

**RE: SPECIAL MEETING OF THE MEMBERS OF RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC., ("Association") TO REVITALIZE THE RUSTIC VILLAGE COVENANTS**

Dear Association Members,

A Special Meeting of the Members of the Association (hereinafter referred to as "Special Meeting") will be held on **Thursday, May 12, 2022 at 6:00 p.m., at the home of Lisette Garcia located at 14455 SW 58<sup>th</sup> Terrace, Miami, FL 33183. Sign-in shall commence at 5:45 p.m.** The purpose of the Special Meeting is for the Members to vote on the revitalization of the Rustic Village Homeowner's Association Section 2, Inc., Covenants (herein referred to as the "Rustic Village Covenants").

As many of you are aware, an Organizing Committee to Revitalize the Rustic Village Covenants has been created to reinstate our existing governing documents, as required by Chapter 720, Florida Statutes. Enclosed are several documents necessary for the Special Meeting at which the Members will consider and vote on the revitalization of the Rustic Village Covenants.

Enclosed please find the following documents:

- The Notice/Agenda for the Special Meeting to Revitalize the Rustic Village Covenants;
- The Limited Proxy;
- The proposed Rustic Village Covenants to be revitalized which include the following:
  - Declaration of Restrictions Rustic Lakes recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 9966, Page 1144.
  - Amendment to Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 10113, Page 823
  - Amendment to Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 10719, Page 617
  - Amendment to Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 10770, Page 975
  - Amendment to the Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida recorded in 15815, Page 1104
  - Declaration of Covenants recorded in the Public Records of Miami-Dade County, Florida recorded in 10558, Page 7.
  - The existing Articles of Incorporation for Rustic Village Homeowner's Association Section 2, Inc., the By-Laws and amendments thereto.
- An identification of each parcel subject to the Rustic Village Covenants; and
- A graphic description of the property ("Plats").
  - Rustic Lakes Section 2 – Plat Book 108, Page 37
  - Rustic Lakes Section 3 – Plat Book 109, Page 46
  - Rustic Lakes Section 4 – Plat Book 113, Page 70

At the Special Meeting, a revitalization vote will be conducted by written ballot and through a tabulation of the limited proxies. There shall be one vote per Unit/Lot. If you cannot be present for the Special Meeting, it is important that you designate a person to vote in your absence which is

done by the use of the enclosed Limited Proxy. This Limited Proxy is used for the purposes of obtaining a quorum, to cast a vote to revitalize the Rustic Village Covenants so that the necessary vote may be obtained, and to transact any other business for which the Limited Proxy may be used. A Limited Proxy is enclosed and should be completed and returned to the Organizing Committee if you will not be attending the Special Meeting. The Limited Proxy must be signed by an Owner of the Unit/Lot. It is encouraged that the Limited Proxy be submitted in advance of the Special Meeting, to avoid delays in registration. The completed Limited Proxy may be mailed, hand-delivered or emailed to c/o Alfredo Riverol, 14515 SW 57 Terrace, Miami, FL 33183, [ariverol@att.net](mailto:ariverol@att.net).

**Please note that the Rustic Village Covenants that the Organizing Committee is seeking to revitalize are the identical documents which currently exist and have governed this community.**

### **INSTRUCTIONS FOR COMPLETING THE LIMITED PROXY**

Please adhere to the following instructions pertaining to the execution of the Limited Proxy:

1. Unit/Lot. Fill in the property address of your Unit/Lot located within Rustic Village Section 2 in the space provided on the Limited Proxy.
2. Designate proxy holder. If you agree to appoint any one of the Organizing Committee Members as your proxy holder, you need not enter a name in the blank space. If you wish to appoint a proxy holder other than a member of the Organizing Committee, fill in the name of your proxy holder in the space provided. (Please make sure that your designated proxy holder will be attending the Special Meeting).
3. Vote. Vote **For** or **Against** the revitalization of the Rustic Village Covenants by checking the appropriate box on the Limited Proxy.
4. Date the Limited Proxy.
5. Signature. The Limited Proxy must be signed by an Owner of the Unit/Lot. Further, please print your name as well.
6. Deliver the Limited Proxy. Insert the Limited Proxy in the self-addressed envelope and mail or hand-deliver it to: The Organizing Committee to Revitalize the Rustic Village Covenants c/o Alfredo Riverol, 14515 SW 57 Terrace, Miami, FL 33183. You may also email your Limited Proxy to [ariverol@att.net](mailto:ariverol@att.net).

If you appoint a proxy and later decide you will be able to attend the Special Meeting in person, you may withdraw your Limited Proxy when you register at the Special Meeting. A proxy may be revoked in writing or superseded by a later dated proxy to another person as well.

Once the vote has occurred, if a majority of the Members approve the revitalization of the Rustic Village Covenants, then the Association shall take all necessary steps to cause the notice required pursuant to Chapter 720 Florida Statutes for the revitalization of the Rustic Village Covenants to be recorded in the public records of Miami-Dade County, Florida.

Thank you for your assistance.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ORGANIZING COMMITTEE TO REVITALIZE THE  
RUSTIC VILLAGE COVENANTS**

Alfredo Riverol  
14515 SW 57th Ter.  
Miami, FL 33183  
P: 305-588-1850

By: \_\_\_\_\_

Barnette Christie  
14625 SW 59th Ter.  
Miami, FL 33183  
P: 305-332-6562

By: \_\_\_\_\_

Lissette Garcia  
14455 SW 58th Ter.  
Miami, FL 33183  
P: 786-236-5097

By: \_\_\_\_\_

**SPECIAL MEETING OF THE MEMBERS OF  
RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC. ("ASSOCIATION")  
TO REVITALIZE THE RUSTIC VILLAGE COVENANTS**

TO ALL ASSOCIATION MEMBERS:

Notice is hereby given in accordance with the Association's By-Laws and Chapter 720, Florida Statutes that a Special Meeting of the Members of the Association (hereinafter referred to as "Special Meeting") will be held on **Thursday, May 12, 2022 at 6:00 p.m., at the home of Lissette Garcia, 14455 SW 58<sup>th</sup> Terrace, Miami, FL 33183. Sign-in shall commence at 5:45 p.m.**

**Purpose:** The purpose of the Special Meeting is for the Members to vote on the revitalization of the Rustic Village Homeowner's Association Section 2, Inc., Covenants (herein referred to as the "Rustic Village Covenants") which include:

- Declaration of Restrictions Rustic Lakes recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 9966, Page 1144.
- Amendment to Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 10113, Page 823
- Amendment to Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 10719, Page 617
- Amendment to Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 10770, Page 975
- Amendment to the Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida recorded in 15815, Page 1104
- Declaration of Covenants recorded in the Public Records of Miami-Dade County, Florida recorded in 10558, Page 7.
- The existing Articles of Incorporation for Rustic Village Homeowner's Association Section 2, Inc., the By-Laws and amendments thereto.

**AGENDA FOR SPECIAL MEETING**

1. Call to order
2. Establishment of a quorum of Members
3. Proof of Notice Affidavit.
4. Consideration and vote by the Members on the revitalization of the Rustic Village Covenants.
5. Adjournment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**ORGANIZING COMMITTEE TO REVITALIZE THE  
RUSTIC VILLAGE COVENANTS**

Alfredo Riverol  
14515 SW 57th Ter.  
Miami, FL 33183  
P: 305-588-1850

By: \_\_\_\_\_

Barnette Christie  
14625 SW 59th Ter.  
Miami, FL 33183  
P: 305-332-6562

By: \_\_\_\_\_

Lissette Garcia  
14455 SW 58th Ter.  
Miami, FL 33183  
P: 786-236-5097

By: \_\_\_\_\_

**LIMITED PROXY WITH SUBSTITUTION OF NOMINEE FOR SPECIAL MEETING OF THE MEMBERS OF  
RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC.,  
TO REVITALIZE THE RUSTIC VILLAGE COVENANTS**

The undersigned Owner(s) of the parcel located at \_\_\_\_\_ within Rustic Village Homeowner's Association Section 2, Inc., hereby appoints \_\_\_\_\_, or if no person has been designated in the foregoing space, then any one of the Members of the Organizing Committee to Revitalize the Rustic Village Covenants, as my true and lawful Proxy with full powers of substitution to appear for the purpose of obtaining quorum, to represent and cast my/our votes in the manner I/we have specified below, to vote to lawfully adjourn the Special Meeting, and to transact any other business for which this Limited Proxy may be used at the **Special Meeting of the Members to be held on Thursday, May 12, 2022 at 6:00 p.m., at the home of Lisette Garcia located at 14455 SW 58<sup>th</sup> Terrace, Miami, FL 33183.** The proxy holder has the authority to vote and act for me/us to the same extent that I/we would if personally present, with the power of substitution, except that my proxy holder's authority is limited as indicated below:

**LIMITED POWERS: FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUE, YOU MUST INDICATE YOUR PREFERENCE BY CHECKING EITHER "YES" OR "NO" IN THE APPROPRIATE BOX PROVIDED BELOW:**

The undersigned Owner(s)/Member(s) is/are executing this Limited Proxy pursuant to the provisions of Chapter 720, Florida Statutes for the purpose of expressing either approval or disapproval on the revitalization and revival of the following documents which are herein collectively referred to as the "Rustic Village Covenants" :

- Declaration of Restrictions Rustic Lakes recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 9966, Page 1144.
- Amendment to Declaration of Restrictions recorded in the Public Records of Miami-Dade County, Florida in Official Records Book 10113, Page 823
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- The existing Articles of Incorporation for Rustic Village Homeowner's Association Section 2, Inc., the By-Laws and amendments thereto.

The undersigned Owner(s)/Member(s) acknowledge(s) and agree(s) that Rustic Village Homeowner's Association Section 2, Inc., is a residential community eligible to revive its documents pursuant to Florida Statutes because:

(1) All parcels to be governed by the Rustic Village Covenants have been once governed by a previous declaration that has ceased to govern some or all of the parcels in the community;

(2) The Rustic Village Covenants do not contain covenants that are more restrictive on the parcel owners than the covenants contained in the previous governing documents.

(3) The procedure being utilized to revive the Rustic Village Covenants is in accord with the requirements of Section 720.405(6), Florida Statutes.

Further, the undersigned acknowledges and agrees that:

(1) Rustic Village Homeowner’s Association Section 2, Inc., is an existing Florida corporation, not for profit, and the Articles of Incorporation of the Association are those currently existing.

(2) The Rustic Village Covenants provide that the voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents.

(3) The Rustic Village Covenants provide that the assessment obligations of each parcel owner shall be the same assessment obligations of the parcel owner under the previous governing documents.

(4) The Rustic Village Covenants provide the same respective amendment provisions as the previous governing documents;

(5) The Rustic Village Covenants provide no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, and

(6) This vote shall be binding on the successors, assigns, heirs, executors or beneficiaries of the undersigned.

**Should the Rustic Village Covenants be revitalized, copies of which were included with the Notice I acknowledge receiving with this Limited Proxy?**

**YES** --Vote **FOR** revitalizing the Rustic Village Covenants.

**NO** -- Vote **AGAINST** revitalizing the Rustic Village Covenants.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022.

To be signed by the Owner(s) of the Unit/Lot.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**DO NOT COMPLETE THIS SECTION.** This section is only to be filled in by the proxy holder designated above if he or she wishes to appoint a substitute proxy holder.

**SUBSTITUTION OF PROXY**

The undersigned, appointed as proxy above, does hereby designate \_\_\_\_\_, who is an Owner, to act as substitute proxy as set forth above.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022.

Proxy Holder: \_\_\_\_\_  
Signature

# **RUSTIC VILLAGE COVENANTS**

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DECLARATION OF RESTRICTIONS

RUSTIC LAKES

THIS DECLARATION, made on the date hereinafter set forth, by RUSTIC VILLAGE, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner (except for dedications made in the Plat of said property) of the following described real property:

All of RUSTIC LAKES, Section 2, according to Plat thereof, as recorded in Plat Book 108 at Page 37 of the Public Records of Dade County, Florida,

hereinafter referred to as the "Subdivision".

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding upon all parties having any right, title or interest in the above-described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS:

(a) "Association" shall mean and refer to RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

(b) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property over which the Association shall have an easement or other right for maintenance of said property. It is distinctly understood that the said property over which the Association shall have an easement or other right for maintenance may be those certain lands which constitute the exterior of the protective wall which borders a portion of the Subdivision, the landscaped median located at the entrance to the Subdivision and such other real property as the Association may from time to time reasonably designate,

Prepared By: M. Ronald Krongold  
201 Alhambra Circle  
Coral Gables, Florida 33134

28.00



(e) "Lot" shall mean and refer to any platted lot as shown on the recorded plat of RUSTIC LAKES, Section 2, or any resubdivision thereof.

(f) "Declarant" shall mean and refer to RUSTIC VILLAGE, INC., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

(g) "Developer" shall mean and refer to RUSTIC VILLAGE, INC., a Florida corporation, its successors and assigns, as such Developer shall specifically designate in writing for purposes of succeeding to the rights and obligations of the Developer hereunder.

2. MEMBERSHIP AND VOTING RIGHTS:

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

Class "A": Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class "B": The Class "B" member (s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or

(b) December 31, 1981.

3. COVENANT FOR MAINTENANCE ASSESSMENTS:

(a) Creation of the Lien and Personal Obligations of Assessments:

The Declarant, for each lot owned within the Subdivision, hereby covenants, and each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and/or charges, and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall 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 interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) Basis of Annual Assessments:

The annual assessments shall be levied by the Association in

accordance with the By-Laws thereof and shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Area.

(c) Special Assessments:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of maintenance of the Common Areas. Such assessment may be authorized by a two-third  $\frac{2}{3}$  vote of the Board of Directors of the Association without the assent of the members of the Association, providing all of such funds actually go toward the maintenance of the Common Areas.

(d) Uniform Rate of Assessment:

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

(e) Date of Commencement of Annual Assessments And Due Dates:

The annual assessments provided herein shall commence at such time as the Declarant delivers a deed to a lot to an owner or it shall commence as to any given lot ninety (90) days following the issuance of a Certificate of Occupancy for a house constructed on said lot, whichever shall first occur. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

(f) Effect of Nonpayment of Assessments and Remedies of the Association:

Any assessment not paid within twenty (20) days after the due date shall bear interest from the due date at the current allowable interest rate. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

(g) Subordination of Lien to Mortgages and Taxes:

The lien of the assessments provided for herein shall be subordinate to tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Sale or transfer of any lots shall not affect the assessment lien.

4. LAND USE:

No lot shall be used for other than residential purposes or recreational uses in conjunction therewith. No building shall be erected, altered, placed

or permitted to remain on any lot, other than one detached single-family dwelling and a private garage.

5. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All electric and telephone lines within the subdivision shall be installed and maintained underground, unless otherwise required by the Utility Companies.

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.

7. TEMPORARY STRUCTURES:

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

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than sixteen (16) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period, provided, however, that re-sale and/or broker's signs shall be limited to four (4) square feet.

9. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. WATER SUPPLY:

No individual water supply system shall be permitted on any lot, except for use in swimming pools, air conditioners and sprinkler systems, provided that a central water supply system is being operated in accordance with the requirements of the Florida State Board of Health or any other governmental body having jurisdiction over said central system.

12. COMMERCIAL TRUCKS, TRAILERS AND BOATS:

In order to maintain the high standards of the Subdivision with respect to residential appearance, all trucks and commercial vehicles, boats, house trailers, motor homes, boat trailers and trailers of every other description shall be required to be parked in a garage and shall not be permitted to be parked or to be stored at any other place on any lot in this Subdivision, PROVIDED, HOWEVER, that a single trailer to be used as a construction and/or sales office will be permitted on each lot during periods of approved construction on said lot, which periods shall be for a maximum of eight (8) months or until the residence on said lot is completed, whichever occurs first; except that, as long as Developer own any lots within the Subdivision, they shall be entitled to maintain an appropriate sales office in the Subdivision, which may be a trailer or other temporary structure. The prohibition against parking as provided in this paragraph shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial purposes.

13. GARBAGE AND TRASH DISPOSAL:

No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Garden trash and rubbish that Metropolitan Dade County requires to be placed at the front of a lot in order to be collected by the Dade County Waste Division may be placed and kept at the front of the lot and need not be in any container, for periods not exceeding seventy-two (72) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. CLOTHES LINES:

No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any lot between the two side lines of the dwelling thereon as extended to the front lot line.

15. ROOFS:

Roofs shall be of cement tile, glazed tile, clay tile, slate or shingle shakes, except that flat roofs may be built in such a manner and in such locations as may first be approved by the Architectural Control Committee.

16. PROTECTIVE WALL:

As to all lots bordering the protective wall surrounding the subdivision, each individual lot owner shall be responsible for repair and upkeep of such interior portion of the wall which borders said owner's lot.

17. MAINTENANCE:

The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon any owner's failure to so maintain his property, the Association may, at its option, after giving the said owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgment and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of each lot shall reimburse the Association for

the cost of any work as above required, and to secure such reimbursement, the Association shall have lien rights upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work and, if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The liens for unpaid assessments hereinbefore provided for shall be subordinate and inferior to any lien for taxes and to any mortgage lien so long as said mortgage is a first mortgage against the property encumbered thereby and secures indebtednesses to be amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the lot and improvements located thereon as a result of foreclosure of the first mortgage or where a mortgagee of a first mortgage obtains title to the lot and improvements thereon as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the assessment pertaining to said property which became due prior to the acquisition of title in the manner above provided.

18. 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 a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, well or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan

so approved. Refusal of approval of plans, plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the said Architectural Control Committee shall seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval. The Architectural Control Committee 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 Committee is composed of Steven Shere and M. Ronald Krongold all of whose address is in care of RUSTIC VILLAGE, INC. c/o Krongold & Bass, P.A., 201 Alhambra Circle, Coral Gables, Florida 33134. Any member of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Each request for approval shall be accompanied by a Ten (\$10.00) Dollar fee made payable to the Association. Any approval by the Committee shall not signify that the Committee has determined that the approval meets Dade County Building Codes or Zoning Regulations. Members and/or representatives of any member shall not be personally liable for any act or vote of the Committee, and further, shall be fully indemnified by the Association in the event any action or suit is filed against the Committee, and/or any member or representative of any member.

19. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots (excluding the publicly dedicated tracts) in the said property has been recorded, agreeing to change said covenants in whole or in part.

20. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order

shall in no wise affect any of the other provisions which shall remain in full force and effect.

22. ADDITIONAL RESTRICTIONS:

The Architectural Control Committee may from time to time, in its sole discretion modify, amend, derogate or add to this Declaration of Restrictions.

23. WAIVER:

The Architectural Control Committee, upon application being made to it, may waive any one or more of the foregoing conditions, restrictions, limitations or agreements, with respect to any designated lot or lots, upon finding that such waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation or agreement with respect to any other lot.

IN WITNESS WHEREOF, RUSTIC VILLAGE, INC., a Florida corporation, has caused this instrument to be executed on this 7 day of Feb, 1978.

RUSTIC VILLAGE, INC.

By: [Signature]

Attest: [Signature]  
(STATE OF FLORIDA)  
) SS:  
(COUNTY OF DADE )



BEFORE ME, the undersigned authority, personally appeared Steven Shere and M. Ronald Krongold, respectively as President and Secretary of RUSTIC VILLAGE, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein expressed and that they affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at the City of Coral Gables, Dade County, Florida, this 5<sup>th</sup> day of February, 1978.



Notary Public, State of Florida at Large  
My Commission Expires May 12, 1981

[Signature]  
Notary Public, State of Florida  
My Commission Expires:

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
RICHARD P. BRINKER,  
CLERK CIRCUIT COURT



AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
RUSTIC LAKES

THIS DECLARATION, made on the date hereinafter set forth, by RUSTIC VILLAGE, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner (except for dedications made in the Plat of said property) of the following described real property:

All of RUSTIC LAKES, Section 2, according to  
Plat thereof, as recorded in Plat Book 108  
at Page 37 of the Public Records of Dade  
County, Florida,

hereinafter referred to as the "Subdivision".

WHEREAS, Declarant prepared a "Declaration of Restrictions - Rustic Lakes" dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Page 1144 through Page 1152, under Clerk's File No. 78R-62444, of the Public Records of Dade County, Florida, hereinafter referred to as "February 7, 1978 Declaration of Restrictions", and

WHEREAS, Declarant wishes to amend the above described "Declaration of Restrictions", and

WHEREAS, the Architectural Control Committee also joins in this Amendment,

NOW, THEREFORE, Declarant and Architectural Control Committee hereby declare:

1. The heading "DECLARATION OF RESTRICTIONS  
RUSTIC LAKES"

is hereby changed to read: "DECLARATION OF RESTRICTIONS  
OF  
RUSTIC LAKES, SECTION 2".

2. Paragraph 1. (a), Page 1 of the February 7, 1978 Declaration of Restrictions is stricken and the following shall take its place:

(a) "Association" shall mean and refer to RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, SECTION 2, INC., its successors and assigns. This Homeowners Association is separate and apart from "RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC."

Prepared By: Ronald Krongold  
201 Alhambra Circle  
9th Floor  
Coral Gables, Florida

3. Declarant hereby declares that the property described as follows:

All of RUSTIC LAKES, Section 3, according to the Plat thereof, recorded in Plat Book 109, at Page 46 of the Public Records of Dade County, Florida,

shall be held, sold and conveyed subject to the Declaration of Restrictions dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Pages 1144 through 1152, under Clerk's File No. 78R-6244 of the Public Records of Dade County, Florida, as amended by this "Amendment to Declaration of Restrictions Rustic Lakes".

4. The purpose of encumbering the above described property with the Declaration of Restrictions as amended is to protect the value and desirability of said property. The Declaration of Restrictions as amended shall run with the land and shall be binding upon all parties having any right, title or interest in the above described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

5. All time periods appearing in the "Declaration of Restrictions Rustic Lakes" recorded in Official Records Book 9966, Page 1144 of the Public Records of Dade County, Florida and as amended by this Amendment shall apply to all of Rustic Lakes, Section 3, according to the Plat thereof, as recorded in Plat Book 109 at Page 46 of the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, RUSTIC VILLAGE, INC., a Florida corporation, has caused this instrument to be executed on this 7<sup>th</sup> day of July, 1978.

RUSTIC VILLAGE, INC.

By: 

Attest: 

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally appeared STEVEN SHERE and M. RONALD KRONGOLD, respectively as President and Secretary of RUSTIC VILLAGE, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein expressed and that they affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at the City of Miami, Dade County, Florida, this 7<sup>th</sup> day of July, 1978.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
RICHARD P. BRINKER,  
CLERK CIRCUIT COURT

NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES  
EONDER

80R101535

AMENDMENT TO DECLARATION OF RESTRICTIONS

This is an amendment to a certain Declaration of Restrictions, and is made on the date hereinafter set forth, by RUSTIC VILLAGE, INC., a Florida Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant prepared a "Declaration of Restrictions-Rustic Lakes" dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Page 1144 through 1152, under Clerk's File Number 78R-62444, Public Records of Dade County, Florida, and

WHEREAS, Said Declaration was amended by that certain instrument recorded August 2, 1978, under Clerk's File Number 78R-201283, in Official Records Book 10113, Page 823, Public Records of Dade County, Florida, so that the said Declaration is now entitled "Declaration of Restrictions of Rustic Lakes, Section 2" and now encompasses the real property described as follows:

All of RUSTIC LAKES, Section 3, according to the Plat thereof, recorded in Plat Book 109, Page 46, Public Records of Dade County, Florida, and

WHEREAS, Declarant wishes to amend the above-described "Declaration of Restrictions" so as to encompass additional property held by Declarant and described in Exhibit A attached hereto, and

WHEREAS, the Architectural Control Committee also joins in this amendment,

NOW, THEREFORE, Declarant and the Architectural Control Committee hereby declare:

1. The above-described "Declaration of Restrictions" is hereby amended so as to encompass and encumber all that certain additional real property owned by Declarant and described in Exhibit A attached hereto.

2. By this instrument Declarant hereby declares that the property described in the preceding paragraph shall be held, sold and conveyed subject to the Declaration of Restrictions dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966, at pages 1144 through 1152, under Clerk's File Number 78R-62444, Public Records of Dade County, Florida as amended.

3. The Declaration of Restrictions as amended shall run with the land and shall be binding upon all parties having any right, title or interest in the above-described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

4. The purpose of encumbering the above-described property with the Declaration of Restrictions as amended is to protect the value and desirability of said property.

5. All time periods appearing in the said Declaration of Restriction-Rustic Lakes, as amended shall apply to all of that certain additional real property owned by Declarant and described in Exhibit A attached hereto.

IT WITNESS WHEREOF, RUSTIC VILLAGE, INC., a Florida Corporation, has caused this instrument to be executed on this 9th day of ~~March~~ APRIL, 1980.

Witnesses:

Harold Elin  
Eileen F. Braver

RUSTIC VILLAGE, INC.

By: X

Steven Shere, President



ARCHITECTURAL CONTROL COMMITTEE OF RUSTIC LAKES

By: X

Harold Elin  
Eileen F. Braver

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF DADE )

Before me, the undersigned authority, personally appeared Steven Shere, President of Rustic Village, Inc., a Florida Corporation, to me known to be the person who signed the foregoing instrument in the capacity set forth above and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein expressed and that he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, on this 9th day of ~~March~~ APRIL, 1980.

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

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 4 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

Eileen F. Braver



STATE OF FLORIDA )  
 ) ss.  
COUNTY OF DADE )

Before me, the undersigned authority, personally appeared Steven Shere of the Architectural Control Committee of Rustic Lakes, known by

me to be the person who signed the foregoing instrument in such capacity and who acknowledged the execution thereof to be his free act and deed and for such uses and purposes therein expressed and that the said instrument is the act and deed of the said Architectural Control Committee.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 9th day of ~~March~~, 1980.

*April*

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

*E. E. Eason*



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 4 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

replat of a portion of Tract "M - MII" of KENDALE LAKES NORTH SECTION FIVE as recorded in Plat Book 95 at Page 59 of the Public Records of Dade County, Florida; lying and being in the Northwest 1/4 of Section 27, Township 54 South, Range 39 East, Dade County, Florida and being more particularly described as follows: Begin at the Northeast corner of said Tract "M - MII"; thence run S0°03'38"E, along the East line of said Tract "M - MII", for 400 feet; thence run S29°48'00"E, along said East line of Tract "M - MII", for 166.94 feet to a point of intersection with a circular curve; thence run Southwesterly along the Northernly Right-of-Way line of S. W. 146th Avenue as shown in said KENDALE LAKES NORTH SECTION FIVE, along said circular curve, being a circular curve to the left having for its elements a central angle of 3°51'25" and a radius of 1090 feet, for an arc distance of 73.37 feet to a point of curvature; thence follow the Easterly boundary line of RUSTIC LAKES SECTION 2 as recorded in Plat Book 198 at Page 37 of the Public Records of Dade County, Florida, the following courses and distances:

thence run Southwesterly and Northwesterly, along a circular curve to the right having for its elements a central angle of 93°51'25" and a radius of 25 feet for an arc distance of 40.95 feet to a point of tangency; thence run N29°48'00"W for 144.47 feet to a point of curvature; thence run Northwesterly, along a circular curve to the right having for its elements a central angle of 29°44'22" and a radius of 100 feet, for an arc distance of 51.91 feet to a point of tangency; thence run N0°03'38"W for 75 feet; thence run S89°56'12"W for 50 feet;

thence leaving said Easterly boundary line of RUSTIC LAKES SECTION 2, follow the boundary line of RUSTIC LAKES SECTION 3 as recorded in Plat Book 109 at Page 46 of the Public Records of Dade County, Florida, the following courses and distances:

thence run N0°03'38"W for 75 feet; thence run S89°56'12"W for 550.48 feet; thence run South for 74.97 feet; thence run West for 50 feet; thence run South for 49.14 feet; thence run West for 100 feet;

thence leaving said boundary line of RUSTIC LAKES SECTION 3, run North, along the West line of said Tract "M - MII", the same being the Easterly Right-of-Way line of S. W. 147th Avenue as shown in said KENDALE LAKES NORTH SECTION FIVE, for 348.98 feet to a point of curvature; thence run Northeasterly along a circular curve to the right having for its elements a central angle of 89°56'12" and a radius of 25 feet for an arc distance of 39.24 feet to a point of tangency; thence run N89°56'12"E, along the North line of said Tract "M - MII", the same being the Southerly Right-of-Way line of S. W. 56th Street (Miller Road) as shown in said KENDALE LAKES NORTH SECTION FIVE, for 825.24 feet to the Point of Beginning; Containing 6.12 Acres, More or Less.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
RICHARD P. BRINKER,  
CLERK CIRCUIT COURT

1980 JUN -6 AM 11:02

80R151795

## AMENDMENT TO DECLARATION OF RESTRICTIONS

This is an amendment to a certain Declaration of Restrictions, and is made on the date hereinafter set forth, by RUSTIC VILLAGE, INC., a Florida Corporation, hereinafter referred to as "Declarant".

## W I T N E S S E T H :

WHEREAS, Declarant prepared a "Declaration of Restrictions-Rustic Lakes" dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Page 1144 through 1152, under Clerk's File Number 78R-62444, Public Records of Dade County, Florida, and

WHEREAS, Said Declaration was amended by that certain instrument recorded August 2, 1978, under Clerk's File Number 78R-201283, in Official Records Book 10113, Page 823, Public Records of Dade County, Florida, so that the said Declaration is now entitled "Declaration of Restrictions of Rustic Lakes, Section 2" and now encompasses the real property described as follows:

All of RUSTIC LAKES, Section 3, according to the Plat thereof, recorded in Plat Book 109, Page 46, Public Records of Dade County, Florida, and

WHEREAS, Declarant wishes to amend the above-described "Declaration of Restrictions" so as to encompass additional property held by Declarant and described in Exhibit A attached hereto, and

WHEREAS, the Architectural Control Committee also joins in this amendment,

NOW, THEREFORE, Declarant and the Architectural Control Committee hereby declare:

1. The above-described "Declaration of Restrictions" is hereby amended so as to encompass and encumber all that certain additional real property owned by Declarant and described in Exhibit A attached hereto.

2. By this instrument Declarant hereby declares that the property described in the preceding paragraph shall be held, sold and conveyed subject to the Declaration of Restrictions dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966, at pages 1144 through 1152, under Clerk's File Number 78R-62444, Public Records of Dade County, Florida as amended.

3. The Declaration of Restrictions as amended shall run with the land and shall be binding upon all parties having any right, title or interest in the above-described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

4. The purpose of encumbering the above-described property with the Declaration of Restrictions as amended is to protect the value and desirability of said property.

5. All time periods appearing in the said Declaration of Restriction-Rustic Lakes, as amended shall apply to all of that certain additional real property owned by Declarant and described in Exhibit A attached hereto.

IT WITNESS WHEREOF, RUSTIC VILLAGE, INC., a Florida Corporation, has caused this instrument to be executed on this 4th day of June, 1980.

Witnesses:

Kathleen S. Crocco  
Elda M. Davis

RUSTIC VILLAGE, INC.

By: Steven Shere, President



ARCHITECTURAL CONTROL COMMITTEE OF RUSTIC LAKES

Kathleen S. Crocco  
Elda M. Davis

By: [Signature]

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF DADE )

Before me, the undersigned authority, personally appeared Steven Shere, President of Rustic Village, Inc., a Florida Corporation, to me known to be the person who signed the foregoing instrument in the capacity set forth above and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein expressed and that he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 4th day of June, 1980.

My Commission Expires: 1/1/83

Elda M. Davis  
Notary Public  
STATE OF FLORIDA



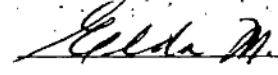

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF DADE )

Before me, the undersigned authority, personally appeared Steven Shere, President of the Architectural Control Committee of Rustic Lakes, known by



me to be the person who signed the foregoing instrument in such capacity and who acknowledged the execution thereof to be his free act and deed and for such uses and purposes therein expressed and that the said instrument is the act and deed of the said Architectural Control Committee.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 4th day of June, 1980.

My Commission Expires: 12/2/83  

RUSTIC LAKES SECTION 4, according to the Plat thereof  
as recorded in Plat Book 113, Page 70, Public Records  
of Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT

EXHIBIT "A"

OFF. REC. 1581561104

93R078450 1993 FEB 16 16:52

AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF  
RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION, INC.

This is an amendment to a certain declaration of restrictions, and is made on the date hereinafter set forth, by Rustic Village Homeowner's Association, Inc., a Florida Corporation, hereinafter referred to as Declarant.

WITNESSETH

WHEREAS, the Declarant prepared a Declaration of Restrictions - Rustic Lakes dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Page 1144 through 1152, under Clerk's file number 78R-62444, Public Records of Dade County, Florida and

WHEREAS, the Declaration of Restrictions now encompasses the real property described as follows:

All of Rustic Lakes, Section 3,  
according to the Plat thereof,  
Recorded in Plat Book 109, Page 46,  
Public Records of Dade County,  
Florida and

WHEREAS, Declarant wishes to amend the above described Declaration of Restrictions.

NOW THEREFORE, the Declarant hereby declares:

I. Paragraph three, sub-section C entitled Special Assessments shall be amended as follows:

No special assessment which will exceed \$100.00 shall be made without submitting the proposed special assessment to a vote of the members of the Association. A majority vote of the members of the Association present at said meeting shall be required in order to ratify any special assessment exceeding \$100.00. Paragraph three, sub-section C is further amended so

OFF.  
REC. 1581501105

that a full accounting must be provided in order to substantiate the need for any special assessment.

II. Paragraph sixteen entitled Protective Wall shall be amended as follows:

As to all lots bordering the protective walls surrounding the subdivision, each individual lot owner shall be responsible for the repair, and upkeep of that portion of the wall which borders said owner's lot. If the wall is determined to need repair and the homeowner is put on notice to repair the wall, the homeowner shall have thirty (30) days in which to initiate repair. If the homeowner has not initiated repairs within the time provided, the Association may at its discretion make repairs to the wall and bill the homeowner for said repairs. If the homeowner has not paid for the repairs within thirty (30) days from the date of billing, the Association shall have the right to file a lien against the property of said homeowner and take any steps necessary in order to recover the amount spent for repairs.

III. Paragraph seventeen entitled Maintenance shall be amended to read as follows:

The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon any owners failure to maintain his property the Association may, at its option, after giving the said owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgment and have dead trees, shrubs and plants

OFF. REC. 15815PG1106

removed from any lot. Upon the owners failure to maintain the exterior of any structure or the fence which borders said owner's lot, in good repair and appearance, the Association may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workman like manner. The owner of each lot shall reimburse the Association for the costs of any work as above required, and to secure such reimbursement, the Association shall have lien rights upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the costs of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall state the time the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work, and, if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The liens for unpaid assessments hereinbefore provided for shall be subordinate and inferior for any lien for taxes unto any mortgage lien so long as said mortgage is a first mortgage against the property encumbered thereby and secures indebtedness to be amortised in monthly or quarter annual payments over a period not less than ten (10)

OFF. REC. 15815PG1107

years. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the lot and improvements located thereon as a result of foreclosure of the first mortgage or where a mortgagee of the first mortgage obtains title to the lot and improvements thereon as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the assessment pertaining to said property which became due prior to the acquisition of title in the manner above provided.

IV. Paragraph eighteen shall be amended so that the words sole and uncontrolled discretion of the said architectural control committee shall be deleted. Paragraph eighteen shall be amended so that the refusal of approval of plans, must be made on a reasonable basis and that the reason for refusal must be provided to the homeowner in writing.

IN WITNESS WHEREOF, Rustic Village Homeowner's Association, Inc., has caused this instrument to be executed on this 05 day of February, 1993.

Rustic Village Homeowner's Association, Inc.

BY: *Armando Sanchez Agramonte*  
Armando Sanchez Agramonte,  
President

ATTEST: *Melina Rodriguez*  
Secretary

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 05 day of February, 1993 by Armando Sanchez and

REC: 1581501108

Marlene Rodriguez who are personally known to me or  
who have produced \_\_\_\_\_, as identification and who  
did (did not) take an oath.

*Marilyn Rios*  
Notary Public, State of Florida  
Printed, typed or stamped name:  
Marilyn Rios

\_\_\_\_\_  
(Serial Number, if any)

My Commission Expires:

Notary Public  
Marilyn Rios  
STATE OF FLORIDA  
My Comm Exp 10/7/95  
BONDED

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Steven Shere, President of Rustic Village, Inc. is the owner of the fee simple title to the following described property situated in Dade County, Florida:

See Attached

AND WHEREAS, a plat of said land is about to be filed upon the public records of Dade County, Florida, by which said land will be known as Rustic Lakes Section IV Subdivision:

NOW, THEREFORE, in consideration of the premises and of the acceptance of said plat by Dade County, the undersigned does hereby declare and agree that upon the sale of said subdivision or of any lot or lots therein, the undersigned will incorporate in such conveyance or conveyances the following covenant or deed restriction, to-wit:

That no driveway connections will be permitted within this subdivision onto SW 146th Avenue.

The undersigned hereby declares that this said covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the said land above described, and shall constitute a covenant running with the land and shall be binding upon the undersigned, his successors and assigns.

IN WITNESS WHEREOF, the undersigned, Steven Shere, President of Rustic Village, Inc. has executed these presents for the purposes above set forth, this the 14th day of September, 1979

Signed, sealed and delivered in the presence of:

Rustic Village, Inc.

Steven Shere, President

STATE OF FLORIDA )  
                          )  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements,

Steven Shere, President, to me well known to be the person or persons described in and who executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Miami Florida, this 14th day of September, 1979

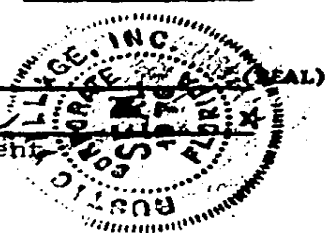
Frances A. Walsh  
Notary Public, State of Florida

My commission expires:

This document prepared by Steven Shere

14464 S.W. 58th Terrace, Miami, Fl 33183  
Address

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES MAY 30 1983  
GIVEN THIS GENERAL INE. UNDERWRITERS



Handwritten initials 'TW' in the bottom right corner.



LEGAL DESCRIPTION

OFF REC 10558 PG

8

KNOW ALL MEN BY THESE PRESENTS: That Rustic Village, Inc. a Florida corporation has caused to be made the attached plat of "RUSTIC LAKES SECTION 4" the same being a replat of a portion of Tract 'M - M' of KENDALE LAKES NORTH SECTION FIVE as recorded in Plat Book 95 at Page 59 of the Public Records of Dade County, Florida; lying and being in the Northwest 1/4 of Section 27, Township 54 South, Range 39 East, Dade County, Florida and being more particularly described as follows: Begin at the Northeast corner of said Tract 'M - M'; thence run  $50^{\circ}03'38''$ E, along the East line of said Tract 'M - M', for 400 feet; thence run  $S29^{\circ}48'00''$ E, along said East line of Tract 'M - M', for 166.94 feet to a point of intersection with a circular curve; thence run Southwesterly along the Northerly Right-of-way line of S.W. 146th Avenue as shown in said KENDALE LAKES NORTH SECTION FIVE, along said circular curve, being a circular curve to the left having for its elements a central angle of  $3^{\circ}51'25''$  and a radius of 1090 feet, for an arc distance of 73.37 feet to a point of curvature; thence follow the Easterly boundary line of RUSTIC LAKES SECTION 2 as recorded in Plat Book 108 at Page 37 of the Public Records of Dade County, Florida, the following courses and distances:

thence run Southwesterly and Northwesterly, along a circular curve to the right having for its elements a central angle of  $93^{\circ}51'25''$  and a radius of 25 feet for an arc distance of 40.95 feet to a point of tangency; thence run  $N29^{\circ}48'00''$ W for 144.74 feet to a point of curvature; thence run Northwesterly, along a circular curve to the right having for its elements a central angle of  $29^{\circ}44'22''$  and a radius of 100 feet, for an arc distance of 51.91 feet to a point of tangency; thence run  $No^{\circ}03'38''$ W for 75 feet; thence run  $s89^{\circ}56'22''$ W for 50 feet;

thence leaving said Easterly boundary line of RUSTIC LAKES SECTION 2, follow the boundary line of RUSTIC LAKES SECTION 3 as recorded in Plat Book 109 at Page 46 of the Public Records of Dade County, Florida, the following courses and distances:

thence run  $NO^{\circ}03'38''$ W for 75 feet; thence run  $S89^{\circ}56'22''$ W for 550.48 feet; thence run South for 74.97 feet; thence run West for 50 feet; thence run South for 49.14 feet; thence run West for 100 feet;

thence leaving said boundary line of RUSTIC LAKES SECTION 3, run North, along the West line of said Tract 'M - M', the same being the Easterly Right-of Way- line of S.W. 147th Avenue as shown in said KENDALE LAKES NORTH SECTION FIVE, for 348.98 feet to a point of curvature; thence run Northeasterly along a circular curve to the right having for its elements a central angle of  $89^{\circ}56'22''$  and a radius of 25 feet for an arc distance of 39.24 feet to a point of tangency; thence run  $N89^{\circ}56'22''$ E, along the North line of said Tract 'M - M', the same being the Southerly Right-of Way line of S.W. 56th Street" (Miller Road) as shown in said KENDALE LAKES NORTH SECTION FIVE, for 825.24 feet to the point of Beginning; Containing 6.12 Acres, More or Less.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED

RICHARD P. BRINKE  
CLERK CIRCUIT COURT

742693

A NO  
FILED  
MAY 4 4 21 PM 1976  
FLORIDA DEPT. OF STATE  
CORPORATIONS DIVISION  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC.

In compliance with the requirements of the State of Florida, the undersigned, all of whom are residents of Dade County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify as follows:

ARTICLE I

NAME

The name of the corporation shall be RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

INITIAL REGISTERED OFFICE AND AGENT

The initial principal office of the Association shall be located at 201 Alhambra Circle, 9th floor, Coral Gables, Florida 33134. The office of the corporation may thereafter be at such other place as the Board of Directors of the Association may designate from time to time. The initial registered agent of the Association is M. Ronald Krongold, whose address is 201 Alhambra Circle, 9th floor, Coral Gables, Florida 33134.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Areas within that certain tract of property located in Dade County, Florida, and more particularly described in Exhibit A attached hereto, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Public Records of Dade County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire ( by give, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of Members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members, except as provided otherwise in the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(h) to maintain, repair, replace and operate the Common Areas of the Property;

(i) to purchase insurance upon the Common Areas of the Property and insurance for the protection of the Association and its Members;

(j) to reconstruct improvements to the Common Area after casualty and further improve the Property;

(k) to make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Areas of the Property;

(l) to employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Common Areas of the Property.

#### ARTICLE IV

##### MEMBERSHIP

Every person or entity who is the record owner of a fee or undivided fee interest in any Lot which is a part of the subject property, and subject to the terms and conditions of the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

#### ARTICLE V

##### VOTING RIGHTS

The Association shall have two (2) classes of voting Membership:

Class A. Class A Members shall be all Owner with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no cumulative voting.

Class B. The Class B Members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A Membership equal the total votes outstanding in the Class B Membership; or
- (b) On December 31, 1981.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who shall be Members of the Association, excepting that until Class B Membership has ceased and has been converted to Class A Membership, the Members of the Board of Directors need not be Members of the Association, and the initial Board of Directors and the succeeding Board, until such time as the Class B Membership has ceased and has been converted to Class A Membership, shall be comprised of three (3) Members. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
STEVEN SHERE	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
M. RONALD KRONGOLD	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
PAUL H. BASS	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134

The initial Board of Directors' herein designated shall serve until Class B Membership has ceased and has been converted to Class A Membership and until the first annual Membership meeting thereafter, at which time the Members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect three (3) Directors for a term of three (3) years, provided, however that so long as the Declarant is the Owner of one (1) or more Units within the subject Property and continued to hold said Unit or Units for sale in the ordinary course of business, then the Declarant shall be entitled to designate one (1) Member to serve on the Board of Directors, notwithstanding the fact that Class B stock has ceased to exist and been converted to Class A stock. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining Directors, provided however, that should said vacancy occur in the Board Member designated by the Declarant, then said vacancy shall be filled by the Declarant, provided the Declarant continues to hold at least one (1)

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Unit for sale in the ordinary course of business. Directors may additionally be removed in the manners provided for in the By-Laws.

#### ARTICLE VII

##### OFFICERS

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Members of the Board of Directors. The names and addresses of the Officers that shall serve until their successors are designated by the Board of Directors is as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
STEVEN SHERE	President	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th fl. Coral Gables, Florida 33134
M. RONALD KRONGOLD	Vice-President	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th fl. Coral Gables, Florida 33134
M. RONALD KRONGOLD	Secretary-Treasurer	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th fl. Coral Gables, Florida 33134

#### ARTICLE VIII

##### BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

#### ARTICLE IX

##### INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or to which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement is being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

#### ARTICLE X

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each Class of Members. Upon

dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XI

##### TERM

The term of this Association shall be perpetual.

#### ARTICLE XII

##### AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meetings at which the proposed amendment is considered.

(b) A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided: Amendments to these Articles shall require the assent of seventy-five percent (75%) of the entire Membership of the Association and seventy-five percent (75%) of the Members of the Board of Directors.

(c) A copy of each amendment shall be filed with the Secretary of State or its successor.

#### ARTICLE XIII

##### SUBSCRIBERS

The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
STEVEN SHERE	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
M. RONALD KRONGOLD	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134
PAUL H. BASS	c/o Krongold & Bass, P.A. 201 Alhambra Circle, 9th floor Coral Gables, Florida 33134



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHO' PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION SECTION 2, INC.  
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Coral Gables,  
(CITY)

STATE OF Florida, HAS NAMED M. RONALD KRONGOLD,  
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT Krongold & Bass, P.A., 201 Alhambra Circle, 9th floor, Coral Gables, Fl.33134  
(STREET ADDRESS AND NUMBER OF BUILDING,  
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Coral Gables,, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT  
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]  
(CORPORATE OFFICER)

TITLE Vice President

DATE 4/16/78

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE [Signature]  
(RESIDENT AGENT)

DATE 4/16/78

CORP. 25  
1/1/76



BY-LAWS

OF

RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

IDENTITY

The name of the corporation is RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association", a corporation not-for-profit organized under the laws of the State of Florida. The Association has been organized for the purpose of administering to the Common Areas of RUSTIC LAKES, including the lake and lake shore, a development located upon the following land in Dade County, Florida:

ALL of RUSTIC LAKES according  
to the Plat thereof, as recorded in Plat Book , at Page  
of the Public Records of Dade County, Florida,

and the principal office of the corporation shall be located at c/o Krongold & Bass, P.A. Ninth Floor, 201 Alhambra Circle, Coral Gables, Florida 33134, but meetings of members and directors may be held at such places within the State of Florida, County of Dade, as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

The seal of the corporation shall bear the name of the corporation, the word "Fla.", the words "Corporation Not-For-Profit", and the year of incorporation, an impression of which is as follows:

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the RUSTIC LAKES Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property and the lake over which the Association shall have an easement or other right for maintenance of said property. It is distinctly understood that the said property over which the Association shall have an easement or other right for maintenance may be those certain lands which constitute the exterior of the protective wall which borders a portion of the Subdivision, the landscaped median located at the entrance to the Subdivision and such other real property as the Association may from time to time reasonably designate, as well as the care of the lake.

Section 4. "Lot" shall mean and refer to any platted lot as shown on the recorded plat of RUSTIC LAKES, or any resubdivision thereof.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



Section 7. Order of Business. The order of business at annual members meetings, and as far as practical at other meetings, shall be:

- A. Calling of the roll and certifying of proxies;
- B. Proof of notice of meeting;
- C. Reading of Minutes;
- D. Report of officers;
- E. Report of committees;
- F. Appointment of chairman of inspection of election;
- G. Election of directors;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

ARTICLE IV

DIRECTORS

Section 1. Selection, Number, Term. The affairs of this Association shall be managed by a Board of from three (3) to nine (9) Directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) members. The names and addresses of the persons who shall serve as Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
STEVEN SHERE	c/o Krongold & Bass, P.A. 1110 Brickell Avenue, Suite 914 Miami, Florida 33131
M. RONALD KRONGOLD	c/o Krongold & Bass, P.A. 1110 Brickell Avenue, Suite 914 Miami, Florida 33131
PAUL H. BASS ✓	c/o Krongold & Bass, P.A. 1110 Brickell Avenue, Suite 914 Miami, Florida, 33131

The initial Board herein described shall serve until Class B membership has ceased and has been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect a new Board with one-third (1/3) of the Directors serving for a term of one (1) year, one-third (1/3) for a term of two (2) years, and one-third (1/3) for a term of three (3) years. At each annual meeting thereafter, the Members shall elect one-third (1/3) of the Directors for a term of three (3) years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors, provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) Member to serve on the Board of Directors, which Member may not be removed from the Board except by the Declarant, and should said Member resign from the Board, he will be replaced by the Declarant.

Section 2. Removal. Any Director, except the original Directors, or the Director appointed by Declarant in accordance with the above Section, may be removed from the Board, with or without cause, by majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Without Meeting. The Director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least (five (5)) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This Section shall not be construed as to require regular meetings of the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 6. Joinder in Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 7. Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the president shall preside. In the absence of the presiding officer the Directors shall designate one of their Members to preside.

Section 8. Order Of Business. The order of business at Directors' meeting shall be:

- A. Calling of role;
- B. Proof of notice of meeting;
- C. Reading of minutes;
- D. Report of Officers and committees;
- E. Election of officers;
- F. Unfinished business;
- G. New business;
- H. Adjournment.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. Suspend the voting rights of a Member and his right to use recreational facilities during any period in which such Member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles or the Declaration;
- D. Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors, provided however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence at such meeting;
- E. Employ such employees as they deem necessary and prescribe their duties;
- F. Exercise such other powers as given by Florida Statutes and not in conflict herewith.

Section 2. Duties. It shall be the duty of the Board to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at an annual meeting of the Members;
  - B. Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed;
  - C. As more fully provided in the Declaration, to:
    - 1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
    - 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- and

3. Foreclose the lien against any Unit for which assessments are paid within thirty (30) days after due date and/or bring an action at law against the Owner personally obligated to pay the same.

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on property owned by the Association; ✓

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

G. Cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and a vice-president, who shall at all times be Members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Compensation. Compensation of all officers and employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

Section 9. Duties. The duties of the officers are as follows:

#### President

The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign

all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

#### Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board.

#### Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting and deliver a copy of each to the Members.

### ARTICLE IX

#### COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

### ARTICLE X

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

### ARTICLE XI

#### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due and payable shall be delinquent, and if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees incurred

in any such actions shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

ARTICLE XII

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 a quorum of Members present in person or by proxy, both Classes, except as may be elsewhere provided in these By-Laws, or the Articles of Incorporation or the Declaration of Restrictions with regard to the rights of the Declarant with respect to Amendments requested by the Federal Housing Administration, the Veterans Administration, or other governmentally related lending institutions.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. Provided further, however, that so long as the Declarant owns any Units which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B Membership may have ceased to exist, no amendment may:

- A. Interfere with the Declarant's efforts to sell those Units owned by it;
- B. Remove the Declarant's right to appoint at least one (1) Member to the Board of Directors;
- C. Assess the Declarant for capital improvements without his prior written consent;
- D. Deny the Declarant the right to vote as a Class A Member with regard to those Units owned by it after such time as Class B Membership has ceased to exist; and
- E. Revoke Declarant's right to be excused from payment of regular assessments by virtue of his guaranteeing deficits, and providing services as elsewhere set forth in the Declaration of Restrictions and Articles of Incorporation.

ARTICLE XIII

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictions, Articles of Incorporation, or these By-Laws.

IN WITNESS WHEREOF, we, being all of the Directors of RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

Witnesses:

\_\_\_\_\_  
 Marcia Ferraro  
 \_\_\_\_\_  
 Marcia Ferraro  
 \_\_\_\_\_  
 Marcia Ferraro

\_\_\_\_\_  
 STEVEN SHERE  
 \_\_\_\_\_  
 M. RONALD KRONGOLD  
 \_\_\_\_\_  
 PAUL H. BASS





REC: 1581501109

93R078451 1993 FEB 16 16:52

AMENDMENT TO THE BY-LAWS RUSTIC VILLAGE  
HOMEOWNER'S ASSOCIATION, INC.

This is an amendment to the Bylaws of Rustic Village Homeowner's Association, Inc., and is made on the date hereinafter set forth, by Rustic Village Homeowner's Association, Inc., a Florida Corporation, hereinafter referred to as Declarant.

WITNESSETH

WHEREAS, the Declarant prepared Bylaws of Rustic Village Homeowner's Association, Inc., in conjunction with the Declaration of Restrictions - Rustic Lakes dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966, at Page 1144 through 1152, under Clerk's file number 78R-62444, Public Records of Dade County, Florida and

WHEREAS, the Bylaws of Rustic Village of Homeowner's Association, Inc., now encompasses the real property described as follows:

All of Rustic Lakes, Section 3,  
according to the Plat thereof,  
Recorded in Plat Book 109, Page 46,  
Public Records of Dade County,  
Florida and

WHEREAS, Declarant wishes to amend the above described Bylaws of Rustic Village Homeowner's Association, Inc.

NOW THEREFORE, the Declarant does hereby declare:

I. That portion of Article IV, Section I of the By-laws of Rustic Village Homeowner's Association, Inc., shall be amended to state that members of the Board of Directors shall serve one year terms; said elections to be held at the annual meeting of the Association. The language contained in the original Article IV,

OFF. REC. 15815PC1110

Section I in which directors shall serve two and three year terms shall be deleted.

II. Article IV, Section II of the By-laws of Rustic Village Homeowner's Association, Inc., shall be amended so that any director can be removed from the Board of Directors with cause by a majority vote of the Board of Directors. This amendment is in addition to and does not supersede the right of the members of the Association to remove any director from the Board of Directors with or without cause by a majority vote of the members of the Association.

IN WITNESS WHEREOF, Rustic Village Homeowner's Association, Inc., has caused this instrument to be executed on this 05 day of February, 1993.

Rustic Village Homeowner's Association, Inc.

BY: Armando Sanchez Agramonte  
Armando Sanchez Agramonte,  
President

ATTEST: Marlene Rodriguez-Kachulash  
Secretary

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 05 day of February, 1993 by Armando Sanchez and Marlene Rodriguez who are personally known to me or who have produced \_\_\_\_\_, as identification and who did (did not) take an oath.

Marilyn Rios  
Notary Public, State of Florida  
Printed, typed or stamped name:

Marilyn Rios

(Serial Number, if any)

My Commission Expires:

Notary Public  
MARILYN RIOS  
STATE OF FLORIDA  
My Comm Exp 10/7/95  
BONDED

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

**A GRAPHIC DESCRIPTION OF THE  
PROPERTY (“PLATS”).**



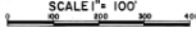


# RUSTIC LAKES SECTION 4

113-70

A RESUBDIVISION OF A PORTION OF TRACT "M-M" OF KENDALE LAKES NORTH SECTION 5 (PB95 P59)  
LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 27 TOWNSHIP 54 SOUTH, RANGE 39 EAST  
DADE COUNTY, FLORIDA

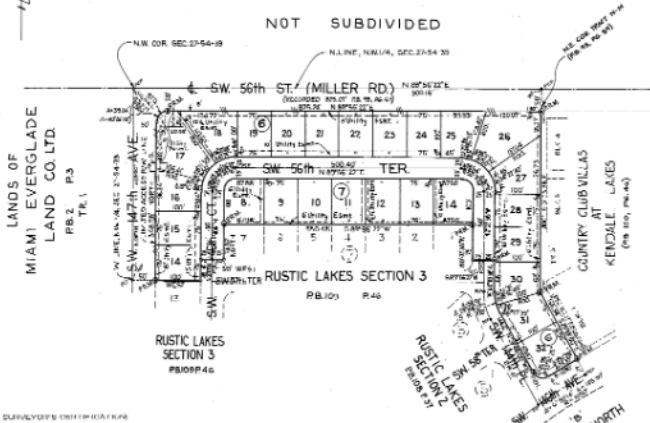
CAMPANILE & ASSOCIATES, INC.  
ENGINEERS & PLANNERS • SURVEYORS  
MIAMI, FLORIDA  
JULY 1979 PROJECT NO. 449-KR



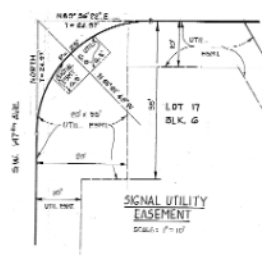
### SURVEYOR'S NOTES:

- Showings shown are based upon an assumed meridian.
- All shall have 25 feet closure tolerance shown.
- Distance Permanent Reference Monument.
- Distance Permanent Corner Pillar.
- Distance Limited Access Right-of-Way Line.
- Distance an easement into or the location of same lines indicated, unless otherwise shown.

NOT SUBDIVIDED



LOCATION MAP  
SCALE 1" = 100'



**SURVEYOR'S CERTIFICATION:**  
I HEREBY CERTIFY: That the attached plat entitled "RUSTIC LAKES SECTION 4" is a true and correct representation of the same as actually surveyed and plotted under our direction and that the Permanent Reference Monument, by which bearings were set out on this plat, does not exist on the date of this plat, in accordance with Part 1, Chapter 177, Code of the State of Florida.

*Campanile & Associates, Inc.*  
*Richard P. Brinker*  
Professional Land Surveyor #1224  
State of Florida

**MORTGAGE:**  
KNOW ALL MEN BY THESE PRESENTS: That Capital Bank, a Florida Banking Corporation formerly known as Capital Bank of North Bay Village, the owner and holder of this certain mortgage dated December 30, 1977, and recorded December 31, 1977, in Official Records Book 9851 of Page 3918 of the Public Records of Dade County, Florida, does hereby consent to this plat and joins in the above dedications.

**IN WITNESS WHEREOF:** Capital Bank has caused these presents to be signed by its Exec. Vice President and its corporate seal to be hereunto affixed and attested by its Vice President/Cashier, this 10th day of July, 1979.

*Richard P. Brinker*  
Exec. Vice President  
*Richard P. Brinker*  
Vice President/Cashier

**ACKNOWLEDGEMENT:**  
State of Florida, S.S. I HEREBY CERTIFY: That on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments, *Richard P. Brinker* and *Laura M. Luzzo*, Exec. Vice President and Cashier, respectively, of Capital Bank, a Florida Banking Corporation, to me well known to be the persons herein described and who signed the foregoing instrument and severally acknowledged the execution thereof to be their free and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the true and correct deed of said corporation.

WITNESS: My signature and official seal this 10th day of July, 1979, A.D. 1979.  
My Commission Expires: *February 10, 1982*

*Richard P. Brinker*  
Notary Public - State of Florida

**NOTICE:**  
KNOW ALL MEN BY THESE PRESENTS: That Jura Development Corporation, a Florida Corporation, the owner and holder of this certain mortgage dated December 13, 1977 and recorded December 30, 1977, in Official Records Book 9851 of Page 3918 of the Public Records of Dade County, Florida, does hereby consent to this plat and joins in the above dedications.

**IN WITNESS WHEREOF:** Jura Development Corporation, has caused these presents to be signed by its Assistant Secretary this 10th day of August, A.D. 1979.

*Howard M. Lazarus*  
Assistant Secretary  
*Allen S. Miller III*  
Assistant Secretary

**ACKNOWLEDGEMENT:**  
State of Florida, S.S. I HEREBY CERTIFY: That on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments, *Howard M. Lazarus* and *Allen S. Miller III*, Assistant Secretary, respectively, of Jura Development Corporation, a Florida Banking Corporation, to me well known to be the persons herein described and who signed the foregoing instrument and severally acknowledged the execution thereof to be their free and deed as such officers for the uses and purposes therein mentioned and that the said instrument is the true and correct deed of said corporation.

WITNESS: My signature and official seal this 10th day of August, A.D. 1979.  
My Commission Expires: *January 10, 1982*

*Edna Connelly*  
Notary Public - State of Florida at Large

**KNOW ALL MEN BY THESE PRESENTS:** That Rustic Lakes, Inc., a Florida Corporation has caused these presents to be signed by its President, its corporate seal to be hereunto affixed and attested by its Secretary, this 10th day of July, A.D. 1979.

**IN WITNESS WHEREOF:** Rustic Lakes, Inc. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 10th day of July, A.D. 1979.

*Richard P. Brinker*  
President  
*Richard P. Brinker*  
Secretary

**ACKNOWLEDGEMENT:**  
State of Florida, S.S. I HEREBY CERTIFY: That on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments, *Richard P. Brinker* and *Richard P. Brinker*, President and Secretary, respectively, of Rustic Lakes, Inc., a Florida Corporation, to me well known to be the persons herein described and who signed the foregoing instrument and severally acknowledged the execution thereof to be their free and deed as such officers for the uses and purposes therein mentioned and that the said instrument is the true and correct deed of said corporation.

WITNESS: My signature and official seal this 10th day of July, A.D. 1979.  
My Commission Expires: *May 10, 1982*

*Richard P. Brinker*  
Notary Public - State of Florida

**IN WITNESS WHEREOF:** Rustic Lakes, Inc., a Florida Corporation has caused these presents to be signed by its President, its corporate seal to be hereunto affixed and attested by its Secretary, this 10th day of July, A.D. 1979.

*Richard P. Brinker*  
President  
*Richard P. Brinker*  
Secretary

**ACKNOWLEDGEMENT:**  
State of Florida, S.S. I HEREBY CERTIFY: That on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments, *Richard P. Brinker* and *Richard P. Brinker*, President and Secretary, respectively, of Rustic Lakes, Inc., a Florida Corporation, to me well known to be the persons herein described and who signed the foregoing instrument and severally acknowledged the execution thereof to be their free and deed as such officers for the uses and purposes therein mentioned and that the said instrument is the true and correct deed of said corporation.

WITNESS: My signature and official seal this 10th day of July, A.D. 1979.  
My Commission Expires: *May 10, 1982*

*Richard P. Brinker*  
Notary Public - State of Florida

**APPROVAL:**  
This plat was approved by the Dade County, Florida Planning Department this 17th day of September, A.D. 1979.

*Richard P. Brinker*  
Director

This plat was approved by the Dade County, Florida, Public Works Department this 20th day of September, A.D. 1979.

*Richard P. Brinker*  
Director

This plat was approved by the Dade County, Florida, Building and Zoning Department this 21st day of September, A.D. 1979, also that the use of the site and other features as shown on this plat conform to the requirements of the applicable zoning as of this date.

*Richard P. Brinker*  
Director

This plat was approved and the foregoing definitions were accepted and approved by Resolution No. 1989-27 of the Board of County Commissioners of Dade County, Florida, this 27th day of September, A.D. 1979.

Attest: *Richard P. Brinker*  
Clerk of the Board of County Commissioners

Filed for record this 16th day of October, A.D. 1979, at 1:22 P.M., in Book 113 of Page 70 of the Public Records of Dade County, Florida. This plat complies with the Laws of the State of Florida, in respect to Dade County, Florida.

Attest: *Richard P. Brinker*  
Clerk of the Circuit Court

*Richard P. Brinker*  
Deputy Clerk