



RAYMOND A. PICCIN, ESQ.  
rpiccin@askthefirm.com

April 3, 2009

Via Overnight Delivery

***Sky Lake Villas, Inc., Phase 1***

Donald First, President  
Sky Lake Villas, Inc., Phase 1  
20461 Northeast 10th Place  
Miami, FL 33179

***RE: Sky Lake Villas, Inc., Phase 1  
MRTA Notice Package  
Reference No.:41224***

Dear Mr. First:

Congratulations! The Association reinstatement packaged has been successfully recorded in Official Records Book 26803 at Page 1165 of the Public Records of Miami-Dade County, Florida.

Attached, please find the original documents as recorded.

The final phase of the reinstatement process is for the Association to now mail out copies of this entire package to all lot owners advising them that the Declaration has been reinstated.

Please ensure that the original package is retained with the other official records of the Association.

Please contact me with any questions or concerns.

Sincerely,  
KATZMAN GARFINKEL

Raymond A. Piccin, Esq.  
Senior Associate

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**CERTIFICATE OF RECORDING  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SKY LAKE VILLAS - PHASE 1**

WE HEREBY CERTIFY THAT the attached Revived Declaration of Covenants and Restrictions For Sky Lake Villas - Phase 1, as submitted by the Organizing Committee duly organized under the provisions of Florida Statutes §720.405, were duly adopted and approved by the requisite number of affected parcel owners by written vote at a duly noticed meeting conducted in accordance with Florida Statutes §720.405(6), and that the attached Revived Declaration of Covenants and Restrictions For Sky Lake Villas - Phase 1 was submitted to the Florida Department of Community Affairs in a timely manner and in accordance with Florida Statutes §720.406, and that the Florida Department of Community Affairs has reviewed these attachments, and in response, has issued its written certification that the Revived Declaration of Covenants and Restrictions For Sky Lake Villas - Phase 1 complies with the requirements of Florida Statutes §720.406 thereby approving this proposal to preserve the residential community governed thereby.

NOW, THEREFORE, in accordance with Florida Statutes §720.407, the undersigned authority hereby certify that the attached certification as issued by the Florida Department of Community Affairs; Revived Declaration of Covenants and Restrictions For Sky Lake Villas - Phase 1; legal description of each parcel of property affected by the Revived Declaration of Covenants and Restrictions For Sky Lake Villas - Phase 1; the Articles of Incorporation of Sky Lake Villas, Inc. Phase 1, and; the Bylaws of Sky Lake Villas, Inc. Phase 1, are the a true and correct copy of same, respectively.

Hollywood, Broward

IN WITNESS WHEREOF, we have affixed our hands this 17 day of March, 2009, at ~~MIAMI, MIAMI-DADE~~ County, Florida.

WITNESSES:

Sign [Signature]  
Print Marvin T. Bornstein

SKY LAKE VILLAS, INC. PHASE 1

By: Donald First  
As its President

Donald First  
Print Name

Print [Signature]  
Sign Steven H. Smith

By: Marcy Bader  
As its Secretary

Marcy Bader  
Print name

STATE OF FLORIDA }  
BROWARD }  
COUNTY OF ~~MIAMI-DADE~~ }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and the aforesaid County to take acknowledgments, personally appeared before me the undersigned authority, Donald First, and Marcy Bader, President and Secretary respectively of the Sky Lake Villas, Inc. Phase 1, who are personally known to me, or who have produced a Florida Driver's License as identification, have acknowledged that they have freely and voluntarily executed this Certificate of Recording.

SWORN and SUBSCRIBED before me this 17th day of March, 2009.



By: [Signature]  
NOTARY PUBLIC - STATE OF FLORIDA  
My Commission Number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



RAYMOND A. PICCIN, ESQ.  
rpiccin@askthefirm.com

March 9, 2009

Via Overnight Delivery

***Sky Lake Villas, Inc., Phase 1***

Donald First, President  
Sky Lake Villas, Inc., Phase 1  
20461 Northeast 10th Place  
Miami, FL 33179

***RE: Sky Lake Villas, Inc., Phase 1  
MRTA  
Reference No.:41224***

Dear Mr. First:

Congratulations! The Florida Department of Community Affairs has certified that the Association's Revived Declaration of Covenants and Restrictions for Sky Lake Villas - Phase 1 complies with the requirements of Florida Statutes §720.406. The Department's Certification is attached for your review.

Allow me to explain the final step in the revitalization of the Association's governing Declaration.

First, The Association's President and Secretary must sign the following enclosed documents:

- 1) Revived Declaration of Covenants and Restrictions for Sky Lake Villas - Phase 1, and;
- 2) Certificate of Recording the Revived Declaration.

PLEASE NOTE, the President and Secretary must sign these documents in front of two (2) witnesses who must also sign both documents. Thereafter, the President and Secretary's signatures must be duly notarized by a licensed Notary Public.

Once the documents have been properly signed, please return the original documents to me so that I can record same in the Public Records. Once the enclosed documents

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1100 NW 15th Street, 2nd Floor, Fort Lauderdale, Florida 33311, T 954 380 7777, F 954 680 7787

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*Sky Lake Villas, Inc., Phase 1*

March 9, 2009

Page 2

are properly signed and recorded, the Association's Revived Declaration becomes official and enforceable.

Second, after the Documents have been recorded, I will return the documents to you which must be kept as an Official Record of the Association.

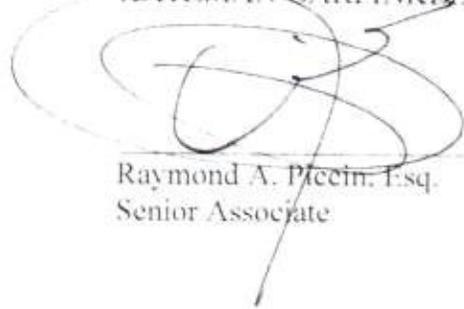
Finally, a copy of the Revived Declaration with the affixed recording information showing the Official Records Book and Page Number(s) must be mailed (or hand delivered) to each and every parcel owner.

Once copies of the recorded Revived Declaration are delivered to parcel owners, the process will be complete.

Please contact me with any questions or concerns.

Sincerely,

KATZMAN GARFINKEL

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke extending downwards from the bottom of the signature.

Raymond A. Picein, Esq.  
Senior Associate

PREPARED BY and RETURN TO:  
DONNA D. BERGER, Esq.  
KATZMAN GARFINKEL  
1501 N.W. 49th Street, Suite 202  
Fort Lauderdale, FL 33309

(Proposed)  
**REVIVED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR SKY LAKE VILLAS - PHASE 1**

THIS REVIVED DECLARATION is made and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by SKY LAKE VILLAS, INC., PHASE 1, on behalf of the record Owners of certain Lots located in the County of Miami-Dade, State of Florida, being more particularly described as:

Parcel 1- Tract B and Lots 1 through 21 inclusive and Lots 26 through 55 inclusive of Sky Lake Villas as recorded in Plat Book 104 at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida.

Parcel 2- Forty-two (42') feet common access and utility easement in Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104 at pages 87 of the Public Records of Miami-Dade County, Florida being more particularly described as:

A portion of Tract "A" as shown on the plat of SKY LAKE VILLAS as recorded in Plat Book 104 at Page 87 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

All of the 42.00 foot wide common access and utility easement as shown on the Southerly and Easterly sides of said Tract "A" together with the following two described parcels of land:

Parcel 1) Commence at the Southwest corner of said Tract "A", said point being on a circular curve and bearing North 75 degrees 18 minutes 42 seconds East from its radius point; thence Northwesterly along a circular curve to the left having a radius of 1185.92 feet and a central angle of 2 degrees 01 minutes 46 seconds for an arc distance of 42.01 feet to the Point of Beginning of the following described parcel of land; thence continue Northwesterly along a circular curve to the

left having a radius of 1185.92 feet and a central angle of 1 degree 08 minutes 33 seconds for an arc distance of 23.65 feet; to a point on the next described circular curve (said point bears South 72 degrees 08 minutes 23 seconds West from its radius point); thence Southeasterly, Easterly and Northeasterly along a circular curve to the left having a radius of 25.00 feet and a central angle of 86 degrees 49 minutes 41 seconds for an arc distance of 37.89 feet; thence South 75 degrees 18 minutes 42 seconds West along the Northerly line of said 42.00 foot wide easement for 23.89 feet to the Point of Beginning.

Parcel 2) Commence at the Northwesterly corner of said 42.00 foot wide easement; thence South 2 degrees 16 minutes 07 seconds West along the Westerly line of said 42.00 foot wide easement for 52.96 feet to a Point of Curvature, said point also being the Point of Beginning of the following described parcel of land; thence Southerly, Southwesterly and Westerly along a circular curve to the right having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 39.27 feet to a Point of Tangency; thence North 87 degrees 43 minutes 53 seconds West for 90.00 feet; thence South 2 degrees 16 minutes 07 seconds West for 60.67 feet; thence South 87 degrees 43 minutes 53 seconds East for 90.00 feet to a Point of Curvature; thence Easterly, Southeasterly and Southerly along a circular curve to the right having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 39.27 feet; thence North 2 degrees 16 minutes 07 seconds East along the Westerly side of said 42.00 foot wide easement for 110.67 feet to the Point of Beginning.

All lying and being in Miami-Dade County, Florida and containing 1.92 acres more or less.

WHEREAS, SKY LAKE DEVELOPMENT, INC., the original developer, heretofore recorded covenants, restrictions, reservations and servitudes on the foregoing described lands in Official Records Book 9440, at Page 118, of the Public Records of Miami-Dade County, Florida (hereinafter defined as "Previous Declaration").

WHEREAS, SKY LAKE VILLAS, INC., PHASE 1, (hereinafter referred to as the

"Association") was formed for the purpose of maintaining, repairing, and replacing the common property within the above-referenced Parcels, in addition to administering and enforcing the terms of the Previous Declaration.

WHEREAS, Association is and remains a valid and existing corporation not-for-profit conducting its affairs pursuant to the laws of the State of Florida.

WHEREAS, said covenants and restrictions have been extinguished as to some of the Lots by operation of the Florida Marketable Record Title Act, Florida Statutes Chapter 712, and no longer operate to bind certain Lots within the above-referenced Parcels.

WHEREAS, The Organizing Committee for SKY LAKE VILLAS, INC., PHASE 1, consisting of:

Donald First  
20461 NE 10<sup>th</sup> Place  
Miami, FL 33179  
(305) 653-6336

Barbara Kaplan  
19931 NE 10<sup>th</sup> Place Way  
Miami, FL 33179  
(305) 652-7417

Marcy Bader  
20431 NE 10<sup>th</sup> Place  
Miami, FL 33179  
(305) 652-0355

Leonard Mancini  
20301 NE 10<sup>th</sup> Place  
Miami, FL 33179  
(305) 652-4030

DRAFT

does hereby submit these covenants, restrictions, reservations and servitudes for revival pursuant to Section 720.403 et. seq., Florida Statutes, hereinafter defined as the "Revived Declaration".

WHEREAS, this Revived Declaration governs only the Lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Previous Declaration and all Amendments thereto, except as otherwise provided by Florida Statutes Section 720.402(3). This Revived Declaration does provide for an effective term of longer duration than the term of the Previous Declaration as permitted by Florida Statutes Section 720.402(3)(a).

WHEREAS, the voting interest of each parcel Owner under this Revived Declaration is the same as the voting interest under the Previous Declaration. The proportional assessment obligations of each parcel Owner under this Revived Declaration shall be the same as the proportional assessment obligations of each parcel Owner under the Previous Declaration.

NOW THEREFORE, the Revived Declaration hereinafter set out shall be applicable to all Lots in Parcel 1- Tract B and Lots 1 through 21 inclusive and Lots 26 through 55 inclusive of Sky

Lake Villas as recorded in Plat Book 104 at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, as well as, Parcel 2- Forty-two (42') feet common access and utility easement in Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104 at pages 87 of the Public Records of Miami-Dade County, Florida, and shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect unless and until an instrument signed by the Owners of a majority of the Lots shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes:

ARTICLE I  
DEFINITIONS

THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS  
DECLARATION SHALL HAVE THE FOLLOWING MEANINGS-

1. "Association" shall mean and refer to SKY LAKE VILLAS, INC., PHASE 1, the Florida corporation not for profit, its successors and assigns. Said Association being the entity responsible for the operation of this planned Unit development and exercises the functions herein provided.

2. "Owner", "Unit Owner" or "Lot Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within Parcel 1- Tract B and Lots 1 through 21 inclusive and Lots 26 through 55 inclusive of Sky Lake Villas as recorded in Plat Book 104 at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, including contract sellers, but excluding those having any such interest merely as security for the performance of an obligation.

3. "Properties" or "the Properties" shall mean and refer to all such existing properties described under Parcel 1- Tract B and Lots 1 through 21 inclusive and Lots 26 through 55 inclusive of Sky Lake Villas as recorded in Plat Book 104 at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, as well as, Forty-two feet (42') wide common access and utility easement, and additions thereto as are subject to this Declaration or any supplemental or amended Declaration under the appropriate provisions hereof.

4. "Common Properties" shall mean and refer to the areas of land shown on the recorded plat described in Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book

104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, which is intended to be dedicated to the common use and enjoyment of the Owners of the properties. The foregoing may also refer to any additions thereto.

5. "Easement Properties" shall mean and refer to the Forty-two feet (42') wide common access and utility easement. This common access and utility easement is for the installation and maintenance of public utilities and to provide a means for traffic and ingress and egress to and from Tract A and Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida. The foregoing term shall also mean any additions thereto.

6. "Lot" shall mean and refer to any plot of land shown upon Parcel 1- Tract B and Lots 1 through 21 inclusive and Lots 26 through 55 inclusive of Sky Lake Villas as recorded in Plat Book 104 at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida.

7. "Unit" or " Dwelling Unit" shall mean and refer to all or any portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a single family. Each Lot may only be improved with a single family, one story, detached house and other improvements as provided in this Declaration and said Unit and the Lot upon which it is situated may be owned in fee simple and may be occupied by residents other than the Owner thereof. The Lot and Unit thereon and improvements thereon shall only be used for residential purposes.

8. "Residential Areas" means the Lots upon which the Units may be located.

9. "Association Areas" shall mean Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, and any additions thereto. The Forty-two feet (42') wide common access and utility easement shall be included within the definitions of Association Areas unless the context otherwise requires.

10. "Developer" shall mean Sky Lake Development, Inc., a Florida corporation, its successors and assigns.

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

12. "Articles" shall mean the Articles of Incorporation of the Association.
13. "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Revived Declaration of Covenants and Restrictions For Sky Lake Villas - Phase 1.
14. "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the Owners thereof.
15. "Occupant" shall mean the person or persons other than the Unit Owner in possession of the Unit.
16. "Assessment" shall mean a share of the Association expenses required for the payment of the Association expenses which from time to time are assessed against the Lots and Lot Owners.
17. "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and any other income accruing to the Association over and above the amount of expenses of the Association.
18. "Parcel 1" shall mean Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida.
19. "Forty-two feet (42') wide common access and utility easement" or "forty-two feet (42') common access and utility easement" shall include Parcel 2- Forty-two (42') feet common access and utility easement in Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104 at pages 87 of the Public Records of Miami-Dade County, Florida more fully described as follows:
- A portion of Tract "A" as shown on the plat of SKY LAKE VILLAS as recorded in Plat Book 104 at Page 87 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:
- All of the 42.00 foot wide common access and utility easement as shown on the Southerly and Easterly sides of said Tract "A" together with the following two described parcels of land:
- Parcel 1) Commence at the Southwest corner of said Tract "A", said point

being on a circular curve and bearing North 75 degrees 18 minutes 42 seconds East from its radius point; thence Northwesterly along a circular curve to the left having a radius of 1185.92 feet and a central angle of 2 degrees 01 minutes 46 seconds for an arc distance of 42.01 feet to the Point of Beginning of the following described parcel of land; thence continue Northwesterly along a circular curve to the left having a radius of 1185.92 feet and a central angle of 1 degree 08 minutes 33 seconds for an arc distance of 23.65 feet; to a point on the next described circular curve (said point bears South 72 degrees 08 minutes 23 seconds West from its radius point); thence Southeasterly, Easterly and Northeasterly along a circular curve to the left having a radius of 25.00 feet and a central angle of 86 degrees 49 minutes 41 seconds for an arc distance of 37.89 feet; thence South 75 degrees 18 minutes 42 seconds West along the Northerly line of said 42.00 foot wide easement for 23.89 feet to the Point of Beginning.

Parcel 2) Commence at the Northwesterly corner of said 42.00 foot wide easement; thence South 2 degrees 16 minutes 07 seconds West along the Westerly line of said 42.00 foot wide easement for 52.96 feet to a Point of Curvature, said point also being the Point of Beginning of the following described parcel of land; thence Southerly, Southwesterly and Westerly along a circular curve to the right having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 39.27 feet to a Point of Tangency; thence North 87 degrees 43 minutes 53 seconds West for 90.00 feet; thence South 2 degrees 16 minutes 07 seconds West for 60.67 feet; thence South 87 degrees 43 minutes 53 seconds East for 90.00 feet to a Point of Curvature; thence Easterly, Southeasterly and Southerly along a circular curve to the right having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 39.27 feet; thence North 2 degrees 16 minutes 07 seconds East along the Westerly side of said 42.00 foot wide easement for 110.67 feet to the Point of Beginning.

All lying and being in Miami-Dade County, Florida and containing 1.92 acres more or less.

ARTICLE II-A  
RESIDENTIAL AREAS AND ASSOCIATION AREAS, COVENANTS  
AND RULES AND REGULATIONS

Revised  
Declaration of Covenants and Restrictions  
For Sky Lake Villas - Phase 1

1. LAND USE, BUILDING TYPE AND SIZE, Unit COST AND QUALITY. No Lot, Unit and improvements thereon shall be used for any purpose other than residential purposes. No Unit shall be permitted on any Lot for a cost of less than \$40,000.00 based upon cost levels prevailing as of the date of this Declaration. It is the intention and purpose of this Declaration to assure that all Units shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of this Declaration at the minimum cost stated herein for the minimum permitted size. The ground floor of the main structure, exclusive of the open porches, patios and garages, shall be not less than 1600 square feet. Units may only be one story type residential, single family, detached Units. The applicable restrictions as to Lots and Units as provided in Article I of this Declaration shall be deemed to be repeated and re-alleged herein.

2. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept in any Unit or on any Lot except such as are required for normal household use and same shall be kept within the Unit. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or on his Lot which will increase the rate of insurance as to other Lot Owners, as to the Lots and improvements thereon and as to the Association areas.

3. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

4. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except a sign of not more than 5 square feet advertising the property for sale or rent except, however, the Developer shall be entitled to place signs upon a Lot of any size as determined in the sole discretion of the Developer to advertise the property for sale, etc.

5. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

6. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

7. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Miami-Dade County.

All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary conditions.

8. WATER SUPPLY. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Miami-Dade County Public Health Department and Miami-Dade County Pollution Control Authority approval of such system as installed shall be obtained from such authority.

9. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Miami-Dade County Pollution Control Authority. Approval of such system as installed shall be obtained from such authority.

10. ASSOCIATION AREAS. There shall be no alteration, addition or improvement of the Association areas, nor shall any person use the Association areas or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and/or authorized in writing by the Association.

11. BUILDING, LANDSCAPING AND OTHER IMPROVEMENTS AND ZONING REGULATIONS. All buildings, Units, improvements and landscaping, where applicable, shall comply with the minimum standards and zoning laws of Miami-Dade County, Florida in force at the applicable time. The foregoing also applies to the location of all buildings, Units and improvements, including landscaping of any type and all of the foregoing shall be in conformance with the Master Plan filed with Miami-Dade County, Florida as prepared by Carson, Bennet and Wright A.I.A. and as same may be amended, provided, however, notwithstanding the foregoing before any Unit, building or improvements is constructed or landscaping installed, the written approval of the Association, through the Architectural Control committee must be first obtained. The foregoing also includes fences, walls and hedges. It is the intention of the Developer to empower the Association, through the Architectural Control committee, with the authority to control not only the initial Unit and improvements and landscaping to be constructed on any Lot but also to control any change or modification in landscaping or additions or modifications to the original Unit and improvements on any Lot. This provision shall be interpreted in its broadest sense, it being the intention of the Developer to permit a Lot Owner to make alterations and modifications within the original Unit without requiring consent or approval of the Association or to change and modify landscaping as to an area that is within the confines of the exterior to a Unit. The Association shall have the power to enact rules and regulations to more specifically define the provisions of this paragraph.

12. RIGHTS OF DEVELOPER. Notwithstanding any provisions in this Declaration to the contrary, including the provisions in this Article II-A, the Developer shall have the right, with

respect to the development of the property, to construct buildings and Units and other improvements on the Lots and the other property, and to landscape same, by the construction of buildings, Units and improvements of such type, nature, shape, heights, materials and location, including landscaping (which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like) as it determines in its sole discretion without obtaining the consent and approval of the Association and the Architectural Control Committee, provided, however, that same complies with the minimum applicable building standards and zoning laws of Miami-Dade County, Florida in force at that time and further provided, that same conforms with the Master Plan prepared by Carson, Bennet and Wright A.I.A. as filed with Miami-Dade County, Florida and as same may be modified by the Developer. The Association may enact rules and regulations governing the use and if permitted, the location and type of clothes lines upon a Lot as well as the erection and installation of any antenna or aerial upon a Lot.

13. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Association areas and governing and restricting the use and maintenance of the Lots and Units. Improvements and landscaping thereon, provided, however, the creation of such rules and regulations are furnished to each Unit prior to the time same become effective and provided that said rules and regulations are a reasonable exercise of the Association's powers and authority based upon the overall concepts and provision in this Declaration. The Association shall have the right to control and determine if a Unit Owner may store or leave boats, trailers, campers, recreational vehicles and other similar items on the Lot or, if applicable, the Associations areas and if authorized, under what conditions.

14. EASEMENTS. Easements for installation and maintenance of utilities and if applicable, drainage facilities, are reserved as shown in Plat Book 104 at Page 87 of the Public Records of Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Dade County, Florida.

15. EXTERIOR COLOR OF UNITS. The exterior color of all Units, including the roofs, shall remain the color initially designated and determined by the Developer upon the construction of the Unit, provided, however, said color may be changed by a Unit Owner with the written approval of the Association being first hand and obtained. The provisions of this paragraph as to color also include any and all improvements of any type and nature on a Lot.

## ARTICLE II-B PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat

Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, and the forty-two feet (42') common access and utility easement which shall be appurtenant to and shall pass with the title to ever Lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of any and all of Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, to any public agency, or utility for such purposes and subject to such conditions as may be agreed to by the members and applicable government authorities.

(b) The Developer, by virtue of the execution of this Declaration, hereby grants unto the Lot Owner and the occupants of any Lot, including Lot Owner's lessees, guests, invitees and servants, a vehicular and pedestrian easement over and across said forty-two foot (42') common access and utility easement for the purpose of obtaining ingress and egress to the Lots and Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida.

(c) Restrictions contained in the Plat recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, and the Forty-two feet (42') wide common access and utility easement.

2. Title to Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida. The Developer may retain the legal title to Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, until such time as it has completed improvements thereon and on the Lots in said plat or prior thereto as determined solely by the Developer. The Developer hereby covenants for itself, its successors and assigns that it shall convey Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, Tract B-1 of a Replat of a Portion of Sky Lake

Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, to the Association free and clear of all liens and encumbrances no later than January 1, 1982.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot shall be a member of the Association. There shall be one person, with respect to each Unit Ownership, who shall be entitled to vote at any meeting of the Unit Owners - such person shall be known (and is hereinafter referred to) as a Voting Member. If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a corporate Unit Owner, an officer or an employee thereof shall be the Voting Member. The designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Units and each Unit shall have no more and no less than one equal vote in the Association. If one individual owns two Units, he shall have two votes. The vote of a Unit is not divisible. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Transfer of Unit Ownership either voluntarily or by operation of law, shall terminate membership in the Association and said membership is to be vested in the transferee.

2. Notwithstanding the foregoing, until such time as the Developer completes the development of the improvements upon the Lots and Tract B of Sky Lake Villas according to the Plat thereof as recorded in Plat Book 104, at Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 of a Replat of a Portion of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 107 at Page 22 of the Public Records of Miami-Dade County, Florida, or sooner elects to transfer control to the aforementioned members of this Association or January 1, 1982, whichever shall first occur, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of control as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association.

3. Notwithstanding anything contained in this Declaration of Covenants and Restrictions, no amendment shall be made hereto which would impair the rights and priorities of an institutional mortgagee, without the prior written consent of all institutional mortgagees which may have a lien charged against a Lot.

### ARTICLE IV COVENANTS OF ASSOCIATION AS TO MAINTENANCE, TAXES AND OTHER MATTERS

Revised  
Declaration of Covenants and Restrictions  
For Sky Lake Villas - Phase 1

The Association shall govern, operate, control and manage the lots, Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida, and the Forty-two feet (42') wide common access and utility easement pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall assess each lot in Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida, on an equal basis, as is more particularly provided hereinafter for the expenses of the Association. The Association shall at all times maintain Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida, and the Forty-two feet (42') wide common access and utility easement and if applicable, pay the real property ad valorem taxes if said taxes are billed to the Association as differentiated from being billed to the lot owners and pay any governmental liens assessed against Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida, and billed to the Association as differentiated from the unit owners and obtain and pay the premium for public liability insurance as to Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida, and the Forty-two feet (42') wide common access and utility easement, which said insurance policy shall be in the name of the Association and for the benefit of the Association and its members and such other parties as the Association determines. The aforesaid insurance policy shall be in such amounts subject to such conditions and with such provisions as the officers or Board of Directors of the Association determines and said officers and Board of Directors may obtain such other type of insurance as they deem advisable. Areas to be maintained by the Association as provided herein shall be maintained in good condition and repair and the foregoing shall include the applicable landscaping upon Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public

Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida. The Association shall further have the obligation and responsibility for the hiring of certain personnel and for maintenance, repair and replacement of certain property which is a part of the planned residential community to which this Declaration applies as follows:

(a) Employs security guards to be located at the guardhouse which may be constructed on Tract C of the First Addition To Sky Lake Villas, according to the Plat thereof as recorded in Plat Book 107, at Page 4, of the Public Records of Miami-Dade County, Florida and the guardhouse which may be constructed on a portion of the Forty-two feet (42') wide common access and utility easement. The term "security guard" or "guard service" shall be deemed to mean persons employed as security guards or mechanical security devices, including security gates operated manually or by electronic or car device or a combination of both mechanical and persons employed as guards. The Association shall further be responsible for the maintenance and repair of said guardhouse(s) and/or mechanical security devices. The costs and expense of security guards, if any, shall be paid by said Association and others as follows: Each residential unit constructed upon the real property contained in the Plat entitled Sky Lake Villas, according to the Plat thereof, recorded in Plat Book 104, at Page 87, of the Public Records of Miami-Dade County, Florida, and the Plat entitled First Addition to Sky Lake Villas as recorded in the Public Records of Miami-Dade County, Florida, and any additional plats and replats of any portion of the real property contained in the heretofore described plats shall pay an equal share.

(b) Maintain, repair, and replace, where necessary the perimeter wall which may be located on a portion of Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A, inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida, which abuts, where applicable, Ives Dairy Road and/or N.E. 10th Avenue. The Association shall be responsible for the landscaping, if any, between the exterior of said perimeter wall and the right-of-way line of Ives Dairy Road and N. E. 10th Avenue.

(c) Located at the rear of Lots 21 through 25, inclusive, of Block 1 of the First Addition to Sky Lake Villas, according to the plat thereof, as recorded in Plat for the landscaping, if any, between the exterior of said perimeter wall and the right-of-way line of Ives Dairy Road and N.E. 10th Avenue. Villas, shall be responsible to maintain and repair that portion of said privacy wall facing his lot and the Association shall be responsible to maintain and repair that portion of said privacy wall facing Tract B and Lots 1 through 21, inclusive, and Lots 26 through 55, inclusive of Sky Lake Villas, according to the plat thereof as recorded in Plat Book 104, Page 87 of the Public Records of Miami-Dade County, Florida, and Tract B-1 and Lots 22-A, 23-A, 24-A and 25-A,

inclusive, of the Replat of a Portion of Sky Lake Villas according to the plat thereof as recorded in Plat Book 107, Page 22, of the Public Records of Miami-Dade County, Florida, as provided in this paragraph: however, it is the joint responsibility of the applicable lot owners, i.e., the lot owners of Lots 21 through 25, inclusive, of Block 1 of the First Addition to Sky Lake Villas, and the Association to jointly maintain, repair and if necessary, replace said wall. However, where the maintenance and repair is only required for one side of the wall then that shall be the responsibility of the lot owner of the applicable lot in the First Addition to Sky Villas, according to the Plat thereof, or the Association. The Association is hereby granted an easement over and across the abutting property, i.e., Lots 21 through 25, inclusive, of Block 1 of the First Addition to Sky Lake Villas, according to the Plat thereof, for the purpose of maintaining, repairing and replacing said privacy wall. The lot owner or owners of Lots 21 through 25, inclusive, of Block 1 of the First Addition to Sky Lake Villas, according to the Plat thereof are hereby granted an easement over and across Tract B for the purpose of maintaining, repairing and replacing said privacy wall.

(d) The Developer and Associations, i.e., Sky Lake Villas, Inc., Phase I and California Club Home Homeowners' Association, Inc. are hereby granted a perpetual easement on, over and across that portion of Lot 6 and 7 in Block 1 of First Addition to Sky Lake Villas, and designated as a sign easement area on Exhibit C attached to the Declaration of Covenants and Restrictions for California Club Homes as recorded in Official Records Book 9756, at Page 130 of the Public Records of Dade County, Florida. The Developer, at its cost and expense, may construct a permanent sign in said sign easement area. Said sign shall be of such size, material and design and contain such words as the Developer determines in its sole discretion and nothing may be changed in relation to said sign after it is constructed by the Developer without the Developer's prior written consent. The Associations above described shall maintain, repair and replace said sign, including the landscaping in said sign easement area. The cost and expense of the foregoing as to said sign easement area and the improvements thereon, including electricity, insurance and taxes as to said sign, shall be paid by said Associations and others as follows: Each residential unit constructed upon the real property contained in the Plat entitled Sky Lake Villas, according to the Plat thereof, recorded in Plat Book 104, at Page 87, of the Public Records of Miami-Dade County, Florida, and the Plat entitled First Addition to Sky Lake Villas, according to the Plat thereof, recorded in Plat Book 107, at Page 4, of the Public Records of Miami-Dade County, Florida and any additional plats and replats of any portion of the real property contained in two afore described plats shall pay an equal share.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by each lot owner on an equal basis as hereinafter provided. It shall be the duty and responsibility of the Association and said expenses are to be paid by each lot owner on an equal basis as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of

Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association. Regular assessments shall be payable in advance on a monthly, quarterly, semi-annual or annual basis or otherwise as determined by the Board of Directors.

Where costs and expenses are to be decided upon jointly by the Board of Directors of California Club Homes Homeowners' Association and the Board of Directors of Sky Lake Villas, Inc., Phase I and said Associations through their Boards of Directors cannot agree as to costs and expenses to be shared by both Associations, then in that event occurring, the presidents of each Association shall each appoint an arbitrator from a list of arbitrators who are members of the American Arbitration Association and said arbitrators shall appoint a third. The arbitrators shall then decide the controversy by arbitration in accordance with the rules of the American Arbitration Association, and the decision rendered by the arbitrators may be entered in any court having jurisdiction thereof. The costs and expense of arbitration shall be borne equally by the Associations.

#### ARTICLE V MAINTENANCE OF LOTS AND IMPROVEMENTS THEREON AND LANDSCAPING THEREON

In the event an Owner of any Lot shall fail to maintain the Lot, Unit or improvements thereon and the landscaping, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, Unit and any other improvements hereon and landscaping thereon. The cost of same shall be added to and become part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

#### ARTICLE VI COVENANTS FOR MAINTENANCE AND OTHER ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it, and each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made. Each such assessment, together with interest, costs,

and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be for the purposes defined and set forth in Article IV herein and such other purposes as the Board of Directors of the Association determines.

3. Annual Assessments. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. The expenses of the Association are those expenses as set forth in Article IV hereof and such other expense as are determined by the Board of Directors. The annual assessment for regular expenses shall be determined by the Board of Directors based upon an estimated annual budget, which shall be prepared thirty (30) days prior to the fiscal year. The Association shall be on a fiscal year basis beginning on the first day of the month following the date this Declaration is recorded in the Public Records of Miami-Dade County, Florida. Assessments shall be payable monthly, bi-monthly or quarterly in advance as determined by the Board of Directors and shall be due on the first day of the applicable month in advance, unless otherwise ordered by the Board of Directors. Expenses shall be shared by all of the Lots in the plat described in Exhibit A annexed hereto on an equal basis. Each Lot shall commence sharing its share of the Association expenses commencing with the first day of the month after the date of the deed of conveyance as to said Lot from the Developer to the first grantee thereof. The Developer, by its execution of this Declaration, hereby guaranties that the regular annual assessments for each Lot for the first three (3) years shall be in the maximum amount of the assessment per Lot as determined by the Board of Directors for the first year except for costs and expenses for security guards as defined in Article IV(a). During the period of said guaranty, the Developer shall pay the amount of expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots and during said period, the Developer shall not be required to pay any specific sum for its share of expenses as to any Lots owned by it, provided, however, said Developer shall pay the deficit during said period. Notwithstanding the Developer's guaranty, the Developer shall have the right, in its sole discretion, to pay the scheduled ie regular amount of assessments for each Lot owned by it and if there is a deficit, said deficit shall be shared and paid equally by all Lots. This guaranty shall terminate upon the election of a majority of the Board of Directors of the Association by the Lot Owners. During the period of said guaranty, each Lot not owned by the Developer, shall pay the annual regular assessment in the amount determined by the Board of Director for the first year as herein provided, unless the Developer decides, in its sole discretion, to cancel said guaranty by giving written notice thereof to each voting member of the Association. The Developer may cancel the guaranty after the guaranteed assessment period, provided that said cancellation is effectuated within six (6) months thereafter.

4. Special Assessments. In addition to the annual assessments authorized by section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that or

the previous years, for the purpose of eliminating a deficit and for such other purposes as are determined by the Board of Directors. This section relates to special assessments as opposed to regular annual assessments. Special assessments shall be shared equally by each Lot and it shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure and details for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Association.

5. Duties of the Board of Directors. The duties of the Board of Directors of the Association is to fix and determine the regular annual assessments and special assessments of the Association and those duties as are specifically provided for in this Declaration and in the Association's By-Laws and Articles of Incorporation.

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

6. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Lot Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Lot Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed.

7. Subordination of the Lien to Mortgagee. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefore, however, the sale or transfer of such a Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior

to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

## ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

Review by Committee. Nothing is to be constructed or installed or changed or modified, altered or added to, on a Lot, without first obtaining the written approval of the Architectural Control Committee. The details of the foregoing, including the power and authority and procedure as to the Architectural Control Committee are set forth in Article II-A, Section 11. The said Architectural Control Committee shall require plans and specifications showing the nature, kind, shape, height, materials and locations of what the Lot Owner proposed to do, and same shall have been submitted to and approved in writing by the Architectural Control committee before construction or installation, etc., is commenced. In the event the Architectural Control committee fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin has been commenced prior to the completion thereon, approval will not be required and this Article, and Article II-A, Section 11, will be deemed to have been fully complied with. The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board or in the Board's sole discretion, the Board of Directors may act as said committee. The rights of the Developer, as provided in Article II-A, paragraph 12, are paramount to the terms and provisions of this Article VII.

## ARTICLE VIII GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Unit Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Lot Owners of sixty (60%) per cent of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) per cent of the Lot Owners. Any amendment must be recorded in the Public Records of Miami-Dade County, Florida. The term land as used in this section 1 shall also mean the Lots in the plat described in Exhibit A annexed hereto. Notwithstanding the foregoing, any amendment affecting the Association's duties as specified in Article IV and Article VI, paragraph 2 of the Declaration, must be approved by the County Attorney of Metropolitan Miami-Dade County, Florida. Notwithstanding the foregoing provisions of this paragraph 1, this Declaration may only be amended by the written consent of the Developer until January 1, 1982 unless said requirement is terminated in writing by the Developer prior to thereto.

2. Notices. Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Lot Owner on the records of the Association at the time of such mailing. The term Lot Owner as used herein shall also mean Association member.

3. Enforcement. The Association, or any Lot Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation of the covenant(s) or restriction(s) or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or enforce any lien created by these covenants and restrictions the prevailing party in said litigation shall be entitled to recover court costs and a reasonable attorneys' fee, including court costs and reasonable attorneys' fees in any appellate proceeding.

4. Annexation. Additional property may be annexed or added to the property described in Exhibit A annexed hereto and made subject to this Declaration or any supplement or amended Declaration with the consent of sixty (60%) per cent of the Lot Owners of the Lots subject to the provisions of this Declaration or any amended Declaration or supplemental Declaration applicable thereto. Notwithstanding the foregoing, the Developer may supplement or amend this Declaration for the purpose of annexing or adding additional property as provided in this section 4 until January 1, 1982 by recording an amended or supplemental Declaration executed solely by the Developer in the Public Records of Miami-Dade County, Florida. All supplemental or amended Declaration(s) shall be recorded in the Public Records of Miami-Dade County, Florida.

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

6. Additional Definition. The term "section" and "paragraph" where used in this Declaration and the Association's By-Laws and Articles of Incorporation are synonymous.

7. EXHIBITS. In accordance with Florida Statutes Section 720.403(2), each Parcel that is subject to this Revived Declaration is described by the folio number, street address, legal description, and name of the record owner(s) of each Parcel as of the date of this Revived Declaration as reflected in Exhibit "A" attached hereto and made a part hereof. The Articles of Incorporation for the Association are contained in Exhibit "B" attached hereto and made a part hereof. The Bylaws and Regulations of the Association, which have been consolidated to include all amendments thereto, are contained in Exhibit "C" attached hereto and made a part hereof. The Plat and graphic description of the real property subject to this Revived Declaration is contained in Exhibit "D" attached hereto and made a part hereof. The original Declaration including amendments



**EXHIBIT A**  
**to the**  
**Revived Declaration of Covenants and Restrictions for**  
**Sky Lake Villas - Phase 1**  
**PARCEL DESCRIPTION**