

SCHEDULE "A"  
TO  
BY-LAWS

## RULES AND REGULATIONS

## FOR

GABLES TERRACE CONDOMINIUM

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any cars, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium Property.
8. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer or the Commercial Unit Owner. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
11. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
12. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks,



tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.

14. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

16. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

- (a) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
- (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

17. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.
- (b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (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 be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

18. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or

activity is or is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.



This instrument prepared by or under the supervision of  
(and after recording should be returned to):

Name: Steven M. Helfman, Esquire  
Address: Greenberg, Traurig, Hoffman, Lipoff, Rosen & Queniel, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

95R066618 1995 FEB 17 13:34

(Space Reserved for Clerk of Court)

**AMENDMENT TO DECLARATION  
OF  
GABLES TERRACE CONDOMINIUM**

**THIS AMENDMENT** is made as of the 9th day of February, 1995, by **37TH AVENUE ASSOCIATES**, a Florida general partnership ("Developer"), to that certain Declaration for **Gables Terrace Condominium** (the "Condominium") recorded January 31, 1995 under Clerk's File No. 95R-040770 in Official Records Book 16666, at Page 1014 of the Public Records of Dade County, Florida (the "Declaration"). Unless the context otherwise requires, any capitalized term not defined but used herein shall have the meaning given to such word or words in the Declaration.

**RECITALS**

- A. Developer is the "Developer" under the Declaration.
- B. Developer and the Landowner are the Owners of all of the Units in the Condominium.
- C. Pursuant to Section 6.4 of the Declaration, Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, Articles of Incorporation or By-Laws to effect any amendment, provided that the amendment has been consented to by Commercebank, N.A.
- D. Developer currently has the right to elect a majority of the Board of Directors of the Association and desires to amend the Declaration in the manner set forth below to make certain amendments to benefit Commercebank, N.A. and Belmargate, Inc.
- E. Commercebank, N.A., Belmargate, Inc. and Landowner have consented to the recordation of the Declaration and this Amendment as evidenced by those certain Consents of Mortgagee recorded in the Public Records of Dade County, Florida and the Joinder of Landowner attached hereto.

**NOW, THEREFORE**, in consideration of the premises and by virtue of the authority of the Developer as hereinabove set forth, the Declaration is hereby amended as follows (with hyphenation through deleted text, and underscoring of added text):

- 1. The first sentence of Section 1.2 of the Declaration is hereby amended to read in its entirety as follows:
  - 1.2 Submission Statement. The Developer and the Landowner hereby ~~submit~~ submit the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television) utility installations therein or thereon - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered.
- 2. Section 2.17 of the Declaration is hereby amended to read in its entirety as follows:
  - 2.17 "Developer" means **37TH AVENUE ASSOCIATES**, a Florida general partnership, the only partners of which are Caribbean 2000 Company, a Florida corporation, and Valeroso Investment, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event Commercebank, N.A. (or any successor or assign of Commercebank, N.A.)



obtains collectively, "Commercebanc" or Belmargate, Inc. (or any successor or assign of Belmargate, Inc.) [collectively, Belmargate], obtain title to all of the Units not theretofore conveyed by the Developer or Landowner as a result of the foreclosure of its mortgage on those Units or its accepting a deed in lieu thereof, Commercebanc, N.A. (or such successor or assign) or Belmargate, as applicable, shall have the right to become the Developer or to succeed to any of the rights of the Developer by a written election to do so recorded in the Public Records of the County and shall also have the right to appoint as the Developer, any third party who acquires title to all or any portion of those Units by a written appointment recorded in the Public Records of the County. In any event, neither Commercebanc, N.A. Belmargate nor any other person becoming a Developer pursuant to the immediately preceding sentence, shall have any liability for any actions or defaults of, or obligations incurred by, any prior Developer (except as such liability may be expressly assumed by it). The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

3. The following is hereby added to the end of the last sentence of Section 2.21 of the Declaration:

Notwithstanding the fact that Belmargate does not hold a first mortgage on the property subject to this Declaration, for all purposes of this Declaration, Belmargate shall be deemed an Institutional First Mortgagee.

4. The last sentence of Section 6.4 of the Declaration is hereby deleted and amended to read in its entirety as follows:

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer (and, as long as any portion of the loan(s) made by Commercebanc, N.A. and/or Belmargate to the Land Owner ~~is~~ are outstanding, the consent of Commercebanc, N.A.) and/or Belmargate, as applicable) in each instance.

5. Section 8 of the Declaration is hereby amended to read in its entirety as follows:

8. Additions, Improvements or Alterations by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$125,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained, and as long as any portion of the loan(s) made by Commercebanc and/or Belmargate to the Land Owner are outstanding, the prior written consent of Commercebanc and/or Belmargate, as applicable. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate \$125,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

6. The first paragraph in Section 13.3 is hereby amended to read in its entirety as follows:

13.3. Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at fifteen percent (15%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, interest thereon and reasonable attorney's fees and costs incurred



by the Association incident to the collection of the Assessments or enforcement of the lien. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to the mortgages held by Commercebank and Belmargate, respectively, and first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

7. Declaration: The following is hereby added to the end of the last sentence of Section 14.7 of the

Notwithstanding the foregoing, the Association shall not be deemed an agent of Belmargate or Commercebank.

8. Declaration: The following is hereby added to the end of the last sentence of Section 14.9 of the

To the extent there is any conflict between the terms of this Section 14 and the insurance requirements contained in the mortgages held by Commercebank and/or Belmargate, respectively, the provisions of said mortgage(s) shall control.

9. Declaration: The following is hereby added to the end of the last sentence of Section 15.5 of the

To the extent there is any conflict between the terms of this Section 15 and any of the terms contained in the mortgages held by Commercebank and/or Belmargate, respectively, the provisions of said mortgage(s) shall control.

10. Declaration: The following is hereby added to the end of the last sentence of Section 25.3 of the

Notwithstanding the foregoing, and in such regard, the Association hereby recognizes that notice for purposes of this Section 25.3 is deemed given with respect to Commercebank and Belmargate.

Except as specifically amended hereby, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Developer has executed this Amendment as of the day and year first above written.

Signed In the presence of:

  
Name: Steven M. Helfman

GARY SAUL  
Name: GARY SAUL

  
Name: Steven M. Helfman

GARY SAUL  
Name: GARY SAUL

**37TH AVENUE ASSOCIATES, a Florida general partnership**


By: CARIBBEAN 2000 Company, a Florida corporation, its general partner

  
Name: Luis Lamar  
Title: Vice President

[CORPORATE SEAL]

Address: 2351 S.W. 37th Avenue  
Miami, Florida 33145

By: VALEROSO INVESTMENT INC., a Florida corporation, its general partner


  
Name: Luis Lamar  
Title: Vice President

[CORPORATE SEAL]

Address: 2351 S.W. 37th Avenue  
Miami, Florida 33145

STATE OF FLORIDA )  
                                  ) SS:  
COUNTY OF DADE )

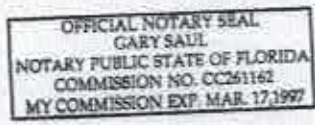
The foregoing Declaration was acknowledged before me, this 15th day of February, 1995, by Luis Lamar, as Vice President of CARIBBEAN 2000 Company, a Florida corporation a general partner of 37TH AVENUE ASSOCIATES, a Florida general partnership, on behalf of said corporation and the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_


My Commission Expires: \_\_\_\_\_

(Notarial Seal)

STATE OF FLORIDA )  
                                  ) SS:  
COUNTY OF DADE )



The foregoing Declaration was acknowledged before me, this 15th day of February, 1995, by Luis Lamar, as Vice President of VALEROSO INVESTMENT INC., a Florida corporation a general partner of 37TH AVENUE ASSOCIATES, a Florida general partnership, on behalf of said corporation and the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notarial Seal)

