

RULES AND REGULATIONS

These Rules and Regulations (“Rules and Regulations”) were established to provide a measure of harmony and order within the community governed by Oasis Park Square at Doral Homeowners Association, Inc. (the “Association”), Oasis Park Square at Doral (the “Community”). The Rules and Regulations are not to restrict your enjoyment but to enhance it. These Rules and Regulations apply to all Community owners, lessees, guests and contractors. The Rules and Regulations are set forth below in two sections: General Rules and Architectural Standards and Criteria.

GENERAL RULES

1. The sidewalks, entrances, passages, roads, and other entry/exit access points of the Community which are Common Areas (as defined in the Association’s Declaration of Easements, Restrictions and Covenants (the “Declaration”)) shall not be obstructed or used for any other purpose other than entry and exit to and from the Community. No objects, including but not limited to, carts, bicycles, carriages, garbage bags, shall be placed or stored in the Common Areas.
2. No material alteration, addition or modification to a Home (as defined in the Association’s Declaration) or Lot (as defined in the Association’s Declaration), or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the Association’s Board of Directors or Architectural Control Committee, if any.
3. Garage doors may not remain open all day. Garage doors may remain open if the Owner (as defined in the Declaration) or resident is actively performing work inside the garage, cleaning the garage, doing any other type of work and/or in the process of parking a vehicle.
4. For parties or other events held at a Home, the Association’s Property Manager must be notified a minimum of forty-eight (48) hours in advance. The Owner must provide hours/duration of the event and a guest list for distribution to the guards at the entrance.
5. Garbage and recycling containers **must be concealed at all times** and may only be placed outside after 6 p.m. the night before collection and must be stored out of sight by 6 p.m. the day of collection. The garbage and recycling schedule may be requested from the Association’s Property Manager.
6. No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Home or Common Areas, except signs used or approved by the Association as set forth in the Declaration. No signs, posters, display, bill board, notice, or other lettering or advertising of any kind shall be displayed, inscribed, painted nor affixed to the public view on the Home or Common Areas. No sign of any kind shall be permitted to be placed

on the outside walls of a Home or on any fences surrounding a Home or the Common Areas, nor on entryways of a Home, or on any vehicles within the Community.

7. No structure of a temporary nature (including without limitation, trailers, tents, shacks, or mobile offices) shall be permitted in the Common Areas or in a Lot.
8. Basketball hoops must be kept within the Home's driveway by the garage door and not by the side of the road when in use. Basketball hoops must be put away each night (i.e. they cannot be left out overnight). Arrangements must be made to properly store any basketball hoop out of sight when not in use. No permanent basketball hoops/poles are permitted.
9. Pets are not permitted to roam the Community freely and shall be leashed at all times when they are not in a fully enclosed patio/backyard. Each owner shall be allowed to keep household pets in his or her Home and within fenced rear yards. No pets shall be permitted outside of its Home or fenced rear yard unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or be taken on, or about any recreational facilities contained within the Common Areas. Owners shall clean up the solid waste of their pets and dispose of it properly. Pets cannot be left chained outside the Home. No pets are to be fenced within electrical fencing without an aluminum fence installed. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in the Community, provided, however, that commonly recognized household pets (such as cats and dogs) may be kept on the condition that such animals are not kept bred or maintained for any commercial purpose, including but not limited to, breeding and boarding. Pit Bulls, Dobermans, Rottweilers and other similar breeds of dogs shall not be permitted.
10. Deliveries, move-in/move-out, and vendor hours are from 8:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturdays. No work or moving is permitted on Sundays or Federal Holidays, and no moving, vendor, delivery vehicles and/or commercial vehicles are permitted to enter the Community on Sundays or Holidays. Non-commercial deliveries such as party rentals, food and flower delivers are excluded from the restrictions set forth in this paragraph.
11. Open houses shall only be permitted on Saturdays and Sundays.
12. Hurricane shutters can be implemented upon a "tropical storm/hurricane warning" being issued by the National Hurricane Center and **must be taken down no later than fifteen (15) days after warning/watch is lifted.**
13. Soliciting is not permitted anywhere within the Community.
14. The speed limit of five (5) MPH must be observed at all times.
15. Vehicles may not be parked across sidewalks, on grass, or on the swale within the Community. If

an owner's garage and driveway are filled to parking capacity (up to two vehicles), the owner may parallel park directly in front of his or her Home. Street and/or parallel parking is not permitted in front of a neighbor's home or in front of any fire hydrants or mailboxes. Illegally parked vehicle(s) are subject to towing at the owner's expense.

16. No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Community, except inside the garage of a Home.
17. Holiday lights and/or decorations may be installed no earlier than the first week of November and must be removed by no later than January 31st. Any decorations for holidays that are outside of those dates may be installed no earlier than one (1) week prior to any such holiday and must be removed no later than one (1) week after the holiday.
18. Owners are responsible for maintaining the backyard lawn and landscaping of his or her Home, including but not limited to mowing, cleaning the overheads, edging, trimming, weeding, fertilization and watering of all plant materials.
19. All guests, contractors, movers, deliveries, and realtors must check in at the guardhouse.
20. No garage sales, yard sales, estate sales, auctions, or similar events are permitted to be held within the Community.
21. Any person entering the Community must wait until the entrance gate to the Community (the "Gate") is fully opened prior to entering the Community. In the event any such person does not wait for the Gate to be fully opened prior to entering the Community and any damages arise in connection with such entrance to the Community (including but not limited to, damages to a car and/or injury to an individual), then, in addition to any rights of the Association under the Association's governing documents and at law, (a) any such person shall indemnify and hold the Association harmless in connection with same, and (b) any such person (or the Owner if such person is a guest, contractor, licensee, and/or invitee) shall be liable for any damage caused to the Association's property.
22. Dogs shall not be permitted outside of an Owner's Lot unless attended by an adult and on a leash not more than six (6) feet long, and such dogs shall be in full control of such adult at all times. Owners shall be required to curb their dogs, meaning, that dogs shall be taken to the curb to urinate or defecate, and dogs are not permitted to urinate or defecate on lawns and/or sidewalks. Owners are required to clean up after their dogs defecate.

POOL RULES

1. For reservation of the pool area, the Association's Property Manager must be notified a minimum of two (2) weeks in advance, and the Owner must be in good standing with the Association, not owe any past due assessments, and not be in violation of any of the Association's covenants and restrictions.
2. Cooking and/or barbequing are prohibited in the pool area.
3. Pool hours are from sunrise to sunset.
4. No radios, tape decks or CD players are allowed without earphones.
5. Smoking is not permitted in the pool area.
6. Lounges or chairs are not to be removed from the pool area.
7. Running, horseplay, climbing, ball or Frisbee playing or other noisy activities are not permitted in or near pool area. Parents are responsible for the behavior of their children.
8. Pets are not permitted in pool area, even if carried.

ARCHITECTURAL STANDARDS AND CRITERIA

1) AIR CONDITIONERS

- a) Window and/or wall air conditioners are not permitted.
- b) All central A/C equipment shall be shielded and hidden so as not to be visible from any street or adjacent property. Shielding may be landscaping and/or fencing and shall be maintained by the owner of the Home.

2) AWNINGS

- a) Awnings shall be permitted on rear elevations only and must be attached to the Home; meaning legs or posts are prohibited. Awnings are to protect doors and windows only.
- b) Awnings shall be sloped roof type on pipe frames only; meaning walls are prohibited.
- c) Awning material must be canvas or cloth material. No metal or plastic is permitted. A sample of the desired material must be submitted to the Association for approval in advance.
- d) Only solid colors are permitted. A sample of the desired material must be submitted to the Association for approval in advance.
- e) Architectural applications are required to be submitted to the Association for approval in advance.
- f) Awnings must be maintained in good condition.

3) BAHAMA SHUTTERS, CANOPIES, CARPORTS

- a) Bahama shutters, canopies and carports are not permitted.
- b) Wood, metal and canvas carport/driveway structures are not permitted.

4) DECORATIVE OBJECTS (STATUES, FOUNTAINS, BIRDBATHS, ETC.)

- a) Decorative objects, such as sculptures, birdbaths, fountains and the like, shall not be placed or installed on the front elevation/front/side yard of a Home without obtaining prior approval of the Association. Any such application must include a survey and picture of object to be installed.
- b) The Association reserves the right to limit the amount and/or size of decorative objects that are permitted in an Owner's Lot.

5) DRIVEWAYS/WALKWAYS

- a) Surfaces must be consistent with original approved materials and colors.
- b) Walkways from the driveway to the front door of the Home, front and rear patios and porches may be considered for resurfacing (tile, pavers, etc.). Application must be made to the Association before approval is given. A survey and color photo or sample of the desired resurfacing material must be submitted with the application. Approval must be obtained prior to installation.
- c) Driveways must be kept clean and free of dirt, algae, rust stains, oil stains, mildew, weeds, etc.

6) EXTERIOR LIGHTING

- a) All proposed exterior lighting should be detailed on the plans. No exterior lighting shall be permitted which in the opinion of the Association would create a nuisance to the adjoining property owners.
- b) Vapor/M.H./high Intensity type security lights are not permitted.
- c) Any lighting that creates a nuisance to any other property owner(s) shall be adjusted or removed.
- d) All post lights shall be as per original plans or must be submitted to the Association for review and approval.
- e) Exterior lamps and bulbs shall be white or clear only; no other colors are permitted.

7) FLAGPOLES

- a) A freestanding flagpole no more than twenty (20) feet high may be erected on any portion of a Lot, as long as such flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. An Owner may display in a respectful manner from such flagpole, one official United States flag, not larger than four and a half (4 ½) feet by six (6) feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria as determined by the Association.
- b) A free standing flagpole for display of the American Flag only shall be permitted, and shall be subject to Association approval of placement, design and height.
- c) No flagpole shall be used as an antenna.
- d) Flagpole design must be in accordance with the Miami-Dade County Building Department requirements for wind resistance and must be permitted.

8) FENCING

- a) Fencing of the front yard area is not permitted.
- b) Chain link fences are not permitted.
- c) Fencing shall be four (4) foot white picket aluminum fences.
- d) Gates and gate styles compatible with the architectural style of the Home and surrounding houses will be reviewed by the Association and subject to specific Association approval so as to conform to the aesthetics of the surrounding area.
- e) All fences and gates need Association approval.
- f) All fences and gates require a Building Department permit.
- g) Gates shall remain closed when not in use.
- h) Fences/gates must be maintained at all times in good repair.
- i) All fences shall be set back at least ten feet (10') from the front corner of the Home where such fence is being installed.
- j) No prefabricated concrete walls will be acceptable.

9) GUTTERS AND DOWNSPOUTS

- a) Gutters shall be a seamless type.

- b) Strapping, hangers, etc. shall not be visible.
- c) Gutters shall conform to fascia lines.
- d) Gutters are to be painted to match the approved fascia color. Downspouts shall be painted to match the surface to which they are attached.
- e) If a gutter is a structural type with a screen enclosure attached to it, it shall be bronze to match enclosure with downspouts to match enclosure if downspouts are attached thereto.

10) HOUSE NUMBERS, POST LIGHTS, FRONT DOOR LIGHTS

- a) All Home address numbers, post light fixtures, and front door lights were designed by the original developer, and all owners shall maintain these features as originally designed. If an owner desires a change, it must be submitted via an Association application for consideration and approval.
- b) Post lights shall be kept free of vines and other foliage growth.

11) LANDSCAPING CRITERIA

- a) Any new landscape work or changes to existing shall be submitted to the Association for approval and must meet Miami-Dade County Traditional Neighborhood Development guidelines. Landscaping work done without Association approval is subject to being denied or modified in part or total.
- b) An application for approval shall include a land survey, photographs, a landscape plan to scale, a list of plant material, samples of landscape features being used. Unclear, hastily prepared drawings will not be reviewed and the Association will request that a new application be submitted.
- c) All hedges or group of shrubs located from the front corner of the Home toward the street shall be kept and maintained at a height not to exceed thirty-six (36) inches.
- d) Owner is responsible for replacement of any trees and/or plants in the front and backyard of the Home. Owner is responsible to remove any dead or hanging palm fronds, replace areas of dead or missing sod on lawn or swale, ensure irrigation system is working properly and grass is maintained in a healthy condition, and trim and maintain the hedges on all sides not to exceed six (6) feet tall in the backyard, three feet in front yard and thirty (30) inches in the rear of waterfront lots.
- e) Shrub beds shall receive a layer of mulch/chips; bare ground is not acceptable.
- f) Concrete traffic buttons and pyramids are not allowed.
- g) Landscape borders must be approved by the Association.
- h) All shrubs and trees must be maintained within the Lot and shall not be permitted to encroach into any neighbor's Lot or airspace or the Common Areas.
- i) Only pebble rocks or small black slate rocks are allowed as landscaping décor.

12) MOVE IN PODS/TRAILERS/ CONSTRUCTION BINS

- a) All trailers, pods, construction bins, and trash containers for move-ins and/or move-outs are allowed only with prior permission from the Property Manager and must be placed within the driveway.

13) PAINTING

- a) Homes may be repainted in the color schemes as provided in Exhibit "A" attached hereto and expressly incorporated herein.
- b) All paint must be maintained free of dirt, algae, mildew, rust, etc.
- c) Paint must be maintained in good repair/condition.

14) PLAY EQUIPMENT (SWINGS, TRAMPOLINES, ETC.)

- a) No swing sets, gym, sand box, nor any other fixed or portable game or play structure, including without limitation, portable goals, platform, dog house, play house or structure of a similar kind shall be constructed on any part of a lot located within the sight of the street or other Common Areas.
- b) Play equipment shall be placed to the rear of the Home and no closer than ten (10) feet from any adjoining property line.
- c) Any play equipment must be screened by a fenced yard or hedge yard. Hedges are to maximum height permitted by Association depending on the location on the Lot.
- d) Application must be made to the Association before approval is given to install any play structure. Survey required.

15) POOLS AND DECKS

- a) Above ground swimming pools are not permitted.
- b) Swimming pools shall not be permitted on the street side of any Lot.
- c) Pools, pool screening and decks must be within setback restrictions.
- d) Pool pump equipment, heating equipment, etc. shall be shielded and hidden so that they shall not be visible from any street or other Common Areas or adjacent property.
- e) The discharge of pool water onto any other property, including but not limited to, another Owner's Lot, Common Areas, or easement (other than the Owner's easement) shall not be permitted.
- f) "Pool company" signs are not allowed in the yard, on fences or on the Home prior to, during, or after construction.

16) ROOFS

- a) All roofs, including the replacement of all or any part of a roof, must be approved by the Association. Asphalt roofs are not permitted.
- b) Roofs must be maintained in good repair.
- c) Roofs shall be maintained clean and free of dirt, mildew, algae, etc.

17) SATELLITE DISHES AND ANTENNAS

- a) Application must be made to the Association before approval is given to install a satellite dish.
- b) Satellite dishes cannot exceed forty (40) inches in diameter and must be approved by the Association prior to the installation of the satellite dish.
- c) A satellite dish must be installed on the rear or side walls of the property or in the rear yard such that it cannot be seen from the street or other Common Areas.
- d) Antennas are not permitted.

18) STORM SHUTTERS

- a) Hurricane shutters are not to be used as window coverings or as a security device except when a Hurricane Watch or Warning has been issued by the National Hurricane Center.
- b) Architectural applications and approval by the Association is required.
- c) Accordion shutters are permitted with Association approval but must be ivory or light beige in color.

19) TOOL/EQUIPMENT SHEDS

- a) All storage sheds must receive prior written approval of the Association and shall be within a fenced area and below the fence level in height.
- b) Sheds must not be visible from the street or other Common Areas or adjoining properties.
- c) All sheds must meet county code requirements and guidelines.

20) WINDOWS, WINDOW FILMS & TREATMENTS

- a) Windows shall match those originally provided by the developer. Window tinting shall not be reflective or mirror finish, and any tinting requires a sample of film attached to an application submitted to the Association for approval.
- b) No aluminum foil coverings are permitted.
- c) Window treatments shall consist of window shadings, louvers, blinds, curtains, drapes, verticals or shutter blinds in neutral or wood colors.
- d) No sheets, cardboard or towels are permitted.
- e) Windows should be kept free of debris as to not create an eyesore from the street or other Common Areas or adjoining homes.

21) MISCELLANEOUS ITEMS

- a) Tennis courts, racket ball courts, and handball courts are not permitted.
- b) Skateboard ramps are not permitted.
- c) Iron bars on windows and doors on the exterior are not permitted.
- d) Structural or on screen enclosures are not permitted.
- e) Aluminum roofs are not permitted.
- f) Batting cages are not permitted.
- g) Tether ball post on the street or front yard are not permitted.
- h) All-terrain vehicles are not permitted.
- i) Go-carts are not permitted.
- j) Other items that may be deemed to be offensive or not appropriate by the Association or Management are not permitted.
- k) Exterior furniture in the front of the Home, unless specifically approved by the Association.
- l) Personal belongings (including but not limited to, shoes, clothes, and sheets) are not to be left outside of the Home, including but not limited to, the front door or balconies, except for umbrellas when it is raining.
- m) Guard house will only receive small packages; provided, however, that the guard and/or the Association shall not be responsible in any manner for such packages, and same must be picked up by the owner no later than the day such package was received. All large packages must be delivered to the owner's home. [NOTE: Need to come up with a definition of what is a "small" and "large" package]

EXHIBIT "A"

COLOR SCHEMES

- SHERWIN WILLIAMS
 - EXTERIOR LATEX FLAT – DURACRAFT W7005
 - INTERIOR LATEX FLAT – PROPERTY SOLUTION WHITE
 - INTERIOR BASEBOARD LATEX SEMI-GLOSS – MASTER HIDE WHITE

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR OASIS PARK SQUARE AT DORAL

TABLE OF CONTENTS

1. Recitals..... 1

2. Definitions..... 1

3. Plan of Development..... 4

4. Amendment..... 4

 4.1 General Restrictions on Amendments 4

 4.2 Amendments Prior to the Turnover Date..... 5

 4.3 Amendments From and After the Turnover Date 5

 4.4 Special Amendments 5

5. Annexation and Withdrawal 5

 5.1 Annexation by Declarant 5

 5.2 Annexation by Association..... 6

 5.3 Withdrawal..... 6

6. Dissolution 6

 6.1 Generally..... 6

 6.2 Applicability of Declaration after Dissolution..... 6

7. Binding Effect and Membership..... 6

 7.1 Term..... 6

 7.2 Transfer 7

 7.3 Membership 7

 7.4 Ownership by Entity 7

 7.5 Voting Interests..... 7

 7.6 Document Recordation by Owners Prohibited 7

 7.7 Conflicts..... 7

8. Paramount Right of Declarant 7

9. Operation of Common Areas..... 8

 9.1 Prior to Conveyance..... 8

 9.2 Construction of Common Areas Facilities..... 8

 9.3 Use of Common Areas by Declarant 8

 9.4 Conveyance..... 8

 9.5 Operation After Conveyance 9

 9.6 Parking 9

9.7	Delegation.....	9
9.8	Use	10
9.9	Rules and Regulations.....	11
9.10	Default by Another Owner.....	11
9.11	Special Taxing Districts, Educational Facilities Benefits Districts and Community Development Districts	12
9.12	Association's Obligation to Indemnify	12
9.13	Site Plans and Plats	12
10.	Master Association Area.....	12
10.1	General.....	12
10.2	Master Association Assessments	13
11.	Maintenance by Association.....	13
11.1	Common Areas	13
11.2	Fences	13
11.3	Negligence	13
11.4	Right of Entry	13
11.5	Maintenance of Property Owned by Others.....	13
11.6	Maintenance of Property by Association.....	14
12.	Maintenance by Owner.....	14
12.1	Standard of Maintenance	14
12.2	Lawns and Landscaping.....	14
12.3	Driveway Maintenance	14
12.4	Drainage System	14
12.5	Damage by Owner of Adjacent Home.....	14
12.6	Construction Easement	15
12.7	Inapplicability to Declarant.....	15
13.	Use Restrictions	15
13.1	Alterations and Additions	15
13.2	Fencing.....	15
13.3	Garbage Cans	15
13.4	Hurricane Shutters	15
13.5	Lawful Use.....	15
13.6	Parking Rules.....	15

13.7	Inapplicability to Declarant.....	16
14.	Requirement to Maintain Insurance.....	16
14.1	Association.....	16
14.2	Homes	16
14.3	Fidelity Bonds.....	18
14.4	Association as Agent.....	18
14.5	Casualty to Common Areas	18
14.6	Nature of Reconstruction	18
14.7	Additional Insured	18
14.8	Cost of Payment of Premiums	18
15.	Party Walls.....	19
15.1	General Rules of Law to Apply	19
15.2	Sharing of Repair	19
15.3	Alterations.....	19
15.4	Weatherproofing	19
15.5	Easements	19
16.	Property Rights	20
16.1	Owners' Easement of Enjoyment.....	20
16.2	Ingress and Egress.....	20
16.3	Development Easement	21
16.4	Public Easements	21
16.5	Delegation of Use	21
16.6	Easement for Encroachments.....	21
16.7	Permits, Licenses and Easements	21
16.8	Support Easement and Maintenance Easement	22
16.9	Blanket Easement in Favor of Association.....	22
16.10	Duration	22
17.	Assessments	22
17.1	Types of Assessments.....	22
17.2	Designation	23
17.3	Allocation of Operating Costs	23
17.4	General Assessments Allocation.....	24
17.5	Use Fees and Individual Assessment.....	24

17.6	Commencement of First Assessment.....	24
17.7	Declarant Excused From Payment.....	24
17.8	Surplus Assessments.....	24
17.9	Budgets	24
17.10	Establishment of Assessments	24
17.11	Working Capital Fund.....	25
17.12	Assessment Estoppel Certificates	25
17.13	Payment of Home Real Estate Taxes.....	25
17.14	Creation of the Lien and Personal Obligation.....	25
17.15	Subordination of the Lien to Mortgages	26
17.16	Acceleration	26
17.17	Non-Payment of Assessments.....	26
17.18	Exemption	26
17.19	Collection by Declarant	27
17.20	Rights to Pay Assessments and Receive Reimbursement.....	27
17.21	Mortgagee Right	27
18.	Information to Lenders and Owners	27
18.1	Availability	27
18.2	Copying.....	27
18.3	Notice.....	27
19.	Owners' Liability and Right to Cure	28
19.1	Owners' Restrictions	28
19.2	Non-Monetary Defaults	28
19.3	No Waiver	29
19.4	Rights Cumulative	29
19.5	Enforcement By or Against Other Persons.....	29
19.6	Fines.....	29
20.	Additional Rights of Declarant	29
20.1	Sales and Administrative Offices.....	29
20.2	Modification.....	30
20.3	Promotional Events.....	30
20.4	Use by Prospective Purchasers	30
20.5	Franchises	30

20.6	Easements	30
20.7	Right to Enforce	31
20.8	Additional Development	31
20.9	Representations	31
20.10	Non-Liability.....	31
20.11	Waiver of Trial by Jury and Release.....	32
20.12	Venue	32
20.13	Reliance.....	32
20.14	Duration of Rights.....	33
20.15	Refund of Taxes and Other Charges.....	33
20.16	Assignment of Powers	33
21.	General Provisions	33
21.1	Authority of Board	33
21.2	Severability	33
21.3	Construction Activities	33
21.4	Affirmative Obligation of Association	34
21.5	Execution of Documents.....	34
21.6	Notices	34
21.7	Florida Statutes	34
21.8	Title Documents.....	34
21.9	Duration of Declarant Rights.....	35
21.10	Zoning Documents.....	35

THIS INSTRUMENT PREPARED BY:
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**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR OASIS PARK SQUARE AT DORAL**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR OASIS PARK SQUARE AT DORAL (this "**Declaration**") is made this ____ day of _____, 2013 by Oasis Park Square Single Family, LLC, a Delaware limited liability company (the "**Declarant**") and joined in by OASIS PARK SQUARE AT DORAL HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. Declarant is the owner of the real property in Miami-Dade County, Florida more particularly described in **Exhibit "1"** attached hereto and made a part hereof ("Oasis Park Square at Doral").

B. Declarant desires to subject Oasis Park Square at Doral to the covenants, conditions and restrictions contained in this Declaration.

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

NOW, THEREFORE, the Declarant declares that every portion of Oasis Park Square at Doral shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions and restrictions hereinafter set forth.

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

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

"Articles" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit "2"** and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17 hereof.

"Association" shall mean the Oasis Park Square at Doral Homeowners' Association, Inc., a Florida not for profit corporation, its successors and assigns.

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

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

"Building" shall mean a structure in which two or more Homes are located that are separated by Party Walls.

"Bylaws" shall mean the Bylaws of the Association in the form attached hereto as Exhibit "3" and made a part hereof, as amended from time to time.

"Common Areas" shall mean all real property interests and personalty within Oasis Park Square at Doral designated as Common Areas or those areas which are dedicated by Plat or otherwise, conveyed or leased to or provided for the common use and enjoyment of the Owners within Oasis Park Square at Doral or those areas for which the maintenance thereof has been assumed by the Association. The Common Areas exclude any portion of a Home and any property owned by the Master Association. The Master Association may own and/or operate and/or have an easement over and/or may maintain certain areas that would otherwise be Common Areas within Oasis Park Square at Doral. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHERMORE, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Community Completion Date" shall mean the date upon which all Homes in Oasis Park Square at Doral, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

"County" shall mean Miami-Dade County, Florida.

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

"Declarant" shall mean Oasis Park Square Single Family, LLC, a Delaware limited liability company and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Doral" means the City of Doral, Florida.

"The Residential Community at Park Square" or "The Residential Community at Park Square Complex" means the properties that are subject to this Declaration and the Master Declaration.

"Oasis Park Square at Doral" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration, and shall include the Common Areas, if any, each Home, each platted tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Declarant may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Oasis Park Square at Doral.

"Home" shall mean each completed residential home and appurtenances thereto constructed on a platted lot within Oasis Park Square at Doral. The term "Home" may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence or the Building as a whole in which the Home may be located; provided, however, the subsequent loss of such Certificate of Completion or Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes the Lot and any interest in land, improvements, or other property appurtenant to the Home. Prior to the issuance of the initial temporary or final certificate of occupancy by the applicable governmental agency, no part of the Property will be considered a Home.

"Individual Assessments" shall have the meaning set forth in Section 17.1.5 hereof.

"Lender" shall mean the holder of a first mortgage encumbering a Home or any portion of Oasis Park Square at Doral.

"Limited Common Area" shall mean any part of the Common Area that is used exclusively by one or more Owner but less than all Owners.

"Lot" shall mean any platted residential lot shown on a Plat on which a Home is to be built or has been built.

"Master Association" shall mean The Residential Community at Park Square Master Association, Inc., its successors and/or assigns.

"Master Declaration" shall mean that certain Master Declaration of Easements, Covenants and Restrictions for The Residential Community at Park Square recorded in Official Records Books _____, at Page _____, of the public records of Miami-Dade County, Florida.

"Master Declarant" shall mean the declarant under the Master Association Document.

"Operating Costs" shall mean all costs and expenses of the Association and the Common Areas. Operating Costs may include, without limitation, all costs of ownership; operation; administration; all amounts payable by the Association, including all amounts required to be paid by the Association to the Master Association for the operating costs set forth in the Master Declaration and/or all amounts required to be paid by the Association to the Master Association pursuant to the Master Declaration; amounts payable to maintain, repair, and replace, and insure any fence which the Association is obligated to maintain and repair located in the front of any Building located within Oasis Park Square at Doral; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies;

maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by the Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration through all trial and level of appeals.

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

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home or Homes have been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Party Roof" shall mean any roof built as part of the construction of two or more Homes which are connected by one or more Party Walls. At this time there is no current plan of development to construct Homes with party roofs.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes. At this Time there is no current plan of development to construct Homes with party walls.

"Plat" shall mean any plat of any portion or the whole of Oasis Park Square at Doral or any plat of any portion of Oasis Park Square at Doral, as the same may be amended by Declarant, from time to time. **"Public Records"** shall mean the Public Records of Miami-Dade County, Florida.

"Reserves" shall have the meaning set forth in Section 17.1.4 hereof.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing Oasis Park Square at Doral as adopted by the Board from time to time.

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

"Turnover Date" shall mean the date upon which the majority of the members of the Board are elected by the Owners other than Declarant which shall be no later than the date required by Florida Statutes Section 720.307.

3. **Plan of Development.** The planning process for Oasis Park Square at Doral is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Declarant's buyers. Declarant may wish and has the right to develop Oasis Park Square at Doral and adjacent property owned by Declarant into residences, comprised of homes, townhomes, condominium units, villas, zero lot line homes, patio homes and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Oasis Park Square at Doral as finally developed.

4. **Amendment.**

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason

whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) or if there are more than two Lenders, then a majority of the Lenders enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained.

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

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

4.4 **Special Amendments.** Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with mortgages covering Homes; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power of attorney coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit or Home and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the Turnover Date.

5. **Annexation and Withdrawal.**

5.1 **Annexation by Declarant.** Prior to the Turnover Date, additional lands may be made part of Oasis Park Square at Doral only by Declarant, at Declarant's sole discretion. Such additional lands to be annexed may or may not be adjacent to Oasis Park Square at Doral. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, the Master Association, Owners or any Lenders of any

portion of Oasis Park Square at Doral, including a Home). Such annexed lands which are made part of Oasis Park Square at Doral shall be brought within the provisions and applicability of this Declaration by recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Oasis Park Square at Doral. Such amendment may contain additions to, or modifications of, omissions to, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands.

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

5.3 **Withdrawal.** Prior to the Turnover Date, any portions of Oasis Park Square at Doral (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of Oasis Park Square at Doral shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except as otherwise set forth herein, the withdrawal of any portion of Oasis Park Square at Doral shall not require the consent or joinder of any other party (including, but not limited to, the Association, the Master Association, Owners, or any Lenders of any portion of Oasis Park Square at Doral). The Association and/or the Master Association shall have no right to withdraw land from Oasis Park Square at Doral.

6. **Dissolution.**

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

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

7. **Binding Effect and Membership.**

7.1 **Term.** The term of this Declaration shall be perpetual and shall run with the land for a minimum of twenty-five (25) years. Each Owner, by acceptance of title to a Home or to any portion of Oasis Park Square at Doral and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable

servitudes and run with the land and shall be automatically renewed for successive ten (10) year periods unless eighty percent (80%) of the Owners and their mortgagees determine in the form of a written amendment to the Declaration prior to the renewal term to elect to terminate this Declaration.

7.2 **Transfer.** The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in the Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least ten (10) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice of the transfer is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer.

7.3 **Membership.** Upon acceptance of title to a Home, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and Bylaws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Declarant's rights with respect to the Association are set forth in this Declaration, the Articles and the Bylaws.

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

7.5 **Voting Interests.** Voting interests in the Association are governed by the provisions of the Articles and Bylaws.

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

7.7 **Conflicts.** In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Association Documents, this Declaration shall control.

8. **Paramount Right of Declarant.** Notwithstanding anything to the contrary herein, prior to the Turnover Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Oasis Park Square at Doral for various public purposes, or to make any portions of Oasis Park Square at Doral part of the Common Areas, or to create and implement a special taxing district or community development districts or educational facilities benefits districts which may include all or any portion of Oasis Park Square at Doral. In addition, the Common Areas of Oasis Park Square at Doral may include decorative improvements, and berms. Declarant may

remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. **Operation of Common Areas.**

9.1 **Prior to Conveyance.** Prior to the conveyance, identification and/or dedication of the Common Areas to the Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Lender or Owner of a Home in any portion of Oasis Park Square at Doral or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by the Association. The current conceptual representations, if any, regarding the composition of Oasis Park Square at Doral or the Common Areas are not a guarantee of the final composition of the Common Areas or of Oasis Park Square at Doral. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to the Association. Declarant, so long as it controls the Association, further specifically retains the right to, add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

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

9.3 **Use of Common Areas by Declarant.** Until the Community Completion Date Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Declarant.

9.4 **Conveyance.** Within ninety (90) days after the Turnover Date, or earlier as determined by Declarant in its sole discretion, or earlier if required by law, all, or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument (the form and type of instrument to be determined by Declarant in its sole discretion) recorded in the Public Records, or by Quitclaim Deed from Declarant to the Association. The Association shall pay all costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes, and assessments for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar

contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each irrevocable Owner's ingress and egress easement to his or her Home as set forth in this Declaration.

9.5 **Operation After Conveyance.** After the conveyance or dedication of any portion of the Common Areas to the Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by the Association for the use and benefit of the owners of all property interests within Oasis Park Square at Doral including, but not limited to, the Association, the Master Association, Declarant, Owners and any Lenders.

9.6 **Parking.** Certain portions of Common Areas if so designated, may be reserved by Declarant, and/or the Association for the vehicular parking of Declarant, Owners, or tenants of Owners renting Homes in Oasis Park Square at Doral. The Declarant shall have the right to assign an Owner the exclusive use of a Parking Space. Such parking spaces will be part of the Common Areas of the Oasis Park Square at Doral. The use of parking spaces shall be governed by the Declaration and/or the Rules and Regulations enacted by this Association from time to time. Until the Community Completion Date, the Declarant shall have the exclusive right to assign any parking spaces physically located within the Common Areas for the exclusive use of Declarant and Owners and their tenants and guests. Upon such assignment, the assigned parking space shall become a limited Common Area to the extent it lay within the Common Areas of the Association prior to such assignment. After the Community Completion Date, the Association shall have the exclusive right to assign any unassigned parking spaces located in Oasis Park Square at Doral to Owners as Limited Common Areas to the extent such parking spaces lie within the Common Areas. The Association is authorized to, and shall enforce the requirements contained herein as to parking in the same manner in which the Association is entitled to enforce other agreements, rules and regulations of this Declaration and its exhibits. The Association shall have the right, in addition to the Master Association, to tow vehicles away that are illegally parked. The Association shall have no liability to any party for towing of any improperly parked vehicles.

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

9.8 Use.

9.8.1 **General Public Use.** The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association), but such persons may only use Common Areas if allowed by the Declarant or the Association. Prior to the Turnover Date, Declarant, and after the Turnover Date, the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any owner's obligations to be performed hereunder.

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

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

9.8.4 **Assumption of Risk.** Without limiting any other provision herein, each person using any portion of Oasis Park Square at Doral including but not limited to the pool and other Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with the use or occupation of any portion of Oasis Park Square at Doral (i.e., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Oasis Park Square at Doral, (e) use of the pool, fountain, the Common Area parking, the Common Area bathrooms and the guardhouse and (f) design of any portion of Oasis Park Square at Doral. Each person entering onto any portion of the Oasis Park Square at Doral also expressly indemnifies and agrees to hold harmless Declarant, Association, the Master Association, and all employees, directors, representatives, officers, agents, members and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, or any part of Oasis Park Square at Doral, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation any pool or lake, or area adjacent to a lake, do so at their own risk.

9.8.5 **Owner's Obligation to Indemnify.** Each Owner agrees to indemnify and hold harmless Declarant, the Association, the Master Association, the Master Declarant, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever including but not limited to attorneys' fees ("Losses") incurred by or asserted against any of the Indemnified Parties from and

after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas or Oasis Park Square at Doral including, without limitation, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, the Association, or of any of the Indemnified Parties. Should any Owner bring suit against Declarant, the Association, the Master Association, the Master Declarant or any Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 **Generally.** Prior to the Turnover Date, Declarant, and thereafter the Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Oasis Park Square at Doral. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

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

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

9.11 Special Taxing Districts, Educational Facilities Benefits Districts and Community Development Districts. For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate, create easements as to, or transfer or cause the dedication or transfer of all or portions of Oasis Park Square at Doral or the Common Areas of the Association to a utility governmental entity, special taxing district, public agency or authority under terms as Declarant deems appropriate in order to create or contract with special taxing districts, educational facilities benefits district, community development districts (or other utilities) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, drainage, storm water management systems, surface water management systems, wetlands mitigation areas, parks, recreational or other services, or utilities, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing, community development district or other type of government or quasi governmental authorities' petitions as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district or community development district shall be created pursuant to all applicable ordinances of the County and all other applicable governing entities having jurisdiction with respect to the same. Declarant shall obtain all required resolutions and other approvals prior to the conveyance of any Common Areas pursuant to this Section.

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

9.13 Site Plans and Plats. Oasis Park Square at Doral may be subject to one or more plats (each individually, a "Plat"). The Plat may identify some of the Common Areas within Oasis Park Square at Doral. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Declarant in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas.

10. Master Association Area.

10.1 General. Oasis Park Square at Doral is part of a master planned community subject to the Master Declaration which is known as The Residential Community at Park Square. The property subject to this Declaration is located within The Residential Community at Park Square as that term is defined in the Master Declaration. All property located within Oasis Park Square at Doral is subject to the Master Declaration. The Association and each Owner, are bound by and shall comply with the Master Declaration which is incorporated herein by reference. The Master Association Area is not part of Oasis

Park Square at Doral and any rights of any Owner to use the Master Association Area shall be strictly in accordance with the Master Declaration.

10.2 **Master Association Assessments.** The Association shall assess a charge upon each Owner within Oasis Park Square at Doral for Owner's share of the costs of maintaining and administering The Residential Community at Park Square and any costs required to be paid by the Master Association, the Association, or Owner to the Master Association, or as otherwise set forth in the Master Declaration (the "Master Association Assessments"). Failure of any Owner to pay its share of the Master Association Assessments will result in a lien on the Owner's property which can be foreclosed by the Master Association or the Master Association.

11. **Maintenance by Association.**

11.1 **Common Areas.** Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

11.2 **Fences.** The Owner shall be responsible for the maintenance, repair or replacement of any fences located in the rear or side of any Home. If the fence divides two separate Lots, the Owner shall be responsible for maintaining the fence facing the Owner's Home. The Association shall maintain, repair or replace in its discretion any fence facing the Common Areas and the irrigation of any Common Area landscaping.

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

11.4 **Right of Entry.** Declarant and the Association are granted a perpetual and irrevocable easement over, under and across Oasis Park Square at Doral for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Oasis Park Square at Doral if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency or to comply with any requirement by any governmental agency.

11.5 **Maintenance of Property Owned by Others.** The Association shall, if designated by Association or Master Association or Declarant by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Declarant upon areas which are within or outside of Oasis Park Square at Doral and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Oasis Park Square at Doral. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11.6 **Maintenance of Property by Association** The Association shall be responsible to maintain, repair and insure the pool, the pool bathrooms and community fountain, the Common Area bathroom and the fountain.

12. **Maintenance by Owner.**

12.1 **Standard of Maintenance.** Improvements within a Lot not maintained by the Association or the Master Association shall be maintained by the Owner.

12.2 **Lawns and Landscaping.** All rear yard and side yard fencing shall be the responsibility of the Owner. All rear yard and side yard landscaping shall be maintained by the Owner. The Association shall be responsible for landscaping and cutting any grass in front of any Home. The Declarant may, but in no event shall be obligated to, repair, replace, or paint such walls or fences. The Association in its discretion is responsible to maintain any fence facing the Common Areas. The Association shall also, in its discretion, have the option to repaint any wall of a Home facing any Common Area and charge the Owner the costs incurred who has failed to repaint his Home.

12.3 **Driveway Maintenance.** The Owner shall be responsible to timely repair, maintain and/or replace any driveway or walkway that connects to his Home even if it is not located within the boundaries or his Lot or Home, and any sidewalk abutting the front of the Lot or side of the Home, including, but not limited to, the repair of any damage caused by Declarant, Association or another Owner or by the holder of any easement over which such driveway is constructed. Each Owner of a Home, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association, the Master Association, the Declarant, and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of any portion of a driveway located in a public right-of-way between the boundary of such Owner's Lot and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

12.4 **Drainage System.** Once a drainage system or drainage facilities are installed in Oasis Park Square at Doral, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities to the extent the system lies within the boundaries of the Owner's Lot. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. Association and Declarant shall have no responsibility or liability for drainage problems of any type whatsoever.

12.5 **Damage by Owner of Adjacent Home.** In the event that a fence is damaged by the Owner of an adjacent Home, the Owner of the adjacent Home shall be responsible for repairing such damage in a timely manner. The repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

12.6 **Construction Easement.** Declarant reserves an easement over all Homes and Lots for all construction and maintenance purposes. By way of example, Declarant and Declarant's construction crews may be required to enter onto a completed Home and Lot in order to complete construction of an adjacent Home or for subsequent maintenance. This easement shall permit all ingress and egress necessary to complete Homes adjacent to Homes, and shall be construed as broadly as possible.

12.7 **Inapplicability to Declarant.** None of the maintenance restrictions or covenants contained in this entire Section 12 shall be applicable to the Declarant and its successors or assigns.

13. **Use Restrictions.** Each Owner must comply with all use restrictions set forth in the Master Declaration, together with the following:

13.1 **Alterations and Additions.** No material alteration, addition or modification to a Home or Lot, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the Board as required by this Declaration.

13.2 **Fencing.** Any walls or fences surrounding or partially surrounding any Home which are erected or installed by Declarant or the Association or the Master Association, shall not be removed, altered, painted, or replaced by anyone other than Declarant, the Association or Master Association, and no other walls or fences surrounding or partially surrounding any Home shall be erected by anyone other than Declarant, the Association, or Master Association without the consent of the Board.

13.3 **Garbage Cans.** Trash collection shall be billed to each Owner in the Owner's real property tax bill. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to constitute a public nuisance, whether due to noxious or offensive odors or unsightly appearance. Dirt, trash, cuttings and debris left by Owners or Owner's agents shall be removed and all areas left in clean condition before the end of the day. All costs of hauling, collecting, and disposal of waste shall be part of the Owner's tax bill. Neither Declarant nor the Association shall be obligated to collect or dispose of any trash or waste within a Home.

13.4 **Hurricane Shutters.** Any hurricane or other storm protective devices visible from outside a Home shall be of a type as approved by the Association. Panel style hurricane shutters or wood panels may be installed up to 50 hours prior to the expected arrival of a hurricane and removal within fifteen (15) days after the storm is no longer a threat to the Oasis Park Square at Doral community. Under no circumstances shall the Association, the Master Association, or Declarant be responsible for the installation, set up, maintenance, or removal of any storm shutters. Each Home Owner is required to have hurricane shutters or impact resistant windows that protect the Home Owner from hurricane force winds up to at least 150 miles per hour. Impact windows will be installed by the Declarant when constructing a Home but the Declarant cannot be held responsible for hurricane or other damage to the Home.

13.5 **Lawful Use.** No unlawful or obnoxious use shall be made in any portion of Oasis Park Square at Doral. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.

13.6 **Parking Rules.** Owners' automobiles shall be parked in the driveway or garage, or areas that have been designated by Declarant or Association for parking by such Owner or assigned to the particular Owner, if any. No vehicle which cannot operate on its own power shall remain on Oasis Park Square at Doral for more than twelve hours, except in the garage of a Home, if any. No repair, except emergency repair, of vehicles shall be made within Oasis Park Square at Doral, except in the garage of a Home, if any. No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat

trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Oasis Park Square at Doral except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or sport utility vehicles commonly referred to as SUV's up to 21'5" in length or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Declarant of Homes, Common Areas, or in connection with any other portion of Oasis Park Square at Doral.

13.7 **Inapplicability to Declarant.** None of the use restrictions contained in this entire Section 13 shall be applicable to the Declarant and its successors or assigns.

14. **Requirement to Maintain Insurance.**

14.1 **Association.** The Association shall maintain the following insurance coverage:

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

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

14.1.3 **Other Insurance.** Such other insurance coverage as appropriate from time to time as reasonably determined by the Board. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.2 **Homes.**

14.2.1 **Requirement to Maintain Insurance.** Each Owner of a Home shall be required to obtain and maintain adequate homeowners' insurance coverage of his or her Home and its contents for all hazards, including fire, flood and windstorm. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to re-sod and landscape land comprising the Home and shall name the Association and its successors and/or assigns an additional insured. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 **Requirement to Reconstruct.** In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the Association ("Required Demolition"). If the Home is to be repaired or re-built, the same Home that was damaged or destroyed shall be repaired or reconstructed. If Owner decides to repair or rebuild a Home different than

the prior Home, the Owner must obtain the express approval of the Association. No demolition of any Home shall occur, however, without the express written approval of the Board. The Board shall have the right to review and approve the plans to ensure that the integrity of the Homes as well as other Homes in the Building are protected. Any demolition plans must be reviewed and approved by a structural engineer whose services must be paid for by the Owner. The Required Repair work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of approval of the demolition by the Board. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. The Board shall have the right to expressly approve any proposed repair in its discretion, inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes. Any demolition, reconstruction, or repairs performed by Owner as set forth in this Section shall be in compliance with and shall not interfere with all governmental requirements and any easements, covenants, or restrictions contained in this Declaration and other instruments of record. In the event of the reconstruction of a Home, the Owner shall build the identical Home that existed prior to the casualty unless otherwise approved by the Association.

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

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

14.2.5 Non-Liability and Indemnification. Notwithstanding anything to the contrary contained in this Declaration, the Declarant, the Master Association, the Association, or any of their respective directors, officers, or affiliates, shall not be liable to any person or entity, and Owner shall indemnify such entities for any losses, damages, claims, or lawsuits arising or resulting from or in connection with a) any failure by Owner to obtain insurance coverage on a Home; b) a Required Repair and/or Required Demolition or

failure to perform such Required Repair and/or Required Demolition; or c) the failure to enforce any rights given to the Association in this Section.

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

14.3.1 **Named Obligee.** The bonds shall name the Association as an obligee.

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

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

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

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

14.5 **Casualty to Common Areas.** In the event of damage to the Common Areas or any portion thereof, the Association shall be responsible for reconstruction or repair after casualty, but if such damage is caused by the negligence of an Owner, the cost of such reconstruction or repair shall be assessed against such Owner or Owners as an Individual Assessment.

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

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

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

15. **Party Walls.**

15.1 **General Rules of Law to Apply.** The Declarant has no immediate plans to construct Homes that share a common wall but if in the future the Declarant or Owners decide to construct Homes with a party wall the following shall apply: To the extent not inconsistent with the provisions of this Section, the general rule of law regarding Party Walls and party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Oasis Park Square at Doral which are built by Declarant as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Declarant, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

15.2 **Sharing of Repair.** Replacement and Maintenance for Party Walls.

15.2.1 **Generally.** The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other Owner for any negligent or willful acts or omissions in the repair or maintenance of the Party Wall.

15.2.2 **Failure to Contribute.** In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefore shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as are provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

15.3 **Alterations.** The Owner of a Home sharing a Party Wall or Party Roof with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall or the Party Roof without prior approval of the Board and the joint agreement of all of the Owners sharing the Party Wall or Party Roof.

15.4 **Weatherproofing.** Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

15.5 **Easements.** Subject to approval of the Board, each Owner sharing a Party Wall or Party Roof shall have all easement rights reasonably necessary to perform the obligations contained herein regarding the Homes sharing such Party Wall or Party Roof.

16. **Property Rights.**

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

16.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of the Declaration, as amended;

16.1.2 The right of the Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time;

16.1.3 The right of the Association to suspend the right of an Owner to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid;

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

16.1.5 The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall the Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas;

16.1.6 The right of Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

16.1.7 The rights of Declarant and/or the Association regarding Oasis Park Square at Doral as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others;

16.1.8 Rules and Regulations adopted governing use and enjoyment of the Common Areas;

16.1.9 The exception when an Owner relinquishes use of the Common Areas so long as a Home is leased to a Tenant.

16.2 **Ingress and Egress.** Declarant hereby reserves unto itself, with the power to assign, a perpetual, non-exclusive easement over, upon, and through Oasis Park Square at Doral for vehicular and/or pedestrian traffic by the Declarant, its designees, successors, assigns, licensees, lessees, invitees and guests within Oasis Park Square at Doral, provided that any such easement shall not interfere with the

reasonable use of Homes for residential purposes. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

16.3 **Development Easement.** In addition to the rights reserved elsewhere herein and in the Master Declaration, Declarant reserves an easement for itself or its nominees over, upon, across, and under Oasis Park Square at Doral as may be required in connection with the development of Oasis Park Square at Doral, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, and Common Areas, and other lands designated by Declarant. A perpetual, non-exclusive easement is hereby reserved to the Declarant, with the power to assign same, over, under, upon and through Oasis Park Square at Doral as may become necessary for the purposes of developing one or more communities adjacent or contiguous to or in the general vicinity of Oasis Park Square at Doral ("Future Developments"), provided, however, that the easements created under this paragraph shall not interfere with the residential use of the Homes or the reasonable use of Oasis Park Square at Doral for residential purposes. Neither the Owners nor the Association, nor their use of any portion of Oasis Park Square at Doral, shall interfere in any way with the Declarant's completion and sale of Homes or other lands located within Oasis Park Square at Doral. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Association on account of Declarant's use of any Common Areas for construction, development, or marketing purposes. Further, Declarant may market other residences and commercial properties located outside of Oasis Park Square at Doral from Declarant's sales facilities located within Oasis Park Square at Doral. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth elsewhere in this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

16.4 **Public Easements.** Fire, police, school transportation, health, sanitation, mail carrier and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

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

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

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

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

16.9 **Blanket Easement in Favor of Association.** Association is hereby granted an easement over all of Oasis Park Square at Doral, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

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

17. **Assessments.**

17.1 **Types of Assessments.** Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Oasis Park Square at Doral, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

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

17.1.2 **Special Assessments.** Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses (hereinafter "Special Assessments");

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

17.1.4 **Reserves.** Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be

payable in installments extending beyond the fiscal year in which the Reserves are disapproved.

17.1.5 **Individual Assessments.** Assessments for which one or more Owners (but less than all Owners) within Oasis Park Square at Doral are subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home including but not limited to the painting in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and the corresponding Lot to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. In the event that Association decides it is in the best interest of Oasis Park Square at Doral that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment

17.2 **Designation.** The designation of Assessment type shall be made by Association. Prior to the Turnover Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

17.3 **Allocation of Operating Costs.**

17.3.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Declarant.

17.3.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessment, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Oasis Park Square at Doral conveyed to Owners (other than the Declarant) or any greater number determined by Declarant from time to time in the Declarant's sole discretion. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than the Declarant.

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

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

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

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

17.6 **Commencement of First Assessment.** Assessments shall commence to be paid by each Owner on the day of the conveyance of title of Home to such Owner.

17.7 **Declarant Excused From Payment.** Prior to the Turnover Date, Declarant shall have the option (i) to fund all or any portion of any shortfall in Assessments not raised by virtue of all income and funds of the Association derived from any source, including that derived from Assessments and/or contributions to the Working Capital Fund, or (ii) to pay Assessments on Homes owned by Declarant. If Declarant does not pay Assessments on Homes owned by Declarant, Declarant shall be obligated to pay Operating Costs incurred that exceed the Assessments receivable from Owners and other income of Association such as Working Capital received from each Owner at the time of closing on a Home purchased from Declarant. After the Turnover Date, Declarant shall pay all Assessments on Homes owned by Declarant.

17.8 **Surplus Assessments.** If Declarant has cumulatively overfunded Operating Costs and/or prepaid expenses of the Association which have not been reimbursed to Declarant on or prior to the Turnover Date, Association shall refund such amounts to Declarant within ten (10) days of Declarant's request. Any surplus Assessments, or other income, collected by Association may be allocated toward the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments and other income of the Association to Owners.

17.9 **Budgets.** The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by the Association. To the extent the Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

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

17.10.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget adopted mid-year or in order to change the fiscal year of the Association.

17.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Turnover Date, no Special Assessment shall be imposed without the consent of Declarant.

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

17.11 **Working Capital Fund.** Association has established a working capital fund for the operation of the Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Declarant at the time of conveyance of such Home an initial capital contribution to the Working Capital Fund in an amount equal to three (3) months' Assessments (or such amount as determined by Declarant from time to time) (the "Initial Capital Contribution"). The funds derived from the Initial Capital Contributions shall be used at the discretion of Declarant and if after the Turnover Date, by the Association, for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs, start-up costs, and to ensure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Declarant to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Working Capital Fund. The Declarant shall have the right to prepay the Working Capital Fund and each Owner shall repay the Declarant any such prepayment at the time of closing on the purchase of the Owner's Home.

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

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

17.14 **Creation of the Lien and Personal Obligation.** Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Home and all personal property located thereon owned by the Owner against whom each

such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

17.15 **Subordination of the Lien to Mortgages.** The lien for Assessments is subordinate to the lien for taxes in favor of Miami-Dade County, Florida or any agency thereof. The lien for Assessments shall also be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the first mortgagee and its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. Notwithstanding the foregoing, first mortgagees or their assigns shall be liable for Assessments which have become due prior to the first mortgagee taking title but limited to the amount which is the lesser of: twelve (12) months of past due Assessments due prior to the first mortgagee taking title; or one percent (1%) of the original first mortgage amount. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

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

17.17 **Non-Payment of Assessments.** If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of \$50.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

17.18 **Exemption.** The Board shall have the right to exempt any portion of Oasis Park Square at Doral subject to this Declaration from the Assessments, provided that such property exempted is used (and as long as it is used) for any of the following purposes:

17.18.1 Common Areas or property (other than a Home) owned by the Association;

17.18.2 Any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;

17.18.3 Any portion of Oasis Park Square at Doral exempted from ad valorem taxation by the laws of the State of Florida;

17.18.4 Any easement or other interest dedicated or conveyed to the District.

17.19 **Collection by Declarant.** If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal (Eastern Edition) Prime Rate plus four percent (4%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

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

17.21 **Mortgagee Right.** The Association shall notify a Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after the Association learns of such default.

18. **Information to Lenders and Owners.**

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

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

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

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

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

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

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

19. **Owners' Liability and Right to Cure.**

19.1 **Owners' Restrictions.** Owner shall not do any of the following:

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

19.1.2 Cause any damage to any improvement or Common Areas; or

19.1.3 Impede Declarant, or the Association from exercising its rights or performing its responsibilities hereunder; or

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

19.1.5 Impede Declarant from proceeding with or completing the development of Oasis Park Square at Doral;

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

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

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

19.2.2 Commence an action to recover damages; and/or

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

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

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

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

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

19.6 **Fines.** Except to the extent prohibited by law, in the event of a violation of the provisions contained herein or in the Rules and Regulations or in other rules and regulations promulgated by the Association or by Declarant, the Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner to use or occupy Common Areas (other than access to and from the offending Owner's Home or other than access to utilities serving the Home). Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the Bylaws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, or other rules and regulations promulgated by the Association shall be treated as a separate violation and be subject to a separate fine. The decisions of the Association shall be final. Fines shall be in such reasonable and uniform amounts as the Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time. As of the date hereof the amount of the fine shall equal the maximum amount of \$100.00 per violation, with each day that the violation continues, constituting a separate violation, subject to a separate fine of \$100.00 for each day of the continuing violation, with a single notice and opportunity for hearing as provided in Section 720.305 of Florida Statutes. Fines in the aggregate are not limited.

20. **Additional Rights of Declarant.**

20.1 **Sales and Administrative Offices.** For so long as Declarant and its assigns owns any property in Oasis Park Square at Doral, is affected by this Declaration, or maintains a sales office or administrative office within Oasis Park Square at Doral, Declarant shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Oasis Park Square at Doral and sales and re-sales of Homes and/or other properties owned by Declarant or others outside of Oasis Park Square at Doral. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Oasis Park Square at

Doral, including Common Areas, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Community Completion Date.

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

20.3 **Promotional Events.** Prior to the Community Completion Date, Declarant and its assigns shall have the right, at any time, to hold marketing and promotional events within Oasis Park Square at Doral and/or on the Common Areas, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market Oasis Park Square at Doral and Homes in advertisements and other media by making reference to Oasis Park Square at Dora, including, but not limited to, pictures or drawings of Oasis Park Square at Doral, Common Areas, and Homes constructed in Oasis Park Square at Doral. All logos, trademarks, and designs used in connection with Oasis Park Square at Doral are the property of Declarant, and the Association and Owners (other than Declarant) shall have no right to use the same except with the express written permission of Declarant.

20.4 **Use by Prospective Purchasers.** Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Declarant outside of Oasis Park Square at Doral.

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

20.6 **Easements.** Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance; and other purposes over, upon and across Oasis Park Square at Doral so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners, as determined by Declarant in its sole discretion. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Declarant may grant easements for irrigation, drainage lines or electrical lines over any portion of Oasis Park Square at Doral or to construct walls, fences, or other barriers or any combination thereof near but inside the property line of any Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Homes. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without

charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

20.7 **Right to Enforce.** Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and to recover all costs relating thereto, including reasonable attorneys' fees and reasonable paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

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

20.9 **Representations.** Declarant makes no representations concerning development both within the boundaries of Oasis Park Square at Doral including, but not limited to, the number, design, boundaries, configuration and prices of Homes, the number and types of buildings, whether or not there will be any recreational facilities, or lakes, green areas or any amenities whatsoever.

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

20.10.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION THAT THE VARIOUS PROVISIONS OF THE ASSOCIATION DOCUMENTS WHICH ARE ENFORCEABLE BY THE ASSOCIATION OR WHICH GOVERN OR REGULATE THE USES OF OASIS PARK SQUARE AT DORAL HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF OASIS PARK SQUARE AT DORAL AND THE VALUE THEREOF; AND

20.10.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR MIAMI-DADE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

20.10.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

20.11 Waiver of Trial by Jury and Release. BY ACCEPTANCE OF A DEED, EACH OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

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

20.13 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS

PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT.

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

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

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

21. **General Provisions.**

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

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

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

21.4 **Affirmative Obligation of Association.** In the event that the Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

21.5 **Execution of Documents.** Declarant's plan of development for Oasis Park Square at Doral (which may include, but is not limited to, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Declarant, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Oasis Park Square at Doral, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Oasis Park Square at Doral or any portion(s) thereof.

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

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

21.8 **Title Documents.** Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto recorded in the Public Records (collectively, the "Title Documents"). Declarant's plan of development for Oasis Park Square at Doral may necessitate from time to time the further amendment, modification, the entering into additional Title Documents and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS AND TO ENTER INTO NEW TITLE DOCUMENTS. It is possible that a governmental subdivision or agency or utility may require the execution of one or more documents in connection with an amendment, modification, the execution of a new document and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Declarant, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate,

constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, the Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

21.9 Duration of Declarant Rights. If any right, privilege, benefit or exemption has been granted by this Declaration to the Declarant (hereinafter referred to as a "Declarant Right") and such Declarant Right is null and void under Section 720.3075 of Florida Statutes or under applicable law or because the Declarant Right is in effect beyond the Turnover Date, then such Declarant Right shall be deemed to expire on the date that the Owners are transferred control of the Board as provided by Florida Statutes Section 720.3075. If the Declarant's Right is unenforceable as a matter of law prior to the Turnover Date, then the particular Declarant's Right is automatically void. It is the intent of this Section to ensure that any right, privilege, benefit or exemption granted to Declarant under this Declaration does not constitute a prohibited act under Florida statutes section 720.375 or is prohibited or unenforceable under any other applicable law.

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

All easements, covenants, prohibitions, limitations, restrictions, and all governmental laws, rules, regulations or ordinances, affecting Oasis Park Square at Doral, regardless of whether such item is recorded in the Office of the Clerk of Courts for the 11th Judicial Circuit, in and for the State of Florida.

Declarant's plan of development may necessitate from time to time the further amendment, modification and/or termination of the Zoning Documents. **DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE ZONING DOCUMENTS.** It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Zoning Documents. To the extent that such documents require the joinder of Owners other than Declarant, Declarant, by anyone of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees by its acceptance of a deed to a Home:

- (a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Zoning Documents; and
- (b) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Zoning Documents.

EXHIBIT "1"

LEGAL DESCRIPTION OF: Oasis Park Square at Doral

A REPLAT OF TRACT "N", AND A PORTION OF TRACTS "A", "M", AND "P", AND ALL OF BLOCKS 3 THROUGH 29, INCLUSIVE, AND BLOCKS 43 THROUGH 49, INCLUSIVE, AND A PORTION OF LOT 3 AND ALL OF LOT 4, BLOCK 42, AND A PORTION OF LOTS 4 AND 5 AND ALL OF LOT 6, BLOCK 50, OF PARK SQUARE AT DORAL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY SOUTHEAST CORNER OF SAID PLAT OF PARK SQUARE AT DORAL, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW 33RD STREET AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALSO BEING THE SOUTHERLY LINE OF SAID TRACT "A", THE FOLLOWING EIGHT (8) COURSES AND DISTANCES; 1) NORTH 89°58'57" WEST 711.17 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; 2) WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 12°57'17" FOR AN ARC DISTANCE OF 214.80 FEET; 3) NORTH 65°11'00" WEST 50.07 FEET TO THE BEGINNING OF A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHEASTERLY, TO SAID POINT A RADIAL LINE BEARS SOUTH 15°57'26" WEST; 4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 941.00 FEET, A CENTRAL ANGLE OF 10°03'37" FOR AN ARC DISTANCE OF 165.23 FEET TO A POINT OF TANGENCY; 5) NORTH 63°58'57" WEST 42.79 FEET TO THE BEGINNING OF A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHWESTERLY, TO SAID POINT A RADIAL LINE BEARS SOUTH 28°26'02" EAST; 6) WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 21.50 FEET, A CENTRAL ANGLE OF 54°27'05" FOR AN ARC DISTANCE OF 20.43 FEET TO A POINT OF TANGENCY; 7) NORTH 63°58'57" WEST 229.94 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; 8) WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1050.00 FEET, A CENTRAL ANGLE OF 07°47'33" FOR AN ARC DISTANCE OF 142.81 FEET; THENCE NORTH 25°23'21" EAST ON A NON-RADIAL LINE 593.51 FEET; THENCE SOUTH 90°00'00" EAST 904.77 FEET TO THE INTERSECTION WITH A WEST LINE OF SAID TRACT "N"; THENCE NORTH 00°00'00" WEST ALONG SAID WEST LINE 8.00 FEET TO THE NORTHERLY MOST NORTHWEST CORNER OF SAID TRACT "N"; THENCE SOUTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID TRACT "N" 363.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT "N", BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NW 82ND AVENUE AS SHOWN ON SAID PLAT; THENCE SOUTH 01°39'59" EAST ALONG THE EAST LINE OF TRACT "N", CONTINUING ALONG THE EAST LINE OF TRACT "A", BOTH BEING ALONG SAID WESTERLY RIGHT-OF-WAY LINE 796.33 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°41'02" FOR AN ARC DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "2"

ARTICLES OF INCORPORATION OF
OASIS PARK SQUARE AT DORAL
HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

OASIS PARK SQUARE AT DORAL ASSOCIATION INC., (A CORPORATION NOT FOR PROFIT)

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

1. **Name of Corporation.** The name of the corporation is Oasis Park Square at Doral Association, Inc., a Florida not for profit corporation ("Association").

2. **Principal Office.** The principal office of the Association is: 3470 NW 82nd Avenue, Suite 988, Doral, Florida 33122.

3. **Registered Office -Registered Agent.** The mailing address of the Association shall be at: 3470 NW 82nd Avenue, Suite 988, Doral, Florida 33122. The name of the registered agent of the Association is: Frank Silva. The address of the registered agent is: 3470 NW 82nd Avenue, Suite 988, Doral, Florida 33122.

4. **Definitions.** A declaration entitled Declaration of Easements, Covenants, and Restrictions for the Oasis Park Square at Doral (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a community to be known as Oasis Park Square at Doral. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose of the Association.** The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. **Not for Profit.** The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. **Powers of the Association.** The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association.

7.3 To operate and maintain the Surface Water Management System if required by the Declaration, and Environmental Resource Permit for any lakes and mitigation areas, if any.

7.4 To fix, levy, collect and enforce payment by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws.

7.5 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

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

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Oasis Park Square at Doral to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

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

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

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

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

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and its members as provided in the Declaration, such as, but not limited to, Telecommunication Services, maintenance, trash pick-up, and utility services. To establish committees and delegate certain of its functions to those committees.

8. **Voting Rights.** Owners and Declarant shall have the voting rights set forth in the Bylaws.

9. **Board of Directors.** The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than seven (7) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and Addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Raquel P. Chong	3470 NW 82 nd Avenue, Suite 988 Doral, Florida 33122
Kira Cabrera	3470 NW 82 nd Avenue, Suite 988 Doral, Florida 33122
Uri Man	315 S. Biscayne Boulevard Miami, Florida 33131

10. **Dissolution.** In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

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

12. **Amendments.**

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

12.2 **Amendments Prior to the Turnover Date.** Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for

amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds (66 $\frac{2}{3}$ %) percent of the Board; and (ii) sixty six and two-thirds (66 $\frac{2}{3}$ %) percent of all the votes in the Association.

13. Limitations.

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

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

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Incorporator. The name and address of the Incorporator of this corporation is: _____

15. Officers. Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine to be necessary.

15.1 The names of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Raquel P. Chong

Vice President: Uri Man

Secretary/Treasurer: Kira Cabrera

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

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of the Association, has executed these Articles of Incorporation as of the ____ day of _____, 2013.

By: _____
as Incorporator

ACCEPTANCE BY REGISTERED AGENT

I HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

Dated this ____ day of _____, 2013.

By: _____

EXHIBIT "3"

BY-LAWS OF

**OASIS PARK SQUARE AT DORAL
HOMEOWNERS' ASSOCIATION, INC.**

**BYLAWS
OF
OASIS PARK SQUARE AT DORAL**

1. Name and Location.

The name of the corporation is Oasis Park Square at Doral Association Inc., a Florida not for profit corporation ("Association "). The principal office of the corporation shall be located at 3470 NW 82nd Avenue, Suite 988, Doral, Florida 33122, with the privilege of having its office and branch offices at other places within or without the State of Florida, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions.

The definitions contained in the Declaration of Easements, Covenants, and Restrictions for Oasis Park Square at Doral (the "Declaration") which has been or will be, recorded, in the Public Records of Miami-Dade County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"Bylaws" shall mean these Bylaws as amended from time to time.

"Declaration" shall mean the Declaration of Easements, Covenants, and Restrictions for the Oasis Park Square at Doral as modified from time to time.

"Declarant" shall mean Oasis Park Square Single Family, LLC, a Delaware limited liability company and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Director" shall mean a director elected or appointed to the Board.

"Member" shall mean a member of the Association.

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

"Official Records" shall mean all records required to be maintained by the Association pursuant to the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3 of these Bylaws.

"Turnover Date" shall have the meaning set forth in the Declaration.

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

3. Members.

3.1 Voting Interests. Each Owner and the Declarant (while it owns any Home) shall be a Member of the Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home.

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

3.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of Members entitled to cast at least fifteen percent (15%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

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

3.5 Quorum of Members. Until the Turnover Date, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. From and after the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of at least one third of all of the Members, except as otherwise provided in the Articles, the Declaration, or these Bylaws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the

absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

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

3.8 Proxies. At all meetings, Members may vote the Voting Interests of their Home in person or by proxy if allowed by law. All proxies shall comply with the pertinent provisions of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 General. The affairs of Association shall be managed by a Board of Directors. The Board shall consist of no less than three (3) persons and no more than nine (9) persons.

4.2 Appointment and Election of Directors.

4.2.1. Prior to the Turnover Date. Prior to the Turnover Date, the Board shall consist of three (3) persons. Declarant shall have the unrestricted power to appoint all Directors of Association prior to the Turnover Date and such Directors need not be Members of the Association. The term of the Board appointed by the Declarant shall extend until the Turnover Date or until such earlier date determined by Declarant.

4.2.2. After the Turnover Date. The election of three (3) Directors shall take place on the Turnover Date, or such earlier date determined by Declarant in its sole and absolute discretion. In accordance with Chapter 720 of the Florida Statutes, the Declarant may elect at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of all the Homes within the Oasis Park Square at Doral Community. After the Turnover Date, the number of Directors will be determined by the Board.

4.2.3. Master Association. The Oasis Park Square at Doral community is part of a larger community known as The Residential Community at Park Square (the "Master Community"). The Master Community is subject to that certain Declaration of Covenants, Restrictions and Reciprocal Easements of The Residential Community at Park Square (the "Master Declaration"). Pursuant to the Master Declaration, The Residential Community at Park Square Master Association, Inc. (the "Master Association") was formed to administer the Master Community which includes the Oasis Park Square at Doral community. Each Community is entitled to the number of votes as specified in the Master Declaration. The president of the Oasis Park Square at Doral community elected by the Board of Directors of the Association shall serve as the Oasis Park Square at Doral community's Delegate to meetings of the Master Association during the term of his or her presidency. In the absence of the President, a Vice President may vote the voting interest of the Delegate.

4.2.4. There is only one other community being administered by the Master Association and the owner of that community shall appoint its Delegate to the Master Association and that Delegate will have the number of votes provided for in the Master Declaration.

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

4.3 Vacancy of Directors. Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion. Except as otherwise provided herein, the appointment and/or removal of any Director shall be governed by these By-Laws.

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

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

5. Meeting of Directors.

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

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

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

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

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

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

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

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with service providers for telecommunication services.

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

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

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

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

6.1.6. Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the

Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

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

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

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

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

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

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

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

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

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

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

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

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

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

8.5 Resignation and Removal. Any officer other than President may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignations shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment of one of the remaining Directors not already serving as an officer. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

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

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

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

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

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

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

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

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

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

12. Amendments.

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

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

12.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restriction on amendments set forth above, these Bylaws may be amended with the approval of two-thirds ($\frac{2}{3}$) of the Board and sixty six and two-thirds ($66\frac{2}{3}$) of all votes in the Association.

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

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

15. Miscellaneous.

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

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

WE HEREBY CERTIFY that the foregoing Bylaws of the Association were duly adopted by the Board of Directors of the Association in a meeting held for such purpose on the ____ day of _____, 2013.

_____, President
Raquel P. Chong

_____, Vice President
Uri Man

_____, Secretary
Kira Cabrera

OASIS PARK SQUARE AT DORAL, HOA
C/O KW PROPERTY MANAGEMENT & CONSULTING
8200 NW 33rd Street, Suite 300
Miami, FL 33122

Dear Homeowners of Oasis Park Square at Doral:

On September 26, 2019, the Board of Directors approved the 2020 Operating Budget (please see attached). The maintenance fee amounts per model have increased (please refer to the attached, per unit breakdown).

The Board of Directors, in collaboration with Management worked diligently to lower expenses while obtaining additional services that would benefit and improve the community. Although the increase varies by model, the overall increase to the 2020 Operating Budget is only 5% and is comprised of the following items: an additional rover guard service, an increase in manager hours and presence on site for the upcoming year, a community website, pool deck replacement and traffic calming devices (speed bumps).

We urge all homeowners to assist us in ensuring your payment is made timely and completely. Please visit, call or email the management office to provide you with a status of your account. Please assist us in our efforts to meet the Association's obligations.

You will be receiving payment coupons shortly for the new 2020 maintenance fee amount. Please keep in mind, the monthly maintenance fee payment is due on the 1st of every month and is considered late after the 10th. **Homeowners are responsible for contacting their financial institution to make the necessary changes to the maintenance fee amount or auto payments.**

Should you have any questions, please feel free to contact me directly at: 786-626-0034 or via email: **dgomez@kwpmc.com**.

Sincerely,

DESIREE M. GOMEZ

Desiree M. Gomez, LCAM
Association Manager

Attachment

xc: Budget File

OASIS PARK SQUARE AT DORAL, HOA
C/O KW PROPERTY MANAGEMENT & CONSULTING
8200 NW 33rd Street, Suite 300
Miami, FL 33122

Estimados propietarios de Oasis Park Square at Doral:

El 26 de septiembre de 2019, la Junta Directiva aprobó el Presupuesto Operativo del 2020 (ver adjunto). Las cuotas de mantenimiento por modelo han aumentado (consulte el presupuesto adjunto, por unidad).

La Junta de Directiva, en colaboración con la Administración, trabajó diligentemente para reducir los gastos mientras obtenía servicios adicionales que beneficiarían y mejorarían la comunidad. El aumento general del Presupuesto Operativo 2020 es del 5% y se compone de los siguientes elementos: servicio adicional de guardia móvil, un aumento en las horas del gerente y presencia en el sitio para el próximo año, una pagina "web" de la comunidad, reemplazo de la plataforma de la piscina y reducción del tráfico ("speed bumps").

Instamos a todos los propietarios a que nos ayuden a garantizar que su pago se realice de manera oportuna y completa. Visite, llame o envíe un correo electrónico a la oficina de administración para proporcionarle el estado de su cuenta. Ayúdenos en nuestros esfuerzos para cumplir con las obligaciones de la Asociación.

En breve recibirá cupones de pago por el monto de la tarifa de mantenimiento 2020. Tenga en cuenta que el pago mensual de la tarifa de mantenimiento vence el 1 de cada mes y se considera atrasado después del 10. **Los propietarios son responsables de comunicarse con su institución financiera para realizar los cambios necesarios en el monto de la tarifa de mantenimiento y los pagos automáticos.**

Si tiene alguna pregunta, no dude en comunicarse conmigo directamente al: 786-626-0034 o por correo electrónico: **dgomez@kwpmc.com**.

Atentamente,

DESIREE M. GOMEZ

Desiree M. Gomez, LCAM
Gerente de Asociación

Attachment

xc: Budget File

Association Name:

OASIS PARK SQUARE AT DORAL HOME OWNER'S ASSOCIATION

Budget Worksheet for period Beginning January 1, 2020 to December 31, 2020

	2019 Approved Budget Monthly	2019 Approved Budget Annual	2020 Approved Budget Monthly	2020 Approved Budget Annual	
INCOME					
41100	Maintenance Fees	67,012.75	804,153.00	70,576.78	846,921.40
	TOTAL MAINTENANCE	67,012.75	804,153.00	70,576.78	846,921.40
OTHER INCOME					
42001	Application Income	183.33	2,200.00	-	-
	TOTAL OTHER INCOME	183.33	2,200.00	-	-
	TOTAL REVENUES	67,196.08	806,353.00	70,576.78	846,921.40
ADMINISTRATIVE EXPENSES					
51010	Accounting Fees	100.00	1,200.00	95.83	1,150.00
51026	Annual Report	10.17	122.00	5.83	70.00
51040	Bad Debt	1,250.00	15,000.00	2,000.00	24,000.00
51124	Holiday Decorations	1,666.67	20,000.00	1,250.00	15,000.00
51150	Legal Expense	502.08	6,025.00	502.08	6,025.00
51160	Licenses/Permits	13.33	160.00	33.33	400.00
51161	Master Association Fees	8,833.33	106,000.00	8,569.09	102,829.07
51170	Office Expenses	41.67	500.00	41.67	500.00
51172	Overhead Fee KW	150.00	1,800.00	150.00	1,800.00
51200	Printing and Postage	158.00	1,896.00	158.00	1,896.00
51230	Screening Fees	50.00	600.00	50.00	600.00
	TOTAL ADMINISTRATIVE	12,775.25	153,303.00	12,855.84	154,270.07
UTILITIES					
60011	Electricity	1,176.17	14,114.00	833.33	10,000.00
60030	Telephone - Guardhouse	177.50	2,130.00	192.00	2,304.00
60050	Water & Sewer- Pool & Guardhouse	483.33	5,800.00	291.67	3,500.00
	TOTAL UTILITIES	1,837.00	22,044.00	1,317.00	15,804.00
CONTRACTS					
70005	Access Sys. Maint.	-	-	213.47	2,561.58
70020	Alarm Service - Homes	9,795.25	117,543.00	10,187.07	122,244.80
70030	Cable/Internet Service-Homes	8,951.42	107,417.00	9,309.44	111,713.33
70130	Fountain & Fish Pond	450.00	5,400.00	400.00	4,800.00
70210	Lawn Service/Fertilization	2,000.00	24,000.00	2,000.00	24,000.00
70211	Lawn Service/Fertilization - Homes	7,200.00	86,400.00	7,200.00	86,400.00
70239	Management Services	1,378.08	16,537.00	1,777.79	21,333.45
70330	Pool	300.00	3,600.00	300.00	3,600.00
70370	Security Services	10,578.75	126,945.00	13,956.05	167,472.62
	TOTAL CONTRACTS	40,653.50	487,842.00	45,343.81	544,125.77
INSURANCE					
72015	Worker's Compensation	66.00	792.00	59.81	717.71
72020	Crime	93.00	1,116.00	43.83	525.97
72025	D&O	170.58	2,047.00	170.59	2,047.03
72030	Liability	473.58	5,683.00	523.56	6,282.71
	TOTAL INSURANCE	803.17	9,638.00	797.78	9,573.42
REPAIRS & MAINTENANCE					

Association Name:

OASIS PARK SQUARE AT DORAL HOME OWNER'S ASSOCIATION

Budget Worksheet for period Beginning January 1, 2020 to December 31, 2020

		2019 Approved Budget Monthly	2019 Approved Budget Annual	2020 Approved Budget Monthly	2020 Approved Budget Annual
80060	Contingency	41.67	500.00	833.33	10,000.00
80181	Hurricane Cleanup	833.33	10,000.00	625.00	7,500.00
80182	Janitorial Supplies	166.67	2,000.00	166.67	2,000.00
80210	Landscaping	833.33	10,000.00	833.33	10,000.00
80278	Other	416.67	5,000.00	208.33	2,500.00
	TOTAL REPAIRS & MAINT	2,291.67	27,500.00	2,666.67	32,000.00
PAYROLL/RELATED EXPENSES					
89000	Payroll Expenses	8,835.50	106,026.00	7,595.68	91,148.14
	TOTAL PAYROLL & RELATED EXPENSES	8,835.50	106,026.00	7,595.68	91,148.14
	TOTAL EXPENSES	67,196.08	806,353.00	70,576.78	846,921.40
	NET OPERATING INCOME (LOSS)	-	-	-	-

Summary of Assessments

	2019	2020
Maintenance Fees	804,153.00	846,921.40
1	-	-
Total \$	804,153.00	\$ 846,921.40

Disclaimer: The Budget and figures are a good faith estimate only and represent an approximation of future expenses based on facts and circumstances existing at the time of preparation. Actual costs of such items may exceed the estimated costs.

APPROVED BY: Alexander F. Cabrera

DATE: 10-30-2019

APPROVED BY: _____

DATE: 10/31/19

Association Name:

OASIS PARK SQUARE AT DORAL HOME OWNER'S ASSOCIATION

Maintenance and Reserve Income Per Unit for period Beginning January 1, 2020 to December 31, 2020

Yearly Maintenance Cable & Alarm Fees 612,963.28 233,958.12 Yearly Reserves: -

Unit Type	Number of Units per type	Ownership % per Unit	Total ownership % per unit type	Monthly Maintenance per unit	Monthly Cable & Alarm Per Unit	Monthly Reserves per Unit	Total Monthly Maintenance with Reserves per Unit
L10/5	1	2.00000%	2.000%	1,021.61	153.52	-	1,175.12
Model E & E1	21	1.33333%	28.000%	681.07	153.52	-	834.59
All other models	105	0.66667%	70.000%	340.54	153.52	-	494.05
	127		100.000%				