



CFN 2014R0710954
DR Bk 29347 Pgs 2557 - 2610; (54pgs)
RECORDED 10/14/2014 10:24:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by, or under the supervision of
(and after recording, return to):

Russell M. Robbins, Esq.
Mirza Basulto & Robbins, LLP
14160 N.W. 77th Court
Suite 22
Miami Lakes, Florida 33016-1506
(305) 722-8900 telephone
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(Reserved for Clerk of Court)

**CERTIFICATE OF ADOPTION OF REVIVED DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR CALUSA POINT**

WE HEREBY CERTIFY THAT the attached revived Declaration of Restrictions and Protective Covenants for Calusa Point, as initially described in Official Records Book 10922, Page 2921, of the Public Records of Palm Beach County, Florida was duly adopted in accordance with the governing documents and Chapter 712, *Florida Statutes*.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of October, 2014, at Miami, Miami-Dade County, Florida.

By:

Sharon Lopez
Dr. Sharon Lopez, President

Attest:

Belen Perez
Belen Perez, Treasurer

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The forgoing instrument was acknowledged before me this 11th day of October, 2014 by Dr. Sharon Lopez, as President and Belen Perez, as Treasurer of Calusa Point Association, Inc., a Florida corporation, on behalf of the corporation, who [X] is/are personally known to me or [] has/have produced a valid notary's license as identification.



Notary Public - State of Florida

Printed Name:

Russell M. Robbins Esq.

Commission Expires: October 17, 2017

(Seal)

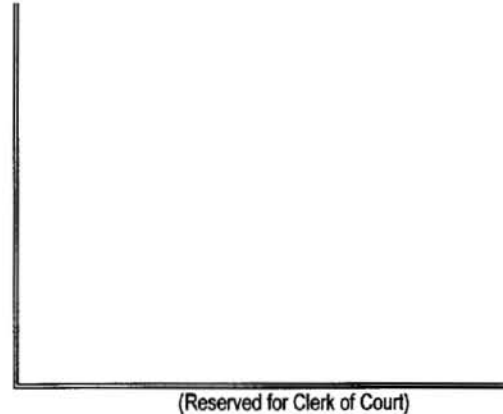
Legal Description of Each Parcel

Lots 1 through 8, Block 1; Lots 1 through 7, Block 2; Lots 1 through 7, Block 3; Lots 1 through 7, Block 4; Lots 1 through 7, Block 5; Lots 1 through 7, Block 6; Lots 1 through 7, Block 7; Lots 1 through 7, Block 8; Lots 1 through 7, Block 9; Lots 1 through 7, Block 10; Lots 1 through 6, Block 11; Lots 1 through 6, Block 12; Lots 1 through 7, Block 13; Lots 1 through 7, Block 14; Lots 1 through 7, Block 15; Lots 1 through 7, Block 16; Lots 1 through 7, Block 17; Lots 1 through 7, Block 18; Lots 1 through 7, Block 19; Lots 1 through 7, Block 20; Lots 1 through 7, Block 21; Lots 1 through 7, Block 22; Lots 1 through 7, Block 23; Lots 1 through 6, Block 24; Lots 1 through 7, Block 25; Lots 1 through 8, Block 26; Lots 1 through 7, Block 27; Lots 1 through 7, Block 28; Lots 1 through 8, Block 29; Lots 1 through 7, Block 30; Lots 1 through 8, Block 31; Lots 1 through 7, Block 32; Lots 1 through 7, Block 33; Lots 1 through 7, Block 34; Lots 1 through 7, Block 35; Lots 1 through 7, Block 36; Lots 1 through 7, Block 37; Lots 1 through 7, Block 38; and Lots 1 through 7, Block 39, CALUSA POINT, according to the Plat thereof, as recorded in Plat Book 116, Page 14, of the Public Records of Miami-Dade County, Florida.

Encl. (Plat of Calusa Point, as recorded in Plat Book 116, Page 14, of the Public Records of Miami-Dade County, Florida.)

This instrument prepared by, or under the supervision of
(and after recording, return to):

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**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
CALUSA POINT**

A portion of the North 1/2 of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the North 1/4 corner of said Section 2; thence South 89°42'02" West, along the North line of the Northwest 1/4 of said Section 2, for 35.00 feet; thence due South, along a line parallel with and 35.00 feet West of, as measured at right angles to, the East line of the Northwest 1/4 of said Section 2, for 55.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue due South, along the prolongation of the last described course, for 527.86 feet to a point of curvature; thence Southeasterly, along a circular curve to the left having a radius of 200.00 feet and a central angle of 31°46'31" for an arc distance 110.92 feet to a point of tangency; thence South 31°46'31" East, for 122.87 feet to a point on a curve (said point bears North 35°29'29" West, from the center point of the next described curve); thence Southwesterly, along a circular curve to the left, having a radius of 540.00 feet and a central angle of 21°00'31", for an arc distance of 198.00 feet to a point of reverse curvature; thence continue Southwesterly, along a circular curve to the right, having a radius of 1,035.00 feet and a central angle of 20°45'00", for an arc distance of 374.83 feet to a point of compound curvature, thence Westerly, along a circular curve to the right, having a radius of 290.00 feet and a central angle of 53°45'00" for an arc distance of 272.05 feet to a point of reverse curvature; thence Westerly, along a circular curve to the left, having a radius of 820.00 feet and a central angle of 21°14'22", for an arc distance of 303.97 feet to a point of compound

curvature; thence continue Westerly, along a circular curve to the left, having a radius of 1,530.00 feet and a central angle of 15°33'25" for an arc distance of 415.43 feet to a point on said curve (said point bears North 18°47'47" West from the center point of the last described curve), said last mentioned five courses being coincident with the boundary of "CALUSA CLUB ESTATES", according to the plat thereof, as recorded in Plat Book 100, Page 41, of the Public Records of Miami-Dade County, Florida; thence North 00°01'10" East, along a line parallel with the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 2, for 616.60 feet; thence South 89°42'24" West, along the South line of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 2, for 21.75 feet; thence North 00°04'38" East, along the West line of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 2, for 605.54 feet (last mentioned three courses being coincident with the Easterly boundary of "SEVENTH ADDITION TO CALUSA CLUB ESTATES", according to the Plat thereof, as recorded in Plat Book 105, Page 13, of the Public Records of Miami-Dade County, Florida); thence North 89°42'02" East, along the Southerly right-of-way line of North Kendall Drive, for 1,286.52 feet to the Point of Beginning. Lying and being in Miami-Dade County, Florida.

ALSO KNOWN AS the Plat of CALUSA POINT, in accordance with the Plat thereof, as recorded in Plat Book 116, Page 42, of the Public Records of Miami-Dade County, Florida.

DACO DEVELOPMENT, INC., a Florida corporation, the original developer, heretofore recorded the covenants, restrictions, reservations and servitudes on the foregoing described lands in Official Records Book 10922, at Page 2921, in the Public Records of Miami-Dade County, Florida (hereinafter defined as "Previous Declaration"). Those covenants, restrictions, reservations and servitudes expired pursuant to Chapter 712, *Florida Statutes*, also known as the Marketable Record Title Act.

The organizing committee for CALUSA POINT consisting of:

Dr. Sharon Lopez 13311-D S.W. 88th Terrace Miami, Florida 33186-1530 (786) 718-1622	Aimee Silveyra 13340-B S.W. 90th Terrace Miami, Florida 33186-1718 (786) 718-1622	Belen Perez 13301-G S.W. 88th Terrace Miami, Florida 33186-1681 (786) 718-1622
Jorge Kidd 13361-A S.W. 88th Terrace Miami, Florida 33186-1781 (786) 718-1622	Bruce Leavitt 13360-G SW 89th Terrace Miami, Florida 33186-1605 (786) 718-1622	

does hereby submit the covenants, restrictions, reservations and servitudes for CALUSA POINT for revival pursuant to §720.403, *Florida Statutes* hereinafter defined as the "Revived Declaration".

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

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

(additions indicated by underlining, deletions by "----",

and unaffected language by "...")

THIS DECLARATION is made this 6th day of October, 1980, by DACO DEVELOPMENT, INC., a Florida corporation authorized to do business in Florida, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

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

(a) "Association" shall mean and refer to the Calusa Point Association, Inc., a Florida corporation not for profit, which is to be incorporated.

(b) "The Properties" shall mean and refer to all such existing properties, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Access Area" shall mean and refer to the portion of each lot that is subject to the easement for ingress and egress and for the installation and maintenance of public utilities as shown on the Plat of Calusa Point and also to that portion of Tracts A and B used for purposes of ingress and egress and roadways.

(d) "Certified Professional" means a person who possesses a certificate of completion in the Florida Green Industries Best Management Practices.

(e) "Common Areas" shall mean and refer to Tracts A and B as shown on said Plat of Calusa Point, together with any improvements thereon, including without limitation all commonly owned recreational facilities, open space, off-street parking areas, private streets, sidewalks and streets lights.

(f) "Florida-Friendly LandscapingTM" means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance.

(g) "Florida Green Industries Best Management Practices" includes those practices defined in the most recent version of the Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries.

(h) "Homeowner" includes an owner of a Lot or Parcel.

(i) "Lot" shall mean and refer to any lot described in Article II hereof and any lot shown upon any resubdivision thereon.

(j) "Low Impact Development" or "LID" is development that utilizes stormwater control techniques to control rainfall runoff by utilizing decentralized controls (such as pervious pavement, green roofs, vegetated swales, and infiltration trenches) by allowing water to infiltrate, filter, store, evaporate, percolate and detain, as appropriate, in place using biophysical characteristics of a property.

(k) "Managed Areas" includes any areas managed but not owned by the Association.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(m) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(n) "Surface Water Management System" or "SWMS" is defined as the system, which is in place to regulate and control the flow of surface water. The SWMS incorporates methods and facilities to reduce impervious surface, disconnect impervious surfaces, infiltrate, convey, collect, store, retain, detain, absorb, inhibit, treat, use and/or reuse storm water to prevent flooding, overdrainage, environmental degradation and water pollution. The SWMS includes land, easements, improvements, facilities, Low Impact Development elements, and appurtenances.

(o) "University of Florida Institute for Food and Agricultural Sciences" or "UF/IFAS" is a federal-state-county partnership dedicated to developing knowledge in agriculture, human and natural resources, and the life sciences, and enhancing and sustaining the quality of human life by making that information accessible. UF/IFAS maintains a website at <http://www.ifas.ufl.edu> and at the website "Solutions for Your Life" at <http://solutionsforyourlife.ifas.ufl.edu/>.

ARTICLE II

Property Subject to this Declaration; Additions Thereto

Section 1. Legal Descriptions. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida, and is more particularly described as all of Calusa Point as recorded in Plat Book 116, Page 42, of the Public Records of Dade County, Florida, all of which real property shall hereinafter be referred as "The Properties". Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association as provided in its Articles of Incorporation, its properties, right and obligation may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidation association may administer the covenants and restrictions established by this Declaration within The

Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner or a fee or undivided fee interest in any Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance or any obligation shall not be a member of said Association.

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

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. The Class A Member shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the Vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B Member shall be entitled to elect a majority of the Board of Directors, provided that the Class B Membership shall cease and terminate when the last Lot within The Properties has been sold and conveyed by the Developer.

Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of such association until such time as the Developer no longer holds the title to any portion of said Properties, but in no event shall said Developer control extend beyond December 31, 1985.

ARTICLE IV

Property Rights in the Access Areas

Section 1. Members Easements. Each Member of the Association, and each tenant, agent, invitee and institutional mortgagee of such member, shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the drive-ways from time to time laid out on the Access Areas, for use in common with all other such Members, their tenants, agents, invitees and institutional mortgagees. The portion of Tracts A and B and the Access Areas of the Lots not used from time to time for driveways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such properties and for the use of the same as common space in such manner as may be regulated by the Association.

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

Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, the paving, drainage structures, street lighting fixtures and appurtenances, landscaping (if any) and other structures (except utilities) situated on the Access Areas, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI.

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on the Plat, shall be in accordance with the applicable provisions of this Declaration.

Section 5. Ownership of Tracts A and B. Each Tract constituting part of the Access Areas, the Developer, or its successors and assigns, shall convey and transfer the record fee simple title thereto to the Association, and the Association shall accept such conveyance. Beginning from the date of such conveyance of each Tract, the Association shall be responsible for the payment of taxes assessed against each of said parcels named above which are owned by it and any improvements and personal property on such parcels, which taxes accrue from and after the date of said conveyance, and such taxes shall be prorated as of the date of each conveyance, between Developer and the Association. Taxes on the portion of the Access Areas which are easements across Lots shall be paid by the owner of the Lot. Developer shall have the right from time to time to enter upon the Access Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Access Areas that the Developer elects to build.

ARTICLE V

Property Rights in the Common Areas

Section 1. Ownership. Upon completion of the development of each Tract as defined in Article I, Section (d) (the "Common Area"), the Developer, or its successors and assigns, shall convey and transfer the record fee simple title thereto to the Association. Thereupon, the Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner without cost to the general taxpayers of Dade County, and for the payment of taxes assessed against each of said Tracts and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes shall be prorated as of the date of the conveyance of each Tract. Prior to completion of the Common Areas and conveyance of the title thereto to the Association, the taxes assessed against such nonpublic property shall be paid by the Developer or its successors or assigns.

Section 2. Members Easements. Each Member and each tenant, agent and invitee of each such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members, their tenants, agents and invitees, subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(b) The right of the Association to suspend the voting right and right to use the Common Areas and facilities by Owner for any period during which any assessment against his Lot remains unpaid for a period of thirty (30) days after its due date; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted published rules and regulations. [Which sixty (60) days may be extended for continued violation of the rules and regulations.]

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

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

The right of any Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to the regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures, except utilities, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures shall include and extend to payment for all of the

electricity consumed in their illumination. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments impose in accordance with Article VI. Such assessments shall be against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

The Developer, at his discretion, construct in the Common Area walkways and/or stairways to the rear of certain dwelling units. In the event said walkways and stairways are so constructed, by the Developer in the initial development of Calusa Point, said walkways and stairways shall be for the exclusive use of the owner of the individual dwelling unit to which they lead. If said walkways and/or stairways are constructed as described herein, the Association shall at all times maintain in good repair, and shall replace as often as necessary, said improvements situated on the Common Areas. All work pursuant to this paragraph and the cost thereof for maintenance and/or repair and replacement of said walkways and stairways shall be assessed against the Lot which has the exclusive use of said walkway and stairway.

Section 5. Utility Easements. Public Utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easement shall be in accordance with the applicable provisions of the Declaration.

Section 6. Public Easements. Fire, Police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments.

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Access Areas as provided in Article IV hereof and for the maintenance of the Common Area as provided in Article V hereof, including such reasonable reserves as the Association may deem necessary, special assessments as provided in Section 4 hereof, and assessments for maintenance as provided in Section 3 hereof, such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall upon the recordation of a Claim of Lien be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments both regular and special, by the Association shall be against all Lots subject to its jurisdiction equally.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Access Areas as provided in Article IV hereof and for maintenance of the Common Areas as provided in Article IV hereof, for maintenance as provided in Section 3 hereof, for capital improvements as provided in Section 4 hereof, or to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants.

Section 3. Exterior Maintenance. The Association through action of its Board of Directors shall provide exterior maintenance for each building as follows: paint; ~~repair, replace and care for roofs, gutters, downspouts, and~~ exterior building surfaces. In addition to the exterior maintenance referred to in the preceding sentence, the Association shall be obligated to maintain that part of the landscaping, trees, shrubs, grass walks, drives and parking places and other exterior improvements situated outside each Lot as well as inside the Lot for that portion of the Lot which is outside the privacy walls of the front courtyard and rear patio and each expense may be apportioned on a flat overall charge against all Lots subject to assessment by the Association. The Owner shall permit the use of the hose bib on his Lot as required by the Association for all exterior maintenance in front of his individual unit. The cost of the exterior maintenance referred to in the first sentence of this Section 3 shall be assessed against the Lot upon which such maintenance is done and shall constitute an annual maintenance assessment or charge. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost of such exterior maintenance. Additionally, there shall be specifically allocated a Ten (\$10.00) Dollar per unit per month reserve charge for exterior painting of each building, which sum shall be added to the monthly maintenance assessment for each unit. The Owner shall maintain the structure and grounds on each Lot, with the exception of the portion of such Lot to be maintained by the Association, at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done upon the recordation of a Claim of Lien and the personal obligation of the then Owner of such Lot.

Section 4. Capital Improvements. Funds necessary for capital improvements relating to the Access Areas under the ownership of the Association may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such Association and upon approval by two-thirds favorable vote of the Members of such Association voting at a meeting or by ballot as may be provided in the By-Laws of such Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article VI shall commence on the first day of the month.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association.

The amount of the annual assessment shall be \$403.80 per Lot payable in equal monthly installments, until the amount of the assessment is changed by action of said Board of Directors. The Assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 4 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. Except for the initial assessment specified in Section 5, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

The Association, through the action of its Board of Directors shall have the power, but not the obligation, to enter into an agreement from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation.

Section 7. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessments shall become delinquent and shall together with such interest thereon and cost of collection thereof as hereinafter provided, upon the recordation of a Claim of Lien becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessments are not paid within ten (10) days after the due date, the assessment shall bear interest from the date when due at the highest interest rate allowable by law and the Association may bring an action at law against the Owner personally obligated to pay the same or shall record a Claim of Lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid or may pursue one or more of such remedies at the same time or successively; and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the Claim of Lien and the Complaint in such action; and in the event a judgment is obtained, such judgment shall

include interest on the assessment as above provided and reasonable attorneys' fee to be fixed by the Court together with the costs of the action and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

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

Section 8. Subordination of the Lien to Tax Liens and Mortgages. The Lien of any assessment provided for in the Article VI shall be subordinate to any tax liens and to the lien of any mortgage recorded prior to the recordation of the Claim of Lien, which mortgage encumbers any Lot to any institutional mortgagee (defined as a bank, savings and loan association, insurance company, an Agency of the United States Government, or a lender generally recognized in the community as an institutional-type lender) and which is now or hereafter placed on any property subject to assessment; provided however, that in the event of a foreclosure, any purchaser or mortgagee at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment accruing and becoming due after such foreclosure (or conveyance in lieu of foreclosure). All unpaid and accrued assessments becoming due prior to the acquisition of title as a result of foreclosure or deed in lieu of foreclosure shall be deemed as assessment divided equally among, payable by all Lots subject to assessments by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place in the manner and procedure aforesaid.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Section 10. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

ARTICLE VII

Villa and Townhouse Covenants

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of the Lots shown on the Plat of Calusa Point. Nothing in this Article VII shall be applicable to Tracts A and B, except the provisions of Sections 5, 8, 9 and 10 hereof, which apply both to Lots and said Tracts.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family townhouse dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until permanent cessation of such uses takes place.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor and all institutional mortgagees holding a mortgage on a dwelling unit within said building, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of all Owners of all other dwelling units with which such building was connected at the time of its construction and all institutional mortgagees holding a

mortgage on a dwelling unit within said building and also the prior written consent of Developer or its successor. Developer shall have the right but shall not be obligated to assign all of its rights and privileges under this Section 3 to the Association.

Section 4. Building Location. Building shall be located in conformance with the Article XVA, Section 33-202.3, Paragraph P, of the Zoning Code of Dade County, Florida, and any specific approvals thereunder, or as originally constructed on a Lot by Developer. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Dade County. Therefore, where a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any further variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat of Calusa Point. Within these easements indicated by dashed lines of the Plat, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, except for the installations for which a public utility or utility company is responsible. Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, Miami Dade Water & Sewer Authority, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits, and conduits under and through the utility easement as shown on the map, and under and through that portion of the rear of each Lot beyond the building, as such building may from time to time be located. Any damage caused to pavement, drive-ways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or

maintenance caused the damage. All utilities within the subdivision, shall be installed and maintained underground. The Association shall maintain one television antenna, per building, to service all units within said building. The Association shall have a permanent easement for ingress and egress for the installation and maintenance for said antennas in accordance with this paragraph.

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

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, boats, trucks (as defined by the Florida Department of Highway Safety and Motor Vehicles and/or by common usage and practice, not including light pick-up trucks of three-quarter (3/4) ton capacity or less, less than twenty (20) feet in length, and used for non-commercial purposes), mobile home or recreational vehicle shall be permitted on any Lot at any time or used on any Lot at any time as a residence either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any houses built in this property or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Board referred to in Section 12 hereof.

Section 8. Signs. No signs of any kind shall be displayed to the public view on The Properties except one sign of no more than one (1) square foot used to indicate the name of the resident, or one sign of no more than one (1) square foot advertising the property for resale or for rent.

Section 9. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or

shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, however, the number of said pets shall not exceed two (2) for any Lot, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, Access Areas, or anywhere else within The Properties except in location designated by the Association.

Section 11. Damage to Buildings. In the event a dwelling unit is damaged, through act of God or other casualty, that Lot Owner shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair or rebuilding of the dwelling unit to comply with this responsibility. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

Section 12. Visibility at Intersections. No obstruction to visibility at street intersections or Access Areas intersections shall be permitted.

Section 13. Architectural Control. No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance

with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seems sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvement, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board is composed of Irwin Raskin, Stuart M. Feder and Robert Slaughter, and the address of said Board is 8925 S.W. 148th Street, Suite 9-A, Miami, Florida 33176. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability, or resignation of any member of the Board, the Board of Directors shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant.

Section 14. Exterior Appurtenances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed, together with the written consent of all institutional mortgagees on dwelling units in the said building. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by Developer, unless the prior approval for any substantial change is obtain from the Architectural Control Board. Aluminum foil, newspaper or any other paper covering shall not be placed on windows or glass doors. No Owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall or place any objects such as bicycles, toys, barbeques, etc. on rear patio unless

concealed from the view of the road frontage and other residential units, except, however, customary outdoor furniture.

Section 15. Commercial Trucks, Trailers, Campers and Boats. No trucks (as defined by the Florida Department of Highway Safety and Motor Vehicles and/or by common usage and practice, not including light pick-up trucks of three-quarter (3/4) ton capacity or less, less than twenty (20) feet in length, and used for non-commercial purposes) or commercial vehicle, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description, unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), vehicles without current tags or registration shall be permitted to be parked overnight or for more than three (3) hours, or to be stored at any place or any Lot in this property, except only during the periods of approved construction on said Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 16. Easement for Encroachment. There shall be an easement for encroachment in favor of the Association and all Townhome Dwelling Owners in the event any Townhome Dwelling now or hereafter encroaches upon any other Townhome Dwelling as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of the Townhome Dwelling Owners, their designees, mortgagees and the Association.

Section 17. Buffer Zone. No structure of any kind shall be constructed on the 35-foot F.U.M. Buffer Areas with the exception of the T-turnarounds as depicted on the Plat of Calusa.

Section 18. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except any approved by the Architectural Control Board as above provided.

Section 19. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the County of Dade for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 20. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or Unit or roadway. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Board.

ARTICLE VIII

Party Walls

Section 1. General. Each wall built as a part of the original construction of the single-family townhouse dwellings upon The Properties and placed on the dividing line between the Lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion.

Section 2. Sharing or Repairing Maintenance. The costs of reasonable repair and maintenance of party a wall shall be shared equally by the Owners who make use of the wall, except as otherwise provided herein.

Section 3. Destruction by Fire or Other Casualty. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or

willful misconduct of either Owner thereto, the Owners shall, at their joint expense, repair or rebuild said wall and each Owner, his successors and assigns, shall have the right to full use as herein contained of said wall so repair or rebuilt. If either Owner's negligence or willful misconduct causes damage or destruction of said wall, such negligent or willfully mischievous Owner shall bear the entire cost of repair or reconstruction, if either Owner shall refuse to pay his share, or all of such cost in the case of negligence or willful misconduct, the other Owner shall have such wall repair or reconstructed and shall be entitled to a lien on the premises of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. If either or both Owners shall give, or shall have given a mortgage or mortgages upon his property to an institutional mortgagee, then the institutional mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 4. Easement for Repairs. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse dwelling upon The Properties shall not be deemed a trespass so long as the repairs and reconstruction shall be done in workmanlike manner, and consent is hereby given to enter on adjacent townhouse dwelling to effect necessary repairs and reconstruction.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VIII shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon conveyance or other transfer of title the liability of the prior Owner shall cease.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VIII, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots and all institutional mortgagees of Lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

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

entitled to recover in said suit the cost of the action, including reasonable attorneys' fees to be fixed by the court, including attorneys' fees in connection with appeal of any such action.

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

Section 5. Amendments. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this agreement may be amended, changed, added to, derogate, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained, (3) and by all institutional mortgagees of Lots affected by this Declaration, provided that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained.

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

ARTICLE X

Florida Friendly Landscaping

Section 1. Landscaping.

1.1 Florida-Friendly Landscaping™. The Association may not prohibit any Homeowner from implementing Florida-Friendly Landscaping™ on the Homeowner's Private property in accordance with Florida Statutes §373.185 (2010).

1.2 Site Preparation: Soil Testing.

1.2.1 Common Area or Managed Area

(a) Topsoil. For all newly developed areas, the Association will keep existing topsoil onsite, making sure that it is not buried under additional fill but spread on top of imported fill where possible throughout the development.

(b) Soil Testing. Before landscape installation starts on all areas on which the Association intends to install landscaping, the Association will, after site preparation and final grading, obtain soil analysis information from a reputable soil testing lab or the University of Florida/IFAS Cooperative Extension facility to assess soil conditions such as soil type and texture, and pH. The Association will make this information available to the Lot Owners as part of the Association Official Records. If the Association intends to install new landscaping in the Common Areas or Managed Areas, it may only do so if the soil testing information on file for that lot is less than three (3) years old. If the soil tests on file for the lot where new landscape will be installed are more than three (3) years old, the Association will obtain soil analysis information from a reputable soil testing lab or the University of Florida/IFAS Cooperative Extension facility.

1.2.2 Lot Soil Testing. Prior to initial installation of landscaping on a Lot, the Lot Owner, whether Homeowner or other party, must obtain soil analysis information from a reputable soil testing lab or the UF/IFAS Cooperative Extension facility to assess soil conditions such as soil type and texture, and pH.

1.3 Design and Layout for Common Areas and Managed Areas

1.3.1 Florida-Friendly. The Florida-Friendly Landscaping™ concept of right plant, right place will be used. The Association will ensure that the design the of the landscape so that plants will serve environmentally friendly functions including, but

not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the Association.

1.3.2 Existing Native Vegetation. The Association will preserve and enhance host and nectar vegetation that attracts pollinators and provides food, shelter and habitat for a variety of wildlife. The Association will preserve and enhance existing butterfly host vegetation located in preserves, easements, roadsides, undeveloped lots, vegetative buffers, around stormwater ponds, retention areas, Common Areas, and Managed Areas.

1.3.3 Landscaping Selection. In accordance with the relevant local government landscaping ordinances and the most current version of the UF/IFAS Florida- Friendly Landscaping™ Guide to Plant Selection and Landscape Design, the Association will ensure that the selection of landscape plants suited to the soil and other site characteristics utilized by the Florida-Friendly Landscaping™ concept. The Association must have at least ten (10) species of plants within its Common Areas or Managed Areas. The Association and the Homeowners will use plants listed in the most current version of the UF/IFAS Florida Friendly Landscaping™ Guide to Plant Selection and Landscape Design or Landscaping Committee Approved Plant List for suggestions. The UF/IFAS plant list is not all inclusive, and many plants not listed may be Florida-Friendly as long as they match site conditions and are not invasive exotics. By the same token, many plants that are listed may be unsuitable in some locations. Where doubt exists, the Landscaping Committee should refer the matter to the UF/IFAS County Extension Service Florida Yards & Neighborhoods agent or the Commercial Horticulture agent for assistance. However, the role of these agents is strictly educational, and all final decisions about plantings are to be made by the Association.

1.3.4 Turfgrass.

(a) Association will follow the University of Florida Institute for Food and Agricultural Sciences and Florida Department of Environmental Protection

Green Industries Best Management Practices recommendations for turfgrass, including (i) selection of grasses that may be maintained through use of the low end of the maintenance recommendations for irrigation and fertilizer for the particular type of turf selected and (ii) use of Integrated Pest Management (IPM) in selection of pesticides. Turfgrasses shall be allowed to develop deep roots and enter a dormancy stage during the winter or drought periods. Turfgrass maintenance will be taken in terms of survival, not just maintaining a green appearance.

(b) Functional turfgrass areas, such as buffers for landscape beds and to hold mulch into place, along with use of turf as a filtration buffer for runoff from organically mulched areas, will be allowed. Grassed swales will be allowed.

1.4 Design and Layout for Homeowners

1.4.1 Florida-Friendly. The Florida-Friendly Landscaping™ concept of right plant, right place will be used. The Homeowner will design the landscape so that plants serve a number of functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the property.

1.4.2 Existing Native Vegetation. Homeowners will retain and incorporate existing native vegetation into the landscape whenever feasible.

1.4.3 Landscaping Selection. In accordance with the relevant local government landscaping ordinances and the most current version of the UF/IFAS Florida-Friendly Landscaping™ Plant Selection Guide, the Association or Homeowner, as applicable, will select landscape plants suited to the soil and other site characteristics utilized by the Florida-Friendly Landscaping™ concept. The Homeowner should have at least five (5) species of plants in the yard, consistent with the new homeowner Florida-Friendly Landscaping™ recognition checklist. The Association and the Homeowners will use plants listed in the most current version of the UF/IFAS Friendly

Landscaping™ Guide to Plant Selection and Landscape Design or Landscaping Committee Approved Plant List for suggestions. The UF/IFAS plant list is not all-inclusive, and many plants not listed may be Florida-Friendly as long as they match site conditions and are not invasive exotics. By the same token, many plants that are listed may be unsuitable in some locations. Where doubt exists, the Landscaping Committee should refer the matter to the UF/IFAS County Extension Service Florida Yards & Neighborhoods agent or the Commercial Horticulture agent for assistance. However, the role of these agents is strictly educational, and all final decisions about plantings are to be made by the Association.

1.4.4 Community ButterflyScaping. Homeowners are encouraged to preserve and enhance existing butterfly host vegetation on their properties.

1.4.5 Turfgrass. Homeowners will be allowed to follow the University of Florida Institute for Food and Agricultural Sciences and Florida Department of Environmental Protection Green Industries Best Management Practices (BMP) recommendations for turfgrass, including (a) selection of grasses that may be maintained through use of the low end of the maintenance recommendations for irrigation and fertilizer for the particular type of turf selected and (b) use of IPM in selection of pesticides. Turfgrasses shall be allowed to develop deep roots and enter a dormancy stage during the winter or drought periods. Turfgrass maintenance will be taken in terms of survival, not just maintaining a green appearance.

1.4.6 Appurtenances. Homeowners are encouraged to use rain barrels, cisterns, rain gardens, and compost bins, as needed, within the Florida-Friendly Landscaping™ design concept. The Association may not prohibit these items, but the Association may regulate the aesthetics of these items, including but not limited to placement.

1.5 Plant Installation.

1.5.1 Association Installation. All plant installations will be conducted in accordance with the most current version of the Florida Green Industries BMPs handbook guidelines.

1.5.2 Homeowner Installation. All Homeowner plant installations will be conducted in accordance with the most current version of the Florida Yards and Neighborhoods Manual.

1.6 Mulching.

1.6.1 Florida Green Industries Best Management Practices. All mulching will be conducted in accordance with the most current version of the Florida Green Industries BMPs handbook guidelines.

1.6.2 Placement. Mulch will be placed at least 3–4 inches from the trunks of trees or the stems of landscape plants and will be maintained at a depth of 2–3 inches. Large mulched areas that slope to impervious surfaces or water bodies will be bordered by a turf or other groundcover to slow and absorb nutrient-laden runoff from the mulched area.

1.6.3 Organic Mulch. Organic mulch may require weeding and replenishment once or twice a year to maintain a total depth of 2–3 inches. Mulch will be applied to a tree's drip line or beyond at least an 8-foot diameter around the tree. Organic mulch and recycled mulch (including leaves, pine needles, grass, and shrub clippings) are recommended.

1.6.4 Cypress Mulch. Cypress mulch is often made from waste wood generated in manufacture of these products, but it may also be produced from whole trees cut from wetlands. The use of cypress mulch may not be recommended, as its origins may be difficult to determine.

1.6.5 Inorganic Mulch. Shell, crushed stone, or pebbles can be used as mulch but will not contribute to the soil's nutrient and organic content or water-holding capacity. Limestone and shell both raise soil pH and reflect heat, increasing the water needs of plants. If these products are used, they must be installed over top of a woven or other pervious ground cloth to keep them from sinking in sandy soils. These mulches last a long time, but will need to be cleared of debris to look their best.

1.6.6 Surface Below Mulch. Impervious surfaces, including plastic sheeting, will not be placed below mulch. This does not prohibit the use of woven or other pervious ground cloth.

1.6.7 Other Prohibited Ground Coverings. White gravel, shells, and other similar light colored materials are prohibited as major landscape ground coverings in lieu of vegetation. However such materials may be used as porous surfaces for walkways, patios or drives, for erosion control, mulches, or as landscaping accents. The Association may regulate the aesthetics of such materials. Use of artificial turf is not consistent with Florida-Friendly Landscaping™ and is not recommended.

1.7 Landscape Maintenance Activities for Common Areas or Managed Areas

1.7.1 Fertilizer Use.

(a) Definition. Fertilizers are defined as any substance that contains one or more recognized plant nutrients and promotes plant growth; controls soil acidity or alkalinity; provides other soil enrichment; or provides other corrective measures to the soil. This definition does not include unmanipulated animal or vegetable manures, peat, or compost that makes no claims as described in the above definition.

(b) Scheduling and Quantities. Fertilization scheduling and quantities will not exceed the "low maintenance" recommendations of the University of Florida Cooperative IFAS Extension Service.

(c) Reclaimed Water. If reclaimed water is used for irrigation in the Association, the Landscaping Committee will obtain reclaimed water nutrient content reports from the utility provider at least quarterly, and will disseminate those reports to all Homeowners and landscape contractors working in the Association. Landscapers and Homeowners will reduce nitrogen fertilizer applications appropriately. Unless tissue testing confirms a phosphorus deficiency, applications of fertilizer to turfgrass irrigated with reclaimed water will be limited to a grade of zero phosphate.

(d) Application. Fertilizers and pesticides may not be applied within a minimum of 10 feet from the edge of any water body, except as specifically permitted by the pesticide label and state law for aquatic pest control. For the purposes of this section, water body includes, but is not limited to, creeks, lakes, ponds, rivers, streams, lagoons or stormwater retention areas not under the Water Management District jurisdiction, or those delegated to the Association by the Water Management District. All fertilizer spills or granules that may have been deposited on impervious surfaces will be collected or swept back into the vegetated area.

1.7.2 Mowing. Mowing in Common Areas and Managed Areas will be done in accordance with the most current version of the Florida Green Industries BMPs handbook and by certified landscaping contractors. Mowing adjacent to swales or water bodies will be performed such that no clippings are deposited into any swales or water bodies. All clippings that may have been deposited on impervious surfaces will be swept back into the vegetated area.

1.7.3 Disposal of Landscape Material. Turf Clippings. Unless the turf is diseased, turf clippings will be left on turf areas or composted on-site to recycle nutrients. Any clippings or landscape material that fall on impervious surfaces such as

sidewalks, driveways, or roads will be swept onto turf areas or composted. Turf clippings or landscape material will not be deposited in any swales or water bodies.

1.8 Homeowner Maintenance. Homeowners are encouraged to conduct routine maintenance including fertilizer use, if needed, and mowing in accordance with the most current version of the Florida Yards & Neighborhoods Guide to Florida-Friendly Landscaping™. Mowing adjacent to swales or water bodies will be performed such that no clippings are deposited into any swales or water bodies. All clippings that may have been deposited on impervious surfaces will be swept back into the vegetated area. Unless the turf is diseased, turf clippings will be left on turf areas or composted on-site to recycle nutrients. Any clippings or landscape material that fall on impervious surfaces such as sidewalks, driveways, or roads will be swept onto turf areas or composted. Turf clippings or landscape material will not be deposited in any swales or water bodies. Homeowners are encouraged to compost their vegetation for use on landscaped areas.

1.9 Landscape Maintenance Contracts.

1.9.1 All lawn maintenance contracts will follow the University of Florida Institute for Food and Agricultural Sciences and Florida Department of Environmental Protection Green Industries Best Management Practices manual, and if needed, irrigation, fertilizer and pesticide applications must be at the low end of the maintenance recommendations contained in the most recent copy of the manual.

1.9.2 All contractors must employ Green Industries Best Management Practices certified supervisors and applicators of fertilizer or pesticides. At least one certified person must be on site when work is being performed.

Section 2. Pest Control.

2.1 Pesticide Application.

2.1.1 Preventive blanket applications of pesticides are prohibited, except those performed as part of an IPM program in accordance with the most current version of the Florida Green Industries BMPs handbook or for termite prevention.

2.1.2 All pesticide applications in Common Areas will be done by a Certified Professional and in accordance with the most current version of the Florida Green Industries BMPs handbook.

3.1.3 Homeowners will use Integrated Pest Management for controlling pest problems and follow the most current version of the Florida Yards & Neighborhoods Guide to Florida-Friendly Landscaping™.

3.1.4 All pest control companies servicing a Homeowner's property must have valid state and county licenses, follow Integrated Pest Management as prescribed in the Florida Green Industries BMPs handbook, and have a valid certification.

EXECUTED as of the date first above written.

Signed in the presence of:

By: s/ Irwin Raskin
Irwin Raskin, Vice-President

Attest: s/ Deborah Raskin
Deborah Raskin, Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 6th day of 1980, by IRWIN RASKIN and DEBORAH RASKIN, as Vice-President and Assistant Secretary, respectively, of DACO DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida at Large
My Commission Expires:

ARTICLES OF INCORPORATION
OF
CALUSA POINT ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended hereby adopt the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be CALUSA POINT ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Calusa Point dated October 6, 1980 and recorded November 6, 1980, in Official Records Book 10922, Page 2921, of the Public Records of Dade-County, Florida. Pursuant to said Declaration of Restrictions and Protective Covenants, the Association shall own and maintain the Access Areas and Common Areas of CALUSA POINT and shall provide exterior maintenance upon the lots as called for in said Declaration of Restrictions and Protective Covenants.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

B. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Articles and Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of Daco Development, Inc., a Florida corporation, d/b/a CALUSA POINT, hereinafter referred to as "the Developer". Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B member shall be entitled to elect a majority of the Board of Directors, provided that the Class B membership shall cease and terminate when the last Lot within CALUSA POINT has been sold and conveyed by Developer.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if twenty-five percent of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members in 1981 and until qualified successors are duly elected and have taken office, shall be as follows:

IRWIN RASKIN	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33176
RUTH CURRY	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33176
DEBORAH R. RASKIN	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33176

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in CALUSA POINT development or shall be authorized representatives, officers, or employees of corporate members of the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors in 1981 and until successors are duly elected and have taken office, shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Irwin Raskin	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33176
Vice President	Deborah R. Raskin	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33176
Secretary and Treasurer	Ruth Curry	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33176

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection.

ARTICLE IX

SUBSCRIBERS

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

IRWIN RASKIN	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33179
RUTH CURRY	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33179
DEBORAH R. RASKIN	8925 S.W. 148 Street, Suite 9-A Miami, Florida 33179

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 18th day of November, 1980.

s/ Irwin Raskin (SEAL)
IRWIN RASKIN

s/ Deborah R. Raskin (SEAL)
DEBORAH R. RASKIN

s/ Ruth Curry (SEAL)
RUTH CURRY

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of 1980, by IRWIN RASKIN, DEBORAH R. RASKIN and RUTH CURRY.

Notary Public, State of Florida at Large
My Commission Expires:

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, MAKING AGENT UPON WHOM
PROCESS MAY BE SERVED.**

In pursuance of chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First – That CALUSA POINT ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at city of Miami, County of Dade, State of Florida has named Edward S. Levine located at 320 Minorca Avenue, Coral Gables, Florida 33134 (Street address and number of building, Post Office Box address not acceptable) City of Coral Gables, County of Dade, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By s/ Edward S. Levine
EDWARD S. LEVINE
Registered Agent

BY-LAWS
OF
CALUSA POINT ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CALUSA POINT ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to the real property described in Exhibit "A".

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at the residence or business address, in Dade County, Florida of the then President of the Association.

ARTICLE III

MEMBERSHIP

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

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article VI of the Declaration of Restrictions and Protective Covenants to which the Properties are subject, which is dated October 6,

1980 and was recorded November 6, 1980, in Official Records Book 10922, at Page 2921, of the Public Records of Dade County, Florida.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that directors elected by the Class B member may be removed only by the Class B member and except that the directors named in the Articles of Incorporation may not be removed until the expiration of their term.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected to be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at the time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three (3) days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

ARTICLE V

OFFICERS

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

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

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

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the first day of the first week of the month of December in each year beginning in 1981 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership, or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the records of the corporation. Each member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted; provided, however, that if any business of any meeting shall involve action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of the members entitled to cast twenty-five (25%) of the votes shall constitute a quorum for any action governed by these By-Laws.

ARTICLE VII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy (but no individual may vote more than five (5) votes by proxy), provided that the notice to the members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants.

Section 2. The case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between said Declaration of Restrictions and Protective Covenants and these By-Laws, the said Declaration of Restrictions and Protective Covenants shall control.

ARTICLE VIII

ENFORCEMENT AND FINING

In addition to any other remedies available, the Association may levy fines against a Lot for the failure of the Owner or his/her tenants, guests or invitees to comply with any of the provisions and restrictions contained in the Declaration of Restrictions and Protective Covenants for Calusa Point ("Declaration"), the Association's By-Laws, Articles of Incorporation, and Rules and Regulations as same may be amended from time to time (the "Governing Documents"). The Association shall have the right to levy fines in the manner hereinafter provided.

a. Grievance Committee. The Board of Directors ("Board") shall appoint a Grievance committee which shall conduct hearings and render decisions with regard to the levying of fines as herein provided. The Grievance Committee shall consist of not less than three (3) Owners who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association.

b. Notice. The Association shall notify the Owner of the Lot or his tenants, guests or invitees in writing of any alleged violation of the Governing Documents. If the alleged violation is not cured within ten (10) days of the date of said notice, the alleged violator shall be sent a second notice at least fourteen (14) days in advance advising him/her of a hearing before the Grievance Committee. The notice shall specify:

1. The date, time and place of the hearing.
2. The nature of the alleged violation and a statement of the provisions of the governing documents which have been violated.

c. Hearing: The non-compliance shall be presented to the Grievance Committee. The parties against whom the fine is sought to be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Grievance Committee. The decision of the Grievance Committee shall be presented to the Board. If the Grievance Committee recommends that a fine should be imposed, the Board shall set the amount of the fine. The party against which the fine is imposed shall be advised of the amount of the fine in writing within fifteen (15) days after the Board meeting.

d. Fines. The Board may impose fines up to the amount of \$100.00 per violation, not to exceed the sum of \$1,000.00, for each day of a continuing violation, (or such greater amount as may be permitted by law from time to time).

e. Violations: Each separate incident which is grounds for a fine shall be the basis of a separate fine.

f. Payment of Fines. All fines shall be assessed against the Lot which the violator occupied at the time of the violation, whether or not the violator is the Owner of the Lot, and shall be due and payable within ten (10) days from the date the fine is levied. Any unpaid fine(s) shall become a continuing lien on the Lot and may be foreclosed by the Association in accordance with the provisions of Article VI of the Declaration.

g. Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

ARTICLE IX

SALES, LEASING AND OCCUPANCY RESTRICTIONS

No Owner may sell, lease, gift, devise, or otherwise transfer any interest in and to his/her Lot without first obtaining the approval of the Board of Directors ("Board") as hereinafter provided:

1. Notice to Association.

(a) Sales. An Owner intending to sell his/her Lot or any interest therein shall submit to the Board a notice of his/her intention together with the name and address of the proposed purchaser and such other information concerning the proposed purchase or purchaser as the Board may reasonably require including but not limited to a copy of the proposed sales contract and a completed application form to be signed by the Owner and the proposed purchaser of the Lot. The application may be obtained from either the Board or the Association's management firm. Within twenty-one (21) days after the Board has received notice of the owner's Intention to sell his/her Lot and all information pertaining to the proposed transfer, the Board shall either approve or disapprove the sale. The Board shall have the absolute right to disapprove a proposed sale if: (1) approval of the proposed purchaser would violate any provision of the Declaration of Restrictions and Protective Covenants for Calusa Point, the Association's By-Laws, Articles of Incorporation, and Rules and Regulations ("Governing Documents"); (2) the Owner has failed to pay assessments to the Association; (3) the Owner or proposed purchaser makes any material misrepresentation on any documents or Information requested by the Board; (4) the Owner or Intended purchaser fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed below.

(b) Leases. An owner Intending to lease or permit the occupancy of his/her Lot by someone other than owner shall submit to the Board a notice of his/her Intention together with the name and address of the proposed tenant or occupant and such other Information concerning the proposed tenant or occupant as the Board may reasonably require including but not limited to a copy of the proposed lease and a completed application form to be signed by the owner and the proposed tenant or occupant. The application may be obtained from either the Board or the Association's management firm. Within twenty-one (21) days after the Board has received notice of the owner's Intention to lease or permit the occupancy of his/her Lot and all Information pertaining to the proposed transfer, the Board shall either approve or disapprove the tenant or occupant. The Board shall have the absolute right to disapprove a proposed lease or occupancy if: (1) approval of the proposed tenant or occupant violates any provision of the Governing Documents; (2) the Owner has failed to pay assessments to the Association; (3) the owner, proposed tenant or occupant makes any material misrepresentation on any documents or information requested by the Board; (4) the owner, proposed tenant or occupant fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed below.

(c) Personal Interview by Board. In order to determine that the proposed purchaser, tenant or occupant are familiar with the Governing Documents, the Board, at its option, shall have the right to require a personal Interview with the proposed purchaser, tenant or occupant.

(d) Transfer/screening Fees. All applicants for purchase or other transfer, lease or occupancy shall submit with the application for approval a non-refundable transfer/screening fee in the sum of One Hundred Dollars (\$100.00) per applicant or such other amount as amended from time to time by the Board.

ARTICLE X

NON-PAYMENT OF ASSESSMENTS

In addition to all other Charges described in Article VI of the Declaration of Restrictions and Protective covenants for Calusa Point, assessments and installments thereof not paid within ten (10) days from the date when due shall be subject to an administrative late fee to be determined by the Board of Directors.

WE DO HEREBY CERTIFY, that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 15th day of December, 1980.

s/ Irwin Raskin
IRWIN RASKIN, President

s/ Ruth Curry
RUTH CURRY, Secretary

FINAL ORDER NO. DEO-14-131

September 15, 2014

Russell M. Robbins, Esq.
Mirza, Basulto & Robbins, LLP
14160 NW 77th Ct, Ste 22
Miami Lakes, FL 33016

Re: Calusa Point Association, Inc.

Dear Mr. Robbins:

The Florida Department of Economic Opportunity (DEO) has completed its review of the resubmittal documents for the proposed revived declaration of covenants and other governing documents for **Calusa Point Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners' documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation for **Calusa Point Association, Inc.** with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

If you have any questions concerning this matter, please contact Aaron C. Dunlap, Assistant General Counsel, at (850) 245-7150, or Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,



Ana Richmond, Chief
Bureau of Community Planning

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED,

CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS **RECEIVED** BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON STREET, MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX (850) 921-3230

THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

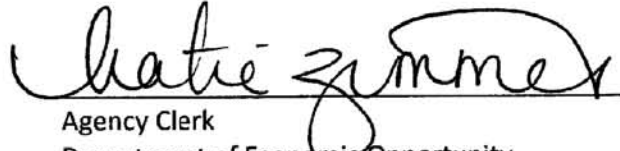
A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

FINAL ORDER NO. DEO-14-131

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 17th day of September, 2014.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Russell M. Robbins, Esq.
Mirza, Basulto & Robbins, LLP
14160 NW 77th Ct, Ste 22
Miami Lakes, FL 33016

By interoffice delivery:

Virginia Langston Ponder, Assistant General Counsel
Rozell McKay, Government Analyst I, Division of Community Planning