

PROJECTED OPERATING BUDGET
 CONDOMINIUM MAINTENANCE
 ESTIMATED MONTHLY - COMMON AREAS
 KENDALWOOD COURT CONDO

Water & Sewer	\$1,250.00
Trash Removal	50.00
Pool Service	250.00
Supplies & Miscellaneous	150.00
Landscaping & Lawns	230.00
Insurance	500.00
Payroll - Manager & Handyman	1,200.00
Legal & Secretary	240.00
Maintenance & Repair	600.00
Security	280.00
Exterminator Service	600.00
Recreation Room Care	50.00
Club Membership	<u>1,200.00</u>
Total Monthly Expenses	\$6,600.00
120 Units - Monthly Maintenance per unit	\$ 55.00 monthly

BY-LAWS OF

KENDALWOOD COURT CONDOMINIUM ASSOCIATION

An Unincorporated Association

ARTICLE ONE: Organization

1. The name of this organization shall be
KENDALWOOD COURT CONDOMINIUM ASSOCIATION
2. The organization may by a vote of the unit owners change its name.

ARTICLE TWO: Purposes

The following are the purposes for which this organization has been established:

1. To serve the recreational and maintenance needs of the owners of condominium units constructed upon the real property described on Exhibit A of the Declaration of Condominium to which this Exhibit D is attached.
2. To maintain and improve the real property upon which the recreational facilities are to be constructed and further, to maintain the facilities and improvements, including personal property, thereon.
3. For such other purpose as the Board of Directors may from time to time deem necessary for the efficient operation of the recreational facilities and common and limited common elements contemplated hereby.

ARTICLE THREE: Meetings of Membership

1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated in the notice.
2. Annual Meeting:
 - (a) The unit owners comprising the membership of the Association shall meet at least once in each calendar year after the formation of the Association and such meeting shall be designated "The Annual Meeting". The annual meeting of the membership of the Association shall be held on the 1st day of July of each year at 2:00 o'clock in the afternoon of that day. If the day so designated shall fall on a Sunday, or a legal holiday, then the meeting shall be held on the first business day thereafter. At least fourteen (14) days prior to the annual meeting, written

notice shall be mailed by regular mail to each member of the Association at the address appearing on the books of the Association and a copy thereof posted in a conspicuous place on the condominium premises.

(b) At the annual meetings, the membership of the Association shall elect directors and transact such other business as may properly come before the meeting. The directors so elected at the annual meeting shall constitute the Board of Directors until the next annual meeting of the members of the Association and the election and qualification of their successors.

3. Membership List: At least thirty (30) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by condominium units, with residents of each, shall be prepared by the Secretary of the Association. Such list shall be produced and kept for said thirty (30) days and during the election at the office of the Association, and shall be open to examination by any member during such period.

4. Special Meetings:

(a) Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of one-third of the unit owners. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting.

(c) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

5. Quorum: Fifty-one (51%) percent of the total number of members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these By-Laws. If, however, such quorum shall not be present, or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum

shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

6. **Vote Required to Transact Business:** When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes or the Declaration of Condominium or by these By-Laws a different vote is required, in which case such express provision shall govern and control the voting on such issue.

7. **Right to Vote:** All unit owners shall be entitled to one (1) vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. In the event any member of the Association is unable, for whatever reason, to be present in person at any meeting of the Association, such member may designate in writing, and with such terms and conditions as such member shall see fit, another member of the Association to vote for and act on behalf of the absent member at any meeting so designated. The person so appointed to act on behalf of the absent member shall be known as a "proxy" and shall exercise only the powers conferred upon him or her by the absent member. At the commencement of any meeting for which a person has been appointed a proxy, said proxy shall deliver to the presiding officer, his or her written authorization to act as a proxy for an absent member. Any proxy shall be valid for the meeting so noted or any adjourned meeting. In no event shall any one (1) member of the Association be designated a proxy for more than five (5) absent members. The appearance at any meeting by any member of the Association who has previously designated a proxy shall automatically revoke and terminate the proxy previously given by such member.

If more than one person or a corporation own a condominium unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said condominium unit. If same is not on file, the vote of such owner shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum has been met. Corporations shall have the right to membership in the Association.

8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting if such meeting were held and shall consent in writing to such action being taken.

9. Order of Business: The proposed order of business at all meetings of the Association will be:

- (a) Election of Chairman
- (b) Roll call
- (c) Proof of Notice of Meeting or Waiver of Notice
- (d) Reading of Minutes of Prior Meeting
- (e) Officers' Reports
- (f) Committee Reports
- (g) Unfinished Business
- (h) New Business
- (i) Adjournment.

ARTICLE FOUR: Voting

1. At all meetings, all votes shall be viva voce, except that for the election of officers and directors, ballots shall be provided and there shall not appear any place on such ballot any mark or markings that might tend to indicate the person who cast such ballot.

2. At any regular or special meeting if a majority so requires, any questions may be voted upon in the manner and style for election of officers and directors.

3. When voting by ballot is in order, the Chairman of such meeting shall, immediately prior to the commencement of balloting, appoint a committee of three who shall act as "Inspectors of Election" and who shall, at the conclusion of such balloting, certify in writing to the Chairman the results and the certified copy shall be physically affixed in the Minute Book to the minutes of that meeting.

4. No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

ARTICLE FIVE: Board of Directors

1. The business of this Association shall be managed by a Board of Directors consisting of three members together with the officers of this Association. At least one of the directors elected shall be a resident of the State of Florida and a citizen of the United States.
2. The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this Association in the same manner and style as the officers of this Association and they shall serve for a term of one year.
3. The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or assessments for betterment to the condominium property. Such Board of Directors shall only act in the name of the Association when it shall be regularly convened by its chairman after due notice to all directors of such meeting.
4. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof, shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency said notice shall not be required.
5. Two of the members of the Board of Directors shall constitute a quorum and the meetings of the Board of Directors shall be held regularly at such time and place as the Board of Directors shall designate.
6. Each director shall have one vote and such voting may not be by proxy.
7. The Board of Directors may make such rules and regulations covering its meeting as it may in its discretion determine necessary.
8. Vacancies in the said Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

9. The President of the Association by virtue of his office shall be Chairman of the Board of Directors. The Board of Directors shall select from one of their number a secretary.

10. A director may be removed either with or without cause at any time by a vote of the majority of the Association's membership at any regular or special meeting of the membership of the Association, except as provided in Article Nine of these By-Laws.

ARTICLE SIX: Officers

1. The officers of the Association shall be as follows:

President, Vice President, Secretary and Treasurer.

2. The President shall preside at all membership meetings. He shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each annual meeting of the Association an annual report of the work of the Association. He shall appoint all committees, temporary or permanent. He shall see all books, reports and certificates as required by law are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

3. The Vice President shall in the event of the absence or inability of the President to exercise his office become acting president of the Association with all the rights, privileges and powers as if he had been the duly elected president.

4. The Secretary shall keep the minutes and records of the Association in appropriate books.

5. It shall be the secretary's duty to file any certificate required by any statute, federal or state.

6. The Secretary shall also:

- (a) give and serve all notices to members of this Association
- (b) be the official custodian of the records and seal, if any, of this Association
- (c) be one of the officers required to sign the checks and drafts of the Association

(d) present to the membership at any meetings any communication addressed to him as Secretary of the Association

(e) submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association

(f) attend to all correspondence of the Association and shall exercise all duties incident to the office of Secretary.

7. The Treasurer shall:

(a) have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies or securities of the Association. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding an amount authorized by the Board of Directors and the balance of the funds of the Association shall be deposited in a savings bank except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of Florida.

(b) Must be one of the officers who shall sign checks or drafts of the Association. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it;

(c) shall render at stated periods as the Board of Directors shall determine a written account of the finances of the Association and such report shall be physically affixed to the minutes of the Board of Directors at such meeting.

8. Officers shall, by virtue of their office, be members of the Board of Directors.

9. No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the Association for duties other than as a director or officer.

ARTICLE SEVEN: Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an officer of the Association shall be paid any compensation for carrying out their duties.

ARTICLE EIGHT: Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

ARTICLE NINE: Annual Budget

1. The annual budget for common expenses for the condominium shall be adopted by the Board of Directors of the Association. A copy of the proposed annual budget of common expenses shall be mailed, by regular mail, to the unit owners at least thirty (30) days prior to the meeting at which the budget will be considered together with a notice of such meeting.

2. In the event the annual budget which requires assessments against unit owners in any fiscal or calendar year exceeds one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application to the Board of Directors of the Association by at least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice, by regular mail, to each unit owner nor more than thirty (30) days of the delivery of such application to the Board of Directors. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Directors and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Directors shall require a vote of not less than seventy-five percent (75%) of all of the unit owners not just those present at the special meeting in the manner described in this paragraph.

3. In determining whether assessments exceed one hundred and fifteen percent (115%) of assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors with respect to the repair or replacement of the condominium property or with respect to anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

4. As long as the developer is in control of the Board of Directors, said Board shall not impose an assessment for a year greater than one hundred and fifteen percent (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

5. As an alternative to the methods for adjusting the annual budget, the Board of Directors may propose the budget to the unit owners at a meeting of the Association, or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all of the unit owners in writing, such budget shall not thereafter be re-examined by the unit owners nor may the Board of Directors be recalled in the manner described in paragraph 2, supra.

ARTICLE TEN: Assessments

The assessments of the Association shall be paid by each member in accordance with the annual budget. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Association shall have a right to assess its members for their prorata share of any additional monies so required and the same shall be paid upon demand. All assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. However, payments under the quarterly assessments shall be divided into and be payable in monthly installments on the fifteenth (15th) day of each month. Nothing herein shall prevent the Board of Directors of the Association from paying taxes on retained monies or directing such payments; or, in the alternative, the Board of Directors may return retained sums to unit owners in accordance with the percentage of ownership prior to the end of the Association's taxable year.

ARTICLE ELEVEN: Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by unit owners and Board members at all reasonable times.

ARTICLE TWELVE: Amendments

These By-Laws may be altered, amended, repealed or added to by an affirmative vote of not less than a majority of the members, and in accordance with the Florida Condominium Act, Section 711, Florida Statutes.

Secretary

Approved:

President

OFF
REC 8773 PG1091

EXHIBIT "E"

REGULATIONS REGARDING CHILDREN

Children of all ages are allowed to reside in units in this Condominium.

MANAGEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 19____, by and between KENDALWOOD COURT CONDOMINIUM ASSOCIATION, an unincorporated association, hereinafter called the "Association", and Select Builders of Florida, Inc., a Florida corporation, hereinafter called "Manager".

W I T N E S S E T H:

WHEREAS,

(1) The Association is the governing body for the condominium located in Dade County, Florida; and

(2) The corporation owning the outstanding stock of the Manager is a wholly owned subsidiary of the Developer and as such, is familiar with the proposed operation; and

(3) The Association desires to designate a managing agent for said condominium;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Definitions: The terms used in this Management Agreement which are or shall be defined in the Condominium Act or the Declaration of Condominium unless provided to the contrary shall have the meanings assigned to such terms in said Act or Declaration.

2. Employment: The Association hereby appoints the Manager and the Manager hereby accepts the appointment on the terms and conditions provided for in this Management Agreement.

3. Exclusiveness: The management provided for herein shall be exclusively performed by or under the direct control and supervision of the Manager.

4. Term: The term of this Agreement shall commence on the date at which the first closing of a sale of a condominium unit in the condominium shall occur and shall continue in full force and effect until such time as all of the units contemplated to be constructed have been sold by the Developer, or until such time as the Association elects to exercise its rights pursuant to Chapter 711 of the Florida Statutes, as amended.

5. Powers and Duties of the Manager: The Manager shall have all of the powers and duties of the Association as set forth in the

Declaration and By-Laws of the Association (except such thereof as are specifically required to be exercised by its directors or members) to the exclusion of all other persons and shall perform by way of illustration, and not of limitation, the following services:

A. Cause to be hired, paid and supervised, all persons necessary to be employed in order properly to maintain and operate the condominium, who, in each instance, may be the employees of the Association or the Manager, as the Manager in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.

B. Cause the Common Elements and Limited Common Elements to be maintained, repaired and replaced, as set forth in the Declaration, including Interior and exterior cleaning and repairs and alterations to plumbing, electrical work, carpentry, painting, decorating and such other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations involving an expenditure of more than \$1,000.00 for any one item shall be made only with the prior written approval of the Association, but emergency repairs, immediately necessary for the preservation or safety of the buildings or the safety of the Unit Owners, tenants or other persons, or required to avoid suspension of any necessary service in the buildings, may be made by the Manager irrespective of the cost thereof, without the prior approval of the Association.

C. Cause all such acts and things to be done in or about the condominium as shall be necessary to comply with any and all orders or violations affecting the premises, placed thereon by any governmental authority having jurisdiction thereover, subject to the limitation with respect to amount of expenditure involved as contained in the preceding sub-paragraph of this Section.

D. Enter into contracts for garbage and trash removal, vermin extermination and other services and purchase all tools, equipment and supplies which shall be necessary properly to maintain and operate the condominium; make all such contracts and purchases in either the Association or the Manager's name as the Manager shall elect.

E. Cause to be effected and maintained to the extent obtainable, with insurance carriers selected by the Manager, in such amounts as the Association shall designate in writing, fire, liability, workmen's compensation and such other insurance as the Association may deem necessary or advisable.

F. Make a careful audit of all bills received for services, work and supplies ordered in connection with maintaining and operating the condominium, pay all such bills, and also pay water charges, sewer charges and assessments assessed with respect to the Common Elements, if any, as and when the same become due and payable.

G. Bill Unit Owners for Common Expenses and use its best efforts to collect same. In this regard the Association hereby authorizes the Manager to make demand for all regular and special assessments and charges which may be due the Association and to take such action in the name of the Association by way of making, recording, satisfying and foreclosing the Association's lien therefor, or by way of other legal process or otherwise, as may be required for the collection of such assessments.

H. Consider and, where reasonable, attend to the complaints of Unit Owners and tenants.

I. Cause to be prepared and filed the necessary forms for unemployment insurance, Social Security taxes and withholding taxes and all other forms required by any federal, state or municipal authority.

J. Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Manager, in a bank in Dade County, Florida, with suitable designation indicating their source, separate from other funds of the Manager.

K. Maintain in a satisfactory manner, the books of account, check books, minute books and other records of the Association.

L. In conjunction with the accountant for the Association, arrange for an annual audit of the books of account of the Association, including an annual report each year of the operations of the Association for the year then ended. A copy of each annual report shall be sent by the Manager to each Unit Owner.

M. Prepare and submit annually to the Association an operating budget setting forth the anticipated income and expenses of the condominium for the ensuing year; notify Unit Owners of annual and all other assessments of Common Expenses as determined by the Board of Directors of the Association.

N. Cause a representative of its organization to attend meetings of the Unit Owners and of the Board of Directors of the Association and, if desired by the Board, have its representative act as secretary and record the minutes of such meeting.

O. Prepare and send out all notices of Board of Directors meetings and Members' meetings and such other letters and reports as the Board may request.

P. Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it as Manager and the disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for inspection by the Association's Directors not more frequently than one time a calendar year. The Manager shall perform a continual internal audit of its financial records relative to its services as Manager for the purpose of verifying the same, but no independent or external audit shall be required of it. The Association shall have the right to an annual external independent audit provided the cost thereof and the employment of such auditor be by the Association directly and not through the Manager, and that the external auditor is acceptable to the Manager, whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager.

Q. Retain and employ attorneys, accountants, and such other experts and professionals whose services the Manager may reasonably require effectively to perform its duties hereunder.

R. Maintain, manage, supervise and direct the Recreational Facilities owned by the Association for the use of its members; establish and enforce rules and regulations concerning the use thereof, and generally to do all things necessary and appropriate for the beneficial use of such facilities.

6. Reimbursed Expenses. The Association authorizes the Manager to perform any act or do anything necessary or desirable in order to carry out his duties hereunder, and everything done by the Manager hereunder shall be done as agent of the Association and all obligations or expenses incurred thereunder shall be for the account, on behalf and at the expense of the Association. Any payments made by the Manager hereunder shall be made out of such funds as the Manager may from time to time hold for the account of the Association or as may be provided by the Association. The Manager shall not be obliged to make any advance to or for the account of the Association or to pay any amount except out of funds held or provided as aforesaid, nor shall the Manager be obliged to incur any liability or obligation unless the Association shall furnish the Manager with the necessary funds for the discharge thereof. If the Manager shall advance voluntarily for the Association's account any amount for the payment of any proper obligation or necessary expense connected with the maintenance or operation of the condominium, or otherwise, the Manager may reimburse itself out of the first collections from the condominium. The Manager shall confer fully with the Association in the performance of its duties hereunder.

7. Indemnification. The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own negligence or wilful misconduct. The Association will indemnify and save harmless the Manager from any liability for damages, costs and expenses for injury to any person or property in, about and in connection with the condominium, from any cause whatsoever, unless such injury shall be caused by the Manager's own negligence or wilful misconduct.

8. Office. The Association shall furnish the Manager an office within the Association's recreational building, along with necessary furniture, furnishings, office equipment and supplies with which to conduct the Association's business. The office shall be rent free.

9. Compensation. As compensation for its services hereunder, the Association shall pay to the Manager the full amount of all sums disbursed or incurred by the Manager in the performance of his duties hereunder, plus the sum of \$10.00 per unit per month. The fixed monthly charge of \$10.00 per unit per month is based upon the cost of living for the month of December, 1973 as reflected in the "Consumer's Price Index, United States Average - All Items and Food", published in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor and is herein called "Basic Manager Fee". The Basic Manager Fee shall be adjusted in the following manner to reflect increases in the cost of living as set forth in said index, or, if there be no such index, then by the most nearly comparable successor to the index. Increase in the Basic Manager Fee shall be computed and shall be due commencing January 1, 1975, and thereafter shall be computed and shall be due commencing on each successive yearly anniversary date thereafter, each of which dates is herein called a "Computation Date". Each increase shall be effective commencing from the Computation Date until the end of the term of this Agreement unless further increased at a subsequent Computation Date. The amount of the increased Basic Manager Fee shall be arrived at by multiplication of the Basic Manager Fee by a fraction of which the numerator shall be the index number for the September next preceding such Computation Date and the denominator shall be the index figure for December, 1974. The increase in the Basic Manager Fee so obtained shall be payable monthly together with the Basic Manager Fee. If there be no Consumer's Index or comparable successor thereto, then the increase contemplated herein shall be so established by arbitration in accordance with the rules of the American Arbitration Association.

10. Notices. All notices which the parties hereto may desire or be required to give hereunder shall be deemed to have been properly given and shall be effective when and if sent by United States Certified mail, postage prepaid, addressed to the Association at 331 N. E. 18 Street, Miami, Florida 33132, and to the Manager at 331 N. E. 18 Street, Miami, Florida 33132, or to such other addresses as either of the parties may designate in writing.

11. Benefit. This agreement and every provision hereof shall bind, apply to and run in favor of the Association and the Manager and their respective successors in interest, and may not be changed, waived or terminated orally. Neither of the parties may assign this agreement without the written consent of the other.

12. Severability. If any section, subsection, sentence, clause, phrase, or word of this agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein and the remainder of this agreement after the exclusion of such parts shall be deemed and held to be valid as if such excluded parts had never been included therein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Attest:

Secretary

By _____
President

"Association"

Attest:

By _____
President

"Manager"

REC 9713 PG 992

77R144185

'77 JUN 16 AM 11:57

AMENDMENTS TO DECLARATION OF CONDOMINIUM ESTABLISHING
KENDALWOOD COURT CONDOMINIUM

WHEREAS, KENDALWOOD COURT CONDOMINIUM was established by Declaration of Condominium, together with all exhibits thereto, dated September 6, 1974 and filed September 6, 1974, under Clerk's File No. 74R-208757, in Condominium Plan Book 40 at Page 8 in the Public Records of Dade County, Florida, and

WHEREAS, by scrivener's error the property submitted to condominium ownership and described on Exhibit "C" attached to the aforesaid Declaration of Condominium inadvertently did omit the designation of the undivided share stated in the common elements appurtenant to Unit "G" of Building 13711 as shown on Page 2 of the aforesaid Declaration of Condominium be and the same hereby is amended as follows, nothing contained in said Declaration of Condominium or exhibits thereto to the contrary notwithstanding:

1. Page 2 of Exhibit "C" shall hereafter designate as the undivided share in the common elements appurtenant to Unit "G", type "A" in Building 13711 and there shall be inserted under the heading "Undivided Share Stated in the Common Elements Which Are Appurtenant to Each of the Units" adjacent to the designation of Building 13711, Unit "G", type "A" the number .9101 and such percentage shall hereafter designate the aforesaid undivided share of the common elements appurtenant to the aforesaid Building 13711, Unit "G", type "A".
2. except as hereinabove modified all of the other terms and provisions of and exhibits to the aforesaid Declaration of Condominium shall remain in full force and effect.

IN WITNESS WHEREOF SELECT BUILDERS OF FLORIDA, INC., has set its hand and seal this 1st day of June, 1977.

[Signature]
Witness

SELECT BUILDERS OF FLORIDA, INC.

By: [Signature]
Director and President

[Signature]
Witness

[Signature]
Director and Vice-President

The foregoing instrument was acknowledged before me this 1st day of June, 1977 by R. John Prusac and David H. Furston, as President and Vice-President of Select Builders of Florida, Inc., a Florida Corporation, on behalf of the Corporation.

[Signature]
A Commissioner and Notary Public
in and for the Province of Ontario
My Commission Does Not Expire on _____

This instrument prepared by:

Robert I. Weisler, Enquire
WILLIAMS, SALOMON, KANNER & DAMIAN
1023 DUPONT BUILDING
MIAMI, FLORIDA 33131
379-1681

RECORDED IN OFFICE RECORDS BOOK 24
BY DEED CLERK, FLORIDA
RECORD NUMBER
RICHARD P. DRIVER, JR.
DEED CLERK

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
TARACOMO TOWNHOMES, A CONDOMINIUM
F/K/A KENDALWOOD COURT CONDOMINIUM

WHEREAS, TARACOMO TOWNHOMES, a Condominium f/k/a KENDALWOOD COURT CONDOMINIUM, was established by Declaration of Condominium, together with all exhibits thereto, dated September 6, 1974, and filed September 6, 1974, under Clerk's File No. 74R-208757 and recorded in Official Records Book 8773 beginning at Page 1036 of the Public Records of Dade County, Florida; and

WHEREAS, a meeting of the TARACOMO TOWNHOMES CONDOMINIUM ASSOCIATION was conducted on November 12, 1977 after notice was duly given in accordance with the By-Laws of the Association; and

WHEREAS, a quorum of voters were present at such meeting there being persons owning in excess of a majority of the total units in attendance at the meeting; and

WHEREAS, the persons in attendance unanimously voted to amend the Declaration of Condominium to add Exhibit "A" and Exhibit "B" which were inadvertently omitted when the original Declaration was recorded and to amend certain of the rules and regulations of the Condominium; and

WHEREAS, the following amendment was unanimously adopted by all unit owners in attendance at the meeting, constituting more than seventy-five (75%) percent of the total units in the project:

1. The Declaration of Condominium shall be amended by adding Exhibit "A" and Exhibit "B" attached hereto which documents were originally recorded in Condominium Plan Book 40 at Page 8 but which were inadvertently omitted when the Declaration of Condominium was recorded in the Public Records of Dade County, Florida; and

The foregoing Amendment to Declaration of Condominium was approved and accepted by the following unit owners on the 12th day of November, 1977.

Witnesses:

Owner

Unit No.

Henry A Jones
Carol Jones Lassarante

York-Hannover Corp,
By Gene Chamberlain
Gene Chamberlain,
Vice President

Owner of eighty (80)
units.

81. Dorothy Jones Nicholas J. Flatz
Carol Jones Lassarante

82. Dorothy Jones St Brundage
Carol Jones Lassarante

83. Dorothy Jones Maureen Jordan
Carol Jones Lassarante

84. Dorothy Jones Carlton
Carol Jones Lassarante

85. Dorothy Jones Mrs. D. M. Duvall
Carol Jones Lassarante

86. Dorothy Jones Marian West
Carol Jones Lassarante

87. Dorothy Jones James Moore
Carol Jones Lassarante

88. Henry A Jones J. M. Haley
Carol Jones Lassarante

89. Henry A Jones Mrs Louis Kifer
Carol Jones Lassarante

90. Henry A Jones Teddy King
Carol Jones Lassarante

91. Henry A Jones Leola Marger
Carol Jones Lassarante

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GENE CHAMBERLAIN, Vice President of YORK-HANNOVER CORP., to me known to be the person who executed the foregoing Amendment to Declaration of Condominium, and he duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this *7th* day of December, 1977.

(SEAL)

Carol Jones Paravante
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EX RES MAY 22, 1980
BONDED THRU GENERAL URANCE UNDERWRITERS

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, all of the foregoing individuals, to me known to be the persons who executed the foregoing Amendment to Declaration of Condominium, and they duly acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this *7th* day of December, 1977.

(SEAL)

Carol Jones Paravante
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EX RES MAY 22, 1980
BONDED THRU GENERAL URANCE UNDERWRITERS

CERTIFICATE

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a resolution amending the Declaration of Condominium and By-Laws of KENDALWOOD COURT CONDOMINIUM; according to the Declaration of Condominium recorded in Official Records Book 8773 at Page 1036 of the Public Records of Dade County, Florida, which resolution was duly adopted by seventy-five (75%) percent or more of the membership of the KENDALWOOD COURT CONDOMINIUM ASSOCIATION at a meeting duly held on October 20, 1977, in accordance with the requirements of the Declaration of Condominium and By-Laws for their amendment.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED at Miami, Florida November 1, 1977.

Witnesses:

Carol Jones Laracuente
Henry A. Jones

KENDALWOOD COURT CONDOMINIUM ASSOCIATION

BY: Gene Chamberlain
Gene Chamberlain, President

Attest: Gisela Laubitz
Gisela Laubitz, Secretary

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GENE CHAMBERLAIN, and GISELA LAUBITZ, President and Secretary respectively of KENDALWOOD COURT CONDOMINIUM ASSOCIATION, to me known to be the persons who executed the foregoing instrument, and they duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said entity.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of December ~~November~~, 1977.

(SEAL)

Carol Jones Laracuente
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA #1 LARGE
MY COMMISSION EXPIRES MAY 23, 1980
BONDED THRU GENERAL URANCE UNDERWRITERS

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
KENDALWOOD COURT CONDOMINIUM

WHEREAS, KENDALWOOD COURT CONDOMINIUM was established by Declaration of Condominium, together with all exhibits thereto, dated September 6, 1974 and filed September 6, 1974, under Clerk's File No. 74R-208757 and recorded in Official Records Book 8773 beginning at Page 1036 of the Public Records of Dade County, Florida; and

WHEREAS, a meeting of the KENDALWOOD COURT CONDOMINIUM ASSOCIATION was conducted on October 20, 1977 after notice was duly given in accordance with the By-Laws of the Association; and

WHEREAS, a quorum of voters were present at such meeting there being persons owning in excess of one hundred (100) units in attendance at the meeting; and

WHEREAS, the persons in attendance voted to amend the Declaration of Condominium by changing the name of the condominium project; and

WHEREAS, the following amendment was unanimously adopted by all unit owners in attendance at the meeting, constituting more than seventy-five (75%) percent of the total units in the project:

1. The Declaration of Condominium shall be amended so that the name of the condominium shall be changed from KENDALWOOD COURT CONDOMINIUM to TARACOMO TOWNHOMES, a Condominium; and

2. Wherever the term KENDALWOOD COURT CONDOMINIUM appears throughout the Declaration of Condominium, and any exhibits thereto, the words TARACOMO TOWNHOMES, a Condominium shall be substituted therefor; and

3. The name of the Condominium Association shall henceforth be the TARACOMO TOWNHOMES CONDOMINIUM ASSOCIATION as substituted for KENDALWOOD COURT CONDOMINIUM ASSOCIATION.

The foregoing Amendment to Declaration of Condominium was approved and accepted by the following unit owners on the 20th day of October, 1977.

Witnesses:

Owner

Unit No.

York-Hannover Corp.

~~Henry A Jones~~
~~Carol Jones Laracuente~~

By Gene Chamberlain
Vice President

Owner of eighty (80) units.

81. ~~Carol Jones Laracuente~~ Nicholas J. Hirtz
Brookly Jones

82. ~~Dorothy Jones~~ FR Brandstader
~~Carol Jones Laracuente~~

83. ~~Dorothy Jones~~ Doriceen Jorda
~~Carol Jones Laracuente~~

84. ~~Dorothy Jones~~ Carroll Gordin
~~Carol Jones Laracuente~~

85. ~~Dorothy Jones~~ Mrs G. D. McDowell
~~Carol Jones Laracuente~~

86. ~~Dorothy Jones~~ Miriam West
~~Carol Jones Laracuente~~

87. ~~Dorothy Jones~~ James Moore
~~Carol Jones Laracuente~~

88. ~~Carol Jones Laracuente~~ M. Haley
Henry A Jones

89. ~~Henry A Jones~~ Mrs Louis Roberts
~~Carol Jones Laracuente~~

90. ~~Henry A Jones~~ Leddy King
~~Carol Jones Laracuente~~

91. ~~Henry A Jones~~ Ernest J. Mayhew
~~Carol Jones Laracuente~~

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GENE CHAMBERLAIN, Vice President of YORK-HANNOVER CORP., to me known to be the person who executed the foregoing Amendment to Declaration of Condominium, and he duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this *7th* day of December, 1977.

(SEAL)

Carol Jones Laramente
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 23, 1980
BONDED THRU GENERAL FRANCE UNDERWRITERS

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, all of the foregoing individuals, to me known to be the persons who executed the foregoing Amendment to Declaration of Condominium, and they duly acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this *7th* day of December, 1977.

(SEAL)

Carol Jones Laramente
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 23, 1980
BONDED THRU GENERAL FRANCE UNDERWRITERS

CERTIFICATE

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a resolution amending the Declaration of Condominium of TARACOMO TOWNHOMES, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 8773 at Page 1036 of the Public Records of Dade County, Florida, which resolution was duly adopted by Seventy-Five (75%) percent or more of the membership of the TARACOMO TOWNHOMES CONDOMINIUM ASSOCIATION at a meeting duly held on November 15, 1977 in accordance with the requirements of the Declaration of Condominium for its amendment.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED at Miami, Florida, November 16, 1977.

Witnesses:

TARACOMO TOWNHOMES CONDOMINIUM ASSOCIATION

Carol Jones Laracuente

BY *Gene Chamberlain*
Gene Chamberlain, President

Henry A. Jones

Attest: *Gisela Laubitz*
Gisela Laubitz, Secretary

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GENE CHAMBERLAIN, and GISELA LAUBITZ, President and Secretary respectively of TARACOMO TOWNHOMES CONDOMINIUM ASSOCIATION, to me known to be the persons who executed the foregoing instrument, and they duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said entity.

WITNESS my hand and official seal in the County and State aforesaid this ^{December} 17th day of November, 1977.

(SEAL)

Carol Jones Laracuente
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EX. RES. MAY 23, 1980
BONDED THRU GENERAL INSURANCE UNDERWRITERS

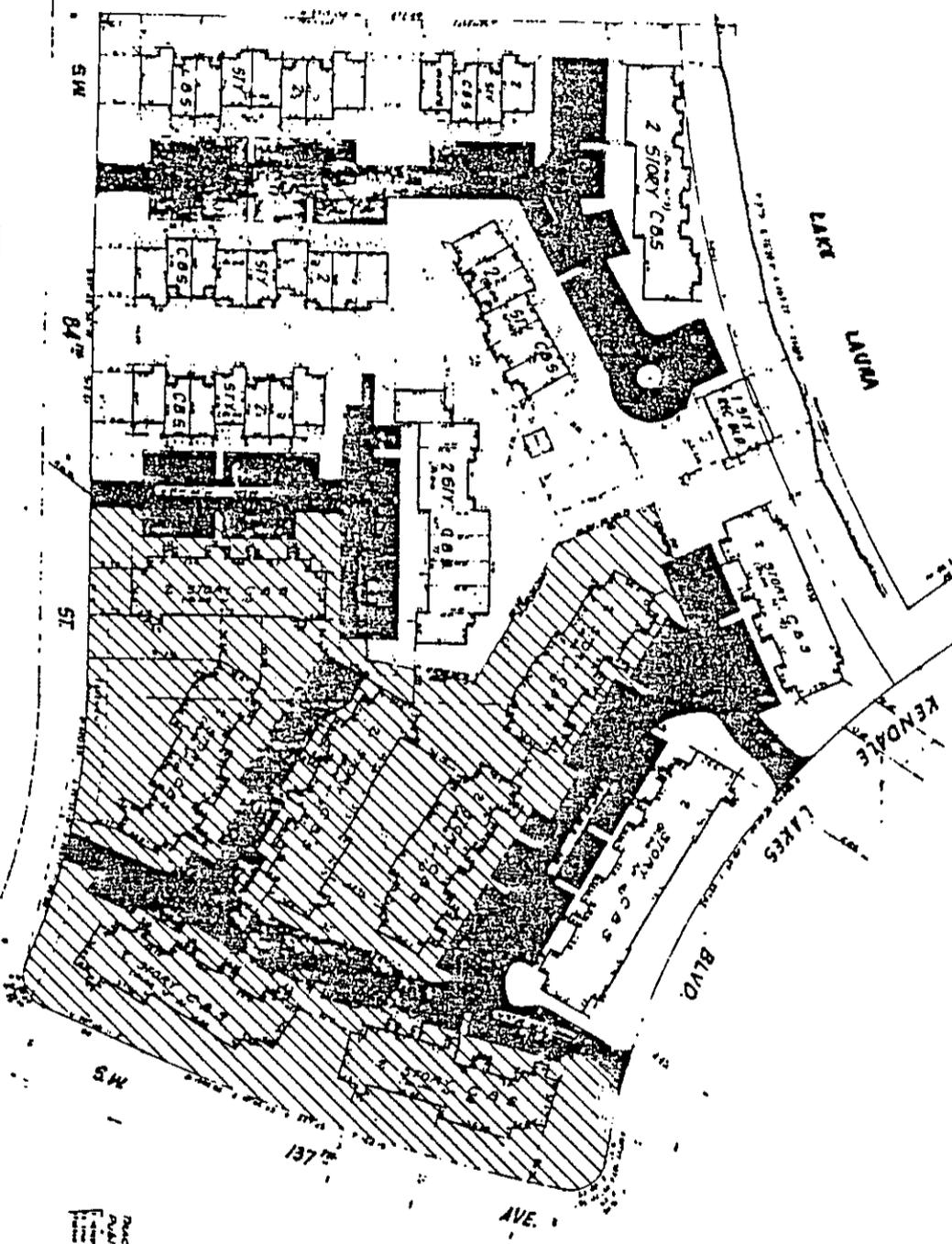
CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM,
SEE OFFICIAL RECORD BK. 8773 PG 1028.

40-8-



KENDALWOOD COURT CONDOMINIUM

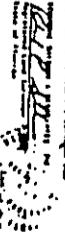
Exhibit A



SKETCH OF SURVEY
TRACT C-3, KENDALE LAKES CENTER PB 90-06 33

DADE COUNTY FLORIDA

TRACT C-3, KENDALE LAKES CENTER, PB 90-06 33
Public Records of Dade County Florida



SCHERKE-SHISKIN & ASSOCIATES, INC.

LAND SURVEYORS

REGISTERED PROFESSIONAL ENGINEERS

REGISTERED ARCHITECTS

REGISTERED LAND SURVEYORS

REGISTERED ENGINEERS

REGISTERED ARCHITECTS

REGISTERED ENGINEERS

REGISTERED ARCHITECTS

REGISTERED ENGINEERS

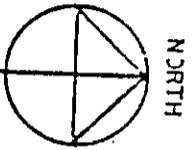
REGISTERED ARCHITECTS

REGISTERED ENGINEERS

REGISTERED ARCHITECTS

REGISTERED ENGINEERS

EXHIBIT "B"



LAKE LAJUNA

KENDALE LAKES BLVD

S.W. 137th AVENUE

S.W. 84th STREET

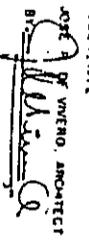
SITE PLAN

SCALE 1" = 20' (SEE NOTE ON P. 1171)

--- DASHED LINE

EXHIBIT B

ARCHITECT'S CERTIFICATE
 THIS IS TO CERTIFY THAT THIS
 EXHIBIT IS A TRUE AND CORRECT
 REPRESENTATION OF THE PROPOSED
 IMPROVEMENTS DESCRIBED AND THERE
 CAN BE DETERMINED THEREFROM THE
 DENSITY, LOCATION, APPROXIMATE
 DIMENSIONS AND SIZE OF THE
 COMMON ELEMENTS AND OF EACH
 UNIT ENTITLED TO THE REMOVAL,WOOD
 COURT CONDOMINIUM, THIS 8TH DAY
 OF OCTOBER, 1972

JOE A. VENERO, ARCHITECT
 BY 

40-8-

470-8-25

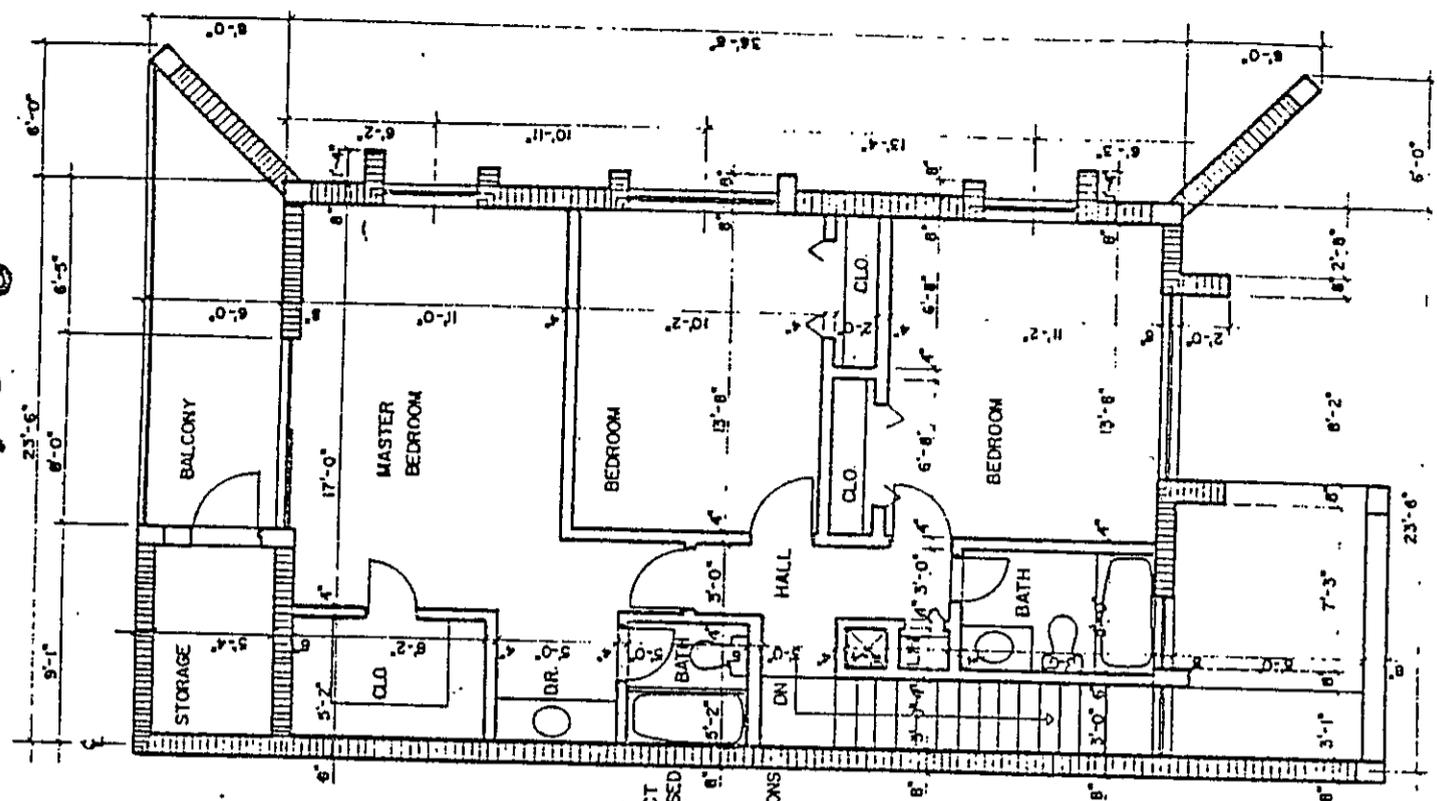


EXHIBIT "B"

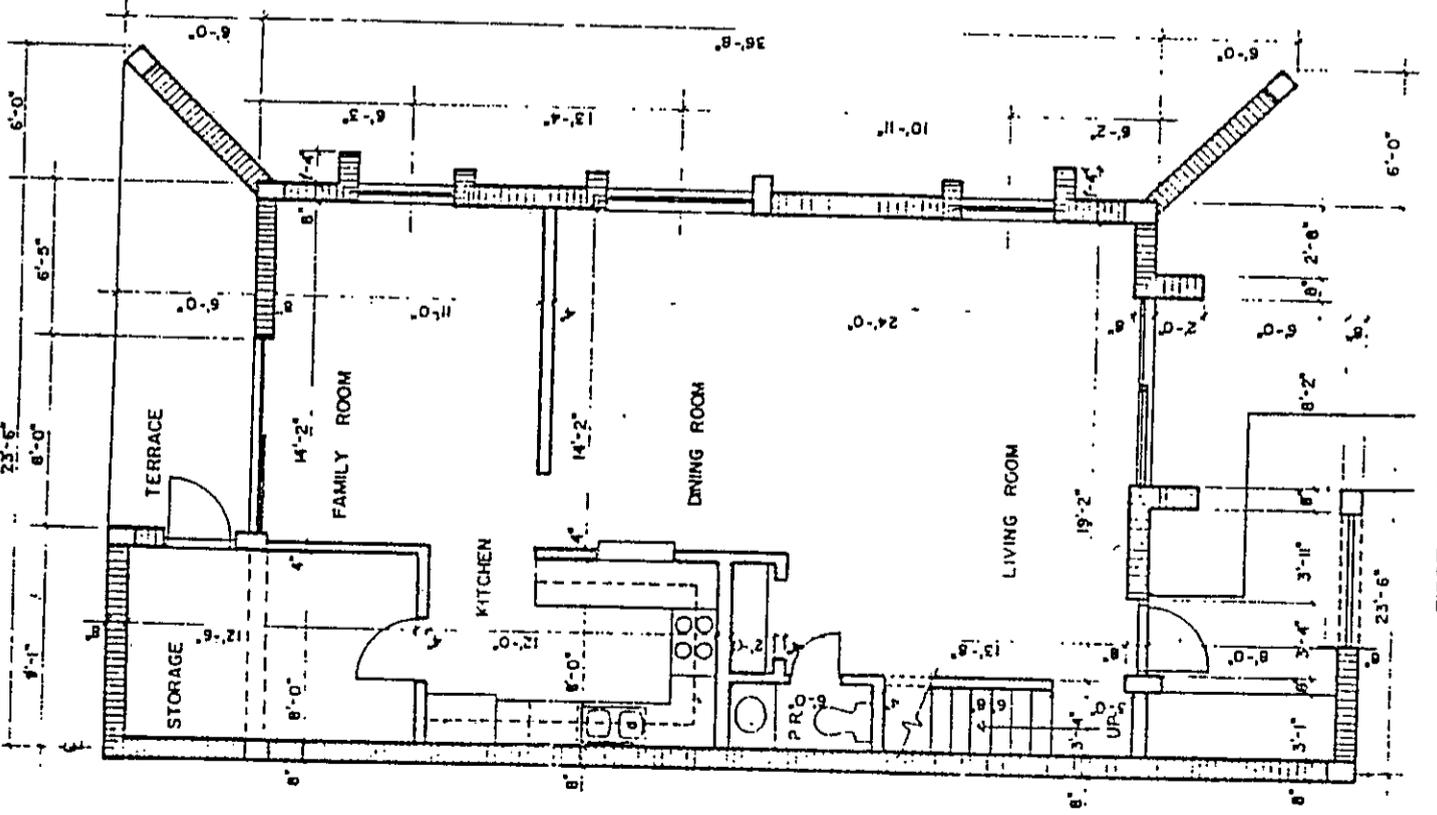
ARCHITECT'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS EXHIBIT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED AND THERE CAN BE DETERMINED THEREFROM THE IDENTITY, LOCATION, APPROXIMATE DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT. CERTIFIED TO KERALWOOD COURT CONDOMINIUM, 1-1/2'S 15th DAY OF OCTOBER, 1972.

JOSE R. DE VIVERO,
ARCHITECT

FLOOR PLAN

END 3 BEDROOM 2 1/2 BATH



FIRST FLOOR

EXHIBIT B

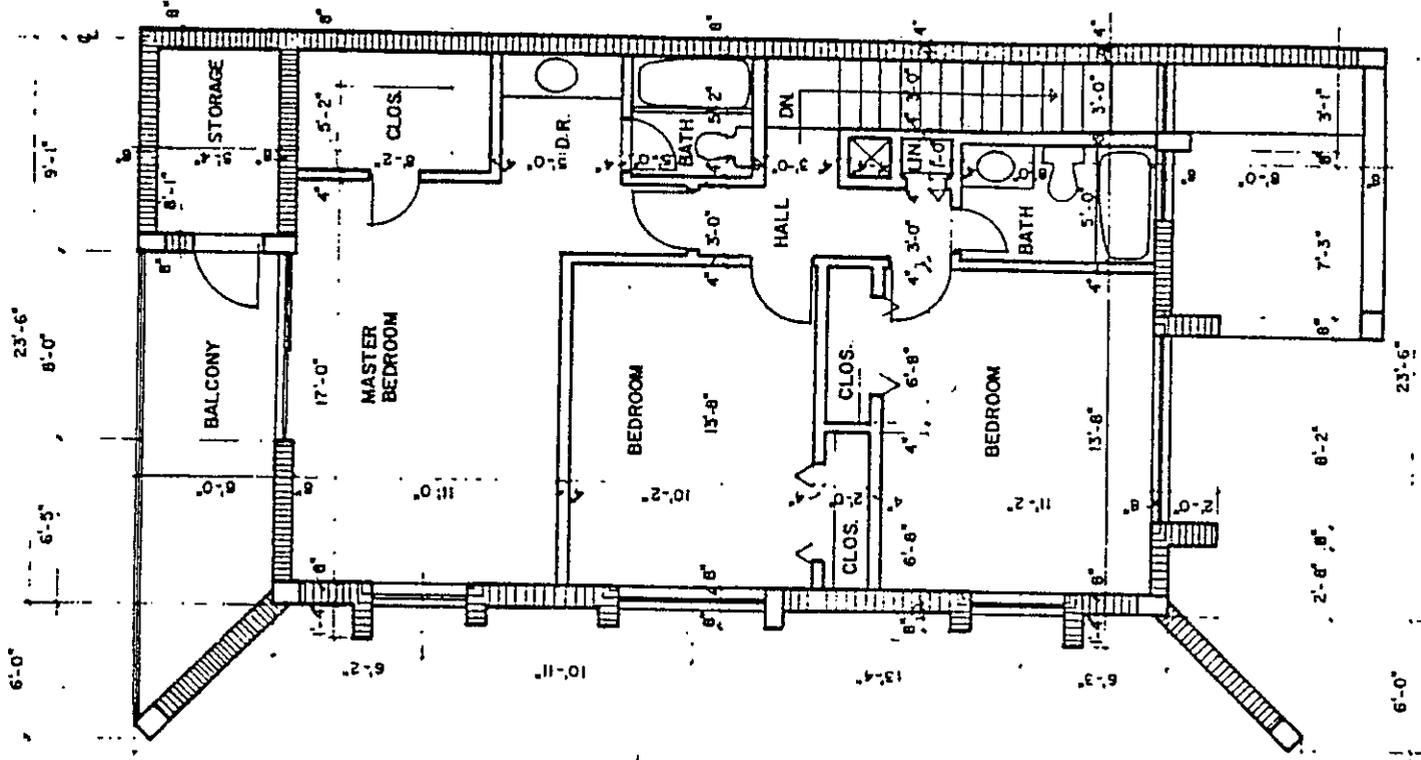
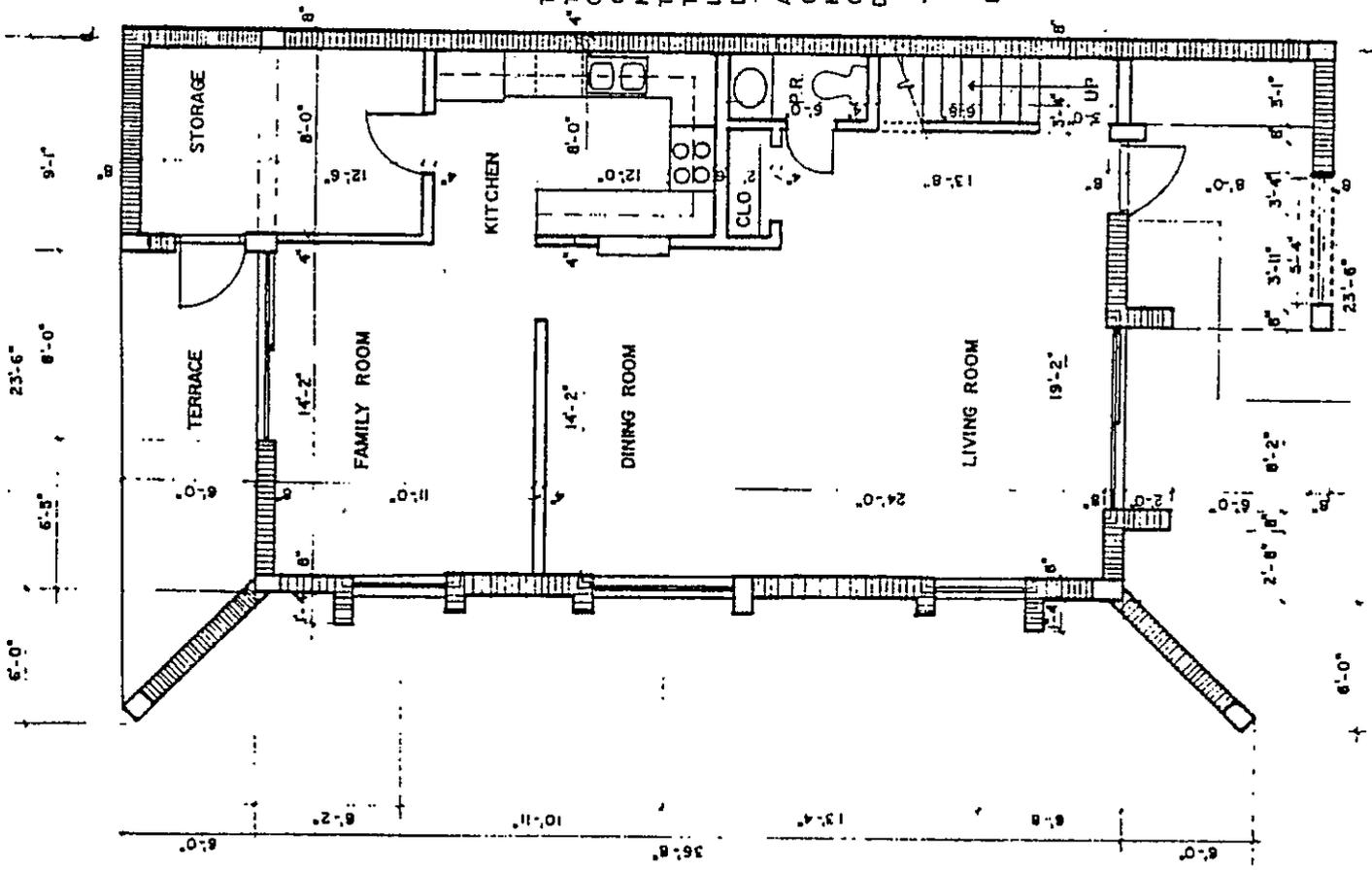


EXHIBIT "B"

ARCHITECT'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS EXHIBIT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED AND THERE CAN BE DETERMINED THEREFROM THE IDENTITY, LOCATION, APPROXIMATE DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT. CERTIFIED TO THE KENDALWOOD COURT CONDOMINIUM, THIS 15th DAY OF OCTOBER, 1972.

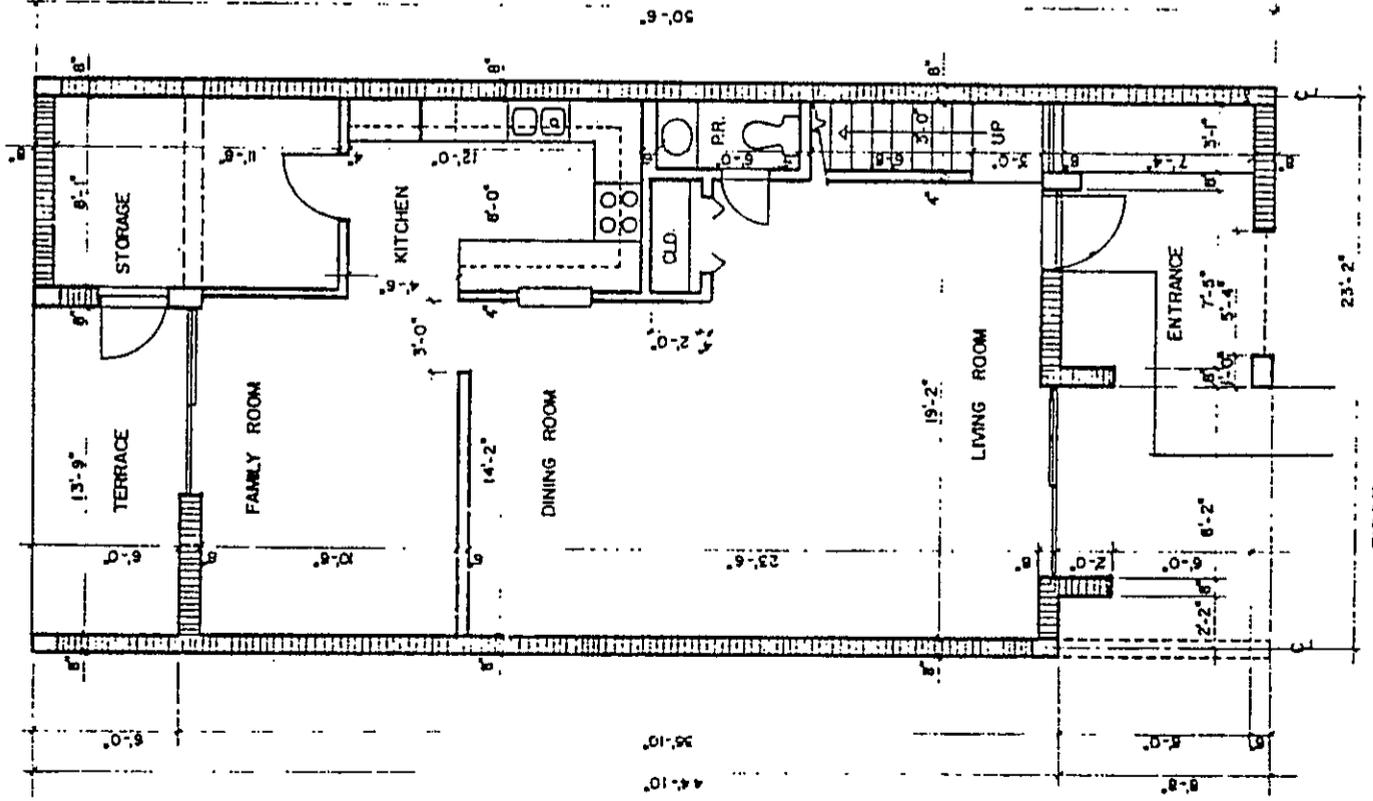
JOSE R. DE VIVERO,
 ARCHITECT
J. R. De Vivero

FIRST FLOOR
 EXHIBIT B

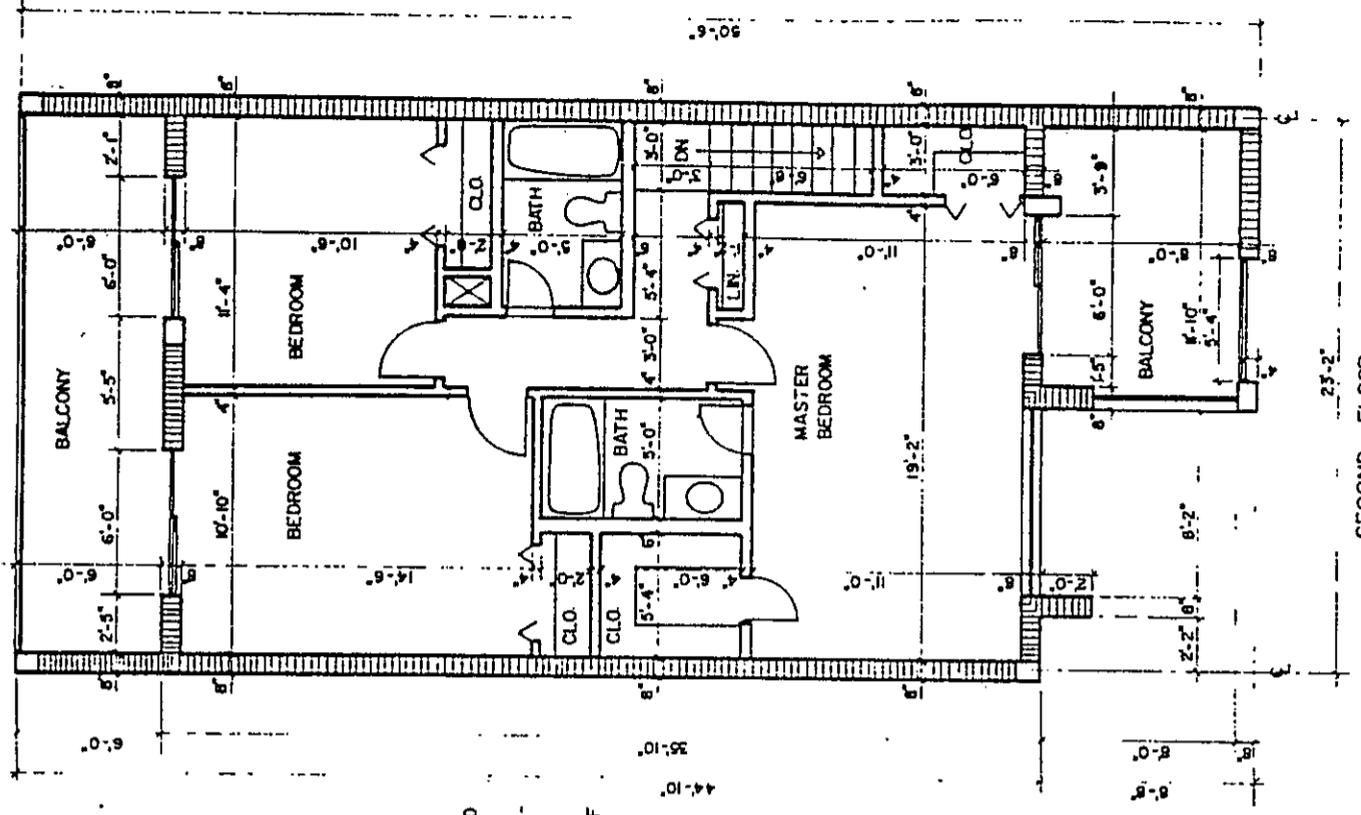
FLOOR PLAN
 END 3 BEDROOM 2 1/2 BATH

SECOND FLOOR
 GRAPHIC SCALE IN FEET

40-82



FIRST FLOOR



SECOND FLOOR

EXHIBIT "B"

**ARCHITECT'S
CERTIFICATE**

THIS IS TO CERTIFY THAT THIS EXHIBIT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED AND THERE CAN BE DETERMINED THEREFROM THE IDENTITY, LOCATION, APPROXIMATE DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT, CERTIFIED TO THE KENDALWOOD COURT CONDOMINIUM, THIS 15th DAY OF OCTOBER, 1972.

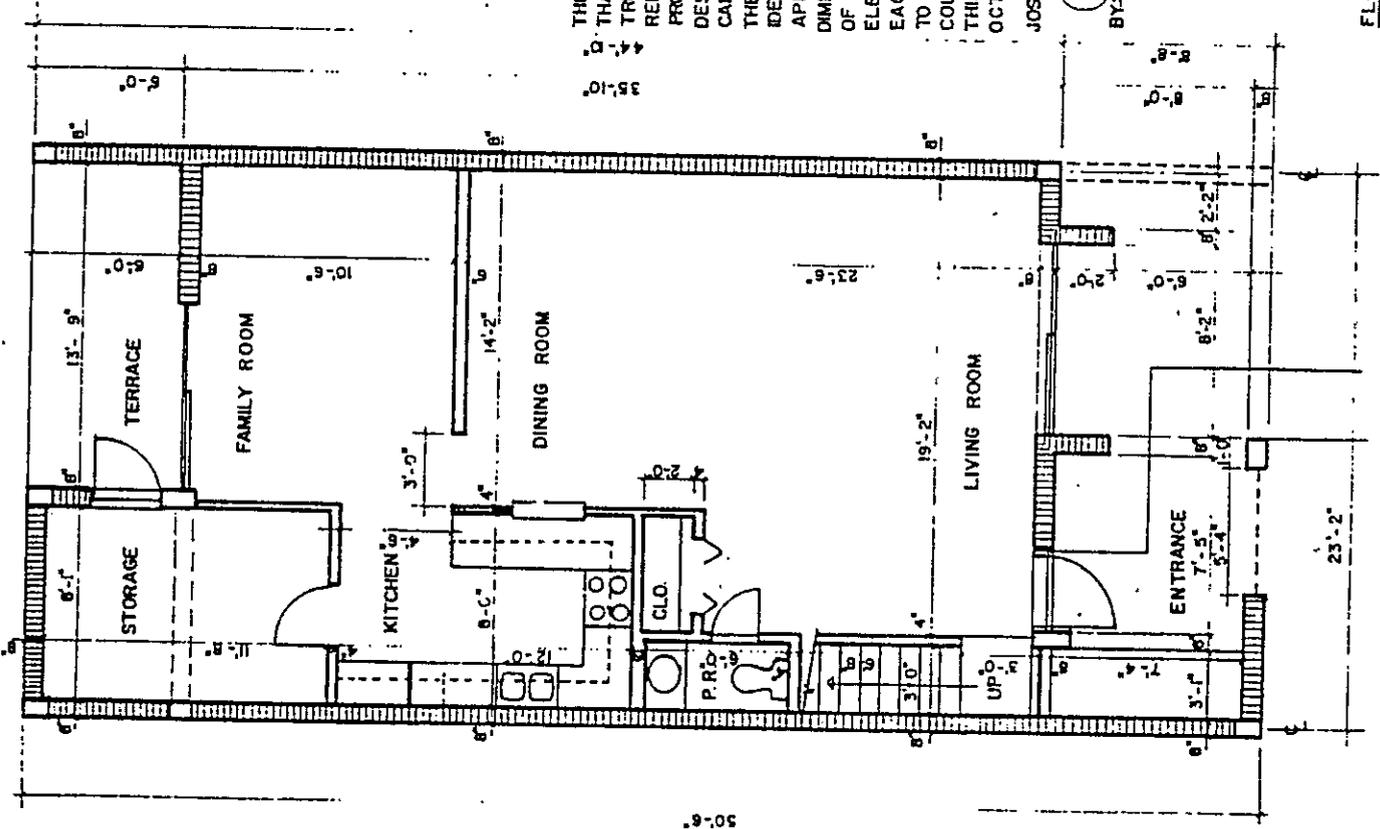
JOSE R. DE VIVERO,
ARCHITECT

Jose R. De Vivero

FLOOR PLAN

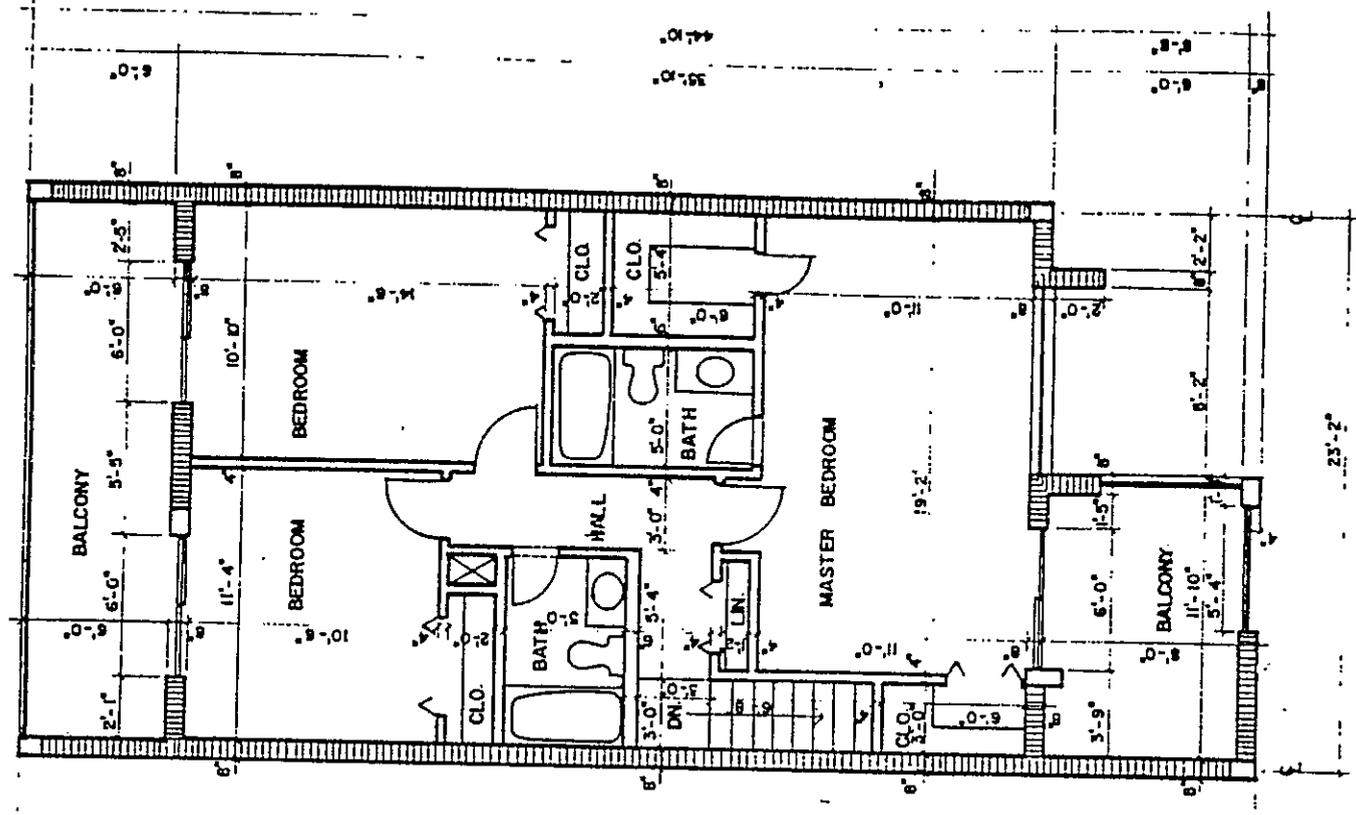
3 BEDROOM 2 1/2 BATH

700



FIRST FLOOR

EXHIBIT B
MODEL 11011



SECOND FLOOR

GRAPHIC SCALE IN FEET
0 5 10 15

EXHIBIT "B"

**ARCHITECT'S
CERTIFICATE**

THIS IS TO CERTIFY THAT THIS EXHIBIT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPOSED MOVEMENTS DESCRIBED AND THERE CAN BE DETERMINED THEREFROM THE IDENTITY, LOCATION, APPROXIMATE DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT. CERTIFIED TO THE KENDALWOOD COURT CONDOMINIUM, THIS 15th DAY OF OCTOBER, 1972.

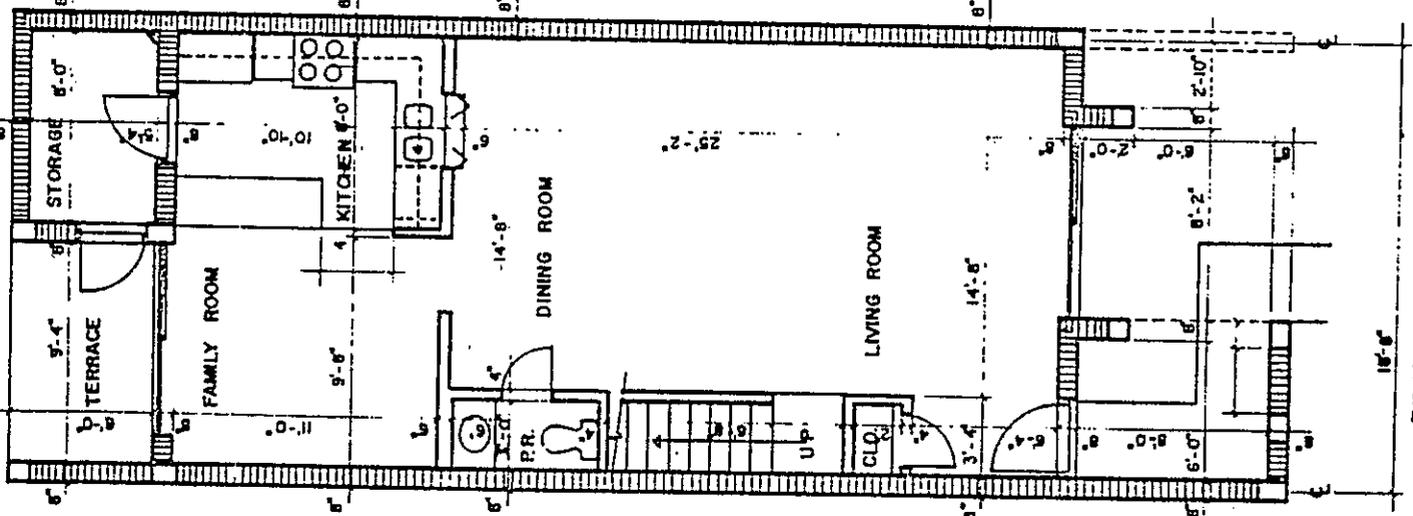
JOSE R. DE VIVERO,
ARCHITECT

BY: *[Signature]*

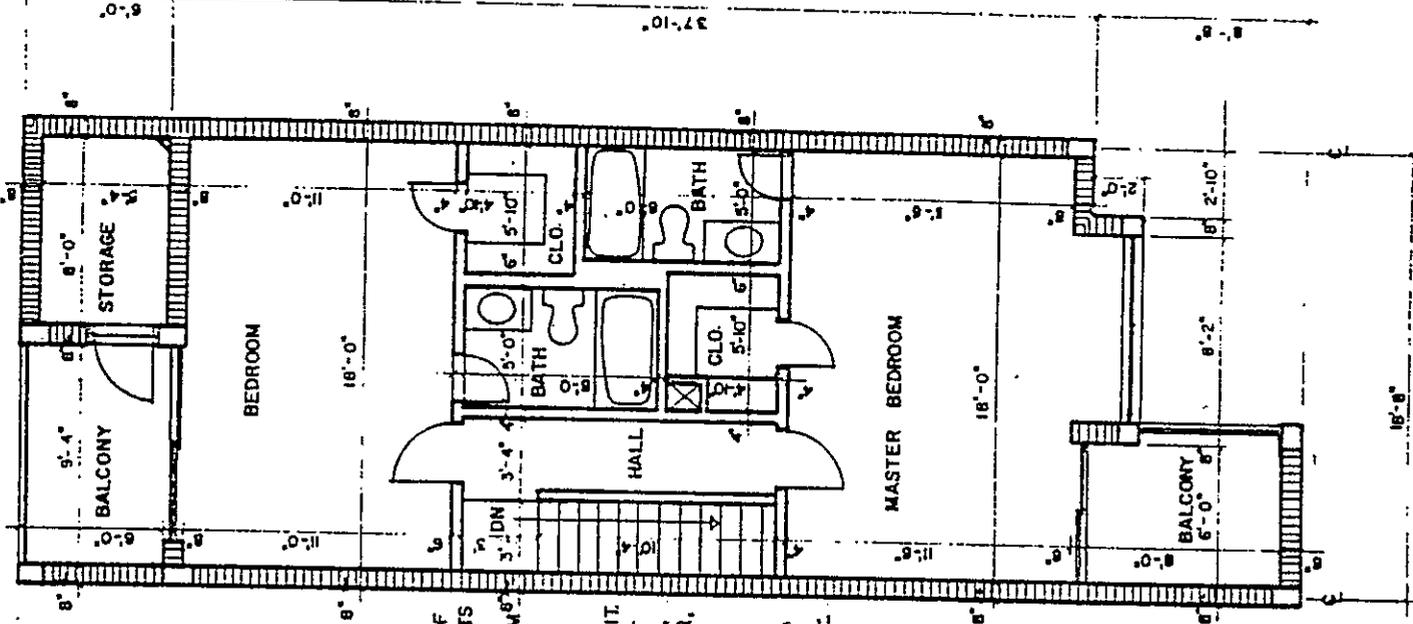
FLOOR PLAN

3 BEDROOM 2 1/2 BATH

40-8-



FIRST FLOOR



SECOND FLOOR

EXHIBIT "B"

ARCHITECT'S CERTIFICATE

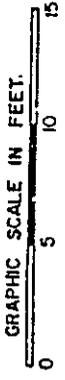
THIS IS TO CERTIFY THAT THIS EXHIBIT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED AND THERE CAN BE DETERMINED THEREFROM THE IDENTITY, LOCATION, APPROXIMATE DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT. CERTIFIED TO THE KENDALL WOOD COURT CONDOMINIUM, THIS 15th DAY OF OCTOBER, 1972.

JOSE R. DE VIVERO, ARCHITECT
Jose R. De Vivero

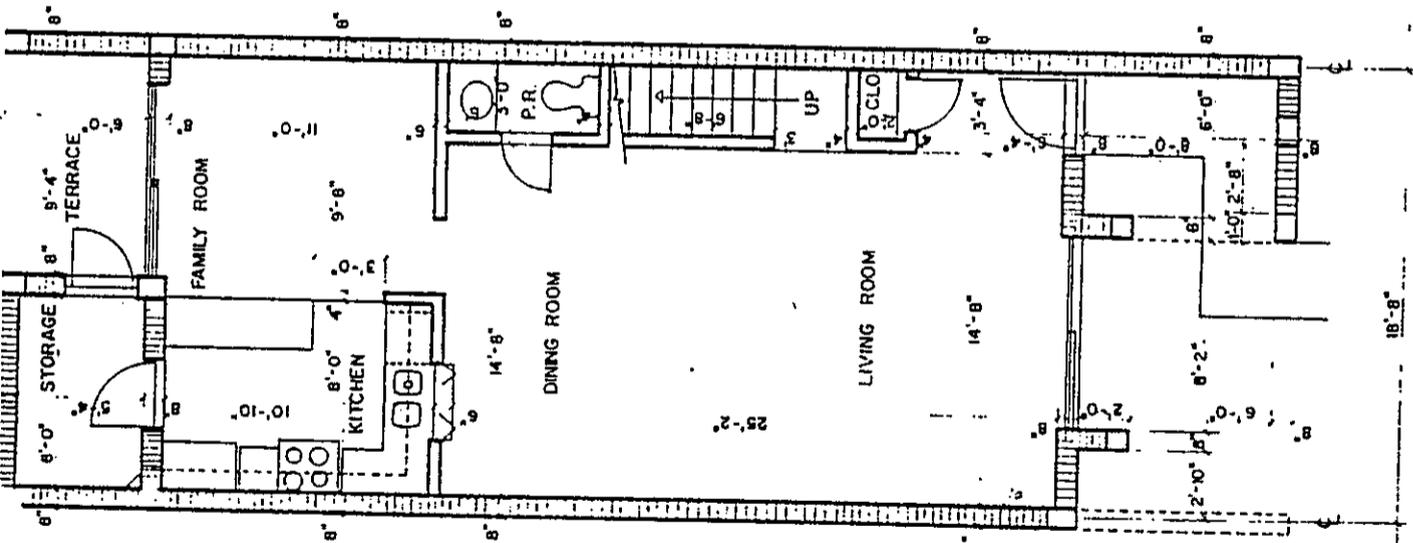
FLOOR PLAN

2 BEDROOM 2 1/2 BATH

EXHIBIT B
 MODEL "C"



40-8-2



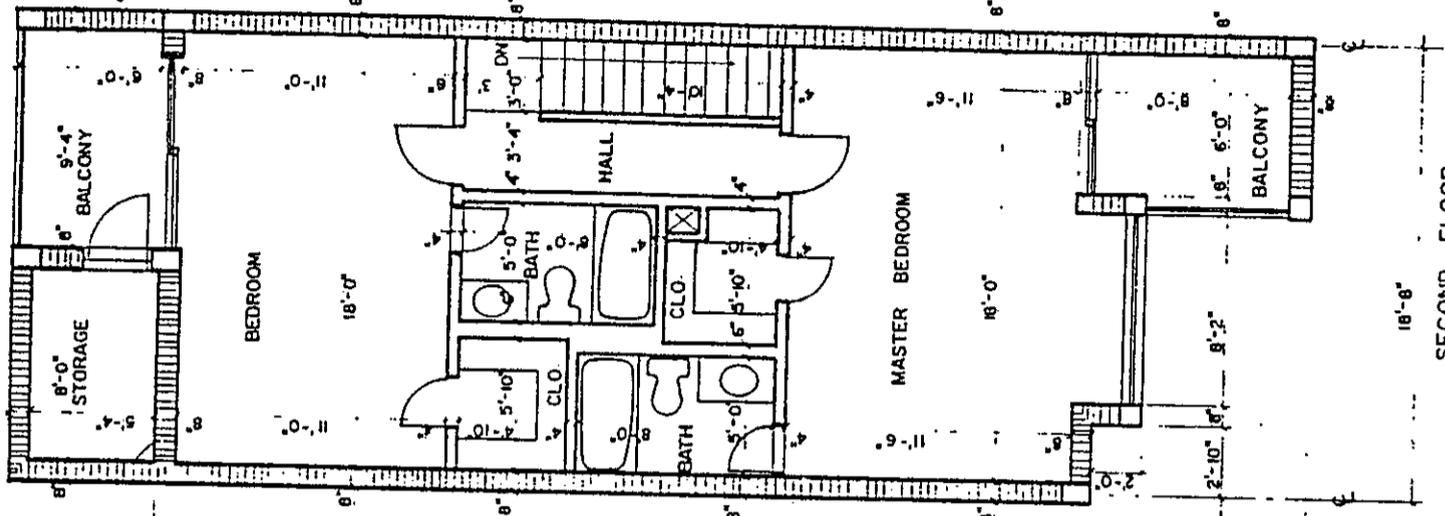
FIRST FLOOR

EXHIBIT B
MODEL "C"

EXHIBIT "B"

ARCHITECT'S CERTIFICATE
THIS IS TO CERTIFY THAT THIS EXHIBIT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED AND THERE CAN BE DETERMINED THEREFROM THE IDENTITY, LOCATION, APPROXIMATE DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH. CERTIFIED TO THE KENDALWOOD COURT CONDOMINIUM, THIS 15 TH DAY OF OCTOBER, 1972.

JOSE R. DE VIVERO,
ARCHITECT
BY: *[Signature]*

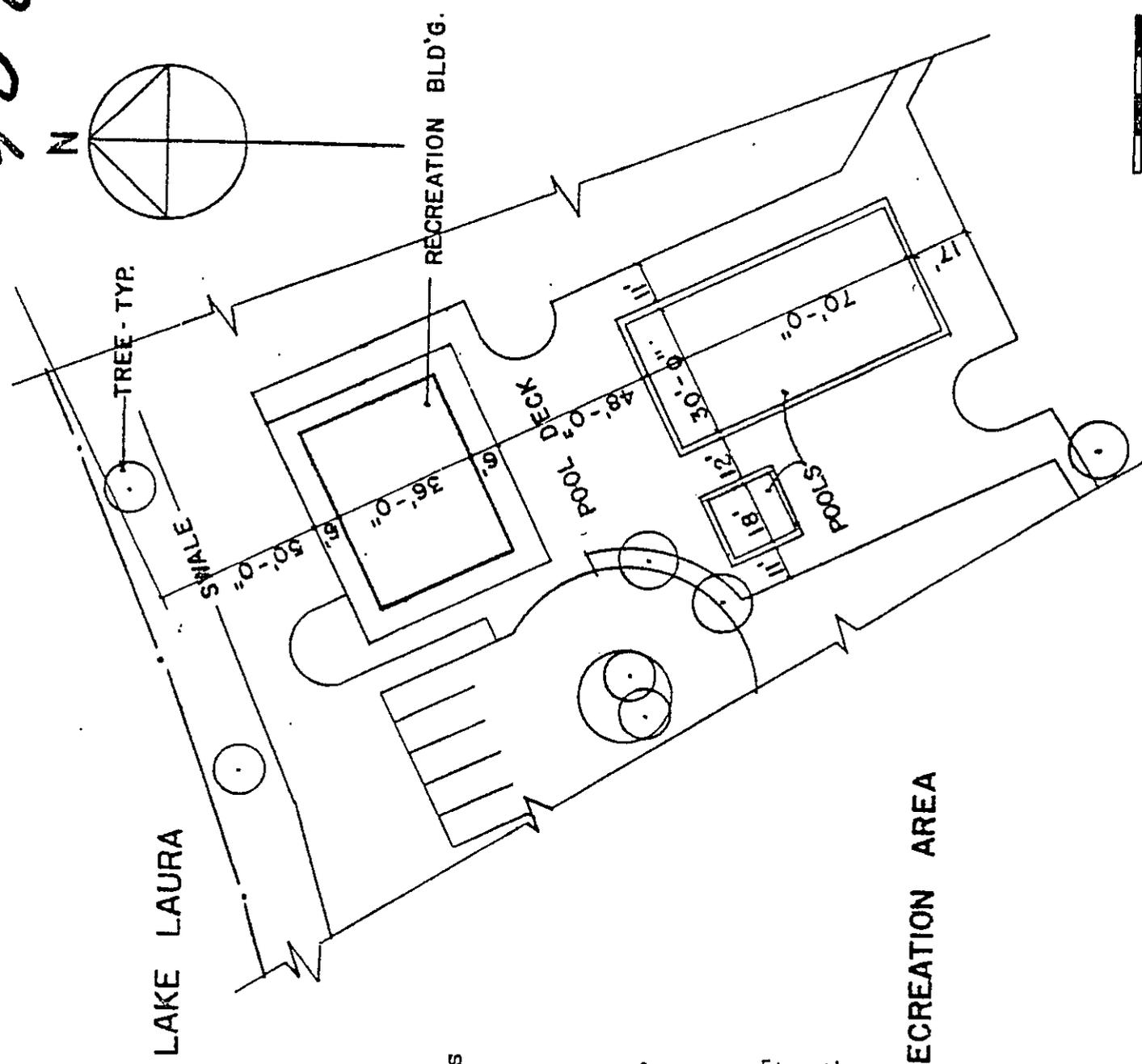


SECOND FLOOR

2 BEDROOM 2 1/2 BATH



40-8-19



GRAPHIC SCALE IN FEET

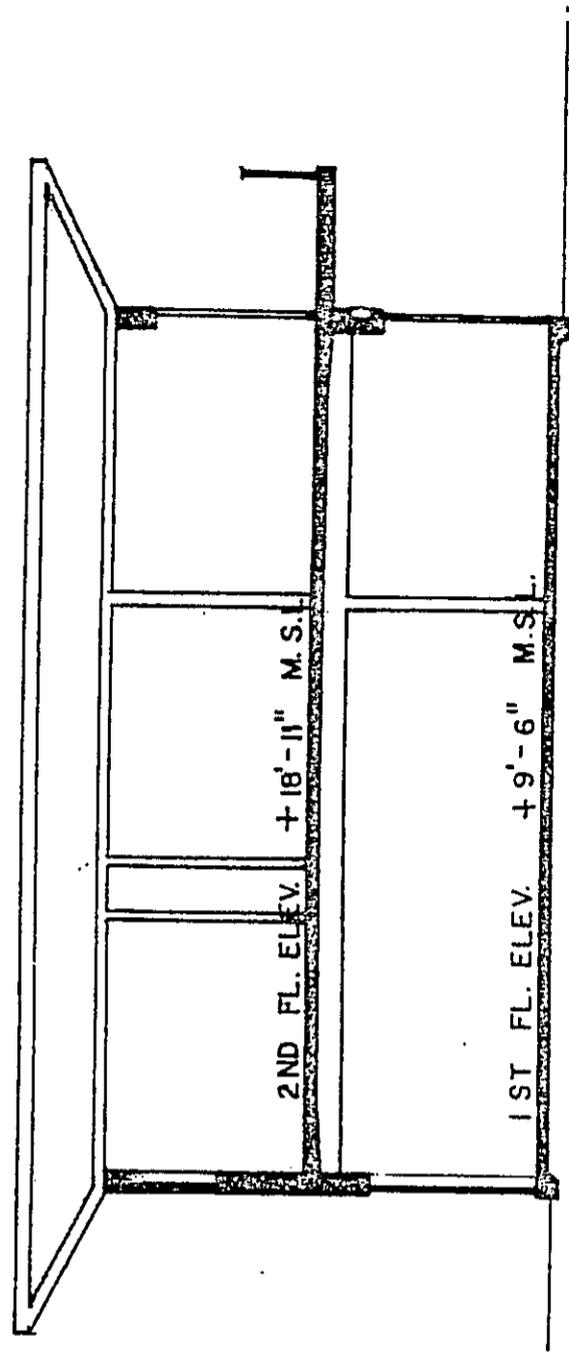
ARCHITECT'S CERTIFICATE

This is to certify that this exhibit is a true and correct representation of the proposed improvements described and there can be determined therefrom the identity, location, approximate dimensions and size of the common elements and of each unit. CERTIFIED TO THE KENDALWOOD COURT CONDOMINIUM, this 15th day of October, 1972.

JOSE R. DE VIVERO, ARCHITECT

By: *[Signature]*

RECREATION AREA



TYPICAL SECTION

NOTE:
 ELEVATION IN FEET REFERED
 U.S.C. & G.S. MEAN SEA
 LEVEL DATUM

ARCHITECT'S CERTIFICATE

This is to certify that this exhibit is a true and correct representation of the proposed improvements described and there can be determined therefrom the identity, location, approximate dimensions and size of the common elements and of each unit. CERTIFIED TO THE KENDALWOOD COURT CONDOMINIUM, this 15th day of October, 1972.

JOSE R. VIVERO, ARCHITECT
 By: *[Signature]*

72R 57774

72 MAR 15 PM 3:55

AFFIDAVIT

THIS INSTRUMENT PREPARED BY
DAVID MESNEKOFF, ESQ.
8701 S.W. 137TH AVE.
MIAMI, FLORIDA 33143

WHEREAS, JANIS DEVELOPMENT CORP., a Florida corporation, owns, has owned, and/or has the right or has reserved the right to impose certain covenants and restrictions to run with the land upon the following described properties, lying and being in Dade County, Florida, to wit:

See Exhibit A-1 attached hereto and incorporated herein by reference.

NOW THEREFORE, JANIS DEVELOPMENT CORP., a Florida corporation, does impose, restrict and make applicable to those lands described in Exhibit A-1 that certain covenant as described in Exhibit B attached hereto and incorporated herein by reference.

WITNESSES:

David Mesnekoff
Kenneth Fair

JANIS DEVELOPMENT CORP.

BY: Bernard Janis
Bernard Janis, President

ATTEST: Mildred E. Richardt
Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

I hereby certify that on this 15th day of MARCH, 1972, before me personally appeared Bernard Janis and Mildred E. Richardt President and Assistant Secretary respectively of JANIS DEVELOPMENT CORP., a corporation under the laws of the State of Florida, 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 mentioned 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 signature and official seal at Miami, Dade County, Florida the day and year last aforesaid.

David Mesnekoff
NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

MY COMMISSION EXPIRES OCT. 21, 1972
BONDED THROUGH FRED W. DISTELHORST
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 21, 1972
BONDED THROUGH FRED W. DISTELHORST

EXHIBIT A-1

Tracts C-1, C-2, and C-3, KENDALE LAKES CENTER, according to the Plat thereof, as recorded in Plat Book 90 at Page 3 of the Public Records of Dade County, Florida.

and

Tract "A-1" and Tract "A-2", KENDALE LAKES SECTION ONE, according to the Plat thereof, as recorded in Plat Book 87 at Page 55 of the Public Records of Dade County, Florida.

EXHIBIT A

PARCEL 1

Being a portion of "WEST MIAMI MANOR FIRST SECTION" as recorded in Plat Book 23 at Page 35 of the Public Records of Dade County, Florida, and a portion of Section 27, Township 54 South, Range 39 East, Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of said "WEST MIAMI MANOR FIRST SECTION" also being the West 1/4 corner of said Section 27; thence run North 2 degrees 15 minutes 41 seconds West, along the West line of said "WEST MIAMI MANOR FIRST SECTION" and the West line of said Section 27, for 250.00 feet; thence run North 87 degrees 44 minutes 19 seconds East, at right angles to the last described course, for 605.16 feet to a point on the next described curve, a line to said point bears North 80 degrees, 54 minutes 06 seconds East from the radius point of said curve, said point also being the Point of Beginning; thence run Southerly along a circular curve to the right, having a radius of 2100.00 feet and a central angle of 13 degrees 40 minutes 28 seconds for an arc distance of 501.19 feet; thence run North 87 degrees 44 minutes 19 seconds East for 670.01 feet; thence run North 2 degrees 15 minutes 41 seconds West, at right angles to the last described course, for 500.00 feet; thence run South 87 degrees 44 minutes 19 seconds West, at right angles to the last described course for 670.00 feet to the Point of Beginning, lying and being in Dade County, Florida, and containing 7.58 acres more or less.

EXHIBIT A

PARCEL 2

Being a portion of "WEST MIAMI MANOR FIRST SECTION" as recorded in Plat Book 23 at Page 35 of the Public Records of Dade County, Florida, and a portion of Section 27, Township 54 South, Range 39 East, Dade County, Florida, more particularly described as follows:

Begin at the Southwest corner of said "WEST MIAMI MANOR FIRST SECTION" also being the West 1/4 corner of said Section 27; thence run North 2 degrees 15 minutes 41 seconds West, along the West line of said "WEST MIAMI MANOR FIRST SECTION" and the West line of said Section 27, for 250.00 feet; thence run North 87 degrees 44 minutes 19 seconds East, at right angles to the last described course, for 605.16 feet to a point on the next described curve, a line to said point bears North 80 degrees 54 minutes 06 seconds East, from the radius point of said curve; thence run Southerly along a circular curve to the right, having a radius of 2100.00 feet and a central angle of 13 degrees 40 minutes 28 seconds for an arc distance of 501.19 feet; thence run South 87 degrees 44 minutes 19 seconds West for 605.15 feet to a point on the next described line; thence run North 2 degrees 15 minutes 41 seconds West, at right angles to the last described course, and along the aforementioned West line of said Section 27, for 250.00 feet to the Point of Beginning, lying and being in Dade County, Florida, and containing 7.1 Acres more or less.

EXHIBIT A

PARCEL 3

Lot 1, Block 9, KENDALE LAKES,
Section I, according to the plat
thereof, recorded in Plat Book
87, at Page 55 of the Public Records
of Dade County, Florida.

EXHIBIT A

PARCEL 4

Lot 1, Block 1, KENDALE LAKES,
Section I, according to the plat
thereof, recorded in Plat Book
87 at Page 55 of the Public
Records of Dade County, Florida.

EXHIBIT A

PARCEL 5

Lot 38, Block 9, KENDALE LAKES,
Section III, according to the
plat thereof, recorded in Plat
Book 89 at Page 27 of the Public
Records of Dade County, Florida.

EXHIBIT A

PARCEL 6

Being a portion of "WEST MIAMI MANOR FIRST SECTION" as recorded in Plat Book 23 at Page 35 of the Public Records of Dade County, Florida, and a portion of Section 27, Township 54 South, Range 39 East, Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 27, thence run South 2 degrees 19 minutes 10 seconds East, along the East line of said Section 27; for 945.28 to a point on the next described curve; a line to said point bears South 19 degrees 15 minutes 49 seconds East from the radius point of said curve; thence run Westerly along a circular curve to the right, having a radius 2800.00 feet and a central angle of 6 degrees 31 minutes 56 seconds for an arc distance of 319.22 feet to the Point of Beginning; thence run South 2 degrees 19 minutes 10 seconds East, along a line parallel with and 310.00 feet West of the East line of said Section 27, for 716.76 feet to a point on the next described curve, a line to said point bears North 6 degrees 32 minutes 52 seconds West from the radius point of said curve; thence run Southwesterly along a circular curve to the left, having a radius of 1491.91 and a central angle of 23 degrees 08 minutes 49 seconds for an arc distance of 602.2 feet to a Point of Reverse Curvature; thence run Westerly along a circular curve to the right, having a radius of 450.00 feet and a central angle of 52 degrees 56 minutes 24 seconds for an arc distance of 415.79 feet to a Point of Tangency; thence run North 66 degrees 45 minutes 17 seconds West for 386.43 feet to a Point of Curvature; thence run Westerly along a circular curve to the left, having a radius of 600.00 feet and a central angle of 51 degrees 45 minutes 45 seconds for an arc distance of 542.06 feet to a Point of Tangency; thence run South 61 degrees 28 minutes 58 seconds West for 160.00 feet; thence run North 46 degrees 01 minutes 31 seconds West for 335.04 feet; thence run South 87 degrees 42 minutes 49 seconds West for 1056.90 feet to a point on the next described curve, a line to said point bears North 49 degrees 26 minutes 34 seconds West from the radius point of said curve; thence run Southerly along a circular curve to the left having a radius of 500.00 feet and a central angle of 65 degrees 04 minutes 23 seconds for an arc distance of 567.87 feet to a Point of Tangency; thence run South 24 degrees 30 minutes 57 seconds East for 280.21 feet to a Point of Curvature; thence run Southerly along a circular curve to the right, having a radius of 560.00 feet and a central angle of 34 degrees 56 minutes 49 seconds for an arc distance of 341.56 feet; thence run South 79 degrees 34 minutes 08 seconds East, radial to the last described curve and radial to the next described curve, for 35.00 feet; thence run Southerly and Easterly along a circular curve to the left, having a radius of 700.00 feet and a central angle of 131 degrees 50 minutes 37 seconds for an arc distance of 1610.77 feet; thence run South 31 degrees 24 minutes 45 seconds East, radial to the last described curve, for 446.24 feet; thence run North 61 degrees 41 minutes 57 seconds East for 590.59 feet; thence run North 87 degrees 52 minutes 44 seconds East for 540.37 feet; thence run North 19 degrees 30 minutes 38 seconds East for 436.75 feet; thence run South 70 degrees 29 minutes 22 seconds East, at right angles to the last described course for 197.18 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the left having a radius of 1532.56 feet and a central angle of 14 degrees 06 minutes 07 seconds for an arc distance of 377.20 feet; thence run South 5 degrees 24 minutes 31 seconds West, radial to the last described curve, for 70.94 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the left, having a radius of 303.41 feet and a central angle of 47 degrees 40 minutes 35 seconds for an arc distance of 252.47 feet to a Point of Reverse Cur-

vature; thence run Southeasterly along a circular curve to the right, having a radius of 562.89 feet and a central angle of 40 degrees 00 minutes 00 seconds for an arc distance of 392.97 feet to a Point of Tangency; thence run South 2 degrees 16 minutes 04 seconds East for 170.80 feet; thence run South 87 degrees 43 minutes 56 seconds West, at right angles to the last described course, for 509.03 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the left, having a radius of 3000.00 feet and a central angle of 21 degrees 01 minutes 30 seconds for an arc distance of 1100.87 feet to a Point of Tangency; thence run South 66 degrees 42 minutes 26 seconds West for 865.25 feet to a Point of Curvature; thence run Westerly along a circular curve to the right, having a radius of 1800.00 feet and a central angle of 45 degrees 17 minutes 19 seconds for an arc distance of 1422.78 feet to a Point of Tangency; thence run North 68 degrees 00 minutes 15 seconds West for 105.92 feet to a Point of Curvature; thence run Northwesterly and Northerly along a circular curve to the right, having a radius of 1050.00 feet and a central angle of 77 degrees 14 minutes 44 seconds for an arc distance of 1415.60 feet to a Point of Tangency; thence run North 9 degrees 14 minutes 29 seconds East for 410.03 feet to a Point of Curvature; thence run Northerly along a circular curve to the left, having a radius of 2100.00 feet and a central angle of 4 degrees 39 minutes 55 seconds for an arc distance of 170.99 feet; thence run North 87 degrees 44 minutes 19 seconds East for 670.01 feet; thence run North 2 degrees 15 minutes 41 seconds West, at right angles to the last described course, for 500.00 feet; thence run South 87 degrees 44 minutes 19 seconds West, at right angles to the last described course, for 670.00 feet to a point on the next described curve; thence run Northerly along a circular curve to the left, having a radius of 2100.00 feet and a central angle of 3 degrees 07 minutes 37 seconds for an arc distance of 114.61 feet to a Point of Tangency; thence run North 12 degrees 13 minutes 31 seconds West for 563.21 feet to a Point of Curvature; thence run Northerly and Northeasterly along a circular curve to the right, having a radius of 1050.00 feet and a central angle of 82 degrees 05 minutes 56 seconds for an arc distance of 1504.54 feet to a Point of Compound Curvature; thence run Easterly along a circular curve to the right, having a radius of 1950.00 feet and a central angle of 17 degrees 50 minutes 24 seconds for an arc distance of 607.16 feet to a Point of Tangency; thence run North 87 degrees 42 minutes 49 seconds East for 150.00 feet to a Point of Curvature; thence run Easterly along a circular curve to the right, having a radius of 1700.00 feet and a central angle of 19 degrees 39 minutes 05 seconds for an arc distance of 583.07 feet to a Point of Tangency; thence run South 72 degrees 38 minutes 06 seconds East for 1055.35 feet to a Point of Curvature; thence run Easterly along a circular curve to the left, having a radius of 2800.00 feet and a central angle of 30 degrees 05 minutes 47 seconds for an arc distance of 1470.79 feet to the Point of Beginning, lying and being in Dade County, Florida and containing 237.15 Acres, more or less.

COVENANT

EXHIBIT "B"

1. From and after the first day of the month following the day that the Grantor completes construction of a club house to be constructed on the property described as Parcel 1 in Exhibit A hereto and completes construction of a golf course on the property described as Parcel 6 on Exhibit A, and shall record an Affidavit (hereinafter Affidavit) amongst the Public Records of Dade County stating that the construction of such club house and golf course has been completed and until the expiration of twenty (20) years from the date of recording of such Affidavit, each Owner of any Dwelling Unit located on any of the real property conveyed by this deed shall pay monthly dues to the Grantor or the Organization for each Dwelling Unit owned by such Owner. Owners of individual Dwelling Unit (whether a single family structure or part of a multiple family structure) shall pay dues for one Membership per month per Dwelling Unit. Owners of multiple family structures where the Dwelling Units are rented or leased to the occupant thereof and each Dwelling Unit is not separately owned shall pay dues for one Membership per Dwelling Unit contained in such structure per month. Dues for each Dwelling Unit shall commence with the first day of the first month following the issuance of a Certificate of Occupancy for such Dwelling Unit by the governmental unit having jurisdiction thereof, except that the payment of such dues may be postponed as hereinafter provided. The dues provided for herein shall be for social membership in the Organization which shall be privileged to use the club house facilities constructed on Parcel 1 and the recreational areas described as Parcels 2, 3, 4 and 5 and the golf course and recreational facilities constructed on Parcel 6 on Exhibit A. The maximum amount of dues per month per social membership during the first seven (7) years commencing with the first day of the month.

following the filing of the Affidavit shall be \$10.00. The maximum amount per month per social membership may be increased at the expiration of seven years and fourteen years from the first day of the month following the day the Affidavit is filed, and in no event shall the Grantor or the Organization ever be required to charge less than \$10.00 per month per social membership. The maximum amount the Grantor or the Organization shall be permitted to charge per month per social membership after the expiration of seven years as set forth above shall be based upon the cost of living as reflected in the "Consumer's Price Index, United States Average - All Items and Food" published in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor (the Index) and shall be adjusted at the times provided for herein to reflect increases in the cost of living as set forth in the Index, or, if there be no such Index, then by the most nearly comparable successor Index. Increases in the maximum dues per month per social membership shall be computed during the month immediately preceding the month such increase shall become applicable based on the latest Index then published and the increase shall become effective on the first day of the ensuing month and shall remain effective until changed in accordance with the method set forth herein. The amount that the dues may be increased at each computation period shall be arrived at by multiplication of \$10.00 by a fraction of which the numerator shall be the Index number which shall be the latest published one available during the month the computation provided for above is being made and the denominator shall be the index number for the month in which the Affidavit is filed. If there be no index or comparable successor thereto the increase shall be established by arbitration under the rules of the American Arbitration Association. Every

parcel of land which is part of the real property being conveyed by the deed and which shall be improved with a Dwelling Unit shall be burdened with the payment of such dues, which shall be payable monthly, in advance. The intention of the parties to this deed is that the covenant requiring the payment of such monies shall run with the land and shall be binding upon all Owners who shall be Owners thereof during the period of time commencing with the recording of the Affidavit provided for herein and expiring twenty (20) years from the date of the recording of such Affidavit. Every Owner, by acceptance of a Deed, shall automatically assume and agree to pay all dues which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the social membership in the Organization pertaining to the property belonging to the Owner while such Owner remains an Owner. Every Owner and the occupant legally entitled to possession of a rental unit automatically becomes a social member of the Organization and shall continue to be such member until he ceases to be an Owner, or ceases to be legally entitled to possession of a rental unit. Social membership shall permit such members and their immediate families and guests living in the Improved Real Property with them such rights and privileges as shall from time to time be granted by the Grantor or the Organization but these rights and privileges shall always include (i) the use of the tennis courts that may be located on any of the parcels described on Exhibit A without the payment of any additional charge therefor; (ii) the use of the swimming pool to be built on Parcel 1 on Exhibit A, (iii) the use of the facilities located in the club house building to be constructed on Parcel 1 on Exhibit A upon the payment of the established fees and costs thereof, and (iv) the use of the recreational facilities to be located on the lands described as Parcels 3, 4 and 5 on Exhibit A, and (v) the use of the golf course located on Parcel 6 on Exhibit

A upon the payment of the established ^{"greens"} fees for social members of which fees shall be less than those ^{"greens"} fees customarily charged to persons using the golf course who are not social members of the Organization. Nothing contained herein shall prohibit the Grantor or the Organization from granting social membership to Owners of Improved Real Property located on real property not described herein provided that Covenants substantially similar to those contained herein are imposed thereon, and to permit members of the general public to use all of such facilities upon the payment of fees and costs established by the Grantor or the Organization. The Organization shall also provide pick-up service for tree and shrubbery cuttings of such vegetation from the land upon which Dwelling Units are located at times and at designated places which shall be set forth from time to time in rules and regulations promulgated by the Organization. The Grantee herewith and all subsequent Grantors of any of the property conveyed hereby agree to include in any Deed a statement that such Deed is subject to the terms of this covenant.

2. The Grantee hereof joins in the execution of this Deed for the purpose of binding itself, its successors in title and assigns to the provisions hereof and to expressly acknowledge that the automatic social membership in the Organization granted to Owners and occupants legally entitled to possession of any rental unit of any part of the real property conveyed by the deed, renders ownership of the real property and any part thereof more valuable than it would otherwise be.

3. Each Owner grants unto the Grantor or the Organization a lien upon the Improved Real Property owned by such Owner and the improvements thereon to secure the payment of the monthly dues due and payable from time to time on account of every parcel of Improved Real Property together with interest at the rate of 10% per annum, which interest shall commence to accrue when such dues remain unpaid for more than sixty days. Such lien

shall also secure reasonable costs of collecting such dues. Such lien shall be subordinate and inferior to the lien of any bona fide mortgage encumbering any Improved Real Property and the Grantor and the Organization hereby subordinate the lien created hereby to the lien of any bona fide mortgage hereinafter encumbering the Improved Real Property. Nothing herein contained shall prohibit the Grantor or the Organization from suing for damages to collect any unpaid dues and in the event an action for damages is brought, the Grantor or the Organization shall also be entitled to collect interest, costs of collecting such dues, including reasonable attorney's fees, as set forth hereinabove in this paragraph. The Grantor or the Organization shall have all of the remedies provided for herein and any others provided by law and such remedies shall be collective and the bringing of one action shall not constitute an election or exclude the bringing of any other action.

4. The Grantor covenants to construct, on or before December 31, 1972, a club house on Parcel 1 described in Exhibit A, and to construct a golf course on Parcel 6 described in Exhibit A, and to create recreational facilities on the parcels described as 2, 3, 4 and 5 on Exhibit A, and to maintain same for a twenty (20) year period commencing with the recording of the Affidavit hereinabove provided for, and the parties agree that at the time of the recording of the Affidavit, fee simple title to Parcels 1 through 6 inclusive will be held by common ownership and the covenants on the part of the Grantor set forth herein shall be a covenant running with the real property described in Exhibit A. Such club house, golf course and recreational areas shall be available for use by Owners or persons legally entitled to possession of a rental unit of an Owner, in conjunction with other members of the Organization or such other persons as the Grantor or the Organization shall grant membership to, or members of the General

the Grantor or the Organization shall permit to use the facilities located on parcels 1 through 6 inclusive in Exhibit A and shall be used only in accordance with and subject to the terms and conditions of the rules and regulations promulgated from time to time by the Grantor or the Organization. The Grantor reserves the right, but not the obligation, to impose similar covenants on all other property which it presently owns in Sections 26 and 27, Township 54 South, Range 39 East, and reserves the right to grant social membership to any person, firm or corporation regardless of ownership of real property in said Sections 26 and 27, and particularly to Owners of Improved Real Property in Section 34, Township 54 South, Range 39 East, provided similar covenants are imposed thereon as provided herein and to permit members of the general public to use all of such facilities upon the payment of fees and costs established by the Grantor or the Organization. All privileges or obligations of the Grantor set forth herein are intended to and shall be binding upon or be for the benefit of the Grantor, its assigns, nominees and all successors in title, to the real property described in Exhibit A.

5. The following definitions shall apply:

A. "Owner" shall mean:

1. The fee simple title holder of any single family residence.
2. The title holder of any condominium parcel or the owner and holder of a proprietary right to occupy a unit in a cooperative dwelling.
3. The fee simple title holder of any Improved Real Property improved with a multiple family dwelling which is rented or leased to the occupants thereof.
4. Any other person, firm or corporation which shall acquire or own any Improved Real Property in such form as may now exist or may be created from time to time.

B. "Grantor" shall mean: Sunset Lakes of Miami, Inc. and/or, Janis-Fairway Development Corp., their assigns, nominees, and all successors in title to the real property described in Exhibit A.

C. "Dwelling Unit" shall mean a single family residence or that portion of a multiple family structure designated as an apartment or intended to be used as a residence for a person or single family.

D. "Deed" shall mean any deed conveying real prop-

erty or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including but not limited to, a deed to a condominium parcel, a proprietary lease to a dwelling unit in a cooperative, the stock certificate of a cooperative housing association; but not include a mortgage.

E. "Organization" means the fee simple title holder of that portion of the real property described as Parcel 1 on Exhibit A upon which the club house is constructed or such entity that such fee simple title holder shall designate for the purpose of issuing social memberships in such club house and receiving the payment of dues therefor.

F. "Improved Real Property" means any parcel of land upon which a Dwelling Unit has been constructed.

6. Every condominium association or cooperative housing association to which an Owner shall belong shall impose, as part of its regular maintenance or other means of contribution, against each dwelling unit contained on every Improved Real Property, the amount of the dues due and payable as provided for herein and shall collect same and forthwith remit the amount collected to the Grantor or the Organization; but nothing herein contained shall prohibit the Grantor or the Organization from enforcing the lien or bringing an action to collect the dues to which it is entitled herein as hereinbefore provided.

7. The developer of Improved Real Property may be excused by Grantor or the Organization from the payment of dues until such time as the dwelling unit built by him for resale or rental shall first be sold or rented. Thereafter the Grantor or the Organization may excuse an Owner of rental property from the payment of dues if a rental unit is unoccupied for a full month and the Owner files a statement with the Grantor or the Organization that the unit has been so vacant and if so excused a credit for the next ensuing monthly payment of dues may be made. The Grantor or the Organization shall excuse any parcel of Improved Real

Property from the payment of dues for social membership provided for herein if the imposition of such dues conflicts with the orders or regulations of the Federal Housing Administration or the Veterans Administration or prohibits the issuance of an FHA mortgage insurance policy or a VA mortgage guarantee. Any institution or lender becoming an Owner by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof shall be excused from the payment of dues while it is such Owner and has not placed any other person in possession of such Dwelling Unit.

8. The Grantee herein and all persons who shall become Owners of the real property being conveyed hereby, acknowledge that the provisions and enforceability of the foregoing were a material consideration in the conveying of such real property to the Grantee by this deed and that the Grantor would not have made such conveyance had these covenants not been included and enforceable for the full period of time provided for herein.

9. In the event that any portion hereof shall be found invalid or unenforceable, it shall not in any way affect the remainder or any portion hereof except that if it shall be determined that the dues provided for herein need not be paid, then the right of Owners to use the parcels described on page 1 of this deed shall cease at the option of the Grantor or the Grantee.

PREPARED BY: JEFFREY A. LEVINE, ESQ.
MYERS, KAPLAN, LEVINSON,
KENIN & RICHARDS
1428 Brickell Avenue
Miami, Florida 33131

ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That SELECT BUILDERS OF FLORIDA, INC., a Florida corporation of Dade County, State of Florida, party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations to it in hand paid by YORK-HANNOVER MANAGEMENT COMPANY, an Illinois corporation, of the County of Cook, State of Illinois, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part, its successors and assigns, forever, a certain contract bearing date the _____ of September, 1974, made by KENDALWOOD COURT CONDOMINIUM ASSOCIATION to SELECT BUILDERS OF FLORIDA, INC., such contract being for the management of the KENDALWOOD COURT CONDOMINIUM now known as TARACOMO TOWNHOMES, a Condominium.

A portion of the consideration of this assignment being that the party of the second part herein assumes all the obligations and agrees to comply with all of the duties and responsibilities set forth in such contract.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal this _____ day of _____, A.D. 1977.

Signed, sealed and delivered
in Presence of us:

SELECT BUILDERS OF FLORIDA, INC.

By _____ (SEAL)
President

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____, President of SELECT BUILDERS OF FLORIDA, INC., to me known to be the person who executed the foregoing instrument, and he duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 1977.

(SEAL)

Notary Public

My Commission Expires:

PREPARED BY: FFREY A. LEVINE, ESQ.
MYERS, KAPLAN, LEVINSON,
KENIN & RICHARDS
1428 Brickell Avenue
Miami, Florida 33131

ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That SELECT BUILDERS OF FLORIDA, INC., a Florida corporation of Dade County, State of Florida, party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations to it in hand paid by YORK-HANNOVER MANAGEMENT COMPANY, an Illinois corporation, of the County of Cook, State of Illinois, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part, its successors and assigns, forever, a certain contract bearing date the _____ of September, 1974, made by KENDALWOOD COURT CONDOMINIUM ASSOCIATION to SELECT BUILDERS OF FLORIDA, INC., such contract being for the management of the KENDALWOOD COURT CONDOMINIUM now known as TARACOMO TOWNHOMES, a Condominium.

A portion of the consideration of this assignment being that the party of the second part herein assumes all the obligations and agrees to comply with all of the duties and responsibilities set forth in such contract.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal this _____ day of _____, A.D. 1977.

Signed, sealed and delivered
in Presence of us:

SELECT BUILDERS OF FLORIDA, INC.

By _____ (SEAL)
President

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____, President of SELECT BUILDERS OF FLORIDA, INC., to me known to be the person who executed the foregoing instrument, and he duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 1977.

(SEAL)

Notary Public

My Commission Expires:

The following is a proposed budget for the Condominium Association: For the period beginning October 1, 1977 and ending September 30, 1978.

	<u>MONTHLY</u>	<u>ANNUALLY</u>
Electricity	\$ 420.00	\$ 5,040.00
Water and Sewer	1,500.00	18,000.00
Trash Removal	417.00	5,004.00
Pool Service	100.00	1,200.00
Lawn and Landscape Care	775.00	9,300.00
Fertilizer	200.00	2,400.00
Maintenance and Repair	444.00	5,328.00
Kendale Lakes Golf and Country Club	1,200.00	14,400.00
Management	1,266.00	15,192.00
Insurance	<u>878.00</u>	<u>10,536.00</u>
TOTAL	\$7,200.00	\$86,400.00

Based upon 120 units the monthly maintenance payment for each unit shall be \$60.00 including the monthly payment to the Kendale Lakes Golf and Country Club and the annual maintenance for each unit shall be \$720.00.

SCHEDULE "7"

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATED. THE REPRESENTATIONS OF THE DEVELOPER, FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

TARACOMO TOWNHOMES, A CONDOMINIUM PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 197____, by and between YORK-HANNOVER CORP., a Florida corporation (hereinafter referred to as "Seller" and/or "Developer") and Name: _____, his wife Address: _____ City: _____ State: _____ Zip Code: _____ Phone: _____ (hereinafter collectively (if applicable) referred to as "Purchaser" and/or "Buyer").

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, each party intending to be legally bound, the parties hereto agree and covenant as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions and in accordance with the provisions set forth herein,

That certain Condominium Parcel composed of Unit Number _____, and an undivided _____ share in the common elements appurtenant thereto in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that certain Declaration of Condominium of TARACOMO TOWNHOMES, a Condominium, f/k/a KENDALWOOD COURT CONDOMINIUM, and all its exhibits and attachments, as recorded in Official Records Book 8773 at Page 1036 of the Public Records of Dade County, Florida, as amended by Amendments of record, together with the personal property, appliances and fixtures described in the Schedule attached hereto, or if there is no Schedule attached hereto, this sale includes all personal property, appliances, and fixtures located in the said Condominium Parcel (all of the foregoing is sometimes collectively hereinafter referred to as the "Unit"). The Unit has (has not) been previously occupied.

2. Purchase Price and Method of Payment. The total purchase price for the Unit is \$ _____, which sum shall be paid as follows:

Table with 2 columns: Description and Amount. Rows include: 2.1 Deposit paid to date, Additional deposit payable with fifteen (15) days of the execution of this Agreement, Total Down Payment, 2.2 Mortgage, 2.3 By the payment, in cash or by cashier's check at the "closing" (to be determined in accordance with Paragraph 6 hereof) (subject to increase or decrease by prorations and adjustments provided closing costs under this Agreement), and a TOTAL row.

The estimated monthly common area expense charge for the Unit, exclusive of real property taxes is (See Projected Annual Operating Budget). \$ _____

3. Mortgage. If Purchaser has elected to have the purchase price paid partly in cash and partly by mortgage (such election being evidenced by Paragraph 2.2 above, containing the indicated amount of mortgage), then Purchaser understands and agrees that this Agreement is subject to the Purchaser's qualification and credit approval by the mortgage lender. Monthly payments to the mortgage lender in addition to interest and principal may include taxes and other payments as may be required by the mortgage lender. Purchaser shall be responsible for all mortgage closing costs in connection with the mortgage, including without limitation, any escrows, prepayments, and the cost of any private mortgage insurance as required by the mortgage lender. Purchaser shall diligently and truthfully execute all documents and papers necessary to complete the processing of the mortgage loan (including any application or applications) and in no event later than ten days after notice to Purchaser by Seller. In the event Purchaser substantially overstates and/or untruthfully fills out his mortgage application, then it shall be deemed that Purchaser defaulted in his obligations under this Agreement for failure to truthfully execute documents necessary to complete the processing of the mortgage loan, and thereupon, Seller may pursue its remedies due to default by Purchaser as provided in this Agreement. Purchaser agrees that liability for mortgage costs and expenses accrues when the mortgage application is accepted, and failure thereafter to accept the mortgage shall result in the Purchaser being liable for all of such costs and expenses. Seller may process the application for the Purchaser, and in the event the Purchaser is unable to qualify for such mortgage loan, or in the event such mortgage loan is not available, the Seller may itself provide such financing by taking back a purchase money mortgage upon the same terms and conditions, or return Purchaser's down payment and deposits hereunder, and thereupon, this Agreement shall be of no further force and effect and the parties hereto shall be relieved of any and all further obligation and responsibility hereunder. Once Purchaser's mortgage application is approved by the lending institution, it shall thereupon be Purchaser's responsibility and obligation to maintain at least the same standard of credit as shown on such application, and in the event, after approval of Purchaser's credit application, Purchaser's financial worth changes so that the mortgage lender disapproves the mortgage loan as the result of a change for any reason of his credit standing, then it shall be deemed that Purchaser defaulted in his obligations under this Agreement, and thereupon, Seller may pursue its remedies due to default by Purchaser as set forth in this Agreement. The Seller assumes no obligation to the Purchaser and Seller shall not be bound in any manner whatsoever should the mortgage lender fail to approve the Purchaser or his credit application or otherwise fail to provide the mortgage loan. Purchaser shall execute any and all papers and documents as may be requested by the mortgage lender or Seller in connection with evidencing and securing such mortgage loan.

4. Title, Conveyance and Additional Expenses.

4.1 Title to the Unit shall be good and marketable and/or insurable and shall be conveyed by Special Warranty Deed, free and clear of all encumbrances, except the Unit shall be conveyed subject to:

- 4.1.1 All conditions, declarations, reservations, restrictions, limitations, zoning ordinances, agreements, and easements of record, including, but not limited to, water, gas, sewer, electric and other utility agreements.
4.1.2 The terms and conditions of the Declaration of Condominium, as amended, and all other items enumerated in Paragraph 36 hereof.
4.1.3 Taxes for the then current and subsequent years.
4.1.4 Any state of facts an accurate survey or personal inspection would disclose.
4.1.5 All acts done or suffered by the Purchaser.
4.1.6 The Condominium Act of the State of Florida.
4.1.7 Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
4.1.8 In the event the Purchaser has elected to have the purchase price paid partly in cash and partly by a mortgage (such election being evidenced by Paragraph 2.2 above), then the conveyance may also be subject to such mortgage.

4.2 The Purchaser understands that the Seller is not furnishing or otherwise obligated to furnish an abstract of title or owner's title insurance policy to the Purchaser. In the event the Purchaser desires an owner's title insurance policy, the Purchaser shall so notify the Seller at or prior to the closing. Whereupon Seller shall undertake to arrange for the issuance to the Purchaser of such a policy, at the expense of Purchaser, at a cost not to exceed what is commonly referred to in Dade County, Florida as the "card" or "retail" rate. The owner's title policy shall be issued to the Purchaser subsequent to the closing date and shall be subject to the items specified in Paragraph 4.1 above, the normal exclusions from coverage, the standard printed exceptions, and the provisions, conditions, and stipulations of a standard owner's title insurance policy. Without limiting the foregoing, the issuance of an owner's title insurance policy in accordance with the provisions of this Paragraph shall be deemed prima facie evidence that the title to the Unit complies with the requirements of this Agreement respecting the condition of title.

4.3 In addition to the purchase price due to the Seller in accordance with the terms and provisions hereof, Purchaser shall also be responsible for and shall pay (i) the cost of Florida documentary stamps on the Deed, which is calculated on the basis of \$.30 per \$100, or fraction thereof of the purchase price; (ii) the cost of Florida surtax on the Deed, which is calculated on the basis of \$.55 per \$500, or fraction thereof of the purchase price; (iii) the cost of recording the Deed (approximately \$7.00); (iv) all mortgage closing

costs (if applicable); (v) the cost of an owner's title insurance policy (if requested in accordance with paragraph 4.2 hereof); (vi) the fees and expenses of any attorneys or counsel selected or retained by Purchaser in connection with the transactions contemplated under this Agreement and (to the extent Paragraph 3 hereof shall be applicable) the fees and expenses of any attorneys or counsel selected or retained by the mortgage lender in connection with the mortgage loan; and (vii) any other prorations, expenses, or adjustments called for or required under this Agreement.

4.4 At the closing, Purchaser shall also pay, in addition to the purchase price, to the Association the sum of One Hundred (\$100) Dollars for the purpose of a reserve account for common area maintenance and capital expenditures or to be otherwise utilized as directed by the Association.

4.5 The provisions of this Paragraph shall survive the closing.

5. Condition of Unit. The Purchaser has inspected the Unit and is familiar with the physical condition thereof. Anything to the contrary contained in this Agreement notwithstanding, Seller has not made and does not make any representations or warranties as to the physical condition of the Unit, the quantity, quality, or condition of the personal property, fixtures, and appliances, or any other matter or thing affecting or pertaining to the Unit or Taracomco Townhomes, a condominium (sometimes referred to herein as the "Condominium"), except as herein or in any of the documents referred to in Paragraph 36 hereof specifically set forth, and the Purchaser herein expressly acknowledges that the Purchaser has inspected the Unit and agrees to take the same "as is". Purchaser has inspected the Unit and the Condominium and is thoroughly acquainted with their physical condition. Purchaser acknowledges that Seller has afforded the Purchaser the opportunity for a full and complete investigation, examination, and inspection. The provisions of this Paragraph shall survive the closing.

6. Closing of Transaction.

6.1 Purchaser acknowledges that the Unit is ready for occupancy at the time of the execution of this Agreement. The transactions contemplated under this Agreement shall be closed upon notification from Seller to Purchaser which notice shall set forth the time, date, and place of closing (sometimes referred to herein as the "closing date" or "date of closing"). The closing date shall not be sooner than three days nor more than 20 days from the date of such notice. Purchaser shall be required to consummate the transactions contemplated under this Agreement on the date and time as specified in such notice, which closing date, once set, shall be considered time being of the essence, and Purchaser shall personally appear at the place as designated in such notice in order to consummate the transactions contemplated herein. The place of closing as set out in such notice shall be in Dade County, Florida. No extension of the closing date given by the Seller shall be effective unless in writing. Purchaser at the closing shall execute the Deed (if applicable) and mortgage documents (if applicable) at the places provided and such other documents as may reasonably be required by Seller or the mortgage lender (if applicable) to evidence and consummate Purchaser's obligations and agreements as set forth herein and to complete the Purchaser's acceptance and approval of the Unit and the condominium documents. The date as set out in the foregoing notice shall be the date of proration and adjustments.

6.2 Real property taxes and any other proratable items will be prorated as of the closing date.

6.3 If the Seller is unable to deliver title as provided for in this Agreement, the Seller shall not be obligated to cure any objections or defects in title but shall be afforded a reasonable time (not less than 60 days) within which to cure any objections or defects in title. If the Seller does not cure such objections and defects, the Purchaser may accept the title in its then existing condition and close the transactions provided hereunder, but without any reduction in the purchase price, or may terminate this Agreement and be entitled to the return of all sums paid in accordance with Paragraph 2 hereof, and the return of such deposit(s) shall be the only liability of the Seller and, upon the return of the deposit(s), the Seller shall be released and relieved of any liability to Purchaser and this Agreement shall thereafter be null and void.

6.4 At the closing, the Purchaser shall pay to the Association the amount of the monthly maintenance then due to the Association, as provided for in the Declaration of Condominium or the By-Laws of the Association, or shall reimburse the Seller a pro-rata share thereof if such assessment has been paid by the Seller. Purchaser agrees that he will be responsible for paying his proportionate share of the Condominium's common expenses as set forth in the Projected Annual Operating Budget attached as a Schedule to the Prospectus. The monthly common expenses for the Unit being purchased is set forth in Paragraph 2 hereof.

6.5 From the proceeds of the sale contemplated hereunder, Seller shall discharge or release any mortgages and liens now encumbering the Unit, which releases shall be duly recorded among the Public Records of Dade County, Florida, within a reasonable time following the date of closing.

6.6 At the time of closing, Seller shall deliver a Special Warranty Deed conveying the unit substantially in the form attached to the Prospectus and what is commonly referred to as a "no-lien" affidavit which shall be in form and substance satisfactory to Seller's counsel in the reasonable exercise of their discretion.

6.7 Purchaser shall be entitled to possession of the Unit as of the date of closing. Purchaser may not have access or entry to the Unit or Condominium Property prior to closing, nor may Purchaser store any of his possessions in or about the Unit or the Condominium Property prior to closing.

7. Right to make Changes and Substitutions.

7.1 Seller reserves the right to make any architectural, structural, or design modifications or changes in both the Condominium Property and/or Unit as it deems advisable, and further, Seller has the right to substitute other materials or brand names of similar quality, utility, or color where necessary. Seller reserves the right to substitute appliances and carpeting and other building materials of similar nature and approximate equal value in the event the original of same is not available and Purchaser agrees to close with such modifications and changes. Apartment interiors and personality, including but not limited to cabinets, tile, mica, carpeting and the like, are subject to shading and gradation and may vary from samples or models or color charts. The model apartments, if any, may contain certain items for demonstration purposes that are not included in the Unit or Units. Seller does hereby assign unto the Purchaser the benefit of all warranties that Seller may have as they extend to the Unit and all Warranties of personal property contained therein which are conveyed with the Unit.

7.2 Anything to the contrary herein contained notwithstanding, it is specifically understood that the Seller will assume no responsibility for workmanship or materials where the Purchaser selects carpeting other than that which Seller normally supplies for the Unit. If the Purchaser selects a better grade of carpeting, Purchaser's only recourse shall be to the supplier and not to the Seller.

7.3 This Paragraph shall survive the closing.

8. Sale or Rental by Seller. While the Seller owns any condominium unit in the Condominium, it shall have the right to rent it or sell it to anyone without restriction or requirement or consent, notwithstanding anything to the contrary contained in the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Association.

9. Subordination to Mortgages. The Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage or any mortgage the proceeds of which are used to satisfy such mortgage heretofore or hereafter made thereon, to the full extent thereof, without the execution of any further legal documents by the Purchaser. Nothing by reason of the execution of this Agreement shall be construed as giving or granting unto the Purchaser any lien or lien rights, legal or equitable, which might otherwise accrue or be available to Purchaser by operation of law or otherwise.

10. Extras. If the Purchaser shall request any alteration, modifications or extras, such work shall be authorized in writing by the Seller and Purchaser and paid for in advance, provided however, Seller has the absolute right to reject or refuse to make any alterations, modifications, or extras requested or desired by Purchaser. If any alterations, modifications, or extras are omitted, after having been approved by Seller, the Seller shall refund the cost of each item omitted, and thereupon Seller shall be relieved from any responsibility or liability concerning same. Payment for any alterations, modifications, or extras ordered in the Unit are not returnable.

11. Notices. Whenever notice is required or permitted under the terms of this Agreement, it shall be in writing and sent via the United States mails, registered, certified, or first-class, and addressed:

11.1 To the Purchaser, at the address shown in the preamble to this Agreement, and

11.2 To the Seller, by addressing it to:
York-Hannover Corp.
13711 Southwest 84th Street, Unit D
Miami, Florida 33183

11.3 Notice shall be deemed given when deposited in the United States mails with sufficient postage affixed to carry it to its destination.

12. Modification. This Agreement constitutes the entire agreement between the parties and contains all of the agreements, obligations and representations of the Seller and shall not be modified except in writing and signed by both parties.

13. Number and Gender. The word "Purchaser" as used herein refers to the masculine, feminine, neuter, singular or plural, as the identity of the Purchaser or the situation requires.

14. Counsel Fees and Costs. If the Seller is required to bring or elects to bring any action or proceeding arising out of any of the provisions of this Agreement or to collect any of the monies required to be paid by the Purchaser to the Seller, the Purchaser shall pay

the Seller's reasonable counsel fees and costs in the event the Seller is the prevailing party, through and including the cost and expenses of any appeals in connection therewith.

15. Board of Directors and Officers of Association. Purchaser acknowledges that officers and directors of the Seller have been and will continue to act as officers and directors of the Association, and of necessity will be acting in behalf of the Association in dealings and transactions with Seller. Purchaser expressly waives all objections to such dealings and transactions and hereby ratifies, approves, and confirms the same.

16. Existing Lease. In the event of an existing lease between the parties hereto, such lease shall automatically terminate upon the closing of the transactions contemplated under this Agreement.

17. Risk of Loss. All risk of loss to the improvements from the date hereof until the date of closing shall be borne by the Seller.

18. No Broker. The Purchaser represents and warrants that he has not dealt with any real estate broker or salesman in connection with the subject matter of this Agreement or the purchase of the Unit. This Paragraph shall survive the closing.

19. Right to Have Sales Offices. As long as the Seller or any nominee of Seller upon whom it confers the rights provided herein owns any Unit in the Condominium, the Seller and/or its said nominee shall have the right and privilege to maintain and establish general and sales offices and exhibit advertising signs, banners, and lighting, in and on or about the Condominium Property including the model apartments located throughout the Condominium Property, and shall have the right and privilege to have their employees present on the premises, to show condominium units, to use the common elements and limited common elements, and without limitation to do any and all other things necessary or appropriate by them to sell condominium units, all without charge or contribution. This Paragraph shall survive the closing.

20. Inspection by Purchaser. Prior to the closing, it shall be the duty of the Purchaser to inspect the Unit, the building, and appurtenances thereto in the presence of the Seller or his agents and present to the Seller or its agents at that time a written list of any defects in workmanship and material, which is to be signed by the Purchaser. As to those items set forth in such list which are truly defects in workmanship and material, keeping in mind the standards prevalent in Dade County, Florida, relative to the type and price of condominium unit involved in the Condominium and the terms and provisions of this Agreement, the Seller shall be obligated to correct the same at its cost within a reasonable period of time, but the Seller's obligation to correct same shall not be a ground for deferring the closing nor the imposition of any condition upon closing. The Purchaser's failure to make such inspection shall be deemed an acknowledgment by Purchaser that there exist no items that need to be completed, corrected, or repaired. This Paragraph shall survive the closing.

21. Express One-Year Warranty. Seller guarantees all workmanship and material against hidden defects, except the air-conditioning and appliances, for a period of one-year from the date of the certificate of occupancy (whether temporary, partial or permanent) as to each building (excluding the Unit) and as to the Unit itself for a period of one-year from the closing date. The foregoing warranty does not include or cover normal deterioration, negligence of others or malicious damage. In connection with the warranty herein, the Seller is not liable or responsible for inconvenience, loss of time, damage to contents, and/or personal effects, or injury resulting from or caused by defective items. The foregoing warranty does not include or cover conditions resulting from mildew; or condensation on, or expansion or contraction of, materials; or paint over plastered interior walls. The foregoing warranty is personal to Purchaser herein and is non-transferable. All warranties are conditioned upon routine maintenance being performed. This Paragraph shall survive the closing.

22. Disclaimer of Implied Warranties. The Seller disclaims any and all implied warranties of merchantability and fitness as to the Unit, the building, the Condominium Property, and any appurtenances thereto, and in place of such warranties, whether arising from custom, usage, course of trade, statutory or case law, or otherwise, is the express one-year warranty described above. In the event a competent court of law decides this disclaimer to be ineffective, the parties agree that any action brought under implied warranty must be brought within one year from the date of the certificate of occupancy (whether temporary, partial or permanent) as to each building and as to the Unit itself within a period of one year from the closing date. This Paragraph shall survive the closing.

23. Appliance Warranties. It is agreed that any warranties as to appliances and air-conditioning are manufacturer's warranties only, and Purchaser agrees to look only to manufacturer's warranties for any relief pertaining thereto as to breach of express or implied warranty of merchantability or fitness. This Paragraph shall survive the closing.

24. Purchaser's Default. If the Purchaser shall default in any of the payments or obligations called for in or required under this Agreement, then, at the option of the Seller, the Purchaser shall lose any and all rights under this Agreement, and any amount paid towards the purchase price as down payments may be retained by the Seller as liquidated damages. This provision has been specifically agreed upon by the parties because a default on the part of the Purchaser would have serious adverse financial consequences upon the Seller as a result of Seller's incurring indirect expenses relative to sales, model apartment, advertising expenses, expenses, fees, attorney's fees, etc., and by Seller having lost the opportunity to sell the Unit to other prospective purchasers, and that no other method could determine the precise damage to the Seller resulting from the Purchaser's breach. Seller further reserves the right to continue this Agreement in full force and effect and to pursue such rights it may have in law or in equity.

25. Seller's Default. In the event that Seller fails to close the sale and purchase of the Unit in accordance with the terms and provisions hereof, or if Seller shall otherwise default in the performance of any covenant or obligation herein undertaken by Seller, Purchaser shall have as its sole and exclusive remedy prior to closing only, the right to cancel and terminate this Agreement, in which event Purchaser shall be entitled forthwith to the return of any down payments made hereunder, and the parties hereto shall be released and relieved of any and all manner of obligation or liability arising out of or in any way connected with this Agreement.

26. PURCHASER'S RIGHT TO TERMINATE. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

27. Prohibition of Assignment. This Agreement is personal to the Purchaser and Purchaser agrees that it shall not be assigned, or transferred, without the written consent of the Seller. The fact that Seller refuses to give its consent to an assignment shall not give rise to any claim for damages against Seller. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and their permitted assigns.

28. Unfurnished Unit. Except as otherwise provided in this Agreement or in any other documents transmitted by the Seller to the Purchaser the Unit is being sold unfurnished.

29. Merger. This Agreement will supersede any and all understandings and agreements between the parties hereto, and it is mutually understood and agreed that this Agreement represents the entire agreement between the parties hereto, and no representations or inducements prior hereto which are not included and embodied in this Agreement shall be of any force and effect. Brochure, advertising representations, and illustrations constitute general concepts only, and are subject to change and modification. Further, upon closing, the acceptance of the Deed by the Purchaser shall be deemed the full performance and discharge of every agreement, obligation, and representation made on the part of the Seller, in accordance with the terms and provisions hereof, and the only agreements or representations which shall survive the delivery and acceptance of such deed shall be those which may be herein specifically stated to survive the closing. This Paragraph shall survive the closing.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one agreement.

31. Governing Law. This Agreement shall be governed by the laws of the State of Florida in all respects, including matters of construction, validity and performance.

32. Addendum(s). Any addendums attached hereto shall constitute a part of this Agreement and are incorporated herein by reference.

33. Paragraph Headings. Paragraph headings and entitlements hereof are inserted for convenience of reference only and shall in no way alter or modify the text of such paragraphs.

34. Partial Invalidity. In case any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall in no way be affected, prejudiced, or disturbed thereby.

35. Prohibition of Recording. Any recording or attempted recording of this Agreement or any memorandum hereof shall, at the option of the Seller, render this Agreement null and void except the Seller shall be entitled to retain any down payments made by the Purchaser hereunder.

36. Disclosure. Purchaser agrees to purchase the Unit pursuant to the terms and conditions of this Agreement and by the execution of this Agreement he acknowledges that he has received copies of the following documents which are incorporated herein by reference and made a part hereof:

- (a) Declaration of Condominium and Amendments thereto.
- (b) By-Laws of the Association, an unincorporated association.
- (c) Projected Annual Operating Budget for the Condominium

- (d) Sales brochure and floor plan of the Unit.
- (e) Proposed Special Warranty Deed.
- (f) Prospectus required by Section 718.504, Florida Statutes.
- (g) This Purchase Agreement.

Unless specifically referred to or defined to the contrary, all definitions and terminology utilized in the Condominium Documents shall apply to this Agreement with the same force and effect as if said definitions were specifically set forth herein.

Seller reserves the right, in its sole discretion, to modify, change, or amend the foregoing Condominium Documents. Purchaser further acknowledges and understands that any of the foregoing Condominium Documents may be modified or amended to comply with the requirements of an institutional lender or a title company or for any other valid reason. Notwithstanding the foregoing, if Seller makes a change or modification which would materially affect the rights of Purchaser or the value of the Unit being purchased, Seller shall notify Purchaser, in writing, as to such change or modification and Purchaser shall have 15 days from the date of said notification to disapprove said change or modification. If Purchaser disapproves said change or modification (and notifies Seller in writing within the 15 day period of said disapproval), Purchaser shall be entitled to cancel this Agreement, to receive a refund of all deposits made hereunder and, thereupon, the parties shall be relieved from all further obligations under this Agreement. Nothing herein contained shall require Seller to secure Purchaser's approval to any change in the prices or terms upon which Seller may sell the remaining Units in the Condominium. This Paragraph shall survive the closing.

37. Failure to Return Documents. In the event the Agreement is not consummated for any reason, it shall be the Purchaser's obligation to return all Condominium Documents and the Prospectus transmitted to him in the same condition he received them allowing for normal wear and tear. Failure to return the Condominium Documents or Prospectus shall entitle Seller to deduct the sum of \$50. from any of Purchaser's down payments to defray Seller's costs and expenses in the preparation, printing and delivery of such documents.

38. Deposits. Until the Purchaser shall be notified otherwise, all deposits and down payments paid by the Purchaser hereunder shall be held by Seller pending the closing. Purchaser understands and acknowledges that no interest shall be earned or received on any deposits or down payments and all deposits and down payments may be commingled with other funds or monies belonging to Seller.

39. Loan Documents. If Purchaser has elected to have the purchase price paid partly in cash and partly by mortgage, it is understood and agreed that the mortgage documentation may contain such provisions as may be deemed necessary by the lending institution and will customarily include, but not be limited to, the standard provisions of the Federal National Mortgage Association/Federal Home Loan Mortgage Corporation uniform instruments.

THIS PURCHASE AGREEMENT, ALL DISCLOSURE MATERIALS AND
BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD,
PROSPECTIVE UNIT PURCHASERS SHOULD SEEK LEGAL ADVICE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

(As to Seller)

(As to Purchaser(s))

SELLER:
YORK-HANNOVER CORP.
a Florida corporation

By: _____

PURCHASER(S):

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this _____ day of _____, 197____, between YORK-HANNOVER CORP., a Florida corporation having an office in Dade County, Florida, as Grantor, and

_____ whose post office address is _____ Miami, Florida 33183, as Grantee

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable considerations in hand paid to Grantor by said Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee the following described real property and rights and interest in real property located and situated in Dade County, Florida, to-wit:

That certain Condominium Parcel composed of Unit Number _____, and an undivided _____ share in the common elements appurtenant thereto in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that certain Declaration of Condominium of TARACOMO TOWNHOMES, a condominium f/k/a Kendalwood Court Condominium, and all its exhibits and attachments, as recorded in Official Records Book 8773, at Page 1036 of the Public Records of Dade County, Florida, as amended by Amendments of record.

This conveyance is subject to the following:

1. Taxes and assessments for the year 197____ and subsequent years.
2. Applicable zoning regulations and ordinances, and all present and future laws.
3. All conditions, restrictions, reservations, agreements, limitations, and easement of record.
4. All of the terms, provisions, conditions, rights, privileges, obligations, easements, and liens set forth and contained in the Declaration of Condominium for TARACOMO TOWNHOMES, a condominium as more particularly described above (the "Declaration").
5. Any state of facts an accurate survey of the "Condominium Property" (as defined in the Declaration) would disclose.
6. Any mortgage, encumbrance, or lien created, caused or made by the Grantee.

Grantor covenants that it has good right and lawful authority to sell and convey the above-described real property, and hereby warrants the title to the above-described real property and will defend the same against the lawful claims of all persons, claiming, by, through, or under Grantor subject to all of the terms and provisions hereof.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto. The word "Grantee" shall be construed as if it read "Grantees" whenever the sense of this indenture so requires, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officer thereunto duly authorized and its seal affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of: _____

YORK-HANNOVER CORP. a Florida corporation

By: _____, _____ President (Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____, as President of YORK-HANNOVER CORP., a Florida corporation, on behalf of said corporation.

Notary Public
State of _____ at Large

My Commission Expires:

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium as amended for TARACOMO TOWNHOMES, a condominium, as more particularly described above, and Grantee covenants, assumes, and agrees to abide by each and every provision of said Declaration of Condominium, as amended by Amendments of record, and as the same may now or hereafter be amended, and all instruments incorporated therein by reference.

Signed, sealed and delivered
in the presence of:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____ and _____.

Notary Public
State of _____ at Large

My Commission Expires:

