

into of occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the articles, by-laws and rules and regulations of the association, are adopted and ratified by such unit owners, tenant or occupant.

27. Restrictions and Easements. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for utility service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the developer for the benefit of such persons as the developer designates, and the said developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the association shall be empowered to grant such easements on behalf of its members. During the period of time that the developer has the right to grant the foregoing easements, the consent and approval of the association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the association's members.

It is understood that certain portions of the lands, from time to time, may be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all unit owners or tenants, their mortgagees, and guests, invitees, employees and the developer. It is the intention of this declaration that the portions of the common elements of this condominium which must be utilized for the above described purposes be subject to the various easements created by this declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforesaid shall be considered as having been granted directly to the association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted the benefit of said easement or license or right-of-way.

The developer and/or the association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such

other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the condominium property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this declaration of condominium shall constitute a covenant running with the land of the condominium, and, notwithstanding any other provisions of this declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the condominium. The unit owners of this condominium do hereby designate the developer and/or the association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

28. Developer's Tenants. It is understood and agreed by all parties hereto and all unit owners that certain units may be occupied by tenants of the developer under lease agreements heretofore or hereinafter consummated and agreed upon. That any such tenants of developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the condominium and the recreational facilities without any cost or expense.

29. Invalidation and Operation. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidation of any portion of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in no-wise affect any of the other provisions, or the provisions of this declaration, all of which shall remain in full force and effect.

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the association.

30. Execution of Documents Required by Dade County, Florida. The developer's plan for the development of this condominium may require, from time to time, the execution of certain documents required by Dade County, Florida. To the

extent that said documents require the joinder of any or all property owners in this condominium, each of said owners does irrevocably give and grant to the developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

31. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 718 of the Florida Statutes.

32. Approval and Ratification. Condominium association, by its execution of this declaration of condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this declaration of condominium and exhibits attached thereto. The condominium unit owners, by virtue of their acceptance of the deed of conveyance as to their condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties, and obligations of this declaration of condominium and exhibits attached thereto.

33. Warranties. The developer does not warrant to the association or the unit owners the construction of, or any part of, the condominium property, common elements or units, save and except any express written warranties delivered by the developer in writing to unit owners and/or warranties provided for under the condominium act; and any and all other implied warranties, including warranties of merchantability and fitness for use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

The Seller specifically disclaims any liability for variations in tile, marble, cultured marble, plumbing fixtures and colors. Furthermore, the Seller disclaims any liability for formica chips and scuffs in kitchen cabinets, vanities and tubs occurring after closing.

34. Rules and Regulations.

- a. As to Common Elements - The board of directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The board of directors shall, from time to time, post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted, from time to time, by the board of directors.

b. As to Condominium Units - The board of directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

c. Rules and Regulations - The rules and regulations shall be deemed in effect until amended by the board of directors and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations the same shall be duly passed by at least a fifty-one percent (51%) majority vote or consent of the board of directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the declaration of condominium or the by-laws. The rules and regulations, in full force and effect as of the date of this declaration, are attached hereto as exhibit "P" and made a part hereof as though set out in full.

35. Sales Activity and Developer's Rights. That until the developer has completed and sold all the units of the condominium and/or in the complex, neither the unit owners nor the association nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of units. The developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The developer may use unsold units as model units or as sales offices for display purposes to prospective condominium purchasers. The developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered common elements and shall remain the property of the developer.

36. Additions, Alterations or Improvements by Unit Owners.

a. Consent of the Board of Directors. No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the board of directors. The board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in

such unit owner's unit within thirty (30) days after such request is received, and the failure to do so within the stipulated time shall constitute the board's consent to the proposed addition, alteration or improvement. All structural additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, as well as the rules and regulations promulgated by Hamptons West Condominium Association, Inc., including, but not limited to, any prohibitions contained therein regarding exterior alterations. A unit owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the association and all other unit owners harmless from any liability arising therefrom.

b. Additions, Alterations or Improvements to Developer-Owned Units. The foregoing restrictions of this paragraph 36 shall not apply to developer-owned units. The developer shall have the right, without the consent or approval of the board of directors or other unit owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

37. Changes in Developer-Owned Units. Developer shall have the right, without the vote or consent of the association, to (i) make alterations, additions, or improvements in, to, and upon units owned by developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any developer-owned units; (iii) change the size and/or number of developer-owned units by combining separate developer-owned units into one (1) or more units, or otherwise (the foregoing combining may be either horizontal or vertical combining of units); and (iv) reapportion among developer-owned units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any units (other than developer-owned units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the developer.

38. Lighting and Landscape Maintenance for Dedicated Roads. The unit owners of the condominium shall have the non-exclusive right to use portions of roads known as West Country Club Drive, North Country Club Drive, East Country Club Drive, and Aventura Boulevard in the project known as Aventura, which roads have

been dedicated to the public use. The foregoing roads are not owned by the unit owners or the association. The roads as aforescribed are set out on a site plan contained in exhibit "B" to the declaration. The County of Dade may require that persons benefiting from the use of the dedicated roads in the Aventura project be required to pay the costs of maintaining the street lighting, landscaping, security system and transportation thereof.

The association as a condominium association shall execute and join into the agreement and declaration of covenants and restrictions which has been negotiated by the developer for the condominium and the association. The purpose of the agreement and declaration of covenants and restrictions is to bind the parties to an agreement in connection with the use of the roads aforescribed for the following purposes: a) street lighting system improvements; b) sprinkler system improvements; c) landscaping improvements; and d) security system, transportation and other amenities or improvements as may be required in the future. Each party and condominium association to the agreement shall be assessed a percentage of the annual assessment expressed as a fraction, the numerator of which shall be an amount equal to the assessed value of each party's property and the denominator of which shall be the aggregate assessed value of all of the properties to pay the assessment. The agreement and declaration of covenants and restrictions contains such provisions, conditions, covenants and agreements as is necessary in the developer's sole discretion to effectuate a plan of sharing expenses and costs for the items as referred to in this paragraph. Under the terms of this agreement, that portion of the expenses attributable to the association shall be borne by the unit owners of the condominium as a portion of their monthly maintenance assessments and same shall be deemed common expenses of the condominium. Accordingly, unit owners in the condominium take subject to all of the terms, conditions and covenants of the agreement and declaration of covenants and restrictions that has been executed by the developer in accordance with the provisions of this paragraph.

39. Architectural Control and Maintenance Standard Committee.

- a. Members of Committee. The Architectural Control and Maintenance Standard Committee, sometimes referred to in this declaration as the "committee," shall consist of five (5) members who need not be unit owners. The developer shall designate the members of the committee until developer elects to relinquish control of the committee, or until December 31, 1993, whichever event is the first to occur. Thereafter, each new member of the committee shall be appointed by the board of directors of the association and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the committee may be removed at any time without cause, except that members designated by developer may be removed only by developer. The board of directors of the association shall

have the right to appoint and remove all members of the committee, except members designated by developer. The membership may include building and landscape architects, contractors, subcontractors and other persons that the developer or the board of directors may deem sufficiently qualified to render an opinion as to architectural control and minimum standards of maintenance.

b. Unit Owners' Acceptance of the Committee. Each owner of a condominium unit in the condominium, by virtue of his acceptance of the warranty deed conveying a condominium unit in the condominium, **acknowledges the necessity of architectural control and minimum maintenance standards for the condominium building, as well as maintaining the physical appearance and image of the entire complex as a quality residential community and, additionally, that the success of the developer in selling the complex is closely related to the physical appearance and image of the completed portions of any improvements in the complex.**

c. Review of Proposed Construction. No building, exterior wall or other exterior structure shall be commenced, erected or maintained, nor shall any exterior painted surfaces be repainted, nor shall any exterior addition or change or alteration be made to the exterior of any building, nor shall there be any material modification of the landscaping with respect to either the common elements or any building containing units subject to assessment hereunder, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and color and location in relation to surrounding structures and topography, by the committee. The committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the common elements, the buildings containing the units, and the residential community known as the complex, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. If the proposed construction, alterations, additions or repainting are to common elements of a condominium, said submission may only be made by the association. The committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the association or other entity or person submitting the same (the "submitting party") to grant appropriate easements to the association for the cost of maintenance, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval. The

committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the committee of any required plans and specifications, the committee may postpone review of any plans submitted for approval. Notwithstanding any provision of this article, approval of the Architectural Control and Maintenance Standard Committee shall not be required with respect to original construction performed or caused to be performed by the developer.

- d. Maintenance and Repair Obligations. Subject to the duty of the association to provide for maintenance as provided under this declaration, it shall be the duty of the association, at its sole cost and expense, subject to the provisions of this declaration regarding the Architectural Control and Maintenance Standard Committee approval, to maintain, repair, replace and restore areas subject to its exclusive control in a neat, sanitary and attractive condition, pursuant to and in accordance with paragraph 11 of this declaration. The foregoing includes all recreational facilities, in good order and repair, commonly metered utilities, the interior and exterior of the recreation areas, and any and all utility facilities and buildings on the common elements. In addition to maintenance, the association shall provide all necessary landscaping and gardening to properly maintain and periodically replace, when necessary, the trees, plants, grass and other vegetation which is on the common elements. The association shall further maintain, reconstruct, replace and refinish any paved surface in the common elements. In the event that the association shall permit any improvement of the complex which is the responsibility of the association to maintain to fall into disrepair, or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this declaration, the committee shall have the right, but not the duty, upon fifteen (15) days' prior written notice to the association, to correct such repairs or to perform such maintenance, and the costs thereof shall be charged to the association. Standards established by the committee relate specifically, but without limitation, to exterior paint on any building in the complex, landscaping, paving, trash removal, repair of exterior building surfaces and vending machine maintenance. The foregoing shall also include prior approval of any repainting of common elements as to quality of paint and color selection. The minimum standards as promulgated by the committee shall be applicable to the common elements of the condominium and shall not be applicable to the interiors of condominium units. The committee shall have the right to inspect, from time to time, common elements of the condominium in order to determine whether the maintenance of same meets minimum standards as promulgated by the committee. Any costs as referred to in this paragraph shall be a special assessment and shall create a lien upon all the

units in the condominium enforceable in the same manner as other assessments as set forth in this declaration. The association shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the board of directors, to the amounts payable by each unit owner in the condominium as common assessments. The report of the committee shall be conclusive as to the nature of the work required to be done.

- e. Meetings of the Committee. The committee shall meet, from time to time, as necessary to perform its duties hereunder. The committee may, from time to time, by resolution unanimously adopted in writing, designate a committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the committee. In the absence of such designation, the vote of any three (3) members of the committee taken without a meeting, shall constitute an act of the committee.
- f. No Waiver of Future Approvals. The approval of the committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.
- g. Compensation of Members. The members of the committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
- h. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:
- (1) Upon the completion of any work for which approved plans are required under this paragraph, the submitting party shall give written notice of completion to the committee.
 - (2) Within sixty (60) days thereafter, the committee, or its duly authorized representative, may inspect such improvement. If the committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy the same.

- (3) If upon the expiration of thirty (30) days from the date of such notification of noncompliance, the submitting party shall have failed to remedy such noncompliance, the committee shall notify the board of directors in writing of such failure. Upon notice and hearing, the committee shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the committee's ruling. If the submitting party does not comply with the committee's ruling within such period, the committee, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the submitting party shall reimburse the association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the submitting party to the association, the board of directors shall levy a special assessment against such submitting party for reimbursement. (In the event said submitting party is a condominium association, the aforementioned special assessment shall be levied against all units in the condominium in proportion to their respective share of the common expenses of said condominium.)
- (4) If for any reason the committee fails to notify the submitting party of any noncompliance within sixty (60) days after receipt of said written notice of completion from the submitting party, the improvement shall be deemed to be in accordance with said approved plans.
- i. Maintenance Obligations of Association. Subject to the provisions of this article, the association shall maintain or provide for the maintenance of all of the common elements in good order and repair. In addition to improvement maintenance, the association shall provide all necessary landscaping and gardening to properly maintain and periodically replace, when necessary, the trees, plants, grass and other vegetation which is on the common elements. The association shall further maintain, reconstruct, replace and refinish any paved surface in the common elements. All of the foregoing obligations of the association shall be discharged when and in such manner as the board of directors of the association shall determine in their judgment to be appropriate.
- j. Exterior Appearance and Design. Any building containing units which has suffered damage may apply for approval to the committee for reconstruction, rebuilding or repair of the improvements therein. Applications for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations

showing the proposed reconstructions and the end result thereof. The committee shall grant such approval only if, upon the completion of the work, the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the committee to act within thirty (30) days after receipt of such a request in writing, coupled with the drawings and plot plans showing the full and complete nature of the proposed changes, shall constitute approval thereof provided the proposed changes are substantially similar to the appearance and design which existed prior to the date of the casualty. If the obligation for repair falls upon the association, committee approval will not be required prior to the commencement of such work.

40. Rights Reserved unto Institutional Mortgagees. So long as any institutional mortgagee or institutional mortgagees shall hold any first mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

- a. To be furnished by the association with at least one copy of the annual financial statement and report of the association, prepared by a certified public accountant designated by the association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.
- b. To be given notice by the association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this declaration, or the articles of incorporation and by-laws of the association, which notice shall state the nature of the amendment being proposed.
- c. To be given notice by the association of default by any member owning a condominium parcel encumbered by a mortgage held by such institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the association.
- d. To cause the association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the association is required to keep in existence, it being understood that the association shall deposit in an escrow depository, satisfactory to each institutional mortgagee or institutional mortgagees, a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and

to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the association may designate any institutional mortgagee interested in the condominium to act in such capacity.

Whenever any institutional mortgagee or institutional mortgagees desire the provisions of this article to be applicable unto them, they shall serve written notice of such fact upon the association by registered mail or certified mail addressed to the association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee who first held a first mortgage encumbering a condominium parcel, which written notices shall identify the condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be sent by the association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the association shall be a common expense and shall be paid by the association. Should the association fail to pay such premiums when due, or should the association fail to comply with other insurance requirements imposed by the institutional mortgagee who first held a first mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the association as against individual unit owners for the payment of such items or common expense.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

41. Plan of Development. It is the intent of the developer to disclose to prospective purchasers a development plan for a residential and leisure complex which is known as The Hamptons complex ("complex"), which complex is contemplated to consist of a condominium building (Tower I) and common elements for which this prospectus is applicable (constructed upon the land which is legally described in

exhibit "A" as attached hereto) and which is known as The Hamptons West, a Condominium, and other land and improvements as hereinafter described. The legal description of the land of the complex is attached hereto as exhibit "C" and made a part hereof as though set out in full and hereinafter referred to as the "complex land." The complex consists of this condominium and/or separate condominiums and/or rental type structures and improvements and recreational lands upon the complex land. A portion of the complex land is designated in the condominium documents as The Hamptons future development land ("future development land"), and may be used by the developer as a separate and distinct condominium or for any other purpose the developer, in its sole discretion, may desire. Construction of the complex is a projected plan of development only and nothing herein contained shall be construed as making it obligatory upon the developer to construct said complex, (except for the units under this prospectus and certain facilities under the recreational land use agreement and the accessways, guardhouse and security gate easement, use and maintenance agreement) or if constructed, to construct same in accordance with any particular plan of development and in fact, if constructed, the developer need not submit said additional structures outside this condominium to condominium ownership but, in fact, may utilize same as rental type structures. The construction of the improvements within the complex, the size and nature of the improvements as well as its amenities, shall be within the sole discretion of the developer except as may have been represented under this prospectus. The foregoing shall be deemed to include sole discretion in determining the size, contents, style, amount, plans and specifications of any of the amenities and equipment personally contained therein.

In the event the owners of the land designated as future development land develops any such parcel of property as condominium units, then said future condominium units may be structured in any one (1) of the following ways:

- a. As a phase condominium as part and parcel of The Hamptons West, a Condominium, pursuant to and under the Condominium Act of the State of Florida. Under the foregoing circumstances, any condominium units phased in will be part and parcel of the condominium as well as be governed by the condominium association governing the affairs of the condominium, which condominium association is known as Hamptons West Condominium Association, Inc., a Florida non-profit corporation, hereinafter referred to as the "association." For full information pertaining to the phasing in of condominium units for this condominium, please refer to paragraph 47 of this declaration and paragraph 27 of the prospectus; or
- b. As a separate and distinct condominium from the condominium, with the governing entity conducting the affairs of the condominium being the association, which is the same condominium association that governs the affairs of The Hamptons West, a Condominium; or

- c. As a separate and distinct condominium with its own separate and distinct condominium association; or
- d. Such other condominium plan as the developer of The Hamptons future development land may determine in its own discretion, pursuant to and in accordance with the laws of the State of Florida.

This declaration contains full information concerning the plan and development of the condominium, and may sometimes relate to the plan and development of other properties and/or improvements in the complex. It should be understood, however, that the Developer does not warrant or represent any matters other than as stated for the development and operation of the condominium.

42. Developer's Right to Continue Construction. Developer reserves the inalienable right to complete the construction of the complex and any recreational areas for the complex, notwithstanding that a purchaser of any unit has closed title.

43. The Cabana Units. The condominium has twenty (20) cabana units which shall be used for the purpose of cabanas generally used in swimming pool areas in Dade County, Florida, subject to rules and regulations promulgated by the association. There shall be ten (10) cabana units designated as Cabana I units and ten (10) cabana units designated as Cabana II units. Each cabana unit owner shall be responsible for his share of the common expenses, as shown in the estimated operating budget and schedule of unit owners' expenses thereof. Furthermore, each cabana unit shall have its own electrical meter and the cabana unit owner shall be responsible for the payment of all electricity charges accruing to his cabana. As to cabana units only, the sale, leasing, transfer, conveyance or devise of same are restricted to parties who are residential condominium unit owners or lessees of this condominium. However, in the event that a deed has not been recorded on or before July 31, 1984 to a third-party purchaser for each and every available cabana unit, then, in such event, the preceding restriction requiring ownership of cabana units to be vested in unit owners or their lessees within the condominium shall be void. Owners of cabana units shall be members of the association, but shall not have any voting rights in the condominium association unless such owner also owns a residential condominium unit. In such event, the ownership of a cabana unit shall not increase the vote which said residential condominium unit owner would otherwise have.

The provisions of this paragraph 43 are paramount to and superior to the provisions of paragraphs 9, 12 and 16 of this declaration as to the matters set forth in this paragraph.

44. Accessways, Guardhouse and Security Gate Easement, Use and Maintenance Agreement. The unit owners of the condominium shall have a non-exclusive accessways easement for ingress and egress over the lands described in exhibit "D" attached hereto and made a part hereof as created by The Hamptons accessways, guardhouse and security gate easement, use and maintenance agreement which is attached hereto as exhibit "E". The agreement also provides for the construction, upkeep, maintenance, repair and replacement of a security gate and guardhouse. The term of said accessways, guardhouse and security gate easement, use

and maintenance agreement is perpetual and after the construction of the accessways and guardhouse, the unit owners in this condominium and in the complex, as the case may be, shall share the expenses for the use, maintenance, upkeep, expansion, replacement and repair of the accessways and guardhouse, pursuant to and under the accessways, guardhouse and security gate easement, use and maintenance agreement which expenses include, but are not limited to, real property taxes, upkeep, repair, replacement, maintenance, insurance, utilities, landscaping and lighting expenses. The portion of the foregoing expenses attributable to the condominium association(s) shall be borne by the unit owners of the condominium(s) as a portion of their monthly maintenance assessments and are deemed common expenses of the condominium(s).

Unit owners are required to pay their share of the costs and expenses of maintenance, management, expansion, upkeep, repair and replacement of facilities in accordance with the terms of the accessways, guardhouse and security gate easement, use and maintenance agreement.

There is a lien or lien right against each unit to secure the payment of assessments or other extractions coming due for the use, maintenance, upkeep, management, replacement, expansion or repair of the real properties and improvements thereon under the accessways, guardhouse and security gate easement, use and maintenance agreement. The unit owner's failure to make these payments may result in the foreclosure of the lien.

For complete and full information concerning the foregoing statements, please refer to exhibit "E" hereto.

The accessways, guardhouse and security gate easement, use and maintenance agreement also subjects The Hamptons complex land to certain restrictions and easements more fully described herein. Ownership of the access road land is, subject to the terms of exhibit "E" hereto, or will be in the developer who must, pursuant to the agreement, convey the access road land (or a portion thereof) together with improvements thereon to specified grantees upon the occurrence of various contingencies set forth in the agreement. The foregoing conveyance shall be for no dollar consideration. The unit owners of the condominium(s) and the association(s) takes subject to all of the terms, conditions, easements, covenants and provisions of said accessways, guardhouse and security gate easement, use and maintenance agreement and said agreement is deemed a covenant running with the land.

45. Recreational Land Use Agreement. Subject to the provisions of this declaration and pursuant to Section 718.114, Florida Statutes, the association has entered into the recreational land use agreement ("recreational land use agreement"), with the developer. The recreational land use agreement is attached hereto as exhibit "F". Pursuant to the said recreational land use agreement, the association has acquired an interest in and to the recreational facilities, lands and improvements

described thereunder including the right to use the same until such time as such recreational facilities, lands, and improvements are conveyed as provided by the terms thereof. In accordance with Section 718.114, supra, and the recreational land use agreement, all monies due and to become due under the provisions of the recreational land use agreement for the full term of said agreement, and upon the conveyance of the ownership of the recreational lands facilities and improvements, are declared to be common expenses of the condominium.

The developer and the association, by their execution of this declaration, and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the recreational land use agreement is attached to this declaration, and may have been recorded in the Public Records subsequent or simultaneous to the recording of this declaration, that said recreational land use agreement shall be deemed to have been recorded in the public records prior to the recording of this declaration.

Each unit owner agrees to be bound by the terms and conditions of said recreational land use agreement and agrees to make payment to the association of his share of the monies due, pursuant to and in the amount or proportion, or percentage amount, if so stated, as specified in the recreational land use agreement and this declaration. It shall be mandatory for each unit owner to make his pro rata payments of the foregoing expenses, as assessed by the condominium association, as part of the common expense, regardless of whether or not said unit owner uses the recreational facilities.

Neither the recreational facilities, lands, and improvements described under the recreational land use agreement shall be deemed a part of the condominium property of the condominium created by virtue of this declaration.

The recreational land use agreement will permit each owner or lessee of each unit in the complex to have the right, privilege, access, and use of the recreational facilities thereunder. The recreational land use agreement has been entered into for the use and benefit of all unit owners in this condominium and the lessees or unit owners of all other condominiums or rental type apartment buildings in the complex.

Each unit owner in this condominium and each unit owner or lessee in all other buildings in the complex shall be entitled to the use and enjoyment of the recreational facilities under the recreational land use agreement, subject to the rules and regulations as promulgated by the association. However, all such rules and regulations shall be subject to the approval of the developer.

In order to secure the faithful performance of the association's obligation to the developer under the recreational land use agreement, each unit owner shall pledge and grant a lien upon his full interest in the subject condominium in favor of

the developer and association as set forth in the recreational land use agreement, which lien shall be effective only upon the recordation thereof as described in the recreational land use agreement.

The recreational land use agreement may be amended by an instrument in writing, executed by the developer and the association, by and through its board of directors, except there shall be no amendment affecting the recreational land use agreement which would impair the rights of unit owners to the use and enjoyment of the recreational facilities, without the unit owners so affected, and all record owners of institutional first mortgagees thereon, joining in the execution of said amendment. The aforesaid amendment shall be duly recorded in the Public Records of Dade County, Florida, and the recording of said amendment shall constitute an amendment to this declaration as to the provisions herein relative to the recreational land use agreement. No amendment, as set forth in this paragraph, shall change the provisions of the recreational land use agreement or this declaration with respect to institutional first mortgagees, unless such institutional mortgagees join in the execution of such amendment. The board of directors of the condominium association is empowered and authorized, without the approval of the unit owners, to amend the recreational land use agreement and this declaration subject to the limitations of this paragraph. This paragraph is paramount to and supersedes paragraph 23 of this declaration as to the matters set forth in this paragraph.

It is specifically recognized that the developer may control the original board of directors and officers of the association and that such circumstances shall not, and cannot, be construed or considered as a breach of his duties to the association nor as possible grounds to invalidate such recreational land use agreement in whole or in part.

Whenever any of the provisions of the recreational land use agreement shall be in conflict with the provisions of this declaration, then the provisions of the recreational land use agreement shall be controlling.

Each unit owner, his heirs, personal representatives, successors, and assigns, shall be bound by the recreational land use agreement to the same extent and effect as if he had executed said recreational land use agreement for the purpose therein expressed, including but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of the recreational land use agreement by the association;
- b. Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in the recreational land use agreement;

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c. Ratifying, confirming, and approving each and every provision of the recreational land use agreement and acknowledging that all of the terms and provisions thereof, are reasonable;

d. Agreeing that the persons acting as directors and officers of the association in the acquisition of such interest under the recreational land use agreement have not breached any of their duties or obligations to the association;

e. Subjecting all of his right, title and interest in his condominium parcel and tangible personal property therein to the lien rights granted to the developer and the association under the said recreational land use agreement.

In the event, at the time the lands, facilities and improvements described in the recreational land use agreement are to be conveyed to the association, there remains a mortgage encumbering said recreational lands, facilities and improvements, the developer shall take the necessary steps to pay in full and satisfy said encumbering mortgage and convey said recreational lands, facilities and improvements to the association free and clear of mortgages.

The recreational land use agreement is set forth in full in exhibit "F" to this declaration. The improvements that may be constructed upon the recreational lands are described on the site plans for The Hamptons recreational lands - part I, exhibit "H" to this declaration, The Hamptons recreational lands - part II, exhibit "J" to this declaration, and The Hamptons recreational lands - part III, exhibit "L" to this declaration. However, for a complete discussion of the plan of development of these recreational lands and contingencies relative thereto, the recreational land use agreement, exhibit "F" hereto, should be examined.

46. Commercial Unit. The developer is the owner of the commercial unit which is located in the condominium as set out in plot plan, survey and graphic descriptions, which is exhibit "B" to this declaration. Developer shall have the following rights with respect to said commercial unit, free of the provisions of paragraph 18 hereinbefore of this declaration:

a. Developer, its successors and assigns shall have the right to operate, occupy, lease or rent for its or their own benefit all or a portion of said commercial unit to persons, firms or entities as well as the general public. Should the developer rent or lease space in the commercial unit, the developer shall also have the right to partition the unit as it deems necessary to fulfill the objective of this paragraph.

b. Developer, without the consent of the association, shall have the right to sell, convey, or lease the commercial unit to any persons, firms or other

entities engaged in commercial enterprises, and the developer's successors and assignees shall likewise have the full and unrestricted right to sell, lease and convey the commercial unit without the consent of the association. In connection with the foregoing, developer shall also have the right to partition and divide the commercial unit into two (2) or more commercial units and, from time to time, sell and convey same to such persons, firms, or entities as it may so desire. In the event developer elects, from time to time, to divide the commercial unit into two (2) or more commercial units, then developer shall have the right to do so and to create the restructured commercial unit by filing among the Public Records of Dade County, Florida, an appropriate amendment or amendments to this declaration as will serve to create the restructured commercial unit under Florida law, and said amendment need be executed solely and only by the developer, its successors and assigns, and all institutional mortgagees of the restructured unit. Said amendment or amendments shall expressly set forth the share, expressed as a percentage, of the common elements, common expenses and common surplus that will be appurtenant to said restructured commercial unit; provided, however, that the total of said shares shall be the same as that which is appurtenant to the commercial unit as presently set forth in exhibit "J" annexed to this declaration. All proceeds from the sale of the commercial unit shall accrue solely to the benefit of the developer, its successors and assigns. The grantee or grantees of the restructured commercial unit from the developer shall be obligated to the association only for that particular unit's share of the common expenses of the condominium as shall be established in the amendments to this declaration creating said restructured commercial unit.

c. Developer shall have the right at any time, without the obligation to do so, to execute a deed of conveyance transferring title to the commercial unit or a portion of said unit to the association, and the association shall be required to accept title thereto; and upon such transfer of title, the association may use said unit for such purposes as it deems fit, provided said use is lawful. Upon the execution and recording of said deed of conveyance, the developer shall no longer be responsible for the payment of any portion of the common expenses of the condominium attributable to the commercial unit or such portion of same that has been conveyed to the association.

d. In order to provide access to the commercial unit from the private road abutting the condominium property, the developer and his nominees, invitees, grantees, successors and assigns, shall have an easement for access over or through those portions of the common elements of the condominium customarily used for pedestrian traffic, including driveways, walkways, lobby areas, elevators, stairways, halls and corridors, together

with the use of same. The foregoing easement for access shall remain in existence, without restriction by other unit owners or the association, and said easement shall be in addition to all such other rights of access as any owner of a condominium unit may have in a condominium under the Florida law or pursuant to this declaration.

- e. The developer, or the lessee or owner of the commercial unit, shall be the sole judge and have sole discretion as to the size, contents, style, amounts, plans and specifications of any improvements and/or equipment and personalty that may be contained in the commercial unit, as well as be the sole judge and have sole discretion as to the type or style of operation of said commercial unit. The developer, lessee or owner of the commercial unit may, from time to time and at any time, without notice to any party whatsoever, remove or change or alter any improvement, personalty, or equipment or mode of operation of the commercial unit. The foregoing shall include, but not be limited to, the right to operate and conduct business therein within such business hours as the developer, lessee or owner of the commercial unit shall solely determine. All proceeds, rents, revenue, profits and income from the operation of the commercial unit shall belong to and be the sole property of the developer or its owner or lessee, as the case may be.

47. Provisions for a Phase Condominium. The condominium may be a part of a phase project, pursuant to and in accordance with the condominium act of the State of Florida, and in the event the developer elects to add phases to this condominium, as hereinafter described, then a complete description of the phasing is as follows:

- a. In the event of phasing as hereinafter described, then this condominium as originally submitted under this prospectus will sometimes be referred to as "Phase I." In addition to Phase I, there may be an additional one (1) phase to this condominium as hereinafter described.
- b. Attached hereto as exhibit "S" is a plot plan and survey of the land on which a phase to this condominium may become a part of the condominium and upon which improvements may be built. In the event the land as shown on exhibit "S" is phased in as part of this condominium, then that portion of the condominium may be referred to as "Phase II." Attached hereto as exhibit "T" is a description of the number, type and general description of units to be included in "Phase II" in the event the land as shown on exhibit "S" is phased in as part of the condominium.
- c. Phase II is contemplated to include one (1) multi-unit building (sometimes referred to as "Tower II"), a club facility and townhouses, in total containing three hundred ninety-eight (398) condominium units; however, in no event will the total number of units within "Phase II" exceed four hundred forty-eight (448) condominium units. Of the three hundred ninety-eight (398) units contemplated, three hundred sixty-one (361) will be

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residential units, three (3) will be commercial units, sixteen (16) will be hotel units (see paragraph 48 of this declaration for further information on hotel units) and eighteen (18) will be cabana units, together with all common elements and improvements appurtenant thereto.

d. Each of the unit owners shall own an undivided fractional interest in the common elements and limited common elements.

In the event Phase II is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to Phase I and Phase II shall be as more particularly set forth in exhibit "V" to this declaration.

The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in and to the common elements, said undivided fractional interest in the common elements to be deemed to be conveyed with and encumbered with its respective condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided fractional interest in the common elements appurtenant to each unit shall be null and void. The term "common elements," when used throughout this prospectus, shall mean both common elements and limited common elements. Any common surplus and all common expenses pertaining to the association shall be owned by and shared by each of the unit owners, as the case may be, in the same proportion as their percentage ownership interest in the common elements.

e. In the event of any additional phase being added to this condominium, there shall not be any additional recreational areas and facilities or personal property to be provided by the developer other than those described herein.

f. Developer, its successors or assigns, have no obligation or responsibility to cause any additional phase or its improvements to be constructed. In the event an additional phase is added as part and parcel of this condominium, then the developer of such phase added shall be the sole judge and have sole discretion of the size, content, style, amounts and plans and specifications of said additional phase and all of its improvements, amenities, equipment and personalty, provided that same is in accordance with the provisions of this paragraph.

g. In the event Phase II is added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit in Phase I and Phase II shall be one (1) vote per unit. It is the intention herein that in the event Phase II is added, the membership in the association shall increase by the additional units as added in Phase II and that each of said units shall have one vote per unit and that Phase I unit owners shall each have one vote per unit, for a total for both Phases I and

II of 723 voting units. In the event Phase II is not added and developed as part of the condominium, then the membership vote and ownership in the association shall be one vote per unit for Phase I unit owners only, as same exists pursuant to and under the prospectus. Whenever reference is made herein to voting rights "per unit" it is intended to refer to all units except "cabana units."

h. The time period within which Phase II must be completed, in the event the developer elects to add Phase II, is on or before December 31, 1987.

i. Time-share estates will not be created with respect to units in any phase.

j. Upon substantial completion of the construction of Phase II, and the developer of such phase elects to phase in such phase to this condominium, then the developer of that phase shall file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation and record among the Public Records of Dade County, Florida, a survey prepared by a surveyor authorized to practiced in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act of the State of Florida. Said certificate shall state that the construction of the improvements for Phase II is substantially complete and is an accurate representation of the location and dimensions of the improvements.

k. Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to the declaration adding any phase to the condominium shall not require the execution of such amendments or consents thereto by unit owners, mortgagees, lienors or the association; however, such amendments shall require the execution or consent thereto by the developer of this condominium, as well as the developer of the phase being added, in the event that the developer of the phase being added is other than the developer of this condominium.

l. The developer of Phase II may be the developer of this condominium and/or the nominee, designee, assignee or successor in whole or in part, of the developer, all as described in paragraph 41 of this declaration.

48. The Hamptons Club. The developer contemplates the construction of certain recreational facilities upon The Hamptons recreational lands - part III, which construction shall be completed no later than December, 1987, and which shall be known as The Hamptons club (the "club"). In the event the developer, its successors or assigns, decides to create additional condominium units on The Hamptons future development land and said units are structured as part of a phase condominium to The Hamptons West, a Condominium, a building sometimes referred to as Tower II shall be built on the future development land and the club shall be structurally connected to

Tower II and, accordingly, the club shall become a common element of this condominium. In the event the developer, its successors or assigns, decides to create additional condominium units on The Hamptons future development land and said units are structured as part of a separate and distinct condominium, the developer, its successors or assigns, shall subsequently determine whether the club shall be constructed as a free standing structure or shall be structurally connected to the separate and distinct condominium. Whether the club is structurally connected to a separate and distinct condominium or is a free standing structure, so long as it is not part of a phase to this condominium, the club shall become part of the recreational land use agreement. In the event developer, its successors or assigns, decides neither to create condominium units as part of a phase condominium to The Hamptons West, a Condominium, nor to create condominium units as part of a separate and distinct condominium, the club shall be constructed as a free standing structure and, in such event, will become part of the recreational land use agreement and, in the event the club becomes part of the recreational land use agreement, the developer shall retain the right to use appropriate portions of said facility for display models, sales offices, administrative offices, etc.

As a common expense, there is a lien or lien right against each unit to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep or repair of The Hamptons club. The unit owner's failure to make these payments may result in foreclosure of the lien. If the club becomes part of the recreational facilities governed by the recreational land use agreement, the unit owners are required to pay their share of the costs and expenses of the maintenance, management, upkeep and replacement of facilities under the recreational land use agreement.

It is anticipated that the club will contain approximately 29,000 square feet under roof. In the event the club is structurally connected to a building (Tower II) upon the future development land, then it is contemplated that sixteen (16) hotel condominium units shall be constructed within Tower II and the club (these hotel condominium units shall be for the sole benefit of owners of the hotel condominium units within The Hamptons complex, their lessees or guests). The location of the aforementioned hotel condominium units shall be as follows: three (3) units shall be located on the third level of the club; eight (8) units shall be located on the mezzanine level of Tower II; and five (5) units shall be contained within the corridor connecting Tower II and the club. (For ease of reference throughout this prospectus and the declaration, however, all sixteen (16) hotel condominium units are sometimes referred to as being within the club.) For further amplification of the rules and regulations which will govern the use of the club and these hotel condominium units, please refer to exhibit "Q" of the declaration.

In the event the club is structurally connected to a building upon the future development land, it is contemplated that the club shall contain a restaurant and cocktail lounge. In the event the club is constructed as a free standing structure, a restaurant and lounge will only be contained within the club upon receipt of prior approval of appropriate governmental authorities. The developer, its successors or assigns, will not be responsible for obtaining said governmental approvals.

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Hotel condominium unit guests shall have full access to, and use of, all club and recreational facilities of this condominium.

49. Security System. For the safety and security of all condominium unit owners on The Hamptons complex, a security system shall be instituted by the developer. The following is a brief outline of the security system:

- a. Residents will receive coded cards for use at entry roads and doors into the building.
- b. Residents must maintain telephone service at all times in their unit and shall advise the association and gatehouse employees of their telephone number in order that the security guards may announce all guests from the gatehouse.
- c. No guests will be permitted on site unless a resident approves the guest or has left the guest's name at the gatehouse or management office.
- d. Non-residents will receive a parking entry permit. All guests must have their car parked by the valet service.

50. Tennis Tournament. Developer hereby reserves the right to sponsor tennis tournaments twice a year on the tennis courts which may be constructed on The Hamptons recreational lands - part II, providing the developer serves written notice of the same to the association by certified mail at least ten (10) days prior to any such tournament. No tournament shall last longer than seven (7) days. The general public shall be permitted to attend these tournaments. The developer reserves the right to sponsor said tournaments for a period of five (5) years following completion of the tennis courts and related facilities and, accordingly, the developer hereby retains the right to conduct any activity normally associated with the sponsoring of a tennis tournament including, but not limited to, promotional activity, publicity, sales and concessions. The foregoing shall not be construed as an obligation on the part of developer to sponsor any tennis tournaments.

For further information concerning the tennis courts, please refer to rules and regulations for the tennis courts (exhibit "R" to this declaration).

51. Boat Slips. In the event Marina "A" and Marina "B" are constructed upon the recreational lands within the complex, provisions must be made for the use of the contemplated boat slips. The use of boat slips is subject to the rules and regulations as may be promulgated by the association from time to time. The association may lease boat slips to unit owners or their lessees on a first come basis to exclusion of other unit owners and charge a reasonable rental therefor and execute lease agreements for same on such terms and conditions as the association deems best. In addition to said

rental fee, the boat slip lessee shall be responsible for any additional charges incurred as a direct result of his usage of the slip. Upon the expiration of the rental period, the lessee of the slip shall be given the preferential right to renew his lease if said lessee is a member is good standing.

52. Miscellaneous Provisions.

- a. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities or by the abandonment of his unit.
- b. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by regular mail (not certified or registered mail) addressed to such unit owners at their place of residence in the condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the association shall be given by the affidavit of the person mailing or delivering said notices. All notices required or desired hereunder, or under the by-laws to the association, shall be sent by certified mail (return receipt requested) to the association c/o its office at the condominium or to such other address as the association may hereafter designate from time to time by notice in writing to all unit owners. All notices to mortgagees of units and the developer shall be sent by certified mail (return receipt requested) to their respective addresses, or as designated by them from time to time, in writing to the association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

Notwithstanding any other provision of this paragraph 52b, notice for the annual meeting of unit owners shall be in writing and shall be sent by mail to each unit owner unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail. Written notice of the annual meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

Notices required to be given the personal representative of a deceased unit owner or devisee, when there is no personal representative, may be delivered, either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

- c. Nothing hereinabove set forth in this declaration shall be construed as prohibiting the developer or board of directors of the association from removing or authorizing the removal of any party wall between any units in order that the said units might be used together as one integral unit. In such event, all assessments, voting rights and the share of the common elements shall be calculated as originally designated on the exhibits attached to this declaration, notwithstanding the fact that several units are used as one, to the intent and purposes that the unit owner of such

combined units shall be treated as the unit owner of as many units as have been so combined.

d. The captions used in this declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this declaration or exhibits hereto annexed.

e. All unit owners and the developer and its assigns are hereby granted easements for purposes of ingress and egress over all common elements intended for such purposes.

f. Notwithstanding the fact that the present provisions of the condominium act of the State of Florida are incorporated by reference and included herein, the provisions of this declaration and exhibits attached hereto shall be paramount to the condominium act as to those provisions where permissive variances are permitted; otherwise, the provisions of said condominium act shall prevail and shall be deemed incorporated therein.

g. No provisions contained in this declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

h. Wherever the signature of the president of the association is required hereunder, the signature of a vice-president may be substituted therefor, and whenever the signature of the secretary of the association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the association in two separate capacities.

i. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this declaration, the exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, HAMPTONS DEVELOPMENT CORP. OF DADE has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 30th day of October, 1984.

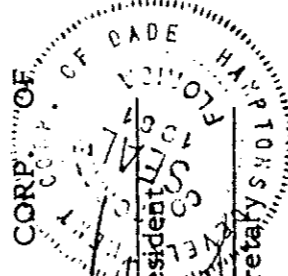
Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

HAMPTONS DEVELOPMENT CORP. OF DADE, a Florida corporation

By: [Signature]
GERALD MONTER, President

Attest: [Signature]
ELLIOT MONTER, Secretary



(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF DADE : SS.

I HEREBY CERTIFY that on this day personally appeared before me GERALD MONTER and ELLIOT MONTER, president and secretary, respectively, of HAMPTONS DEVELOPMENT CORP. OF DADE, a Florida corporation, to me known to be the persons who signed the foregoing declaration, as such officers, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.



WITNESS my hand and official seal at North Miami Beach, Dade County, Florida, this 30th day of October, 1984.

My Commission Expires:

Notary Public, State of Florida or Large
My Commission Expires March 1985

HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this declaration and exhibits attached hereto.

IN WITNESS WHEREOF, Hamptons West Condominium Association, Inc., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 30th day of October, 1984.

Signed, sealed and delivered in the presence of:

Elliot Monter By: *Elliot Monter, President*
Patricia A. Thomas Attest: *Henry Roloff, Secretary*
HENRY ROLOFF, Secretary

CORPORATE SEAL

STATE OF FLORIDA :
COUNTY OF DADE : SS.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared ELLIOT MONTER and HENRY ROLOFF, well known to me to be the president and secretary, respectively of HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 30th day of October, 1984.

My Commission Expires:



Patricia A. Thomas
Notary Public, State of Florida at Large

JOINDER AND CONSENT OF MORTGAGEE

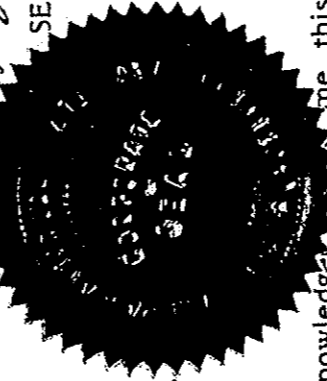
THE CHASE MANHATTAN BANK, a national association, being the holder of that certain mortgage, dated the 28th day of January, 1982, filed for record the 1st day of February, 1982, in Official Records Book 11339, at Page 775, and that certain mortgage dated the 4th day of November, 1982, filed for record the 9th day of November, 1982, in Official Records Book 11611, at Page 75, of the Public Records of Dade County, Florida, said mortgages being modified by that certain Mortgage Modification and Spreader Agreement dated the 4th day of November, 1982 and filed for record the 9th day of November, 1982, in Official Records Book 11611, at Page 104, and that certain mortgage dated the 4th day of November, 1982, and filed for record the 9th day of November, 1982, in Official Records Book 11611, at Page 111, all of the Public Records of Dade County, Florida, hereby consents to the filing of the foregoing declaration of condominium, in accordance with the applicable provisions of Florida Statutes, Chapter 718.

Signed, sealed and delivered
in the presence of:

THE CHASE MANHATTAN BANK, N.A.

Robert F. Schlein
By Robert F. Schlein

By Robert Lopez
Vice-President
(SEAL)

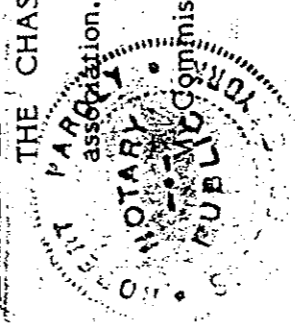


STATE OF NEW YORK :
COUNTY OF NEW YORK :

SS.

The foregoing instrument was acknowledged on this 30th day of OCTOBER, 1984, by ROBERT LOPEZ, Vice-President of

THE CHASE MANHATTAN BANK, a national association, on behalf of said



Robert Paroly
NOTARY PUBLIC
(State of New York)

ROBERT PAROLY
NOTARY PUBLIC, State of New York
No. 41-8283570
Qualified in Queens County
Commission Expires March 30, 1986