of the Rules and Regulations as may thereafter be promulgated by the Association, said violation can result in the removal of the consent by the Board of Directors. It is the specific intention of the Developer herein that if the provisions of this paragraph are waived by the Association and the Unit Owner, by virtue of said waiver, violates any of the aforementioned Rules and Regulations the child who is the subject matter of this waiver must then vacate the subject Unit.
2. An Owner of a Unit shall not permit use of the same for transient or hotel purposes, except that any Unit owned or controlled by the Developer, or its successors or designees, may be used by the Developer as guest apartment, and if any Owner of a Unit has leased the same to the Developer or its successors, or designees, then such Unit while leased unto the Developer its successors or designees, may similarly be used as a guest apartment.
3. No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property or of the Common Elements or of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
4. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise, nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.
5. No dogs shall be kept as pets on the Condominium Property. A Unit Owner may keep one domestic pet (other than a dog) in his Unit, so long as such domestic pet weighs less than one pound and does not constitute a nuisance or unreasonably interfere with the quiet enjoyment of the premises by the other Unit Owners; and provided further, that such pet is maintained pursuant to these Rules and Regulations promulgated by the Board of Directors of the Association. Should a Unit Owner desire to keep more than one pet on the Condominium Property, or a pet weighing more than one pound, then such Unit Owner must first obtain the written approval of the Board of Directors of the Association.

EXHIBIT E

6. No clothesline or similar device shall be allowed on any portion of the Condominium Property.
7. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, or windows of the Unit except with the prior written consent of the Board of Directors of the Association, and further, when approved, subject to the conditions designated adopted by the Board of Directors. All window and exterior glass door covering and drape linings shall be in the colors specified by the Association.
8. No person shall use the Common Elements, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations as from time to time adopted by the Association.
9. In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium, (other than units owned by the Developer), without the prior written consent of the Association. The Association shall possess the additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses than that noted above may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion the use in question has become excessive and/or violates the residential character of the Condominium.
10. No Owner shall cause improvements or changes to the exterior of the Condominium, including but not limited to, enclosing any terrace, painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennas or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearance of any portion of the Buildings without obtaining the prior written consent of the Association.
11. Children, whether they be guests or residents, shall not be permitted to play in the walks, corridors, or stairways of the Condominium Property.
12. Televisions, radios, musical instruments and other instrumentalities of sound reproduction or amplification must be used at such times as will provide a minimum of disturbance to other Unit Owners.
13. No Unit Owner, or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such Unit Owner, or resident, such employees to be directed only by officers of the Association or the management personnel engaged by the Association.
14. The use of all recreational facilities shall at all times be governed by the Rules and Regulations promulgated by the Association as may be posted from time to time in or about such recreational facilities.
15. The Association, through its Managing Agent, may retain a passkey to each Unit for utilization only in the event of an emergency, such as fire, leakage, etc. No Unit Owner shall alter any lock or install a new lock on any door of his premises or boat without the written consent of the Association.

tion. In the event such consent is given, the Unit Owner or Dock Owner shall provide the Association's managing agent with an additional key for the use of the Association pursuant to its right of access to each Unit.

16. Common Elements and Limited Common Elements shall be used only for the purposes intended, and shall not be used for the hanging of garments or other objects, or for the cleaning of rugs or other household items.
17. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings and all garbage shall be properly bagged and deposited in the facilities provided.
18. No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit nor in any other way allow any signs to be visible to the general public from within his Unit.
19. Additional Rules and Regulations shall be posted in recreational areas, including but not limited to the pool area, and recreational building, from time to time, as may be promulgated by the Association's Board of Directors.
20. The Building Rules and Regulations heretofore enumerated shall be deemed in effect until amended by the Association and shall apply to and be binding upon all Unit Owners with the exception of the Developer.

EXHIBIT F

ESTIMATED OPERATING BUDGET
(Monthly Figures)

Miami-Dade Water and Sewer Authority	\$ 1,700.00
Electricity - Common Elements	1,100.00
Insurance	893.00
Waste Collection	780.00
Maintenance	
Pool Chemicals & Service	175.00
Lawn and Landscape	960.00
Exterminators	125.00
Accounting	250.00
Legal	200.00
Office Expense and Postage	50.00
Southern Bell Telephone	- 41.60
Reserve Fund	300.00
Janitor	1,000.00
Supervisor	1,200.00
Management Fee	<u>877.46</u>
	Monthly Total \$ 9,652.06
	Yearly Total \$115,824.72

Initial Monthly Assessments:

One bedroom units:	\$42.30 x 96 units =	\$ 4,060.62
Two bedroom units:	\$58.24 x 96 units =	<u>5,891.44</u>
	Total	\$ 9,652.06

INSTRUMENT PREPARED BY:
MARWIN S. CASSEL, ESQ.
CASSEL & CHOTINER
Suite 1011, New World Tower
100 N. Biscayne Boulevard
Miami, Florida 33132

STATUTORY CONDOMINIUM WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 1979 by and between KENDALLWOOD VILLAS LTD., a California Limited Partnership authorized to do business in the State of Florida, of the County of Dade, State of Florida ("GRANTOR") and _____ whose post office address is: _____ of the County of _____, State of _____, ("GRANTEE"), his (their) heirs, successors and assigns, wherever the context so requires or admits.

W I T N E S S E T H:

THAT the said GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described land, situate, lying and being in the County of Dade, State of Florida, and more particularly described as follows:

Condominium Apartment Unit No. _____ of KENDALLWOOD VILLAS, A CONDOMINIUM, according to the Declaration of Condominium thereof, dated the _____ day of _____, 1979, recorded in Official Records Book _____ at page _____ of the Public Records of Dade County, Florida, together with an undivided interest in the Common Elements appurtenant thereto, all according to the Declaration of Condominium and Exhibits attached thereto.

THIS CONVEYANCE IS SUBJECT to taxes for the current year and subsequent years; zoning ordinances; restrictions, conditions, reservations, limitations and easements of record; and to the Declaration of Condominium of KENDALLWOOD VILLAS, A CONDOMINIUM, and all Exhibits attached thereto.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

And said GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has caused this Statutory Condominium Warranty Deed to be executed by its authorized officers set forth below and its corporate seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

KENDALLWOOD VILLAS LTD., a California Limited Partnership authorized to do business in the State of Florida; by KENDALLWOOD VILLAS ASSOCIATES, INC., General Partner

BY: _____ President

[CORPORATE SEAL]

STATE OF FLORIDA |
COUNTY OF DADE | SS.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____ as President of KENDALLWOOD VILLAS ASSOCIATES, INC., a California corporation, authorized to do business in the State of Florida, General Partner of KENDALLWOOD VILLAS LTD., a California Limited Partnership authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing Statutory Condominium Warranty Deed on behalf of said Limited Partnership.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 19____.

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503 OF THE FLORIDA STATUTES TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THIS AGREEMENT MAY NOT BE RECORDED IN THE PUBLIC RECORDS OF ANY COUNTY OR OTHER GOVERNMENTAL UNIT OF THE STATE OF FLORIDA.

KENDALLWOOD VILLAS
A CONDOMINIUM

AGREEMENT FOR SALE
OF CONDOMINIUM APARTMENT

THIS AGREEMENT is executed as of the _____ day of _____, 1979, by and between KENDALLWOOD VILLAS LTD., a California Limited Partnership authorized to do business in the State of Florida, ("Seller"), and the person or persons named below:

Name(s) _____ ("Purchaser")

Mailing Address _____

Permanent Residence _____

Office Address _____

Phone: (Office) () _____; (Residence) () _____

WITNESSETH:

WHEREAS, Seller, as Developer, is in the process of converting the 192-Unit apartment complex commonly known as KENDALLWOOD VILLAS, to the condominium form of ownership, pursuant to the Condominium Act of the State of Florida and upon the completion of such process will engage in the sale of such Units; and

WHEREAS, Purchaser is familiar with the Seller's development plan and desires to purchase the apartment unit in such complex described below.

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties have agreed:

1. THE UNIT.

Seller agrees to sell and convey, and Purchaser agrees to purchase and acquire, Condominium Apartment No. _____ (the "Unit") of KENDALLWOOD VILLAS, A CONDOMINIUM (the "Condominium"), according to the Declaration of Condominium therefor recorded (or to be recorded) in the Official Records of Dade County, Florida, located at 10555 S.W. 108th Avenue Miami, Florida.

-1-

EXHIBIT H

2. PURCHASE PRICE AND TERMS OF PAYMENT.

The purchase price for the Unit that Seller agrees to accept and Purchaser agrees to pay is.....\$ _____

The purchase price is payable as follows:

(a) Deposit paid to date (held in escrow.....\$ _____ in interest-bearing account)

(b) The balance of the purchase price shall be payable at closing of title in cash or by cashier's check.....\$ _____

TOTAL.....\$ _____

3. MORTGAGE FINANCING ARRANGEMENTS.

If Purchaser desires to apply for a mortgage loan, then all of the provisions of the Mortgage Financing Rider (executed by the parties and attached hereto) shall be a part of this Agreement. Purchaser's obligation to purchase WILL NOT be contingent upon securing a mortgage UNLESS a Mortgage Financing Rider is executed and attached hereto.

4. CLOSING OF TITLE.

Closing of title shall be held at the offices of Seller's attorney, CASSEL & CHOTINER, Suite 1011, New World Tower, 100 N. Biscayne Boulevard, Miami, Florida on such day and hour, as Seller may designate to Purchaser on reasonable notice [at least seven (7) days], which may be given orally. An affidavit by a representative of Seller that notice was given on a specific date shall be conclusive evidence of such notice. Failure of Purchaser to receive notice by reason of Purchaser's failure to advise Seller of any change of address or phone number shall not relieve Purchaser of its obligation to close on the date, place and time specified by Seller. Seller may postpone the closing on written or oral notice to Purchaser, which notice shall fix a new day for closing.

At the time of closing the following documents will be given by the Seller to the Purchaser:

(i) Warranty Deed, in recordable form, subject only to taxes for the current year and subsequent years; zoning regulations of the County of Dade; conditions, restrictions, limitations and easements of record, and the restrictions contained in the Declaration of Condominium and documents attached thereto. The acceptance of the warranty deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which survive by operation of law or are herein specifically stated to survive the delivery of the deed.

(ii) Mechanics' Lien Affidavit to the effect that all improvements to the Unit have been paid for in full by Seller.

At closing, if the Mortgage Financing Rider has been elected by Purchaser, the Purchaser shall execute and deliver all instruments required by the lending institution to obtain and evidence its mortgage and the Purchaser shall pay to the Seller the cash portion of the purchase price in full.

5. CLOSING CHARGES AND ADJUSTMENTS.

A. At the time of closing PURCHASER shall pay the following:

(i) To the Seller: Closing charge in the amount of 1-1/2% of the purchase price to include the cost of recording the Deed, Florida documentary stamps and surtax on the Deed, an Abstract of Title continued through date of closing and the Owner's Policy of Title Insurance from this payment.

(ii) To the mortgage lender: All mortgage loan closing costs if this is not an all cash purchase.

(iii) To the Condominium Owners Association: A sum equal to two (2) times the total estimated monthly common expenses attributable to this Unit, representing the Purchaser's proportionate share of the initial working capital of the Owners Association.

(iv) Insurance then in existence, common expenses and any other proratable items, shall be prorated as the date of closing set forth in Seller's notice and the cash due at closing shall be appropriately adjusted with the exception that the taxes shall be prorated for the current year when bills are available on a discounted basis.

B. The Purchaser's Unit's share of ownership in the Common Elements of the Condominium and of its Surplus and of the Common Expenses of the Condominium for which the Purchaser shall be liable, is determined by the approximate number of square feet of floor space in that Unit as compared to other Units in the Condominium, all of which is noted in the Declaration of Condominium.

C. The estimated share of total monthly maintenance or common expense, as the same is to be described in the Declaration of Condominium and By-Laws of the Condominium Association for the Unit which the Purchaser is obligated and agrees to pay the Association from time to time, and which includes a prorata share of the cost of maintaining and operating the Buildings of which this Unit is a part, will be set forth in the Operating Budget attached to the Declaration of Condominium.

D. Assessments for certified liens for public improvements at the time of closing shall be the responsibility of Seller; assessments for pending, but uncertified, liens for public improvements at the time of closing shall be the responsibility of the Purchaser.

6. TITLE INSURANCE POLICY.

The Seller shall deliver to Purchaser, subsequent to the closing, an Owner's Policy of Title Insurance showing fee simple title to the Unit to be vested in the Purchaser, subject to the following:

(i) Real estate taxes and assessments, if any, for the year in which the transaction is closed and thereafter.

(ii) Restrictions, conditions, reservations, limitations, and easements of record, zoning ordinances, and any easements as may be necessary to be granted for the use and benefit of Condominium Unit Owners in the project, of record, if any.

(iii) Terms and conditions of the Declaration of Condominium and all exhibits attached thereto, in the form recorded by Seller prior to closing.

(iv) Any mortgage, executed by Purchaser, the proceeds of which were used to finance the purchase of the Unit; and

(v) The standard printed exceptions contained in A.L.T.A. Owner's Policy of Title Insurance issued in Dade County, Florida.

If Seller is unable to deliver title or use as provided in this Agreement, Seller shall not be obligated to cure any objections or defects, but shall be afforded a reasonable time [not less than sixty (60) days] to do so if Seller so elects. If not cured within such period, or if Seller elects not to so cure, Purchaser may accept title or use in its then existing condition, but without any reduction in the purchase price, or terminate this Agreement and receive a refund of all deposits (and, upon refund being made, Seller shall be released of all liability to Purchaser and this Agreement shall thereafter be null and void). Seller shall not be obligated to provide Purchaser with an abstract of title, nor a survey.

7. DEFAULT.

Should Purchaser fail to close on the title of the Unit as herein provided, or fail to perform or observe any of the Purchaser's other obligations hereunder, Seller may, at its option, cancel this Agreement by notice to Purchaser, which cancellation will be effective upon the giving of such notice. In such event, Purchaser's deposits and interest thereon and all other sums paid to Seller shall be retained by Seller as liquidated and agreed upon damages for Purchaser's default, and all rights and privileges hereunder shall thereafter terminate. It is agreed that Seller has removed the Unit from the market and has incurred substantial direct and indirect expenses relative to sales, models, advertising, and similar items, and Purchaser recognizes that no other method could determine the precise damage resulting from Purchaser's default. The cancellation of this Agreement and the retention of all sums theretofore paid as liquidated and agreed damages shall be Seller's sole remedy in the event of Purchaser's default. If this Agreement is so cancelled, Seller may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale). Purchaser agrees not to file any action against Seller seeking the return of any portion of said deposit and interest thereon or seek any reduction in the amount of the liquidated and agreed upon damages if this Agreement is terminated for Purchaser's default.

Should Seller default prior to closing, except as provided herein to the contrary or by law, Purchaser's sole remedy shall be to seek a refund of all deposits, whereupon on tender of payment of such deposits this Agreement shall thereafter be null and void.

8. DAMAGE TO UNIT.

If between the date of this Agreement and closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

(a) Risk of loss to the Unit by fire or other casualty until closing of title as herein provided is assumed by Seller, but without any obligation of Seller

to repair or replace same, except if Seller elects to repair or replace such loss or damage to the Unit, this Agreement shall continue in full force and effect, and Purchaser shall not have the right to reject title or receive a credit against or abatement in the purchase price. In such event, Seller shall be entitled to a reasonable period of time within which to complete said repairs or replacement. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss or damage shall (subject to the rights of the Board of Directors in the event the Declaration shall have been filed) belong entirely to Seller and, if such proceeds shall be paid to Purchaser, Purchaser shall promptly upon receipt thereof turn same over to the Seller.

(b) If Seller notifies Purchaser that it does not elect to repair or replace any such loss or damage or in the event the Condominium Association does not resolve to make such repairs or replacement pursuant to the Declaration, then this Agreement shall be deemed cancelled and of no further force or effect, and Seller shall refund to Purchaser all monies deposited hereunder and interest thereon, whereupon the parties shall be released and discharged of all claims and obligations hereunder, except that if Purchaser is then in default hereunder, Seller shall retain all such deposits and interest thereon as and for liquidated damages.

9. PURCHASER'S RIGHT TO CANCEL.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

10. MODIFICATIONS.

Seller reserves the right to make any modifications or amendments to the Prospectus (including Exhibits thereto) prior to the closing of title which do not materially adversely affect the rights of the Purchaser hereunder. Purchaser's approval of any changes in the prices or terms upon which Seller will sell remaining Units shall not be required, and any such changes shall be at the sole discretion of Seller.

11. MAINTENANCE ASSESSMENTS.

The Estimated Operating Budget contained in the Prospectus sets forth the estimated expenses of operating the Condominium Association during the periods identified therein and each Unit's share thereof. The Budget is subject to modification at any time and from time to time to reflect changes in estimated expenses. Such modifications shall not affect Purchaser's obligation to purchase in accordance with the terms of this Agreement, nor shall Seller have any liability in the event actual expenses exceed the estimated expenses set forth in the Estimated Operating Budget, provided that until the earlier of the date control of the Association is turned over to Unit Owners other than the Developer, or January 1, 1982, Seller hereby guarantees that the monthly assessment imposed for the Unit shall not increase above the sum set forth opposite the Unit in the Budget of the Condominium Association.

12. ENTIRE AGREEMENT; NO REPRESENTATIONS.

This Agreement sets forth the entire agreement between the parties superseding any and all prior understandings and agreements, and no oral representations or statements shall be considered a part of this Agreement. This Agreement may not be subsequently amended or modified except by written agreement of the parties hereto. Purchaser acknowledges that he has not relied on any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller, the selling agent, or otherwise, except as herein or in the Prospectus specifically represented.

13. ASSIGNMENT; BINDING EFFECT; RECORDING.

Purchaser shall not assign this Agreement without the prior written consent of Seller, and any purported assignment in violation hereof shall be a default hereunder and voidable at the option of Seller. This Agreement shall be binding on the parties' respective heirs, personal representatives, successors and permitted assigns. This Agreement shall not be recorded and any such recording shall be deemed a default by Purchaser. The fact that Seller refuses to give its consent to an assignment shall not give rise to any claim for damages against the Seller.

14. NOTICES.

Except as provided in paragraph 4 with respect to notices of the scheduled closing date, all notices to be given hereunder (including the cancellation notice described in Paragraph 9 hereof) shall be in writing and sent by registered or certified mail, return receipt requested, to the Purchaser at the address inserted on the face of this Agreement, and addressed to the Seller, c/o its attorneys, CASSEL & CHOTINER, Suite 1011, New World Tower, 100 N. Biscayne Boulevard, Miami, Florida 33132, which law firm is the Escrow Agent for all deposits hereunder. Except as otherwise expressly provided herein, the date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

15. OFFERING MATERIALS.

The parties acknowledge having executed this Agreement on the date set forth above, and that Purchaser has received or will receive the Prospectus containing all documents required to be delivered to Purchaser by Florida Statutes Section 718.504, including but not limited to:

- (a) Declaration of Condominium of KENDALLWOOD VILLAS, A CONDOMINIUM;
- (b) Articles of Incorporation and By-Laws of the Condominium Association;
- (c) Estimated Operating Budget;
- (d) The Plot Plan and Survey;
- (e) Statement of Condition and Statement of Inspection for Termite Damage; and
- (f) Form of Agreement for Sale of Units.

In the event that Purchaser elects to terminate this Agreement in accordance with the provisions of Paragraph 9 hereof, or in the event this Agreement is terminated pursuant to any other provision hereof, Purchaser shall return the offering materials in the

same condition he received them, ordinary wear and tear alone excepted, or shall pay to Seller the sum of \$50.00 (which may be deducted from the deposit paid by Purchaser to the extent Purchaser is to receive a refund of such deposit) to defray Seller's cost and expense of preparation, printing and delivery of the materials.

16. SURVIVAL.

The provisions and disclaimers hereof which are intended to have effect subsequent to closing of title shall survive such closing and delivery of the deed.

17. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall constitute Purchaser's subscription to membership in the Condominium Owners Association and his agreement to take subject to and fully perform each of the obligations and responsibilities imposed upon him as a member of the Association as set forth in the documents included in the Prospectus.

(b) No lien shall arise as a result of this Agreement on any monies deposited hereunder and this Agreement shall be subject and subordinate to any mortgage now or hereafter placed upon the Condominium Property by Seller. Seller may record all documents relating to the Condominium Property as Seller deems appropriate.

(c) As long as Seller or any nominee of Seller owns any Unit Seller and/or its said nominees shall have the right and privilege to maintain general sales offices in and about the Condominium, including model apartments, and to have their employees present on the premises to show Units, use the Common Elements and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Units, all without charge or contribution; provided, however, that said activities shall be carried on in such a manner as will not unreasonably interfere with the Unit owners' enjoyment of their property.

(d) The term "Purchaser" shall be read as "Purchasers" if two or more persons are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meaning as in the Declaration.

(e) The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural (and vice versa), wherever the context so requires.

(f) The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement, or the intent of any provision hereof.

(g) All deposit monies collected pursuant hereto prior to closing shall be held in escrow with CASSEL & CHOTINER, located at Suite 1011, New World Tower, 100 N. Biscayne Boulevard, Miami, Florida 33132, pursuant to an Escrow Agreement, a copy of which is set forth in the Prospectus. The Purchaser has the right to notify the Escrow Agent and file a complaint with

the Division of Florida Land Sales and Condominium if there is a dispute between the Developer and the Purchaser as to disposition of the deposits held by the Escrow Agent. If the Purchaser defaults, the Seller shall receive the deposits and any interest earned (if any) thereon. At closing, deposits and interest earned (if any) shall be released to the Seller with appropriate credit being given to the Purchaser on the closing statement. If the Purchaser properly terminates this Agreement as provided herein and by law, the deposit will be disbursed within twenty (20) days of such termination, together with interest earned thereon, if any, less any sums properly retained in accordance herewith.

(h) The Purchaser acknowledges that no dogs whatsoever and no other pets of any nature over one (1) pound are permitted in any of the Units and that no children under the age of 18 years may be residents within the premises.

(i) The Unit was previously occupied and may continue to be prior to closing pursuant to an existing lease.

(j) THIS AGREEMENT IS CONTINGENT UPON AT LEAST 144 RESIDENTIAL UNITS IN THIS CONDOMINIUM BEING SOLD TO PURCHASERS APPROVED BY THE LENDING INSTITUTION OR FOR CASH. SELLER MAY COMMENCE CLOSINGS, HOWEVER, IF A LESSER NUMBER OF SALES IS ACCEPTABLE TO A PRIME LENDING INSTITUTION.

(k) Purchaser warrants and represents that the only real estate broker and/or salesman, if any, involved in this purchase and sale is named on the last page of this Agreement and agrees to indemnify and save harmless the Seller against all claims of any other real estate broker and/or salesman regarding this transaction.

(l) Purchaser acknowledges that nominees of Seller shall serve as the initial officers and directors of the Condominium Association, and are authorized by Purchaser to act for and on behalf of the Association in entering into any and all agreements as are provided in or contemplated by the Prospectus and its exhibits.

(m) If any provision of this Agreement shall be determined by a court of law having valid jurisdiction to be unenforceable, such determination shall not affect any of the other provisions hereof, all of which other provisions shall remain in full force and effect.

(n) The explanations, disclaimers and limitations set forth in the Prospectus are hereby incorporated herein by this reference.

(o) In the event of litigation concerning provisions of this Agreement, including, but not limited to, the rights of rescission granted hereby, or as a result of applicable law or regulations, the prevailing party shall be entitled to reasonable attorney's fees (and appellate attorneys' fees).

(p) Time shall be of the essence hereof as to all of Purchaser's obligations herein.

(q) All furnishings, decorative treatments, carpeting, drapes, fixtures, appliances, wallcoverings and treatments, rugs, window blinds and similar improvements found in model apartments are not available in a purchased Unit. A Unit is purchased "As Is" and there are no warranties by the Sellers, warranties of merchantability, warranties of fitness for a particular purpose, nor any other expressed or implied warranties of any kind applicable to this Condominium, unless they are expressly stated in writing by the Developer.

(r) Unless the context otherwise requires, words used herein shall have the same meaning as is specified in the Declaration of Condominium.

(s) THE UNIT IS SUBJECT TO A LEASE if a copy of the lease is attached as an exhibit hereto. If no such lease is attached as an exhibit hereto, then the sale of the Unit is NOT subject to a lease.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first given above.

NOTE: BEFORE YOU SIGN THIS AGREEMENT, READ IT AND THE PROSPECTUS CAREFULLY. YOU ARE HEREBY ADVISED SPECIFICALLY THAT THIS AGREEMENT CONTAINS REFERENCES TO CERTAIN CLOSING COSTS (paragraph 5). YOU ARE FURTHER ADVISED THAT THE PROSPECTUS CONTAINS OTHER IMPORTANT INFORMATION RESPECTING THE RIGHT TO CANCEL CERTAIN CONTRACTS ENTERED INTO BY THE CONDOMINIUM ASSOCIATION BEFORE CONTROL IS TRANSFERRED TO UNIT OWNERS OTHER THAN THE DEVELOPER.

SEEK PROFESSIONAL ADVICE

Signed, sealed and delivered in the presence of:

Purchaser (SEAL)

(As to Purchaser) Purchaser (SEAL)

KENDALLWOOD VILLAS LTD., a California Limited Partnership authorized to do business in the State of Florida; by KENDALLWOOD VILLAS ASSOCIATES, INC., General Partner

(As to Seller) By: _____

(Corporate Seal)

The parties hereto recognize that _____ is the Broker in this transaction.

IT IS UNDERSTOOD AND AGREED THAT THIS CONTRACT IS SUBJECT TO FINAL APPROVAL OF ALL CONDOMINIUM DOCUMENTS BY THE DEPARTMENT OF BUSINESS REGULATION, TALLAHASSEE, FLORIDA. UPON APPROVAL OF DOCUMENTS, ALL CONDOMINIUM DOCUMENTS, AS PREVIOUSLY SUBMITTED TO PURCHASER WILL BE RECORDED. AS USED HEREIN, THE TERM "PURCHASER" AND "BUYER" ARE INTERCHANGEABLE.

THE PURCHASER MAY OBTAIN A RECEIPT FOR HIS DEPOSIT FROM THE ESCROW AGENT UPON REQUEST PURSUANT TO FLORIDA STATUTES 718.503(1)(g).

MORTGAGE FINANCING RIDER

Date: _____, 19____.

Within ten (10) days of the date of the Purchase Agreement, Purchaser, and Purchaser's spouse and/or guarantor, will apply to the institutional lender recommended by Seller for a first mortgage loan in the approximate amount of _____ (\$ _____) Dollars (to be rounded if necessary) to provide a portion of the purchase price for the property described in the foregoing Purchase Agreement. The mortgage shall bear interest at the institutional lender's rate prevailing at time of closing and be for a term of at least twenty-five (25) years. Purchaser acknowledges that the institutional lender may require that monthly payments include an amount to fund an escrow account for the payment of applicable real estate taxes, private mortgage insurance, other insurance and maintenance assessments, if applicable.

Purchaser will diligently and in good faith cooperate with the institutional lender in all procedures required to qualify for a mortgage (including, without limitation, the filing with the institutional lender of applications, personal data, and financial information). If Purchaser's spouse is not herein named as a purchaser, or if Purchaser is other than an individual (such as a partnership, corporation, or other business entity), Purchaser shall supply the execution of his spouse, or such guarantees or signatures from Purchaser's principals, as the institutional lender may require.

If the institutional lender fails to find Purchaser qualified for the mortgage within thirty (30) days of the date Purchaser was required to apply, or fails to close notwithstanding its commitment, Seller in its sole and unfettered discretion shall have the privilege of: (a) extending the 30 day period for such additional period as Seller may elect, (b) recommending another institutional lender (in which case Purchaser shall reapply as above contemplated, (c) requiring Purchaser to assume a mortgage placed by Seller having the above terms, (d) accepting a purchase money mortgage having such terms, or (e) refunding to Purchaser all deposits made hereunder, less proper retainages (and upon such refund being made, Seller shall be released and relieved of all liabilities to Purchaser, and the Purchase Agreement shall thereafter be deemed null and void). If Purchaser qualifies with the institutional lender for a mortgage of a lesser principal amount or term than described herein, Purchaser shall be deemed to have agreed to accept such lesser mortgage (without reduction in the purchase price), unless within three [3] days after notice thereof, Purchaser gives Seller notice to the contrary (whereupon Seller shall have the same privileges described above in this paragraph). For purposes hereof, Purchaser shall be deemed qualified regardless of conditions attached to the approval relating to matters outside the purchase and sale transaction, matters of title or the execution of documents.

Purchaser shall pay all costs imposed by the institutional lender(s) regarding the application(s).

Purchaser acknowledges that if the application is for a loan for more than seventy (70%) percent of the purchase price, Purchaser is purchasing the Unit as his primary residence.

Seller's recommended institutional lender shall be _____

_____ (SEAL)
KENDALLWOOD VILLAS LTD.

By: KENDALLWOOD VILLAS ASSOCIATES, INC., its General Partner

By: _____ (SEAL)
SELLER PURCHASERS

RECEIPT, ACCEPTANCE AND WAIVER

RE: PURCHASE OF CONDOMINIUM UNIT NO. _____ OF KENDALLWOOD VILLAS, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book _____ at Page _____ of the Public Records of Dade County, Florida, ("the Condominium Unit").

The undersigned, having closed and acquired title to the above Condominium Unit on this date, in consideration of the conveyance of said Condominium Unit to the undersigned, hereby acknowledge, covenant and agree as follows:

1. Seller has fully performed and complied with all of its obligations, covenants and agreements contained in the Agreement of Sale entered into between the undersigned and Seller pertaining to the purchase of the Condominium Unit, and also any and all other contracts and agreements entered into between the undersigned and Seller, all of such obligations, covenants and agreements having been merged with the closing of title to the Condominium Unit.

2. The undersigned acknowledge that they have received copies of all Condominium Documents. They further acknowledge that they have had the opportunity to examine and do hereby ratify, approve and confirm all of the terms and provisions of all of said Documents, and do covenant and agree to comply with and be bound by all of the terms, covenants, conditions and agreements contained therein.

3. The initial officers and directors of KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit ("the Condominium Association"), are persons identified with and selected and controlled by Seller, and the undersigned waive all objections thereto. The undersigned further ratify, confirm, approve and adopt all of the actions taken by the said officers and directors on behalf of said Condominium Association.

4. The undersigned have inspected the Condominium Unit and the property submitted to a condominium form of ownership by the referenced Declaration of Condominium (and also, where applicable, all of the personal property sold by Seller to the undersigned and located within the Condominium Unit) and hereby accept them in an "as is" condition, hereby acknowledging and agreeing that the undersigned are satisfied as to the conditions thereof.

5. In purchasing the Condominium Unit and closing and acquiring title thereto, the undersigned have relied solely upon the statements and representations contained in the Agreement of Purchase and Sale and the Condominium Documents, and have not relied upon: (a) any advertising or promotional material, including but not limited to any radio, television, newspaper or other advertising; or (b) any other representations or warranties which may have been made by Seller, or Seller's agents or representatives either orally or in writing.

6. The undersigned hereby acknowledge that Seller has relied upon the acknowledgments, covenants and agreements of this Receipt, Acceptance and Waiver in inducing Seller to proceed to close the sale of the Condominium Unit, and that the execution and delivery hereof is an express condition precedent to such closing.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals at Miami, County of Dade, State of Florida, this _____ day of _____, 1979.

IN THE PRESENCE OF:

_____ (SEAL)

_____ (SEAL)

EXHIBIT I

ESCROW AGREEMENT

THIS AGREEMENT is made this 5th day of September, 1979, by and among CASSEL & CHOTINER ("Escrow Agent"), and KENDALLWOOD VILLAS, LTD., a California Limited Partnership ("Developer").

W I T N E S S E T H:

A. The Developer proposes to convert to Condominium a Condominium project known as KENDALLWOOD VILLAS, A CONDOMINIUM, in Dade County, Florida (the "Condominium").

B. The Developer intends to enter into contracts for the sale and purchase of Units in the Condominium, each of which is hereafter called the "Contract".

C. The Developer desires to make arrangements to escrow all or a portion of the deposits on each Contract in accordance with the provisions of the Florida Condominium Act (Section 718.202(1), Florida Statutes), if applicable, or otherwise at the discretion of the Developer.

D. The Escrow Agent has consented to hold all deposits it receives pursuant to the terms and provisions hereof.

NOW, THEREFORE, the Escrow Agent and the Developer agree as follows:

1. From time to time, the Developer will deliver checks, payable to or endorsed to the order of the Escrow Agent, which will represent designated portions (or all) of the required deposits on Contracts, together with a copy of each executed Contract, if required, and a "Notice of Deposit" (the "Notice") in the form attached hereto. Deposits made pursuant hereto, if made in accordance with the aforesaid Section 718.202(1), shall not exceed ten (10%) percent of the purchase price specified in each such Contract.

The Escrow Agent shall acknowledge receipt of such deposit when received upon the form of Notice attached hereto and deliver executed copies thereof to the Developer, and to the individual Unit purchaser upon request.

2. The Escrow Agent shall disburse the purchaser's deposit(s) escrowed hereunder and interest earned thereon (if any) in accordance with the following:

(a) To the purchaser within twenty (20) days after receipt of the Developer's written certification that the purchaser has properly terminated his contract.

(b) To the developer within five (5) days after the receipt of the Developer's written certification that the purchaser's Contract has been terminated by reason of said purchaser's default or failure to cure a default in performance of purchaser's obligations thereunder.

(c) If the deposit of a purchaser, together with interest earned thereon, if any, has not been previously disbursed in accordance with the provisions of 2(a) and 2(b) above, the same shall be disbursed to the Developer upon receipt from the Developer of a closing statement or other verification signed by the purchaser, or his attorney or authorized agent, reflecting

-1-

EXHIBIT J

that the transaction for the sale and purchase of the subject Condominium Unit has been closed and consummated; provided, however, that no disbursement shall be made, if prior to the disbursement the Escrow Agent receives from purchaser written notice of a dispute between the purchaser and the Developer, until such dispute is settled. Such dispute shall be deemed settled upon receipt of such executed closing statement or other verification, or upon receipt of other written evidence of such settlement.

(d) The Escrow Agent shall at any time make distribution of the purchaser's deposit and interest earned (if any) thereon upon written direction duly executed by the Developer and purchaser.

3. Escrow Agent is instructed by Developer to place all deposit funds into an interest-bearing savings account for the benefit of the Purchasers.

4. The Escrow Agent shall have a lien on all interest earned (if any) upon the escrowed funds held by it as security for the payment of reimbursement of all costs and expenses to which it is entitled hereunder.

5. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statements or assertion contained in any such 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. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposits and disbursing same in accordance herewith. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement. Upon the Escrow Agent disbursing the deposit(s) of a purchaser in accordance with the provisions hereof, the escrow account or accounts shall terminate as regards said purchaser's deposit(s), and the Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

6. The Escrow Agent may consult with counsel of their own choice and shall have full and complete authority, and shall be protected, with respect to any action taken or suffered by it hereunder in good faith and in accordance with the opinion of its counsel. Escrow Agent shall not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its misconduct or gross negligence, and the Developer agrees to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liabilities, damages and judgments, including the cost of defending any action against it, together with any reasonable attorney's fees incurred in connection therewith, with respect to the Escrow Agents' undertakings pursuant to the terms and conditions of this Escrow Agreement, unless such act or omission is a result of the misconduct or gross negligence of the Escrow Agent. Escrow Agent shall not be liable for loss or impairment of any escrowed funds in the course of collection or while on deposit with a bank, due to bank failure, insolvency or suspension.

7. In the event of a disagreement with respect to the interpretation of this Agreement, or with respect to the rights and obligations, or the propriety, of any action contemplated by

the Escrow Agent hereunder, Escrow Agent may, in its sole discretion, file an action in interpleader to resolve such disagreement. The Escrow Agent shall be indemnified by the Developer for all costs, including reasonable attorneys fees, in connection with any such interpleader action(s).

8. Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to the Developer of Escrow Agent's intent to so resign. If a successor escrow agent is not appointed within thirty (30) days after notice of such intended resignation, the resigning Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent and Escrow Agent herein shall be fully relieved of all liability under this Agreement to any and all parties upon the transfer of the appropriate escrow account or accounts to the successor Escrow Agent either designated by the Developer or appointed by the Court.

9. The Developer shall have the right to replace the Escrow Agent upon thirty (30) days' written notice with a successor escrow agent named by the Developer, or the Developer itself if permitted by law. Provided all sums then due such Escrow Agent shall have been paid, such Escrow Agent shall turn over to the successor agent all funds, documents, records and properties deposited with such Escrow Agent in connection herewith and shall have no further liability hereunder.

10. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement may be made a part, in its entirety, or any prospectus or offering circular (required by §718.504, Florida Statutes) distributed to purchasers or prospective purchasers of Units in the Condominium.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Signed in the presence of:

Barbara Stewart
James Stewart

CASSEL & CHOTINER

By: James Stewart

KENDALLWOOD VILLAS, LTD., a California Limited Partnership authorized to do business in the State of Florida; by KENDALLWOOD VILLAS ASSOCIATES, INC., General Partner

Robin Dwyer
Wendy S. Sussman

By: Therese Ladd

(Corporate Seal)

PROPOSED

M A N A G E M E N T C O N T R A C T

THIS AGREEMENT is made and entered into as of the _____ day of _____, 19____, by and between KENDALLWOOD VILLAS CONDOMINIUM, INC., a non-profit Florida corporation (the "Association"), and EVECO REALTY CORPORATION, a Florida corporation (the "Manager").

W I T N E S S E T H :

A. The Association is the entity responsible for the operation of KENDALLWOOD VILLAS, A CONDOMINIUM (the "Condominium"), to be established by the Declaration of Condominium therefor when recorded in the Public Records of Dade County, Florida, (the "Declaration").

B. The Association desires to retain the Manager, and the Manager desires to be so retained, to manage the Condominium.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received by each party from the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. EXCLUSIVE MANAGER. The Association hereby retains and appoints the Manager, and the Manager hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth, as exclusive Manager of the Condominium.

2. TERM. This Agreement shall commence on the date hereof and shall continue for a term ending one (1) year after the conveyance of title to the last Unit in the Condominium by the Developer, unless terminated sooner in accordance with the provisions hereinafter set forth.

3. MANAGER'S DUTIES. During the term hereof, the Manager shall perform the following services as, when and if needed, or as otherwise specified herein:

(a) Engage all persons (but no less than one, which person or persons may be engaged on a part-time basis) necessary to properly maintain and operate the Condominium, it being understood that all personnel so engaged shall be engaged by the Manager as agent for the Association, provided, however, no person shall be so engaged without the prior written approval of the Association. This service shall be performed monthly or as often as needed.

(b) Provide the day to day bookkeeping services necessary to pay the bills of the Association, the payroll of its employees and any other debts approved by the Association. This service shall include, but not be limited to, keeping all records of and performing all services in connection with the payment of bills, payrolls and such other items as may be provided for in the budget. This service shall be performed monthly or as often as needed.

-1-

EXHIBIT K

- (c) Collect, on behalf of the Association, all common expenses, charges, fees, assessments, rentals or other payments from Unit Owners and concessionaires, and other monies and debts which may become due the Association, and in the event of default in such payment, take all such legal or other action in the name of the Association as may be necessary or appropriate to enforce any rights which the Association may have as a result of such default. This service shall be performed at least quarterly but as often as needed.
- (d) Supervise the maintenance, repair and replacement of that portion of the Condominium Property for which the Association is responsible for maintaining, repairing and replacing, in accordance with the Declaration, and in accordance with maintenance standards established by the Association, including but not limited to, cleaning, painting, pool maintenance, lawn and shrubbery maintenance, and such other maintenance and repair as may be necessary. All such services shall be planned and made consistent with the approved Association budget or maintenance schedule. This service shall be performed monthly or as often as needed.
- (e) Take such action as may be necessary to cause the Association, Manager, Unit Owners and occupants of Units to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities having jurisdiction, and with the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association and applicable rules and regulations, in connection with the operation of the Condominium and performance of this Agreement. This service shall be performed monthly or as often as needed.
- (f) Purchase, on behalf of the Association, all tools, equipment, supplies and materials as may be necessary or desirable for the maintenance and upkeep of the Condominium. Such purchase shall be made in the name of the Association. Any such purchases shall be subject to the prior written consent of the Association unless provided for in the approved budget of the Association. This service shall be performed monthly or as often as needed.
- (g) Subject to the prior written consent of the Association, enter into contracts on behalf of the Association for electricity, gas, fuel, water treatment, telephone, window cleaning, rubbish removal, oil, vermin extermination, security, pool and lawn maintenance and other services that the Association shall require. This service shall be performed monthly or as often as needed.
- (h) Check all bills received by the Association for services, work and supplies ordered in connection with maintaining and operating the Condominium, and cause to be paid by the Association all such proper bills as and when the same shall become due and payable. This

service shall be performed monthly or as often as needed.

- (i) Prepare, review and analyze periodic financial statements with comparative budget figures, including a proposed annual operating budget (at least thirty days prior to the end of each fiscal year) and submit such statements and budget promptly to the Association. This service shall be performed at least quarterly, but as often as needed.
- (j) Maintain appropriate records of all insurance coverage carried by the Association. This service shall be performed monthly or as often as needed.
- (k) Accept applications and references from all prospective Unit purchasers and facilitate transfers and leases of Units. This shall not apply to any Units owned by the Developer or any Institutional First Mortgagee, as defined in the Declaration. This service shall be performed monthly or as often as needed.
- (l) Prepare and file the necessary forms for employment insurance, withholding and social security taxes and all other taxes and other forms relating to employment of the Association's employees and maintenance and operation of the Condominium required by federal, state or municipal authorities. This service shall be performed monthly or as often as needed.
- (m) Prepare and send all letters, reports and notices as may be reasonably requested by the Board of Directors of the Association, and attend all meetings of Directors and Unit Owners and papers and file minutes thereof. This service shall be performed monthly or as often as needed.
- (n) Cause all required insurance to be carried and maintained in full force and effect and make appropriate adjustments with the insurance companies and cause all of said insurance proceeds to be promptly paid when due. This service shall be performed monthly or as often as needed.
- (o) Deposit all funds collected from Unit Owners and others into a bank account established by the Manager as custodian for the Association so that said funds may be withdrawn therefrom to pay all expenses of operation and maintenance of the Condominium as contemplated herein. This service shall be performed monthly or as often as needed.
- (p) Generally, do all things deemed reasonably necessary or desirable by the Association to attend to the proper maintenance, operation and management of the Condominium Property as required by the Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, this Agreement and all other agreements, declarations, documents and instruments affecting the

Condominium Property or the Unit Owners. This service shall be performed monthly or as often as needed.

4. DEPOSITS. All funds collected by the Manager for the account of the Association shall be deposited in a bank, the deposits of which are insured by an agency of the United States. Such account will be styled so as to indicate the custodial nature thereof and the funds therein will not be commingled with other funds collected by the Manager as agents for others or otherwise. The Manager shall not be liable for any loss resulting from the insolvency of such depository.

5. AGENCY. All actions taken by the Manager with respect to management and maintenance under the provisions of this Agreement shall be taken as agent for the Association, and all obligations or expenses incurred in the performance of the Manager's duties and obligations shall be for the account, on behalf and at the expense of the Association. The Manager shall not be obligated to make any advances to or for the account of the Association or to pay any sum, except out of the funds held or provided for by the Association or by its members or occupants of Units, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association without assurance that the necessary funds for the discharge thereof will be provided. Since the Manager will be acting at all times for and on behalf of the Association, it is understood and agreed that the public liability insurance carried and maintained by the Association shall be extended to and shall cover the Manager, its agents and employees, as well as the Association, all at the expense of the Association. The Association agrees to indemnify and hold the Manager and its officers, employees and agents harmless from any and all liabilities for any injury, damage or accident to any member of the Association, a guest, lessee or invitee of any such member, or to any third person, and for any damage to property, arising out of or in the course of the performance of its duties hereunder.

6. COST REIMBURSEMENT. All of the foregoing management services provided to the Association shall be rendered on a basis of "actual cost" and the Association shall pay or reimburse the Manager for all costs which may be incurred by the Manager in providing services, materials and supplies to the Association, which shall include, but not be limited to, the cost of all employees of the Manager for the time spent directly upon their performance of matters required by the terms of this Agreement, except that the Manager shall not be entitled to reimbursement for salaries of officers of the Manager and general office overhead of the Manager, and said items are actually included within the fee hereinafter provided to be paid to the Manager.

7. MANAGER'S UNDERTAKING. The Manager, by the execution of this Agreement, assumes and undertakes to perform, carry out and administer all management, operational and maintenance responsibilities imposed upon the Association as set forth in the Declaration and as herein provided. Such assumption of obligations is limited, however, to operation, management and maintenance as agent, and does not require the Manager to pay any of the costs and expenses which are the obligation of the Association, except as specifically in this Agreement assumed by the Manager.

8. CANCELLATION. In the event that the Association defaults by failing to make the payments required to be made hereunder, or from the appropriate governmental authority, and after having failed to commence to resist or test such ordinance or statute by appropriate legal action, or for any other reason, then, after giving thirty (30) days' written notice of Manager's intent to cancel, unless the default is cured within such 30-day period, or, in the case of a default requiring more than 30 days

to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter, the Manager shall have the right, upon the giving of fifteen (15) days' additional written notice, to cancel this Agreement, and this Agreement will thereupon be cancelled, effective on a date (specified in such 15-day notice) not less than fifteen (15) days after the giving of such notice. This Agreement may also be cancelled in the manner provided in the Florida Condominium Act, Florida Statutes, Section 718.302.

9. COMPENSATION. In addition to all actual costs which the Association shall reimburse the Manager for its services above set forth, and as and for a fixed fee for each of the specified services to be performed hereunder, the Association hereby agrees to pay the Manager, for each such service, quarterly in advance, a sum of money calculated at the greater of: (a) ten (10%) percent of the aggregate annual operating budget (less computation of this management fee) of the Association, payable in equal quarterly installments during each year of this Agreement (which fee shall be recalculated on an annual basis and adjusted in accordance with any variation in the Association's budget during the course of each fiscal year; or (b) the sum of \$46.14 per annum payable in equal quarterly installments during each year of this Agreement for each 1 bedroom Unit and the sum of \$63.54 per annum payable in equal quarterly installments during each year of this Agreement for each 2 bedroom Unit, commencing as to such Unit from the first day of the quarter in which its Certificate of Occupancy is issued. Such fee shall be prorated on a daily basis for any partial fiscal year during the term hereof.

Anything to the contrary herein notwithstanding, even though the Manager is entitled to the above sum for each and every individual service it performs hereunder, the Manager shall not be entitled in the aggregate to any more than such sum regardless of the number of such individual services performed and the Manager shall be obligated to perform all of such services, it being understood, however, that the specific payment for each service to be performed hereunder (as provided herein) has only been so specified to satisfy the requirements of Section 718.3025, Florida Statutes. The Manager shall, therefore, not be entitled to raise any defense for lack of consideration in connection with the failure to perform any one or more of the services required to be performed by the Manager hereunder.

10. PAYMENT. All actual costs incurred by the Manager for the Association shall be paid quarterly on or before the first day of each quarter, or reimbursed to the Manager at such time or at the time incurred. Payment of fees and compensation to the Manager shall be due in advance, on the first day of each and every quarter during the term hereof.

11. DESIGNATION. The Association shall designate a single individual who shall be authorized to deal with the Manager on any matter relating to this Agreement. In the absence of any such designation, the President of the Association shall have this authority.

12. TERMINATION. Upon the effective date of any termination or cancellation, the Association shall not be obligated for any additional fees to the Manager, and the Manager shall turn over and make available to the Association all properties and funds of every kind and character in the possession of the Manager which relate to the Condominium or the performance of the Manager's duties hereunder.

13. NOTICES. All notices required hereunder shall be in writing and shall be effective when deposited in the United States with proper postage for ordinary mail prepaid, and addressed:

If to the Association: KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. 10555 S.W. 108th Avenue Miami, Florida.

If to the Manager: EVECO REALTY CORPORATION Suite H 7520 Red Road South Miami, Florida 33143

or to such other address as either party shall, from time to time, designate for itself, in writing, to the other party, provided that notice of a change of address shall not be effective until received.

14. INDEPENDENT CONTRACTOR. Unless specifically provided to the contrary herein, the Manager, its employees and agents, shall be deemed to be independent contractors and not employees of the Association. The Manager shall be free to contract for similar services to be performed for other entities while it is under contract with the Association.

15. EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. OFFICE SETUP. The Association shall pay for and furnish the Manager with an office, telephone service, desk, chairs, adequate file cabinets, stationery and office supply items; lighting, typewriter and other incidentals necessary for the proper conduct of the Manager's duties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witnesses:

ASSOCIATION:

KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

BY: _____ President

As to ASSOCIATION

(CORPORATE SEAL)

MANAGER:

EVECO REALTY CORPORATION

BY: _____ President

As to MANAGER

(CORPORATE SEAL)

CLERK NOTE: FOR CONDOMINIUM PLANS SEE OFFICIAL RECORDS CONDOMINIUM PLANS BK. 95 PAGE 1

RICHARD P. BRINKER, CLERK CIRCUIT & COUNTY COURT

BY Christine Osterfeld D.C.

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA RECORD VERIFIED

RICHARD P. BRINKER, CLERK CIRCUIT COURT