



This instrument prepared by and return to:
 Alessandra Stivelman, Esq.
 Eisinger, Brown, Lewis, Frankel & Chalet, P.A.
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 Hollywood, FL 33021
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CFN 2016R0471016
 OR BK 30189 Pgs 641-997 (357Pgs)
 RECORDED 08/11/2016 15:16:01
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

REVIVED DECLARATION

WHEREAS, the Declaration of Covenants and Restrictions for Kings Creek Village dated November 15, 1971, as recorded in the Official Records Book 7475, at Page 59 of the Public Records of Miami-Dade County, Florida, on December 8, 1971, as amended from time to time, (the "Declaration"), encumbers all of Kings Creek, according to the Plat thereof, as recorded in Plat Book 93 at Page 22 of the Public Records of Miami-Dade County, Florida (the "Subdivision"); and

WHEREAS, as a result of the Marketable Record Title Act, Chapter 712, Florida Statutes, the Declaration has ceased to govern one or more parcels in the Subdivision; and

WHEREAS, pursuant to Part III of Chapter 720 of the Florida Statutes, an Organizing Committee of the Kings Creek Village Association, Inc. (the "Association"), consisting of:

Amy Leitman
 8135 SW 81 PL
 Miami, FL 33143

Jeffrey S. Lingelbach
 7900 Camino Cir, Unit 202
 Miami, FL 33143

Astrid Buttari
 7845 Camino Real 0-311
 Miami, FL 33143

does hereby submit the governing documents for revival pursuant to Florida Statute §720.403 *et seq.*; and

WHEREAS, the Organizing Committee has caused each affected parcel owner in the Subdivision to receive a copy of this Revived Declaration, which consists of the following documents: (i) the Declaration, attached hereto and incorporated herein as **Exhibit "A"**; (ii) the Association's existing Articles of Incorporation of Kings Creek Village Association, Inc. (the "Articles of Incorporation"), attached hereto and incorporated herein as **Exhibit "B"**; (iii) the Association's existing By-Laws of Kings Creek Village Association, Inc. (the "By-Laws"), attached hereto and incorporated herein as **Exhibit "C"**; (iv) all amendments to the Declaration, Articles of Incorporation and By-Laws, including supplement to amendments, Landscaping Regulations and Agreements, attached hereto and incorporated herein as **Exhibit "D"**; (v) a graphic depiction of the property to be governed by this Revived Declaration, a copy of which is attached hereto as **Exhibit "E"**; and (vi) the legal description of all parcels that are to be subject to this Revived Declaration and the Exhibits above, together with, for each parcel, the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the Revived Declaration was submitted for approval by the parcel owners, which is attached as **Exhibit "F"**; and

WHEREAS, after the receipt of the above documents, a majority of the affected parcel owners have agreed and consented in writing to the approval of the Revived Declaration, as well as to the Association's existing Articles of Incorporation and By-Laws (the "other governing documents"); and

WHEREAS, the Revived Declaration and the other governing documents have been submitted to and approved by the Florida Department of Community Affairs in accordance with Section 720.406 of the Florida Statutes as evidenced by **Exhibit "G"**; and

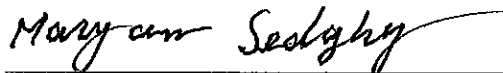
WHEREAS, the President and Secretary of the Association have executed below this Revived Declaration containing the other governing documents as approved by the Florida Department of Community Affairs in the name of the Association, pursuant to Section 720.407 of the Florida Statutes; and

WHEREAS, this Revived Declaration for the Subdivision complies with the requirements of the law; and


NOW THEREFORE, the Association, organized and existing under the laws of the State of Florida, does hereby for itself and its successors and assigns restrict the use, as hereinafter provided, of all of the lots in the Subdivision shown and described in Exhibits "E" and "F" attached hereto; and the Association does hereby place upon said land the following Revived Declaration and hereby declares to and agrees with each and every person who shall be or who shall become an owner of any of said lots that said lots shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following attached documents.

IN WITNESS WHEREOF, the President and Secretary of the Association, respectively, on behalf of the Membership, has caused their hands and seals to be attached to this Revived Declaration, on this 25 day of July, 2016.

KINGS CREEK VILLAGE ASSOCIATION,
INC., a Florida not-for-profit corporation



By: MARYAM SEDGHY, its President



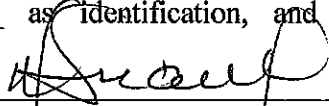
By: ASTRID BUTTAR, its Secretary

STATE OF FLORIDA)

:SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25th day of July, 2016 by Maryam Sedghy and Astrid Buttarij, as President and Secretary, respectively, of KINGS CREEK ASSOCIATION, INC., a Florida not-for-profit corporation, who are personally known to me or who have produced personally known as identification, and who have executed same on behalf of said corporation.



NOTARY PUBLIC - State of Florida

My Commission Expires



GLORIA MADELEINE SUAREZ
MY COMMISSION # FF 001268
EXPIRES: July 20, 2017
Bonded Thru Budget Notary Services

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

KINGS CREEK VILLAGE

THIS DECLARATION is made this 15th day of November, A.D., 1971, by THE BABCOCK COMPANY, a Florida corporation, hereinafter called "Developer," which declares that the real property described in Article II, which is owned by Developer, (hereinafter called "KINGS CREEK VILLAGE") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

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

(a) "Association" shall mean and refer to KINGS CREEK VILLAGE ASSOCIATION, a Florida corporation not for profit, "This is the Declaration of Covenants and Restrictions" to which the Articles of Incorporation and By-Laws of the Association make reference.

(b) "Developer" shall mean and refer to THE BABCOCK COMPANY, its successors or assigns if any such successor or assign acquires the undeveloped portion of KINGS CREEK VILLAGE from the Developer for the purpose of development and is designated as such by The Babcock Company.

(c) "KINGS CREEK VILLAGE" or "Property" shall include all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof and shall include the real property described in Article II hereof.

(d) "Unit" shall mean and refer to any existing or permissible (under applicable zoning) commercial or dwelling unit in KINGS CREEK VILLAGE, and shall include any lot or other parcel platted in the Public Records of Dade County, Florida, on which a residential or commercial structure could be constructed whether or not one has been.

This instrument prepared by Robert Livingston
JERSON, TRAYER, JOHNSON, DUNBAR & COLE, 1400 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

2600



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(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

(f) "Common Area" shall mean and refer to all real and/or personal property owned by the Association and/or the Developer for the common use and enjoyment of the Members of the Association.

ARTICLE II

Property Subject to this Declaration
Additions Thereto, Deletions Therefrom

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Dade County, Florida, and comprises all the parcels, platted or unplatted, and condominium dwelling units now or hereafter created or established within or upon the property legally described on Exhibit A, attached hereto.

Section 2. Platting and Subdivision Restrictions. Developer shall be entitled to, at any time and from time to time, to plat all or any part or parts of the Property, and to file Subdivision Restrictions and/or Amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Developer's Right to Add Additional Property to or Withdraw Property from Kings Creek Village. Developer shall have the right, in its sole discretion, to add additional property to or to withdraw property from the Kings Creek Village. Any such property shall have no commercial or residential structures on it at the time it is either added or withdrawn. Any enclosure of Kings Creek Village will be relocated by Developer to reflect such addition or withdrawal.

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ARTICLE III

Property Rights

Section 1. Title to Common Area. At its election the Developer may retain the legal title to the Common Area or any part or parts of the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Common Area to the Association subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, and to restrictions, conditions, limitations, and easements of record.

Section 2. Owners' Easements of Enjoyment. Every Owner (and the rental tenants of any rental dwelling units to the extent authorized by the Owner of such units) shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

- (a) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- (b) all provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;
- (c) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel, and restrictions regulating the use of any Common Area by business invitees or employees of any commercial enterprise in Kings Creek Village; and
- (d) restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

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ARTICLE IV

Membership and Voting Rights in the Association.

Section 1, Membership. Every person or entity who is a record owner of a Unit and the Developer at all times as long as it owns any property subject to this Declaration, or has the right to elect a Director of the Association, shall be members of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2, Classes. The Association shall have such classes of membership as are set out in the Articles of Incorporation of the Association.

ARTICLE V

Covenants for Maintenance Assessments

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

The Developer, for each Unit owned by it within Kings Creek Village, hereby covenants, and each Owner of any Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair and (3) any townhouse and condominium maintenance assessment (to the extent applicable in accordance with the provisions hereof); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the rate of 10% per annum and costs of collection thereof (including attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and also the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

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Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in Kings Creek Village and in particular for the improvement and maintenance of the Common Area, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The townhouse and condominium maintenance assessments shall be separate and apart from the annual and special assessments and used for the purposes authorized in Article VI hereof.

Section 3. Maximum Annual Assessments. Except as provided, the annual assessment, including funds for special improvement projects and for capital improvements, but excluding the townhouse and condominium maintenance assessment, shall in no event exceed \$100.00 per Unit per annum, and the separate townhouse and condominium assessment shall not exceed \$100.00 per Unit per annum. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of 2/3 of the members of the Board of Directors of the Association, the maximum amounts of the assessments may be varied from the amounts set forth in this paragraph.

Section 4. Uniform Rate of Assessment. All regular and special assessments (but not necessarily the townhouse and condominium exterior maintenance assessments) shall be at a uniform rate for each Unit on the basis of the voting rights for that Unit as set forth in the Articles of Incorporation of the Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The assessments provided for herein shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments shall be payable in advance in one payment or in monthly or quarterly installments if so determined by said Board.

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Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

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

Section 7. Effect of Non-Payment of Assessment; The Lien; Personal Obligation; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof the coupon, become a continuing lien on the parcel of real property on which the Unit is situated that shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Unit in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action (including a reasonable attorney's fee) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

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Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 9. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charge and lien created herein if such property is used (and as long as it is used) for any of the following purposes: (a) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in Article I herof; (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling or commercial use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance service upon any townhouse, condominium, apartment or other residential Unit needing same in the Association's opinion, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, yard clean up and, in addition to the townhouse and condominium areas of Kings Creek Village, may provide landscaping, sprinklers, trees, shrubs, grass, pools, walks, private drives and streets and other exterior improvements.

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Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the Unit or Units upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same, or against all the Units in any townhouse or condominium, apartment or other residential area if appropriate in the opinion of the Board of Directors of the Association. The assessment shall be proportioned among the Units involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all the Units in the affected area. The exterior maintenance assessment shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Unit and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 8. of Article V above.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit or exterior of any Unit at reasonable hours on any day except Saturday or Sunday.

Section 4. Frequency of Services to Townhouse and Condominium Areas. After Developer surrenders control of the Board of Directors of the Association, the Director elected by the condominium areas and the Directors elected by the townhouse areas, respectively, shall determine (subject, however, to the right to overrule their determination as set forth hereinafter) the frequency of services to the condominium and townhouse areas, respectively, so as to provide an attractive appearance to those areas. The assessment for such service shall be determined, however, by the said Board in the same manner as the other assessments of the Association. By the vote of more than one-half of the members of the said Board, the initial determination of frequency of services shall be overridden, and the frequency of services shall be that determined by such vote of the said Board.

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Section 5. Townhouse and Condominium Areas. For purposes of this Declaration and for all other purposes in the Association:

- (a) townhouse areas shall be those areas zoned for townhouse development;
- (b) condominium areas shall be those for which a Declaration of Condominium is recorded in the public records;
- (c) apartment areas shall be those areas zoned for apartment development;
- (d) other residential areas shall be all other residential areas, including those zoned for single family residences.

ARTICLE VII

Architectural Control

No building, fence, wall, swimming pool, boat house, dock, aerial, antenna, bulkhead, sewer, drain, disposal system or other structure shall be commenced, erected, placed or maintained upon any land in KINGS CREEK VILLAGE, nor shall any addition to or change or alteration therein be made until the plans, specifications and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the architectural control committee thereof.

ARTICLE VIII

General Provisions

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two thirds (2/3) of the Units has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly

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sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than one-half of the voting interests of the membership, provided that so long as the Developer is the owner of any Unit or any property affected by this Declaration, or amendment, or appoints a director of the Association, the Developer's consent must be obtained. Any amendment affecting the townhouse maintenance or the lien for such maintenance must be approved by the County Attorney of Metropolitan Dade County, Florida.

Section 5. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Dade County, Florida.

EXECUTED as of the date first above written.

Signed, Sealed and Delivered
in the presence of

Alvin M. Walker
Notary Public


THE BABCOCK COMPANY

By Charles I. Babcock, Jr. President
Attest Robert M. Sharrow Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this 15th day of November, 1971, before me the undersigned authority, personally appeared Charles I. Babcock, Jr. and Robert M. Sharrow, to me known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of THE BABCOCK COMPANY, a Florida corporation, and each severally acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said corporation, for the use and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation; and that the seal affixed thereto is true and genuine corporate seal of said corporation, and was affixed thereto by said officers.

WITNESS my hand and official seal at Miami, said County and State, the date aforesaid,

Alvin M. Walker
Notary Public, State of Florida


(Kings Creek Village excluding School Site) **PL 7475 FC 09**

LEGAL DESCRIPTION

Being a portion of the Southeast 1/4, a portion of the Southwest 1/4 and a portion of the Northwest 1/4 of Section 34, Township 54 South, Range 40 East, Dade County, Florida, being more particularly described as follows:
 Commence at the West 1/4 corner of said Section 34; thence run South 89 degrees 48 minutes 15 seconds East, along the North line of the Southwest 1/4 of said Section 34, for 35.00 feet to the Point of Beginning; thence run North 0 degrees 07 minutes 09 seconds West, along a line parallel with and 35.00 feet East of, as measured at right angles to the West line of the Northwest 1/4 of said Section 34, for 35.00 feet; thence run South 89 degrees 48 minutes 15 seconds East, along a line parallel with and 35.00 feet West of, as measured at right angles to the aforementioned North line of the Southwest 1/4 of said Section 34, for 1021.12 feet; thence run South 80 degrees 47 minutes 10 seconds East for 722.51 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the left, having a radius of 5664.38 feet and a central angle of 9 degrees 01 minutes 20 seconds for an arc distance of 914.03 feet to a Point of Tangency; thence run South 89 degrees 48 minutes 30 seconds East, along a line parallel with and 150.00 feet South of as measured at right angles to the North line of the Southeast 1/4 of said Section 34, for 1470.62 feet; thence run South 62 degrees 32 minutes 00 seconds East for 1184.54 feet; thence run South 0 degrees 27 minutes 24 seconds West, along a line parallel with and 25.00 feet West of as measured at right angles to the East line of the Southeast 1/4 of said Section 34, for 847.16 feet; thence run North 89 degrees 50 minutes 09 seconds West, along the North Right-of-Way line of Snapper Creek Canal (C-2), for 3079.98 feet; thence run North 0 degrees 06 minutes 35 seconds East, along the West line of the Northwest 1/4 of the Southwest 1/4 of said Section 34 for 499.77 feet; thence run North 89 degrees 44 minutes 03 seconds West along the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34 for 90.00 feet; thence run North 0 degrees 06 minutes 35 seconds East, along a line parallel with and 90.00 feet West of as measured at right angles to the aforementioned West line of the Northwest 1/4 of the Southwest 1/4 of said Section 34, for 119.52 feet; thence run North 44 degrees 18 minutes 15 seconds West for 180.00 feet; thence run South 45 degrees 41 minutes 45 seconds West at right angles to the last described course, for 233.15 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the right having a radius of 300.00 feet and a central angle of 44 degrees 34 minutes 12 seconds for an arc distance of 233.37 feet to a Point of Tangency; thence run North 89 degrees 44 minutes 03 seconds West, along a line parallel with and 5.00 feet North of as measured at right angles to the aforementioned South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34 for 287.26 feet to a Point of Curvature; thence run Northwesterly along a circular curve to the right, having a radius of 300.00 feet and a central angle of 16 degrees 25 minutes 21 seconds for an arc distance of 85.93 feet to a Point of Tangency; thence run North 73 degrees 18 minutes 42 seconds West for 100.00 feet to a Point of Curvature; thence run Northwesterly along a circular curve to the left having a radius of 300.00 feet and a central angle of 16 degrees 25 minutes 21 seconds for an arc distance of 85.93 feet to a Point of Tangency; thence run North 89 degrees 44 minutes 03 seconds West for 165.00 feet; thence run due North along a line parallel with and 35.00 feet East of the West line of the Southwest 1/4 of said Section 34, for 590.04 feet to the Point of Beginning, lying and being in Dade County, Florida.

Order No. 109735

August 30, 1971

-Prepared by-

SCHWENK-SHIRKIN & ASSOCIATES, INC.

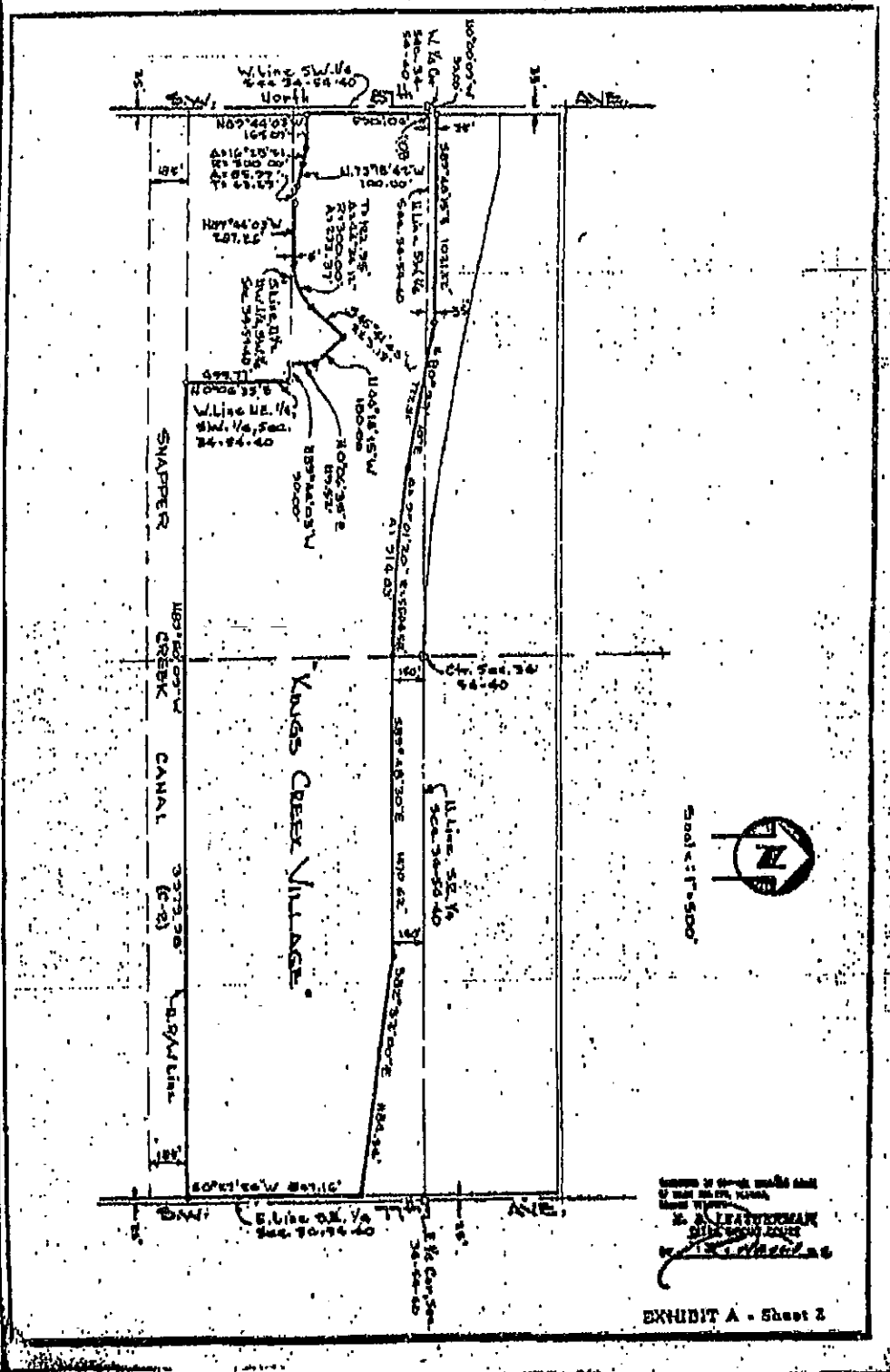
Land Surveyors • Engineers • Land Planners

Miami, Florida

EXHIBIT A - Sheet 1

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CONVEYED BY DEED TO THE STATE
 OF TEXAS, COUNTY OF TARRANT,
 COUNTY OF TARRANT,
 TEXAS.
 BY
 M. A. LEATHERMAN
 COUNTY CLERK
 COUNTY OF TARRANT,
 TEXAS.

EXHIBIT A - Sheet 2

71R215085

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State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

KINGS CREEK VILLAGE ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 22nd day of November,
A.D., 1971, as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 22nd day of November,
A.D. 1971.



Richard (Dick) Stone
Secretary of State

28.00

THIS COPY OF THE ORIGINAL DOCUMENT IS A TRUE COPY OF THE ORIGINAL DOCUMENT AND HAS BEEN REPRODUCED IN THE REGULAR COURSE OF BUSINESS, AND THAT THE REPRODUCING OFFICE HAS BEEN ADVISED BY THE SECRETARY OF STATE OF THE STATE OF FLORIDA.

EXHIBIT
"B"

7475 37

ARTICLES OF INCORPORATION

OF

KINGS CREEK VILLAGE ASSOCIATION, INC.
(A corporation not for profit)

FILED
NOV 22 9 57 AM '71
CLERK OF DISTRICT COURT

ARTICLE I

NAME

The name of this corporation shall be Kings Creek Village Association, Inc., herein sometimes called the "Association."

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are as follows:

(a) To promote the health, safety and social welfare of the owners of property within that area referred to as Kings Creek Village in the Declaration of Covenants and Restrictions for Kings Creek Village to be recorded in the Public Records of Dade County, Florida.

(b) To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, structures, and other improvements in Kings Creek Village for which the obligation to maintain and repair has been delegated and accepted, including the townhouse and condominium maintenance contemplated under Article VI of the Declaration of Covenants and Restrictions referred to above.

(c) To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennas, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Kings Creek Village, as well as the alteration, improvement, addition or change thereto.

I HEREBY CERTIFY THAT THE ABOVE INCORPORATION IS THE COPY OF THE ORIGINAL COPY AND WAS RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ON NOVEMBER 22, 1971.

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(d) To provide or provide for private security, fire protection, and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in Kings Creek Village.

(e) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(f) To operate without profit for the sole and exclusive benefit of its members.

(g) To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions described above.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

(c) To delegate power or powers where such is deemed in the interest of the Association.

(d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

I HEREBY CERTIFY THAT THE ABOVE INCORPORATION IS A TRUE COPY OF THE ORIGINAL DOCUMENT FILED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, AND THAT THE PERSONS WHOSE NAMES ARE SET FORTH AS OFFICERS AND DIRECTORS OF SAID ASSOCIATION HAVE BEEN FULLY AND PROPERLY QUALIFIED AND QUALIFY TO HOLD OFFICE AS SUCH.

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(c) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies or other organizations for the collection of such assessments.

(d) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

(e) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(f) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein. The Association is prohibited from selling or mortgaging in any manner, direct or indirect, any real property owned by it without the prior written consent of the Developer (hereafter defined), which consent may be refused by the Developer for any reason whatsoever.

ARTICLE IV

MEMBERS

(a) The Members shall consist of the property owners in Kings Creek Village, the property comprising Kings Creek Village being described in section (b) of this Article, and all such property owners shall be members of the Association. There shall be six classes of members, as follows:

(1) Condominium members - all Owners of residential condominium Units in Kings Creek Village.

(2) Rental Apartments members - all Owners of rental apartment Units in Kings Creek Village.

(3) Single Family Residence members - all Owners of single family residence Units in Kings Creek Village.

PROPERTY OWNERS: THIS COPY OF THE ORIGINAL DOCUMENT IS A TRUE COPY OF THE ORIGINAL DOCUMENT AND HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA. THE PROPERTY OWNERS HAVE REVIEWED AND ACCEPTED THE TERMS AND CONDITIONS OF THIS DOCUMENT AND HAVE AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS.

(4) Townhouse members - all Owners of townhouse Units in Kings Creek Village.

(5) Shopping Center member - the Owner of the shopping center Unit in Kings Creek Village.

(6) Developer - The Babcock Company, its successors or assigns.

(b) "Developer," "Owner," "Unit," and any other defined terms used herein, and elsewhere in these Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions.

(c) Kings Creek Village consists of that portion of Section 34, Township 54 South, Range 40 East, lying south of proposed Southwest 80th Street Expressway and north of Snapper Creek Canal, Dade County, Florida.

ARTICLE V

VOTING AND ASSESSMENTS

(a) Subject to the restrictions and limitations hereinafter set forth, each Member shall have voting rights for election to the Board of Directors of the Association as follows:

Condominium members -	1/2 vote per Unit
Rental apartment members -	1/4 vote per Unit.
Single family residence members -	1 vote per Unit
Townhouse members -	1 vote per Unit
Shopping Center member -	36 1/2 votes

It is expected that there will be 725 votes of the members in Kings Creek Village as a result of the determination made on the above basis. To the extent that more or less than 725 votes result, the shopping center member's votes will be adjusted to maintain the ratio that 36 1/2 is to 725.

(b) The Developer shall have the right to appoint the members of the Board of Directors until such time as it owns less than 100 Units in Kings Creek Village; and thereafter, for as long as it chooses and provided it has not waived the right, it shall have the right to appoint one (1) director.

THIS DOCUMENT IS A TRUE COPY OF THE ORIGINAL DOCUMENT AND HAS BEEN FILED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

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(c) The Association will obtain funds with which to operate by assessment of its Members in accordance with provisions of the Declaration of Covenants and Restrictions for Kings Creek Village, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

(a) The affairs of the Association shall be managed by a Board of Directors consisting of eight (8) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. The Developer shall have the right to appoint all the Directors, or such lesser number as it may choose, as long as it owns at least 100 Units in Kings Creek Village. Thereafter, the Directors shall be elected by the classes of members as follows:

<u>Class of Member</u>	<u>Number of Directors</u>
Condominium	1
Rental Apartments	2
Single Family Residence	1
Townhouse	2
Shopping Center	1
Developer	1
Total	8

If the Developer yields its rights to appoint any of the Directors while it still owns more than 100 units in Kings Creek Village, the Developer shall designate the class of members to whom the directorship or directorships are being yielded, the members of which shall then elect their director or directors in accordance with the provisions of these Articles. Elections shall be by plurality vote. At the first annual election to the Board of Directors, the terms of office of the elected directors of the rental apartment members shall be the Directors for shopping center member and the Developer shall be established at two (2) years.

THIS DOCUMENT IS NOT SUBJECT TO COPYRIGHT PROTECTION UNDER 17 USC 101 AND 102. IT IS IN THE PUBLIC DOMAIN AND MAY BE REPRODUCED AND TRANSMITTED IN ANY FORM AND BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

The initial term of office of the other directors shall be established at one (1) year, with subsequent terms established at two (2) years. Thereafter, as many directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Director appointed by the Developer be removed except by action of the Developer.

(b) The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1972 and until their successors are elected or appointed and have qualified are as follows:

Charles L. Debraeck, Jr.	4601 Ponce de Leon Blvd. Coral Gables, Florida 33146
Mercer D. Barefield	4601 Ponce de Leon Blvd. Coral Gables, Florida 33146
Robert B. Cole	1600 First National Bank Bldg. Miami, Florida 33131
Miles P. Dudley	4601 Ponce de Leon Blvd. Coral Gables, Florida 33146
William F. Furr	4601 Ponce de Leon Blvd. Coral Gables, Florida 33146
John Gilmore	4601 Ponce de Leon Blvd. Coral Gables, Florida 33146
Robert M. Sherman	4601 Ponce de Leon Blvd. Coral Gables, Florida 33146
Phillip A. Thomas	4601 Ponce de Leon Blvd. Coral Gables, Florida 33146

(c) Only the members of the class of membership represented by the Director or Directors for that class, as set forth above, shall vote for such Director or Directors.

ARTICLE VII

OFFICERS

(a) The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

(b) The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1972 and thereafter until their successors are duly elected and qualified are:

President	William F. Furr
Vice President	Phillip A. Thomas
Secretary	Robert M. Shorner
Treasurer	Miles F. Dudley

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Developer shall be effective without the prior written consent of said Developer. The prohibition against mortgaging shall not be amended or deleted without the prior written consent of Developer.

I HEREBY CERTIFY THAT THE ABOVE REPRESENTS A TRUE COPY OF THE ORIGINAL DOCUMENT AND THAT THE ORIGINAL COPY OF THIS DOCUMENT IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA.

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ARTICLE XI

SUBSCRIBERS

The names and residence addresses of the subscribers are as follows:

Charles J. Babeock, Jr.	4601 Ponce de Leon Boulevard Coral Gables, Florida 33146
Robert B. Cole	1600 First National Bank Bldg. Miami, Florida 33131
Robert E. Livingston	1600 First National Bank Bldg. Miami, Florida 33131

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association; or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and

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BERNARD BAKER JOHNSON QUINCY & COLE IS A FIDUCIARY OF THE ASSOCIATION AND HAS INCURRED IN THE EXECUTION OF HIS DUTY AS SUCH FIDUCIARY AND IS INCURRED IN SUCH

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necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or

IF THESE COPIES THAT THE ABOVE DESCRIBED PHOTOGRAPHS IS A TRUE COPY OF THE ORIGINAL AND NOT A COPY THAT HAS BEEN REPRODUCED BY MEANS OF A PHOTOCOPYING PROCESS, THE ORIGINAL PHOTOGRAPHS WILL BE PROVIDED TO THE REQUESTOR AT NO CHARGE.

participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all cost and expenses of such dissolution shall be distributed in the following manner and relative priority:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Developer (or its predecessor in interest) shall be returned to the Developer (whether or not exercising such rights at the time of such dissolution), unless and except to the extent it refuses to accept the conveyance (which it may do in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept and provide maintenance for.

(3) Remaining assets shall be distributed among the members, subject to the limitation set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

I HEREBY CERTIFY THAT THE ABOVE REPRESENTS A TRUE COPY OF THE ORIGINAL RECORD AND ALL RECORDS IN THE RECORDS OF THE ASSOCIATION AS REQUIRED BY THE PROVISIONS OF THE FLORIDA STATUTES AND AS SUCH COPY IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD.

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(b) The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4ths) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Fla. Stat., §617.05 or statute of similar import, and approved by two-thirds (2/3rds) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 26th day of October, 1971.

Charles I. Hancock, Jr. (Seal)

Address: 4601 Ponce de Leon Blvd., Coral Gables

Robert E. Lupton (Seal)

Address: 1600 First Nat. Bank Bldg., Miami, Fla.

Robert E. Lupton (Seal)

Address: 1600 First Nat. Bank Bldg., Miami, Fla.

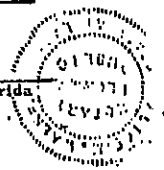
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this 26th day of October, 1971, before me, the undersigned authority, personally appeared Charles I. Hancock, Jr., to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Coral Gables, said County and State the date aforesaid.

William M. Miller
Notary Public, State of Florida
At Large

My commission expires:
Apr. 3, 1975



I HEREBY CERTIFY THAT THE ABOVE REPRESENTS A TRUE COPY OF THE ORIGINAL COPY OF THIS INSTRUMENT AND THAT THE INSTRUMENT IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, AND THAT THE INSTRUMENT IS AVAILABLE FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA.

Wt 7475 n 48

STATE OF FLORIDA)
COUNTY OF DADE

I HEREBY CERTIFY that on this 11th day of November
19 71, before me, the undersigned authority, personally appeared
Robert B. Cole to me known to be the
person who executed the foregoing Articles of Incorporation, and acknow-
ledged the execution of such instrument, for the uses and purposes therein
expressed.

WITNESS my hand and official seal at Miami, said
County and State the date aforesaid.



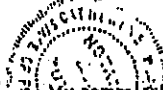
My commission expires:
Notary Public, State of Florida at Large
My commission expires Jun. 7, 1972
Bonded by Transamerica Insurance Co.

Robert B. Cole
Notary Public, State of Florida
At Large

STATE OF FLORIDA)
COUNTY OF

I HEREBY CERTIFY that on this 11th day of November
19 71, before me, the undersigned authority, personally appeared
Robert B. Cole to me known to be the
person who executed the foregoing Articles of Incorporation, and acknow-
ledged the execution of such instrument, for the uses and purposes therein
expressed.

WITNESS my hand and official seal at Miami, said
County and State the date aforesaid.



My commission expires:
Notary Public, State of Florida at Large
My commission expires Feb. 16, 1972
Bonded by Transamerica Insurance Co.

Robert B. Cole
Notary Public, State of Florida
At Large

Approved in official capacity
of said court, Miami,
Dade County,
E. B. LEATHERMAN
CLERK OF DISTRICT COURT
BY R. B. Cole

GENERAL CERTIFICATE THAT THE ABOVE SIGNATURES ARE TRUE COPY OF THE ORIGINAL SIGNATURES AND THAT THE INSTRUMENTS WERE FILED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THAT THE INSTRUMENTS WERE RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

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BY-LAWS
OF
KINGS CREEK VILLAGE ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Kings Creek Village shall be used herein with the same meaning as defined in said Declaration.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 4601 Ponce de Leon Boulevard, Coral Gables, Florida 33146, or at such other place as may be established by Resolution of the Board of Directors of the Association.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

1. The number of votes each member shall have in each year (established in accordance with the provisions of the Articles of Incorporation) shall be determined by the Board of Directors of the Association no later than sixty (60) days before annual meeting of the Association each year and, once established, shall remain at that number unless a change in the Units shall occur that would make change in voting rights (as established in accordance with the Articles of Incorporation of the Association) appropriate.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Kings Creek Village, and shall result in the suspension of voting privileges during the period of such nonpayment.

MURKIN, BAYREN, JOHNSON, DUNNEDY & COLE, 1100 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

22-00

PLEASE CHECK THAT THE ABOVE MICROFILMED IS A TRUE COPY OF THE ORIGINAL COPY
SENT AND WAS ACCURATE IN THE REGULAR COURSE OF BUSINESS, AND THAT THE MICROFILMED
REPRODUCTION IS A TRUE AND ACCURATE REPRODUCTION OF THE ORIGINAL COPY.

EXHIBIT
"C"

ARTICLE IV
BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors, except that the Developer, to the exclusion of the other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF DIRECTORS; NOMINATING & ELECTION COMMITTEES

1. Nominations for election of Board members may be made by a Nominating Committee appointed by the Board.

2. The Developer shall, within fourteen (14) days of the date set in Article III (1) of these By-Laws for determining the number of votes each member shall have in each year, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date set in Article III (1) the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Members.

PROPERTY CERTIFY THAT THE ABOVE REPRODUCING IS A TRUE COPY OF THE ORIGINAL DOCUMENT AND THAT THE REPRODUCING WAS MADE IN THE REGULAR COURSE OF BUSINESS AND THAT THE PHOTOGRAPHIC COPY IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ORIGINAL OWNER.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Petitions for nominees shall be accepted if signed by either fifteen (15) members of the class involved or by one-third (1/3) of the membership of the class, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed herein for the mailing of such ballots to members.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by class of members entitled to vote for the seat to be filled and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancies and the names of those appointed to the Board by the Developer. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of such ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an Election Committee.

6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

THIS DOCUMENT IS NOT A PART OF THE RECORDS OF THE FEDERAL BUREAU OF INVESTIGATION AND IS NOT TO BE DISTRIBUTED OUTSIDE THE AGENCY TO WHICH IT IS LOANED. IT IS THE PROPERTY OF THE FEDERAL BUREAU OF INVESTIGATION AND IS TO BE RETURNED TO THE OFFICE OF ORIGIN UPON COMPLETION OF THE REVIEW.

ARTICLE VI

POWERS & DUTIES OF THE BOARD OF DIRECTORS:

1. The Board of Directors shall have power:

(a) To call meetings of the members,
(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration of Covenants and Restriction for Kings Creek Village or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE NATIONAL ARCHIVES AND IS MADE AVAILABLE IN ACCORDANCE WITH THE NATIONAL ARCHIVES ACT OF 1986.

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(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and,

(3) To send written notice of each assessment to every member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on January 15th at 9:00 A. M. at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three Directors after not less than three (3) days' notice to each Director.

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5. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice of a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VIII

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

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5. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

10. The salaries, if any, of the officers and assistant officers of

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the Association shall be set by the Board of Directors.

ARTICLE IX

COMMITTEES

1. The Standing Committee of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Control Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors. The committees (except the Architectural Control Committee) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems desirable.

2. The Nominating Committee shall have the duties and functions described in these By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in Kings Creek Village, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines, subject to the rights, as to townhouse and condominium area maintenance, of the Directors of those classes of membership to, respectively for each class, set the frequency of service as set forth in the Declaration of Covenants and Restrictions.

4. The Architectural Control Committee shall be appointed by the Developer (until relinquished by it to the Association) and shall have the duties and functions described in the Declaration of Covenants and Restrictions for Kings Creek Village. A party aggrieved by a decision of the

HEREBY CERTIFY THAT THE ABOVE ARCHITECTURAL CONTROL COMMITTEE IS A TRUE COPY OF THE ORIGINAL DOCUMENT AND WAS APPROVED IN THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ASSOCIATION ON THE DATE INDICATED HEREON.

Architectural Control Committee shall have the right to make a written request to the Board of Directors, within thirty (30) days of each decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the Architectural Control Committee) shall have power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties, and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

ARTICLE X

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

ARTICLE XI

SEAL

The Association shall have a seal in circular form having within its circumference the words: Kings Creek Village Association, Inc., corporation not for profit, 1971.

REPRODUCED FROM THE ORIGINAL RECORDS OF THE ASSOCIATION AND THAT THE REPRODUCED COPY IS THE PROPERTY OF THE ASSOCIATION AND IS TO BE USED ONLY FOR THE PURPOSES FOR WHICH IT WAS REPRODUCED IN A QUANTITY AND IN ACCORDANCE WITH THE ASSOCIATION'S POLICY.

HE 7475 R 58.

ARTICLE XII
AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without its written consent.

CERTIFICATE

The foregoing were adopted as the By-Laws of Kings Creek Village Association, Inc., a corporation not for profit under the laws of the State of Florida, on November 15th 1971.

President

Secretary

RECORDED BY SPECIAL SERVICE UNIT
OF DASH COUNTY, FLORIDA
RECORDED
K. D. LEATHMAN
CLERK COUNTY CLERK
BY
1971

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT IS A TRUE COPY OF THE ORIGINAL, AND THAT THE SAME HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DASH COUNTY, FLORIDA, IN BOOK NO. 10, PAGE 10.

73027/630

KINGS CREEK VILLAGE

(SINGLE FAMILY HOUSES)

BUILDING AND LANDSCAPING REGULATIONS

AUGUST 15TH, 1973

The ownership is concerned with the excellence in design and harmony of character of the building sites to provide a compatibility for the entire Village. These regulations will be administered by the Kings Creek Village Architectural Board with the goal of enhancing the inherent value of each building site as improvements are accomplished at adjoining properties. All residences must be designed and drawings executed by an architect registered in the State of Florida.

RELATIONSHIP WITH ADJACENT EXISTING OR PROGRAMED HOUSES

Care shall be taken to protect adjacent houses in locating equipment, recreation and service areas. Plans of existing programed houses may be reviewed at Kings Creek Village office. It is required that drawings will indicate all waste pickup locations, air conditioning compressors, service areas such as laundry drying lines, and recreational areas, and methods of screening and protection.

EXTERIOR DESIGN

All elevations will be subject to review by the Kings Creek Village Architectural Board. Design elements should have a continuity from all views. All elevations should be considered with equal weight as street elevations. Flat roofs are prohibited except as minor design elements. Non white cement tile pitched roofs are required. All exterior colors must be compatible with the existing structures in Kings Creek Village.

SCREEN PATIO

PRELIMINARY DRAWING

It is required that preliminary designs be submitted for review to the Kings Creek Village Architectural Board. One set of preliminary plans to be retained by the Kings Creek Village Architectural Board.

WORKING DRAWINGS

Plans submitted for final approval shall include in addition to County Code requirements the following:

1. Screen patio design and details.
2. Detailed landscape plan showing all plant materials and indicating that portion to be completed at time of occupancy.
3. Large scale details of design elements.
4. Fence and walls design and details.

One complete set of final approved drawings shall be retained by the Kings Creek Village Architectural Board to be kept on file at Kings Creek Village office.

LANDSCAPING

Whenever there is in existence landscape material such as trees, shrubs and it is the desire of the owner to retain these materials, any new materials introduced should blend with the old as well as the architecture in order that the entire property gains a feeling of unity.

OUTLYING STRUCTURES

Any outlying structures including walls, retaining walls, entrances and patios should bear a direct relationship to the exterior of the principal buildings so as to repeat a part of the building in texture and color rather than start a new colony of material which compete with the main theme.

EXHIBIT

"D"

8508 2134

SCREENING

Care should be taken to provide adequate screening from view for any areas which might be or might become objectionable to neighbors. Some such areas are drying yards, garage interiors, swim pool equipment, and storage areas for pool and outdoor furniture.

LIGHTING

Care should be exercised in the placement of all exterior and garden lights so that they are not annoying to neighbors.

STREET PLANTING, STREET LIGHTS AND DRIVEWAYS

Street plantings of trees will not be installed without prior approval of the Kings Creek Village Architectural Board. Ample room has been left between all trees to allow space for driveways. The pattern of driveways must be laid out so that street trees and street lights are not disturbed. All driveways to be hard surfaced, and installed prior to occupancy.

ADDITIONS AND ALTERATIONS

Additions and alterations including all pools, fencing, outlying structures, etc., shall be subject to the same control regulations.

THE KINGS CREEK VILLAGE ARCHITECTURAL BOARD

The Kings Creek Village Architectural Board is composed of one Architect, one Landscape Architect (both of the foregoing to be registered in the State of Florida) and one resident member of the Kings Creek Village Association.

The Initial Board shall be appointed by The Babcock Company for one year and will be subject to re-election annually by the Company as long as any lot is not committed for building purposes; thereafter annually on January 15, of each calendar year, selection of the members shall be by the Directors of the Kings Creek Village Association. Vacancies will be filled as and when they occur.

The Initial Board is comprised of:

- Christ Fergis, AIA, Architect
- N. Orloway, ASLA, Landscape Architect
- David E. Jones, Senior Vice-President, The Babcock Company

The Board is available for clarification of design regulations with owner's architect.

The foregoing regulations shall be applicable to lots in the subdivision. In WITNESS WHEREOF, THE BABCOCK COMPANY has caused these presents to be signed in its corporate name by its duly authorized corporate officers and its corporate seal to be hereunto affixed, all on the day first set forth above.

Robert M. Swamer
 ATTEST:
 Robert M. Swamer, Secretary

THE BABCOCK COMPANY
 By *Charles L. Babcock, Jr.*
 Charles L. Babcock, Jr., President

STATE OF FLORIDA
 COUNTY OF DADE I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared CHARLES L. BABCOCK, JR., President and ROBERT M. SWAMER, Secretary to be known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.
 WITNESS my hand and office and in the County and State aforesaid this 16th day of November, 1973.

NOTARY PUBLIC
 DICHARJ. SWINER
 1611 SW 15th St
 Miami, Florida 33135

NOTARY PUBLIC
 State of Florida at Large

77R 53046

77 MAR 4 AM 11:48

REC 9607 925

CERTIFICATE OF AMENDMENT

TO

BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendments to the By-Laws of Kings Creek Village Association, Inc. have been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VII (1) (Directors and Meetings), be amended and Article XIII (Default) be added to read as follows:

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on the third Monday of January of each year at 7:30 p.m. at 8333 S. W. 81st Avenue, Miami, Florida, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

ARTICLE XIII

DEFAULT

1. In the event of violation of the provisions of the Declaration of Covenants and Restrictions, the By-Laws, Articles of Incorporation or House Rules, as the same are or hereafter may be constituted, the Association, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents hereinabove enumerated, or

6.00
mail

... sue for damages, or both, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

2. In the event the Association shall be required to file any action to obtain compliance therewith or to enforce its rights against a Unit Owner, it shall be reimbursed for its reasonable attorney's fees and court costs which the Unit Owner hereby agrees to pay.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 10 day of January 1977.

Roger Saxon
Roger Saxon, President
Phillip Gershman
Phillip Gershman, Secretary

(Seal)

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared ROGER SAXON and PHILIP GERSHMAN, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have, hereunto, set my hand and affixed my seal of office this 10th day of January 1977.

Martha Symon
Notary Public, State of Florida
at Large
My commission expires:

(Seal)

RICHARD P. BRINKER,
CLERK CREEK COURT



This instrument prepared by: Marc A. Kuperman, Esq.
1320 South Dixie Highway, Suite 801
Coral Gables, Florida 33146

CHS 11572 PS 1072

CERTIFICATE OF AMENDMENT TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR KINGS CREEK VILLAGE ASSOCIATION, INC.

SEP 30 11:52

82R222797

The undersigned unit owners in Kings Creek Village Association, Inc., a Florida corporation, not for profit, hereby certify that the following Amendment to the Declaration of Covenants and Restrictions for Kings Creek Village has been duly adopted by unit owners holding not less than one-half (1/2) of the voting interests of the membership of Kings Creek Village Association, Inc., all in accordance with the provisions of the Declaration of Covenants and Restrictions for Kings Creek Village:

RESOLVED, that the Declaration of Covenants and Restrictions for Kings Creek Village be amended to add the following Article:

ARTICLE IX

Notwithstanding any other provisions contained herein to the contrary, Kings Creek Village Townhouse Association, Inc. shall have all of the rights, duties and powers of supervising the control, operation and maintenance of the townhouse section of Kings Creek Village in accordance with all of the terms and conditions of the Agreement made and entered into on the 11th day of April, 1980, by and between Kings Creek Village Association, Inc. and Kings Creek Village Townhouse Association, Inc., which is attached hereto as Exhibit "B", and by reference incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 10 day of March, 1980.

Signed, sealed and delivered in the presence of

Walter A. Roseman

By: Michael G. ... (SEAL)
Frank Paul ...



Q: 11572 M 1073

KINGS CREEK VILLAGE HOUSE REGISTER

Date Typed JANUARY 1980

Abate, Gloria & Avilez, Esther (Rents to Duncan)	11/35	8140 S/W 82 Pl. C/O Pierson 6300 S/W 110 St. Miami, Fla. 33156
Abrahmsohn, Glen & Jorja	11/9	8134 S/W 81 Ct.
Adair, George	7/8	8126 S/W 83 St. <i>George Adair</i>
Adair, J. Randle	7/11	8120 S/W 83 St. <i>(Handwritten Signature)</i>
Aguirre, Xavier	11/8	8130 S/W 83 Pl.
Almas, Ivan.	11/43	8115 S/W 82 Pl.
Alsobrook, Mary	8/47	8231 S/W 81 Pl. <i>Mary Alsobrook</i>
Alter, Ronald	10/4	8228 S/W 81 Terr.
Amos, Betty	11/6	8122 S/W 83 Pl.
Anapol, Bernice	11/45	8107 S/W 82 Pl.
Andrews, John (Rents to Palaco, Tavara)	9/5	8308 S/W 81 Terr. 700 Coral Way Apt. 5 Coral Gables, 3313
Andrus, Beatric	11/56	8133 S/W 82 Ct.
Appleget, Robert	8/19	8202 S/W 82 Ct.
Arbenz, Maria De (Rents to Cohen)	13/1	8126 S/W 81 Terr. Corres. to: Ms. Martha Diaz (Res) 7400 S/W 140 Terr. Miami, Fla. 33158
Baron, Richard (Rents to Arvapara)	8/2	8208 S/W 82 Pl.
Barrat, Elaine	8/51	8215 S/W 81 Pl. <i>Elaine Barrat</i>
Barrows, Kathleen (Rents to Carriere)	11/38	8135 S/W 82 Pl. 315 Salano Prado Coral Gables, Fla.
Basull, Felicisimo	11/92	8133 S/W 81 Ct. *Unpub
*Beccari, Luciana	11/97	8113 S/W 81 Ct.
Belcher, Jewel Lee (Kallusch)	12/3	8210 S/W 81 Terr. P.O. Box 5089 Steamboat Village Colorado, 80499
Bennett, John B.	11/54	8130 S/W 82 C
Beres, James	8/25	8226 S/W 82 C
Bierfeld, James, M.D.	11/33	8132 S/W 82
Bischoff, Dorothy	10/7	8222 S/W 81 T <i>Dorothy Bischoff</i>
Bloch, Natan	11/68	8116 S/W 81 P
Blocker, Irwin A.	7/18	8106 S/W 83 S
Boggs, Ira M/W (Rents to Verbaunot Sr.)	11/14	8145 S/W 83 T 6112 S/W 176 Lynwood, Wash

Blair, James *(Handwritten: James E. Boland)* 10/8 8220 S/W 81 Terr.
9 Hillside Drive
Pelham Manor, N.Y. *(Handwritten: James E. Boland)*

Booth, Richard R. 11/28 8112 S/W 82 Pl.

Bowers, Louis, Jr. 11/36 8144 S/W 82 Pl.

Brady, Joseph 8/31 8221 S/W 82 Ct.

Brenner, Wm. 11/10 8138 S/W 83 Pl.

Britton, Fran 11/88 8122 S/W 81 Ct. *(Handwritten: Fran Britton)*

Buchanan, Frank 8/61 8226 S/W 81 Ct.
(Rents to Mary Nagler)
& Braver) 1464 Ancona Ave.
Coral Gables 3311

Bunnell, Gini 11/70 8124 S/W 81 Pl.
(Locke, Jerry)

Cacciamani, Vittoria 8/58 8214 S/W 81 Ct.

Callahan, Mildred 9/8 8302 S/W 81 Terr.

Cardozo, Kalo, Dr. 11/61 8113 S/W 82 Ct.

Chalmers, Wm. D. 11/5 8118 S/W 83 Pl.
Rents to King, Calle, Shetton 409 Highbrook Ave
Pelham Manor, N.Y.

Chalmers, Wm. D. 10/3 8230 S/W 81 Terr.
*SAME

Cherry, Robert, M.D.D.S. 12/8 8200 S/W 81 Terr.
147 Alhambra Circ.
Coral Gables

Cohen, Morris 8/55 8202 S/W 81 Ct.

Colmes, Dorothy 11/25 8101 S/W 83 Pl.

Corbitt, Ronald Jr. & 8/20 8206 S/W 82 Ct. *(Handwritten: Ronald E. Corbitt)*
Aurelia

Cross, Marc & Eden 8/3 8212 S/W 82 Pl. *(Handwritten: Marc & Eden Cross)*

Curtiss, Betty & 8/43 8228 S/W 81 Terr. *(Handwritten: Ellen M Bronson)*
Bronson, Ellen M.

Curlae, E. A. 10/2 8232 S/W 81 Terr.
P.O. Box 5271
Richmond, Va. 2321

Daggott, Milton & 13/7 8114 S/W 81 Terr.
Phyllis

Darby, Elizabeth 7/7 8128 S/W 83 St.

Davis, Charles 8/6 8224 S/W 82 Pl.
(Rents to Flashner) P.O. Box 1724
Covington, La. 70

DeKorte, Ruth 7/12 8118 S/W 83 St.

Deal, Nancy 10/6 8224 S. W. 81 Ter

Del Castillo, Elvia 11/96 8117 S/W 81 Ct.

Dunge, Gene 10/10 8216 S/W 81 Terr
(Elmwood Ford Sales) 30 Broadway
Elmwood Park, N.

11572 PG 1075

Dietch, Norman & Barbara	8/29	8229 S/W 82 Ct.
Dimars, Paul J. (Fla. Tomato Packers)	11/31	8124 S/W 82 Pl. Alle
Dimare Paul J.	11/100	8101 S/W 81 Ct. Same P.O. Box B,B, Homestead, Fla.
Murators Distelhorst, R.D. + VA.	8/10	8235 S/W 82 Pl. 270-1 696-2 <i>Distelhorst</i> <i>R. Distelhorst</i>
Dookum, Emagine (J. Huntington Odom)	7/15	8112 S/W 83 St., 665-6 P.O. Box 2976 Baton Rouge, Louisiana,
Doscher, Daniel	9/9	8300 S/W 81 Terr.
Duschesneau, Donald (Rents to Whiteside)	8/11	8231 S/W 82 Pl. 7975 S/W 69 Terr.
Duschesneau, Donald (Rents to Padres)	11/77	8123 S/W 81 Pl. 7975 S/W 69 Terr.
Duschesneau, Donald (Rents to Evans)	11/86	8114 S/W 81 Ct. 7975 S/W 69 Terr.
Duncan, Gayle	11/64	8101 S/W 82 Ct.
Dunkel, Walter	14/2	8106 S/W 81 Terr. 80 5265 Wynerhall Ct. Dunwoody, Ga. 30338
Dunn, Melville & Patty	11/9	8134 S/W 83 Pl.
Dupree, Doroty	8/17	8207 S/W 82 Pl.
Ellis, Ernest, M/D	13/9	8110 S/W 81 Terr.
Fadil, V.A. + Ok	11/41	8123 S/W 82 Pl. <i>go - (S-P, J)</i>
Farmer, Carl R.	11/50	8114 S/W 82 Ct.
Pauls, Dorothy (Major)	11/80	8111 S/W 81 Pl. <i>Pauls</i>
Fenstermacher, Joanne	7/13	8116 S/W 83 St. <i>Joanne Fenstermacher</i>
Fekete, Walter	8/21	8210 S/W 82 Ct.
Fleischer, Miriam	11/34	8136 S/W 82 Pl.
Framor, June (Moss)	11/85	8110 S/W 81 Ct.
Francos, Manuel & Idalia Rents to Bertram, Henry	11/87 -751-1193	8139 S/W 82 Pl. P.O. Box 544 Guayama, P.R. 00654
Galindo, Alicia	8/71	8205 S/W 81 Ct.
Gautier, Joanne	13/3	8122 S/W 81 Terr.
Georgalas, Andrew	7/16	8110 S/W 83 St.
George, Mary	11/60	8117 S/W 82 Ct.

11572 pg 1076

Gershman, Philip

12/5

8206 S/W 81 Terr.
3635 E. 10 Ct.
Mialeah 33013

Gilbert, Michael

11/46

8103 S/W 82 Pl.

Gillies, Warren

11/89

(Managed, E.W.M. - Mrs. Stein
C/o Texico, P.O. Box 2940
Guatemala

Ginorio, Margaret
(Rents to Hartman)
Tel. 271-4744

11/58

8125 S/W 82 Ct.
1024 Almorja Ave.
Coral Gables Fla. 33134

Glasgow, G. G. & Helen

7/17

8108 S/W 83 St.

Ann. H. & Margaret

Goldstein, Harold

11/95

8121 S/W 81 Ct.

Grant, Karleen

8/72

8201 S/W 81 Ct.

Green, Herbert

11/99

8105 S/W 81 Ct.

Greenwood, Anne

11/1

8142 S/W 83 Pl

Grimson, Barry & Pat

14/3

8104 S/W 81 Terr.

Gross, Elsie

8/44

8232 S/W 81 Pl.

Hagle, Harold
(Rents to Harwin)

8/4

8216 S/W 82 Pl.
6265 S/W 88 Ct.

Hales, Fred & Mina

11/62

8109 S/W 82 Ct.

Hancock, Katherine

8/45

8236 S/W 81 Pl.

Harris, Jack & Lila

11/27

8108 S/W 82 Pl.

Lila Harris

Helms, Ralph (Estate)
Mrs. Helms

9/3

8312 S/W 81 Terr.

Herrick, Peter

8/8

8232 S/W 82 Pl.

Hewitt, Ms. Merille

11/52

8122 S/W 82 Ct.

Huberman, Jack

11/65

8104 S/W 81 Pl.

Hyman, Don,

8/36

8201 S/W 82 Ct.

Inler, Norman

11/78

8119 S/W 81 Pl.

rents to Lumbaro

1379 N. Venetian Ave.
Miami, Fla. 33139

Jensen, Henning + David

7/21

8100 S/W 83 St.

Joyce, Carolyn

11/67

8112 S/W 81 Pl.

Jung, Peter

8/66

8225 S/W 81 Ct.
c/o F. Peter Jung
14305 S/W 80 Ave.
Miami, Fla. 33154

Kahn, Werner
Rents to Saltsberg/Mason
Contact Molly Bethel
1553 San Inacio, C.B. 33146
667-8871

11/23

8109 S/W 83 Pl.
Petroleo Gulf de
Avenida Atlantica,
Portaria 1, Apart. 3
22041 Rio De Janeiro

Kaler, Herman + Elton

10/9

8218 S/W 81 Terr.

Kaplan, Ann (Norman
(Married name) - (Cross Ref. only)

11/12

8146 S/W 83 Pl.

Elton Kaler

Kellett, Mary Jane 11/76 8127 S/W 81 Pl. *Mary Jane Kellett*
 Kenney, Lawrence 8/34 8209 S/W 82 Ct. *Lawrence J. Kenney*
 Rt. #1, Box 9033
 Boone, N.C. 28607

Kiehl, Otto 11/32 8128 S/W 82 Pl.
 (Rents to Glasero) 1 Berlin 42 W. German
 Bzyernring 6
 (Managed by Duscheneal
 Corres: Dooley Realty
 12401 S. Dixie Hwy.
 M.F. 33156 (Pays Maint)

Kislak, Jonathan 14/4 8102 S/W 83 St.

Krischer, Phillip 7/1 8140 S/W 83 St. *Phillip E. Krischer*

Kuniansky, Betty 11/21 8117 S/W 83 Pl.

Kutner, Beverly 8/13 8223 S/W 82 Pl.
 (Feldman, Married name)

Laacks, Marianne 7/5 8132 S/W 83 St.

Lamberty, Gerald 8/42 8224 S/W 81 Pl.
 (Rents to Choto-Cruz) 4000 N. Richmond St.
 Arlington, Va. 22207

Lawrence, Joseph M. 11/2 8106 S/W 83 Pl.

Lazarus, Carl 8/1 Mail: 8204 S/W 82 Pl.
 Mrs. S. Lazarus 9018 S/W 97 Ave.

Levin, Beatrice 11/53 8126 S/W 82 Ct. *Beatrice / Levin*

Lavine, Herbert 8/67 8221 S/W 81 Ct.

Levitt, Morris 12/2 8212 S/W 81 Terr

Levy Herb (Sam) 11/81 8107 S/W 81 Pl.
 (Rents to Wasserman) One Grove Isle Dr.
 Suite 1103
 Coconut Grove, Fair Is
 M.F. 33133

Lewis, Joseph & Myrna 8/7 8228 S/W 82 Pl.

Liebman, Seymour B. 11/42 8119 S/W 82 Pl. *Seymour Liebman*

~~Logan, Rodney~~ 13/6 8116 S/W 81 Terr.

Riley - Janet, F.
 Lopez, Oscar 8/65 8229 S/W 81 Ct.

Lott, Lester & Nancy 11/16 8137 S/W 83 Pl.

Lubien, Betty 8/15 8215 S/W 82 Pl. *Betty Lubien*

Ludwig, Bernard 10/5 8226 S/W 81 Terr.
 P.O. Box 520661
 M.F. 33152

Lund, Geoffrey & Rita 11/74 8135 S/W 81 Pl.
 Lupia, David 8/12 8227 S/W 82 Pl.

Machamer, Dulcie Ms. 11/1 8102 S/W 83 Pl.
 (3M Realty) 1332 S. Claudino St.
 Anaheim Calif. 92805

Mallor, Sam 8/18 8203 S/W 82 Pl.
 407 Otiscio Drive
 Westfield, N.J.

Mangei, Gerhard	8/30	8225 S/W 82 Ct.	
Manning, Sheila	11/63	8105 S/W 82 Ct.	<i>Sheila Manning</i>
Marcinkiewicz, R.	13/5	8118 S/W 81 Terr.	
Marx, Albert & Gerrie	11/24	8105 S/W 83 Pl.	<i>Albert & Gerrie Marx</i>
Marx, Doreen	7/2	8138 S/W 83 St.	
McClendon, Mary Anne	8/41	8220 S/W 81 Pl.	<i>Mary A. McClendon</i>
McEmber, Robert & Elizabeth	9/4	8310 S/W 81 Terr.	<i>Robert R. McEmber</i>
McConnell, Richard	8/48	8227 S/W 81 Pl.	<i>Richard A. McConnell</i>
McKinsey, M. & Abrahams	8/70	8209 S/W 81 Ct.	442-
McQueen, Theona, Dr.	8/56	8206 S/W 81 Ct.	
McSwiggan, Gerald rents to Travesio	11/72	8132 S/W 81 Pl. Mail: 26 Bay Heights Dr. M.P. 33133	
Miller, Harvey	11/17	8133 S/W 83 Pl.	
Miller, Jackie Mrs.	11/90	8130 S/W 81 Ct.	
Miller, Wayne	7/20	8102 S/W 83 St.	
Moore, T. E. M.D.	7/4	8134 S/W 81 Ct.	
Norhart, Dr. Robert	7/3	8136 S/W 83 St.	
Murphy, John S.	8/24	8222 S/W 82 Ct.	
Murphy, V.	11/40	8127 S/W 82 Pl.	
Mustacciolo, John	11/79	8115 S/W 81 Pl.	<i>John Mustacciolo</i>
Nadler, Joseph	9/7	8304 S/W 81 Terr.	<i>Joseph M. Nadler</i>
Nash, Roger	11/93	8129 S/W 81 Ct.	
Nelson, Robert	11/39	8131 S/W 82 Pl.	
Nichols, Herbert & Bertha	11/29	8116 S/W 82 Pl.	
Norman, (Kaplon)	11/12	8146 S/W 83 Pl.	
Nowatny, Godfrey (Rents to Roddenberry)	14/1	8108 S/W 81 Terr. 8433 S/W 132 St. 918 Ortega Ave. Coral Gables, Fla.	
Oister, Bill & Hazel	7/14	8114 S/W 83 St.	<i>William Oister</i>
O'Neil, Harriet	7/9	8124 S/W 83 St.	<i>Harriet O'Neil</i>
Paoletti, Frances	11/69	8120 S/W 81 Pl. 5915 S/W 8th St.	
Pembroke, William & Esther	11/26	8104 S/W 82 Pl.	<i>William Pembroke</i>
Perzini, Elia	11/47	8102 S/W 82 Ct.	

Pestcoe, Joseph	11/44	8111 S/W 82 Pl.	<i>[Signature]</i>
Peterson, Glen	9/2	8314 S/W 81 Terr.	
Payser, Juan & Iris	8/27	8234 S/W 82 Ct.	
Pfeifer, A.C. Deceased (Mail to Daughter-Engelhart)	8/37	8204 S/W 81 Pl.	
Phagan, Janice	11/57	8129 S/W 82 Ct.	<i>[Signature]</i>
Phillips, William (Rents to S. Schwartz)	11/19	8125 S/W 83 Pl. P.O. Box 812 Hialeah 33010	
Pinnas, Gerald, M.D.	8/26	8230 S/W 82 Ct.	
Pinkston, William	8/16	8211 S/W 82 Pl.	
Poindexter, Thomas (Rents to Griffins)	8/40	8216 S/W 81 Pl. <i>350 Calle de 39 de del. no 2</i>	
Popkin, Ed.	8/57	8210 S/W 81 Ct.	
Quintanilla R.	11/30	8129 S/W 82 Pl.	
Ragan, Mary	11/84	8106 S/W 81 Ct.	
Ragan, Mary & Edwin Ness (Rents to Ragan, Patty)	11/83	8102 S/W 81 Ct.	
Reiseman, Sandra I.	13/8	8112 S/W 81 Terr.	<i>[Signature]</i>
Reissner, Ilse (Lubien Manages)	7/6	8130 S/W 83 St. 81 Apartado Aero 10 Bogata Columbia, S.	
Reuben, Richard	7/10	8122 S/W 83 St.	<i>[Signature]</i>
Reynolds, David	12/7	8202 S/W 81 Terr.	<i>[Signature]</i>
Reynolds, Fredric	8/23	8218 S/W 82 Ct.	
Riley, Howard W. Jr. & Janet F.	12/1	8214 S/W 81 Terr.	
Rinz, Wallace & Linda	8/35	8205 S/W 82 Ct.	<i>[Signature]</i>
Rosmer, Charles & Frances	11/49	8110 S/W 82 Ct.	<i>[Signature]</i>
Rummel, Peter (Rents to Forman, Remard)	13/2	8124 S/W 81 Terr. c c/o Sawgrass, P. O. Box 600 Ponte Vedra, Fla.	
Russel, H.	11/87	8118 S/W 81 Ct.	
Saldarriaga, Mauricio A.	9/6	8306 S/W 81 Terr.	
Sanchez, Irma	11/73	8136 S/W 81 Pl. C/O Newton P. O. Box 1157 Dunnellan, Fla. 32	
Sandberg, Virginia	11/75	8131 S/W 81 Pl.	
Scandella, Guillermo (Rents to Mirandi)	11/66	8108 S/W 81 Pl. 11425 S. W. 112 Terr Miami, Fla. 33176	

11572 PG 1080

Scharf, Robert	11/51	8118 S/W 82 Ct, R.E. Scharf Invest Glades Professiona 8353 S/W 124 St. Suite 210 Miami, Fla. 33156
Scott, Robert & Marge	8/53	8207 S/W 81 Pl.
Seeley, Robert & Francoise	11/22	8113 S/W 83 Pl.
Segall, Bart	8/39	8212 S/W 81 Pl.
Selken, Kathleen	11/18	8129 S/W 83 Pl. <i>Kay Selken</i>
Sherrard, Jerry	8/38	8208 S/W 81 Pl. P.O. Box 247 N.F. 3311
Sierra, Cardlyn	8/22	8214 S/W 82 Ct.
Skeoch, Sue	11/48	8106 S/W 82 Ct.
Solli, George A. (Rents to Thurman, Lynn Tel: 279-3996)	8/33	8213 S/W 82 Ct. 11615 Rivershore Dr. Dunkirk, Md. 20754
Taxay, Shirley	11/20	8121 S/W 83 Pl.
Thomas, Betty	13/4	8120 S/W 81 Terr.
Tonkin, Henry	8/32	8217 S/W 82 Ct.
Toppino, Phillip	12/6	8204 S/W 81 Terr. P. O. Box 787 Att. J. U. Pinder Key West 33040
Torres, Carlos (Rents to Veger)	14/5	8100 S/W 81 Terr. P. O. Box S-886 San Juan, Puerto Rico
Utsey, Lauret	8/9	8236 S/W 82 Pl.
Utsey, Lauret (Rents to Sherman Reilly)	8/50	8219 S/W 81 Pl.
Vanderbrook Wylma	8/28	8233 S/W 82 Ct.
Vales, Jorge	8/60	8222 S/W 81 Ct.
Verhune, Carole	12/4	8208 S/W 81 Terr.
Vin, Margaret	11/15	8141 S/W 83 Pl.
Vidal, Francisco	8/62	8230 S/W 81 Ct. 1702 Allenton Rd. Lima, Ohio 45805
Villacorta, Patricia H.	11/94	8125 S/W 81 Ct. <i>Francisco Villacorta</i>
Villanusva, Hugo	7/19	8104 S/W 83 St. <i>Villanusva</i>
Warn, Richard	8/64	8233 S/W 81 Ct.
Warnes, John Ms.	8/5	8220 S/W 82 Pl.
Warren, Richard Dr. (Rents to Janichi & Smith)	8/68	8217 S/W 81 Ct. Mail: 7821 S/W 24 St.

11572 pg 1081

Waters, Marilyn 8/59 8218 S/W 81 Ct. !
Watson, Artemis 8/54 8203 S/W 81 Pl. ;

Weitz, Robert, Dr. & Ruth 8/63 8234 S/W 81 Ct. *Ruth Weitz*

Wickstrom, Karl 11/98 8109 S/W 81 Ct.

Widom, Rita 11/59 8121 S/W 82 Ct.

Wieder, Karel 8/69 8213 S/W 81 Ct.

Williams, Lawrence 10/1 8234 S/W 81 Terr.
R.D. #2 Southtown
Montgomery, N.Y. 1

Williamson, Hayden 11/7 8126 S/W 83 Pl.
7340 S/W 157 Terr.
Miami, Fla. 33157
(Rents to Frankel & Schvengel) C/o Esso Inter-Ameri
396 Alhambra Circle
Coral Gables, Fla..

Willis, Joan 8/52 8211 S/W, 81 Pl.
P.O.Box 430708
South Miami, Fla. 331

Wilson Mark 11/82 8103 S/W 81 Pl.

Wilson, Richard & Betty 8/46 8235 S/W 81 Pl. *Richard Wilson*

Windisch, Gayle 9/1 8316 S/W 81 Terr.

Winton, Elizabeth *(Blake) 8/14 8219 S/W 82 Pl.
11440 S/W 99 Ct..3

Wood, Denny 11/13 8150 S/W 83 Pl. .

Wright, Thelma 11/71 8128 S/W 81 Pl.

Yarchin, Barry S. 11/3 8110 S/W 83 Pl. *Barry S. Yarchin*

Yates, Dr. Robert 11/55 8134 S/W 82 Ct.
P.O. Box 11501
Ft. Lauderdale 33:

Yellin, Arthur 11/4 8114 S/W 83 Pl.
1009 Park Ave.
N. Y. 10028

Zevin, Jacqueline 8/49 8223 S/W 81 Pl.

*Joseph Siervo
V.P. of Bank of Boston
100 N. Bisc. Blvd.
Miami, Fla. 33132
Tel. 377-0751

*A. Avenida
Cen 4 Franq
Edificio J
Caracas, V
Tel. 283-

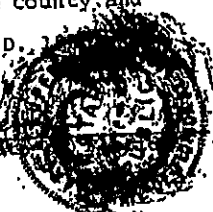
11572 901082

STATE OF FLORIDA)
COUNTY OF DADE) SS:

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 the above listed individuals to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County, and State last aforesaid this 10th day of March, A.D. 1953

Wm. A. K...
Notary Public, State of Florida



My commission expires:
Notary Public, State of Florida At Large
My Commission Expires March 22, 1953
Bonded thru Maxwell Bonding Agency

11572 PG 1083

THIS AGREEMENT, made and entered into this 1st day of April, 1980, by and between KINGS CREEK VILLAGE ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Association" and KINGS CREEK VILLAGE TOWNHOUSE ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Townhouse."

WITNESSETH:

WHEREAS, the Association is the entity responsible for the control, operation and maintenance of Kings Creek Village; and

WHEREAS, the Townhouse section is a part of Kings Creek Village; and

WHEREAS, the Articles of Incorporation of the Association permit the Association to delegate power or powers where such is deemed in the interest of the Association and to promulgate covenants and agreements to effectuate the purposes for which the Association has been organized; and

WHEREAS, the By-Laws of the Association permit the Association to enter into contracts for the day to day operation of the Kings Creek Village and provides for the discharge of its responsibilities and obligations; and

WHEREAS, the Townhouse is desirous of supervising the control, operation and maintenance of the Townhouse section of Kings Creek Village.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter contained to be performed by each party in favor of the other, the Association and Townhouse agree as follows:

1. The Townhouse and owners of townhouse units shall continue to be subject to and remain bound by the Declaration of Covenants and Restrictions for Kings Creek Village, dated November 15, 1971 and filed in the Public Records of Dade County, Florida at Official Records Book 7475, Page 59, as

Exhibit 'B'

amended, provided, however, that in the event of conflict with the provisions of this Agreement, the provisions of the Declaration shall be controlling.

2. The Association hereby delegates to the Townhouse the right to exercise, control, supervise and maintain the Townhouse section of Kings Creek Village as such area is defined in the Declaration of Covenants and Restrictions. Such right shall include the power to control, supervise and maintain the Townhouse units as may be determined by the Townhouse Association, and also to exercise authority over the owners of the Townhouse units.

3. Pursuant to the By-Laws of Kings Creek Village Townhouse Association, Inc., the Townhouse shall have the responsibility for determining the manner and method of assessments and to provide for the collection of such assessments on all Townhouse units. Such power to assess and collect assessments is hereby expressly delegated to the Townhouse by the Association.

4. The Townhouse shall be responsible for the maintenance of the property upon which the Townhouse section is situated and shall have the authority to enter into contracts and agreements to provide for such maintenance.

5. The Townhouse shall be responsible for the maintenance of the area known as the "Greenbelt area" as such is defined in Schedule 2 to the Declaration of Covenants and Restrictions for Kings Creek Village.

6. The "Greenbelt area" shall continue to be for the use and benefit of all parties entitled to the Common Areas of Kings Creek Village as provided in Section 2 of the Restrictions for Townhouse Sections of Kings Creek Village as recorded in the Public Records of Dade County, Florida at Official Records Book 8061 at Page 704.

7. The Townhouse shall continue to maintain the "Greenbelt area" in good condition and shall not allow said area to deteriorate. In the event the Association becomes dissatisfied

with the maintenance of the "Greenbelt area", written notice specifying the basis for the dissatisfaction shall be sent to the office of the Townhouse. The Townhouse shall have thirty (30) days from the receipt of said notice to correct any alleged deficiencies. In the event the Townhouse fails to remedy said deficiencies, the Association may correct same and the Townhouse shall be liable for all monies expended by the Association to remedy such deficiencies.

8. The Townhouse will be responsible for the prompt collection of all assessments for Townhouse units and shall remit all assessments due the Association to the Association by the 1st day of each month. In the event any assessment is not promptly paid by a Townhouse unit owner, the Association hereby grants to the Townhouse the right to impose a lien on such Townhouse unit and to enforce such lien in the manner provided in the By-Laws of the Townhouse and the Declaration of Covenants and Restrictions.

9. The unit owners in the Townhouse section shall continue to be bound by the Rules and Regulations promulgated by the Association regarding the common areas of Kings Creek Village as well as subject to the Rules and Regulations promulgated by the Townhouse in regard to use of the Townhouse section.

10. The Townhouse is hereby empowered to enter into all necessary contracts and agreements in order to facilitate the operation of the Townhouse section of Kings Creek Village.

11. The Townhouse shall be solely responsible for determining the frequency of maintenance services to the Townhouse section and such determination shall not be interfered with by the Association unless the Townhouse section undergoes a rapid deterioration in appearance and in such event the Association shall notify the Townhouse in writing of such deterioration and the Townhouse shall have thirty (30) days from the receipt of said notice to remedy such alleged deterioration. In the event the Townhouse fails to remedy any alleged deterioration,

the Association may provide for the correction of same and the Townhouse shall be liable for all monies expended by the Association to remedy any such deterioration.

12. It shall be the continuing duty of the Townhouse to maintain the two (2) tennis courts and the swimming pool located in the west end of ^{Tract 9 in} Kings Creek Village in the same condition as exists as of the date of this Agreement. In the event such maintenance is not performed to the satisfaction of the Association, a written notice specifying any alleged defects shall be sent to the office of the Townhouse and the Townhouse shall have thirty (30) days from the receipt of such notice to remedy any defects that may exist. In the event the Townhouse fails to remedy any such defects, the Association may remedy any such defects and the Townhouse shall be liable for all monies expended by the Association to remedy any such defects.

13. It shall be the responsibility of the Townhouse to prepare and submit an annual financial status report to the Association regarding the operation of the Townhouse and said report shall be delivered no later than the Association annual meeting. Said status report shall be prepared by a certified public accountant.

14. The Townhouse hereby indemnifies and agrees to hold harmless the Association, including its agents, assigns, servants and employees against all claims, demands or obligations which may be made against the Association by reason of any of the obligations or activities performed by the Townhouse, including its agents, assigns, servants and employees, in connection with the control, supervision and operation of the Townhouse section. In the event it becomes necessary for the Association to defend any action, counterclaim or cross-claim in any legal or administrative proceeding, the Townhouse will pay to the Association all court costs and reasonable attorneys' fees incurred by the Association in connection with any such proceeding provided, however, that the Townhouse may select the attorney(s) to represent the Association subject to the approval of the Association.

15. This Agreement is subject to:

(1) The Association executing the necessary amendments to its By-Laws, and to the Declaration of Covenants and Restrictions of Kings Creek Village and to the Restrictions for Townhouse sections of Kings Creek Village, wherever such amendments may be necessary to effectuate the purpose of this Agreement; and

(2) The necessary approval of the County Attorney of Metropolitan Dade County, Florida, pursuant to Article VIII, Section 4 of the Declaration of Covenants and Restrictions for Kings Creek Village. The Townhouse shall pay any fees incurred in obtaining said approval.

The failure of the abovementioned conditions shall render this Agreement void and of no force or effect.

16. In any action arising as a result of the terms of this Agreement, the prevailing party in any such action shall be entitled to the recovery of court costs and reasonable attorneys' fees from the other party except as provided in paragraph 14 of this Agreement.

17. Any modification or revision of this Agreement must be in writing and duly signed by the parties hereto in order to be effective.

18. The invalidity in whole or in part of any of the provisions of this Agreement shall not affect the remaining portions thereof.

19. This Agreement shall take effect no later than April 1, 1980, but shall be subject to the conditions specified in paragraph 15 herein.

20. Any notices required to be given under this Agreement shall be in writing and given to the Association at 8333 S.W. 81 Avenue, Miami, Florida, and to the Townhouse at 8333 S.W. 81 Avenue, Miami, Florida.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in its name by and through their

OFF. 11572 PG 1088

Presidents, attested to by their Secretaries, with seal
affixed this 1st day of April, 1980
in the City of Miami, Dade County, Florida, effec-
tive as of April 1, 1980.

Signed, sealed and delivered
in the presence of:

[Handwritten signatures]

KINGS CREEK VILLAGE ASSOCIATION,
INC., a non-profit Florida
corporation

By: *[Signature]*

Attest: *[Signature]*



KINGS CREEK VILLAGE TOWNHOUSE
ASSOCIATION, INC., a non-profit
Florida corporation

[Handwritten signatures]

By: *[Signature]*
President

Attest: *[Signature]*
Secretary

SIGNED IN OFFICE AFTER
OF DAD COUNTY, FLORIDA
RICHARD F. BRINCKER
CLERK DAD COUNTY, FLORIDA

866 JUL 11 AM 9 44

86R229189

12950PG1491

CERTIFICATE OF AMENDMENT

TO

BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendment to the By-Laws of Kings Creek Village Association, Inc., have been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VII (1) (Directors and Meetings), be amended to read as follows:

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on the ~~third~~ fourth Monday of January of each year at 7:30 p.m. at 8333 S.W. 81st Avenue, Miami, Florida, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 7th day of July, 1986.



June McVeigh
JUNE MC VEIGH, President

David Reynolds
DAVID REYNOLDS, Secretary

RE: 12950PG1492

STATE OF FLORIDA

COUNTY OF DADE.

BEFORE ME, the undersigned authority, this day personally appeared JUNE MC VEIGH and DAVID REYNOLDS, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, not for profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 7th day of July, 1986.

Marc A. Kuperman
Notary Public, State of
Florida at Large



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 22, 1987
Dorinda Lee Shepard Notary Agent

RECEIVED BY THE DEPT. OF
STATE
TO
RICHARD P. BRINKER
CLERK OF THE COURT

This instrument prepared by: Marc A. Kuperman, Esquire, P.A.
1320 South Dixie Highway, Suite 811
Coral Gables, Florida 33146

1907 APR 22 AM 9 10

87R151506

REC 13253 PG 937

CERTIFICATE OF AMENDMENT

TO

BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendment to the By-Laws of Kings Creek Village Association, Inc., has been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VI 2.(c) (Powers and Duties of the Board of Directors), be amended to add the following subparagraph:

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

(4) Camino Circle Condominium Association, Inc., Camino Court Condominium Association, Inc., The Village of Kings Creek Condominium Association, Inc., and Kings Creek Village Townhouse Association, Inc., (collectively or individually referred to as Sub-Association(s)) are expressly delegated the responsibility and obligation to collect Association assessments from members owning units in the respective Sub-Associations and to promptly remit all assessments due the Association to it by the tenth day of each month. Further, in the event any assessment is not promptly paid by a unit owner within the respective Sub-Associations, the Association hereby grants to the respective Sub-Association the right and power to impose a lien on said unit and to enforce such lien in the manner provided in the Declaration of Covenants and Restrictions and in the documents of each respective Sub-Association. Effective January 1, 1987 any reimbursed assessments advanced by a Sub-Association on behalf of a unit subsequently foreclosed shall, upon issuance of the Certificate of Title by The Clerk of the Circuit Court of Dade County, Florida, be reimbursed by the Association in an amount equal to the principal sum advanced, together with interest at the prevailing checkbook rate, on an annual adjusted basis.

9-

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 9th day of March, 1987.

June McVeigh
JUNE McVEIGH, President

David Reynolds
DAVID REYNOLDS, Secretary

STATE OF FLORIDA)
) 58
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared JUNE McVEIGH and DAVID REYNOLDS, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, not for profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 9th day of March, 1987.



Edward C. Hynes
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 12, 1990
BOLDED INK ON GENERAL REG. UND.

This instrument prepared by: Marc A. Kuperman, Esquire, P.A.
1320 South Dixie Highway, Suite 811
Coral Gables, Florida 33146

RECORDED IN OFFICIAL RECORDS
OF DADE COUNTY, FLORIDA
MICROFILMED
RICHARD P. BRINER
CLERK COUNTY CLERK

1988 JUN 14 PM 12:42

88R209880

OFF REC 13714 PG 2989

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR KINGS CREEK VILLAGE

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS CREEK VILLAGE made as of this 10 day of June, 1988.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Declaration of Covenants and Restrictions for Kings Creek Village dated November 15, 1971, recorded in Official Records Books 7475, at Page 59, of the Public Records of Dade County, Florida (the "Declaration"), certain property known as "Kings Creek Village" (as defined in the Declaration) was made subject to the terms and provisions of said Declaration, and said terms and provisions are governed by Kings Creek Village Association, Inc., a Florida corporation not for profit (the "Association"); and

WHEREAS, T&R BUILDING CONSTRUCTION CORP., a Florida corporation ("T&R"), is the owner of certain property adjacent and contiguous to portions of Kings Creek Village, which property is legally described in Exhibit "A" attached hereto and made a part hereof by reference. Said property shall be known as "Dadeland Park", and is pictorially described in Exhibit "B" attached hereto and made a part hereof by reference; and

WHEREAS, T&R has previously requested the Association to agree that Dadeland Park be added to the property forming Kings Creek Village, subject to the terms and provisions set forth herein and in certain other documents or instruments executed in connection herewith and described hereinbelow, and the Association, by execution of this Amendment by owners holding not less than one-half (1/2) of the voting interests of the membership, has agreed to allow Dadeland Park to be added as additional property to Kings Creek Village, subject to said terms and conditions.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and are made a part hereof by reference.
2. Article II, Section 3 of the Declaration is hereby deleted in its entirety, and the following is substituted in its stead:

Section 3. Developer's and Association's Right to Add Additional Property to or Withdraw Property from Kings Creek Village.
Developer shall have the right, in its sole discretion, to add additional property to or to withdraw property from the Kings Creek Village. The Association shall have the right, upon the affirmative vote of more than fifty percent (50%) of the voting interests of its members, to add additional property to the Kings Creek Village. Any such property shall have no commercial or residential structures on it at the time it is either added or withdrawn.

3. The property known as "Dadeland Park", as legally described in Exhibit "A" attached hereto and as pictorially described in Exhibit "B" attached hereto, is hereby added as additional property to form a part of Kings Creek Village, and said property is hereby made subject to the terms and conditions of

the Declaration. It is acknowledged and agreed that the property comprising Dadeland Park either has been or shall be submitted for platting in accordance with the requirements of Dade County, Florida. Such plat shall be substantially in accordance with the pictorial description of Dadeland Park as per Exhibit "B" attached hereto unless otherwise required by any of the governmental authorities having jurisdiction thereof. The various streets or roads which are shown in Exhibit "B" may be dedicated to the public pursuant to such plat, and the legal description of the Dadeland Park property which is being submitted to the terms and conditions of the Declaration hereunder shall automatically be conformed to consist of the property legally described in such plat less all areas which may be so dedicated to public use pursuant to said plat.

4. Notwithstanding the submission of the Dadeland Park property to the terms and conditions of the Declaration for Kings Creek Village, it is acknowledged and agreed that said property may be known as "Dadeland Park" or "Dadeland Park at Kings Creek Village", and said property need not be known solely as "Kings Creek Village."

5. T&R submits the Dadeland Park property to the terms and conditions of the Declaration subject to the adoption and continued effectiveness of the terms and provisions of those certain documents entitled "Amendment to Articles of Incorporation of Kings Creek Village Association, Inc." and "Amendment to By-Laws of Kings Creek Village Association, Inc.", copies of which are attached hereto as Exhibits "C" and "D", respectively. The Association warrants and represents that the documents attached as Exhibits "C" and "D" will be appropriately adopted by the Association within seven (7) days after the date upon which this Amendment has been executed by more than one-half (1/2) of the voting interests of the members of the Association, and that notwithstanding anything set forth in the Declaration or in the Articles of Incorporation or By-Laws of the Association to the contrary, none of the terms and conditions set forth in said documents attached hereto as Exhibits "C" and "D" may be modified in any respect which would adversely affect T&R without the advance written consent of T&R (which consent may not be unreasonably withheld by T&R), so long as T&R is the owner of any undeveloped property in Dadeland Park. As defined herein, T&R shall also mean and refer to its successors or assigns, if any successor or assign acquires all or any part of the undeveloped portion of Dadeland Park from T&R for the purpose of development, and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, it is acknowledged that any mortgagee of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgagee as a successor or assign of T&R, in the event such mortgagee acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

6. Notwithstanding anything previously set forth in Article II, Section 3 or elsewhere in the Declaration to the contrary, it is acknowledged that the existing enclosure of Kings Creek Village need not be fully relocated to reflect the addition of the Dadeland Park property to Kings Creek Village, and that the only boundary wall or fence which need be built by T&R or any other party with respect to the addition of the Dadeland Park property to Kings Creek Village shall be the fence described in the Amendment to By-laws of Kings Creek Association, Inc. which is attached hereto as Exhibit "D". Upon completion of construction of said fence by T&R, same shall become a part of the common areas of Kings Creek Village and shall be maintained by the Association.

7. Notwithstanding anything set forth in Article V, Sections 1, 4 and 5 or elsewhere in the Declaration to the contrary, it is acknowledged that the assessments imposed against the Dadeland Park property by the Association shall be limited as set forth in the Amendment to By-Laws of Kings Creek Village Association, Inc. which is attached hereto Exhibit "D".

8. Notwithstanding anything set forth in Article VII or elsewhere in the Declaration to the contrary, it is acknowledged that the rights of the Association to architectural control of the Dadeland Park property shall be limited as set forth in the Amendment to By-Laws of Kings Creek Village Association, Inc. which is attached hereto Exhibit "D".

9. The Association hereby warrants and represents to T&R that this Amendment to Declaration of Covenants and Restrictions for Kings Creek Village does not affect the "... Townhouse maintenance or the lien for such maintenance..." as set forth in Section 4 of Article VIII of the Declaration.

10. This Amendment to Declaration of Covenants and Restrictions for Kings Creek Village shall become effective upon recording of this instrument in the Public Records of Dade County, Florida.

11. This document may be executed in any number of counterparts, each of which shall constitute and be deemed an original, but all of which shall constitute one document.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year shown hereinbelow.

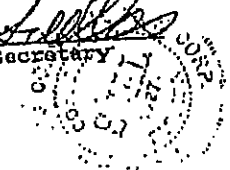
Signed, Sealed and Delivered in the presence of:

[Handwritten signatures]

T&R BUILDING CONSTRUCTION CORP., a Florida corporation

By: ROBERTO RUIZ, President

Attest: LUIS TRELLES, Secretary

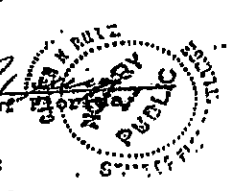


STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY, that on this 21 day of March, 1988, before me, the undersigned authority, personally appeared ROBERTO RUIZ, as President and LUIS TRELLES as Secretary of T&R BUILDING CONSTRUCTION CORP., INC., a Florida corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.

[Handwritten signature]
Notary Public, State of Florida
at Large



My Commission Expires:

Signed, Sealed and Delivered in the presence of:

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit

Edward C. Lybke
Edward C. Lybke

BY *Jane L. McLaughlin, President*
ATTEST: *Edward C. Lybke*

STATE OF FLORIDA)
COUNTY OF DADE) SS:

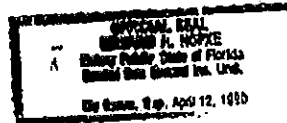
I hereby certify that on this 10th day of June, 1988, before me, the undersigned authority, personally appeared Jane L. McLaughlin and David Reynolds, to me known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, and each acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation; and that the seal affixed thereto is the true and genuine corporate seal of said corporation and was affixed thereunto by said officers.

WITNESS my hand and official seal at Miami, said County and State on the day aforesaid.

Edward C. Lybke
Notary Public, State of Florida
at Large



My Commission Expires:



JOINDER

The undersigned, Consolidated Bank, N.A., a National Banking Association, being the mortgagee of the Property described as "Dadeland Park" in the foregoing instrument entitled Amendment to Declaration of Covenants and Restrictions for Kings Creek Village, does hereby join in the execution of the foregoing instrument for the purpose of acknowledging its approval and consent to the terms and provisions set forth therein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 14th day of March, 1988.

Signed, Sealed and Delivered in the presence of:

CONSOLIDATED BANK, N.A., a National Banking Association

[Signature]
WITNESS

By: [Signature]
Alfonso Rosselli, Sr. Vice President

[Signature]
WITNESS

Attest: [Signature]
Virginia Novela, Assistant Cashier

STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this 14th day of March, 1988, before me, the undersigned authority, personally appeared Alfonso Rosselli and Virginia Novela to me known to be the persons who executed the foregoing instrument as Senior Vice President and Assistant Cashier, respectively, of CONSOLIDATED BANK, N.A., a National Banking Association, and each acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said Association, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said Association.

WITNESS MY HAND and official seal at Miami, said County and State on the date aforesaid.

[Signature]
NOTARY PUBLIC, at Large

My Commission Expires:

OFF
REC 13714 pg 2994

[SIGNATURES AND NOTARY PROVISION FOR MORE THAN 50%
OF MEMBERS OF KINGS CREEK VILLAGE ASSOCIATION]

0033 . 8h/9p

6

BLANKENBERG, BOLAÑOS, GRAYSON & SINGER, PROFESSIONAL ASSOCIATION
SUITE 700, LEONARDO BUILDING, 25 SOUTH BAY STREET AVENUE, MIAMI, FLORIDA 33101

1988 JUL 28 AM 10:27

88R272121

REF: 1376502387

SUPPLEMENT TO AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS CREEK VILLAGE ASSOCIATION

THIS SUPPLEMENT TO AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS CREEK VILLAGE ASSOCIATION made as of this 25 day of July, 1988.

WITNESSETH:

WHEREAS, a certain Amendment to Declaration of Covenants and Restrictions for Kings Creek Village was recorded on June 14, 1988 in Official Records Book 13714 at Page 2989, of the Public Records of Dade County, Florida (the "Amendment"); and

WHEREAS, it has come to the attention of the undersigned that the Exhibits referred to therein and intended to be attached thereto were not in fact attached to said Amendment due to inadvertence; and

WHEREAS, the property described as "Dadeland Park" in said Amendment has been platted, and certain developments have arisen with respect to the boundary wall or fence described in Paragraph 6 of the Amendment.

NOW THEREFORE, in consideration of the mutual premises herein contained, the undersigned parties do hereby ratify, acknowledge and confirm as follows:

1. Exhibits A, B, C, and D attached hereto are the Exhibits which are referred to in the Amendment and which were intended to be attached to said Amendment.

2. The plat of "Dadeland Park" which is specifically referred to in Paragraph 1 of the Amendment has been accepted and approved by Dade County, Florida, and is acknowledged to be the plat of Dadeland Park, according to the plat thereof, as recorded in Plat Book 114, at Page 14, of the Public Records of Dade County, Florida.

3. The Amendment to Declaration of Covenants and Restrictions for Kings Creek Village is in all other respects valid and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year shown hereinbelow.

Signed, Sealed and Delivered in the presence of:

[Signature]
[Signature]

T&R BUILDING CONSTRUCTION CORP., a Florida corporation

BY: *[Signature]*
ROBERTO RUIZ, President

Attest: *[Signature]*
IVIS TRELLES, Secretary

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit

BY: *[Signature]*
JUNE L. McVIECH, President

Attest: *[Signature]*
DAVID J. REYNOLDS, Secretary

STATE OF FLORIDA }
COUNTY OF DADE } ss.

I HEREBY CERTIFY, that on this 25 day of July, 1988, before me, the undersigned authority personally appeared

8700

REC: 1376582388

ROBERTO RUIZ, as President and LUIS TRELLES as Secretary of T&R BUILDING CONSTRUCTION CORP., a Florida corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.



[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 12, 1990
BONDED THRU GENERAL COS. INC.

STATE OF FLORIDA)
COUNTY OF DADE) SS

I HEREBY CERTIFY, that on this 15 day of July, 1988, before me, the undersigned authority personally appeared Roberto Ruiz and Luis Trelles, to me known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit, and each acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.



[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 12, 1990
BONDED THRU GENERAL COS. INC.

REC: 13765PC2389.

Tract 10, KINGS CREEK SUBDIVISION, according to the Plat thereof,
as recorded in Plat Book 93, at Page 22, of the Public Records of
Dade County, Florida.

18730

RECORDED
INDEXED

A

STANLEY, BOLANOR, CRAVON & SMITH, PROFESSIONAL ASSOCIATION
NORTH 700, INDIAN BUILDING, 25 NOVEMBER STREET AVENUE, MIAMI, FLORIDA 33111

REC. 13765902391

ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
KINGS CREEK VILLAGE ASSOCIATION, INC.
(A Florida Corporation not for profit)

1. Article IV of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety and the following is substituted in its stead:

(a) The Members shall consist of the property owners in Kings Creek Village and Dadeland Park, said property being described in Section (c) of this Article, and all such property owners shall be members of the Association. There shall be five (5) classes of members, as follows:

(1) Condominium members - All owners of residential condominium units in Kings Creek Village.

(2) Single Family Residence members - All owners of single family residence units in Kings Creek Village and in Dadeland Park.

(3) Townhouse members - All owners of townhouse units in Kings Creek Village.

(4) Shopping Center member - The owner of the shopping center unit in Kings Creek Village.

(5) Developer - The Babcock Company, its successors or assigns.

(b) "Developer", "owner", "unit", and any other defined terms used herein, and elsewhere in these Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions, as amended from time to time.

(c) Kings Creek Village consists of that portion of Section 34, Township 54 South, Range 40 East, lying south of the proposed Southwest 80th Street Expressway and North of Snapper Creek Canal, Dade County, Florida. Dadeland Park consists of that property legally described in Exhibit "A" attached hereto and made a part hereof, and pictorially described in Exhibit "B" attached hereto and made a part hereof. The legal description of Dadeland Park is subject to modification to conform to any approved and accepted plat of Dadeland Park as set forth in that certain Amendment to Declaration of Covenants and Restrictions of Kings Creek Village dated _____, 1988.

2. Article V of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

(a) Subject to the restrictions and limitations hereinafter set forth, each Member shall have voting rights for election to the Board of Directors of the Association as follows:

EXHIBIT C

TO ARTICLES OF INCORPORATION
BLANKENBACH, HOLLAND, GRAYSON & SINGH, PROFESSIONAL ASSOCIATION
SUITE 200, DORLAND BUILDING, 25 SOUTHWEST 80TH AVENUE, MIAMI, FLORIDA 33131

OFF. REC. 1376502392

- Condominium Members - One-half (1/2) vote per Unit.
- Single Family Residence Members Including the Single Family Residence owners of Dadoland Park - One (1) vote per Unit.
- Townhouse Members - One (1) vote per Unit.
- Shopping Center Member - Thirty-four and one half (34.50) votes.

(b) The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration of Covenants and Restriction for Kings Creek Village, as amended from time to time, and as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

3. Article VI, Section (c) is hereby amended to add the following sentence thereto at the end of such Section:

The Owners of single family residence Units in Dadoland Park shall vote for and be represented by the single Director for the Single Family Residence class of Members, as described in this Article VI, Section (a) above.

4. Article X of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

These Articles may be altered, amended or repealed by Resolution of a majority of the Board of Directors. It is acknowledged that the "Developer" as defined in the Declaration of Covenants and Restrictions of Kings Creek Village and in the Articles of Incorporation of this corporation no longer has any interest in the property which is defined as Kings Creek Village. No amendment or modification affecting or relating to the matters described in Articles IV or VI hereof which adversely affects T&R Building Construction Corp., a Florida corporation ("T&R") shall be effective without the prior written consent of T&R, which consent may not be unreasonably withheld, so long as T&R is the owner of any property or Unit in Dadoland Park. Without in any way limiting T&R's rights hereunder, it shall be deemed reasonable for T&R to withhold consent to any such amendments which single out Dadoland Park or T&R for unequal treatment, or which disproportionately decrease the membership rights of Dadoland Park or other single family residence Units in Kings Creek Village or the number of directors on the Board of Directors of Kings Creek Village Association, Inc. who represent the Dadoland Park property or the single family residence Units in Kings Creek Village. "T&R" shall also mean and refer to any successors or assigns of T&R if any such successor or assign acquires any undeveloped portion of Dadoland Park from T&R for the purpose of development and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadoland Park. However, in it acknowledged that any mortgage of all or any portion of the Dadoland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgage as a successor or assign of T&R, in the event such mortgage acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

OFF. REC. 13765M2393

5. The foregoing Articles of Amendment were adopted on _____, 1988.

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit

By: _____, President

By: _____, Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this ___ day of _____, 1988, before me, the undersigned authority, personally appeared _____ and _____ to me known to be the President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, who executed the foregoing Articles of Amendment and acknowledged the execution of same for the purposes and uses therein expressed on behalf of said corporation and with full and due corporate authority.

WITNESS my hand and official seal at Miami, said County and State on the date aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires: _____

00314.SA/10P

REF: 13765M2394

Tract 10, KINGS CREEK SUBDIVISION, according to the Plat thereof,
as recorded in Plat Book 93, at Page 22, of the Public Records of
Dade County, Florida.

EXHIBIT A

TO ARTICLES OF AMENDMENT

mp730

BLANCHARD, HOLLAND, CHAYRON & SINDRE, PROFESSIONAL ASSOCIATION
SUITE 200, DORLAND BUILDING, 95 SOUTH EAST SEVENTH AVENUE, MIAMI, FLORIDA 33133

REC: 13765M2395

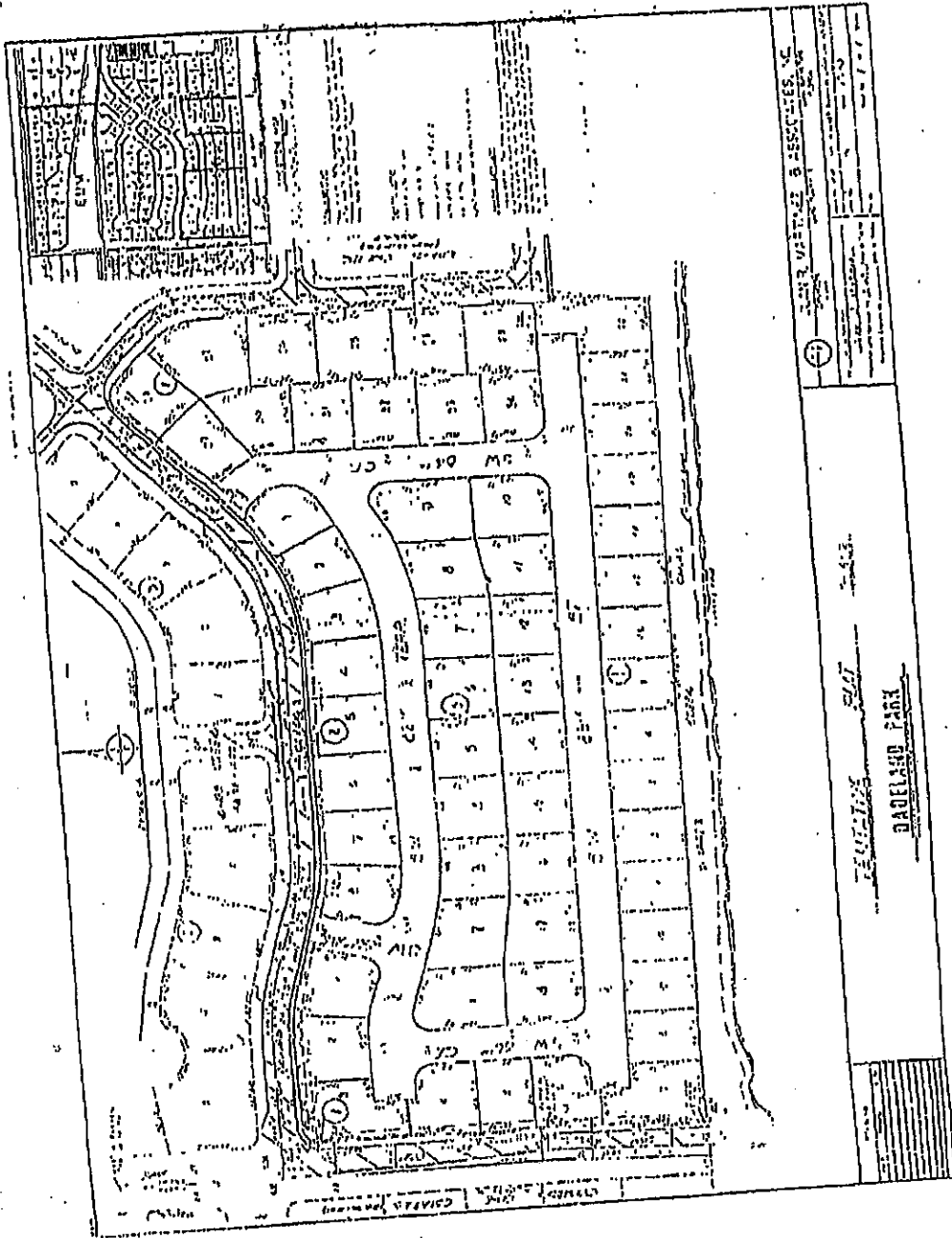


EXHIBIT B
 TO ARTICLES OF INCORPORATION

REF: 1376502396

EXHIBIT D

IN ARTICLES OF ASSOCIATION

AMENDMENT TO BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit, are hereby amended as follows:

1. The following paragraphs are hereby added at the end of Article IX of the By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit:

7. In connection with the addition of the "Dadeland Park" property to the property which is subject to the Declaration of Covenants and Restrictions of Kings Creek Village (the "Declaration"), it is acknowledged that the Association, by and through its Board of Directors, has approved the exterior elevations of single family residence Units which may be constructed by T&R BUILDING CONSTRUCTION CORP., a Florida corporation ("T&R") on the "Restricted Lots" (as defined in the Declaration Covenants and Restrictions of Dadeland Park dated _____, 1988), and copies of the plans for the proposed exterior elevations which have been approved are attached hereto as Composite Exhibit "A". Provided that the actual exterior elevations of single family residence Units to be constructed on said Restricted Lots are actually built in substantial conformity with the elevation plans attached as Composite Exhibit "A", no further approval of the Board of Directors or of the Maintenance or Architectural Control Committees shall be required prior to construction of said single family residence Units upon the Dadeland Park property (as defined in the Amendment to Declaration of Covenants and Restrictions for Kings Creek Village dated _____, 1988) by T&R, provided, however, that:

(a) Material modifications to such elevations shall require approval of the Architectural Control Committee as set forth in the By-Laws and in the rules and regulations of the Association; and

(b) T&R shall construct a fence along only the North boundary line of the Dadeland Park property as it adjoins or is contiguous to Kings Creek Drive, said fence to consist of substantially similar materials and color and to be of a similar height as the fence currently located along the South boundary line of Kings Creek Village on Kings Creek Drive. T&R shall not be required to provide landscaping around such fence. Said fence shall be located as close to Kings Creek Drive as is reasonably possible, subject to applicable set back restrictions, existing utility easements of record, and the requirements of governmental authorities having jurisdiction thereof. After completion of construction of said fence by T&R, the fence shall become a part of the common areas of Kings Creek Village and shall be maintained by the Association; and

(c) Two access drives for ingress and egress to the Dadeland Park property from Kings Creek Drive shall be constructed by T&R substantially as shown in Exhibit "B" attached hereto. There shall be no direct exit to Estancia Drive from the Dadeland Park property; and

REC. 1376502397

(d) Except for the Restricted Lots, only after a certificate of occupancy has been issued with respect to any individual single family residence Unit in Dadeland Park, shall such Unit be governed by the provisions of Article VII of the Declaration. Thus, no architectural control shall be imposed upon Dadeland Park (except for the elevations of the Restricted Lots as set forth above) until a certificate of occupancy has been issued as to such Unit.

2. Notwithstanding any terms or provisions set forth in the Declaration or in these By-Laws to the contrary, it is acknowledged that the Dadeland Park property shall become subject to assessments of the Association only upon and as: and when individual single family residence Units are conveyed by T&R to third party purchasers of such Units upon which single family residences have been constructed. As and when individual lots upon which such single family residence Units have been constructed are conveyed to third party purchasers or occupied by third parties (exclusive of model units), the Association assessments shall commence to accrue on the first (1st) day of the month following conveyance or occupancy with respect to such individual Unit, but not with respect to any other lots or Units which have not been so conveyed or occupied, and in conjunction with each such conveyance or occupancy, T&R or the purchaser or lessee shall be required to make a capital contribution in the amount of \$200.00 to the Association (such capital contribution shall be required only once for each Unit so conveyed or occupied). It is understood that conveyance of a constructed single family residence Unit(s) to any mortgagee of all or any portion of the Dadeland Park property from T&R as a result of foreclosure of such mortgage or by virtue of deed in lieu of foreclosure shall not constitute a conveyance or occupancy of such Unit(s) for purposes of triggering the capital contribution requirement or commencement of assessments under this Paragraph 2.

3. No amendment to these By-Laws adversely affecting T&R shall be effective without the advance written consent of T&R, which consent shall not be unreasonably withheld. It shall automatically be deemed reasonable for T&R to withhold its consent to any such amendment which purports to: increase the capital contribution of Two Hundred Dollars (\$200.00) per single family residence Unit; accelerate the time at which assessments of Dadeland Park property commence to accrue and be due and payable; increase the architectural control of the Dadeland Park property by the Association prior to issuance of certificates of occupancy for the respective single family residence Units beyond the limits set forth in Paragraph 7 above; require construction or maintenance of a boundary wall in connection with the Dadeland Park property beyond the parameters set forth in Paragraph 7(b) above; or otherwise to single out the Dadeland Park property or T&R for unequal treatment or to disproportionately change the voting interests, membership rights or representation of or assessments against the Dadeland Park property or other single family residence Units in the Association. For the purposes of the foregoing matters, "T&R" shall also be deemed to mean and refer to its successors or assigns, if any such successor or assign acquires all or any part of the undeveloped portion of Dadeland Park for development purposes, and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, it is acknowledged that any mortgagee of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without need for any specific designation of such mortgagee as a successor or assign of T&R, in the event such mortgagee acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

OFF. REC. 1376572398

4. The foregoing amendments to the By-Laws of the Kings Creek Village Association, Inc., a Florida corporation not for profit, were adopted on _____, 1988.

PRESIDENT

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1988, before me, the undersigned authority, personally appeared _____ and _____, as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida not for profit corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.

Notary Public, State of Florida
at Large

My Commission Expires:

0035.SH/11P

REC: 1376512399

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

MODEL A

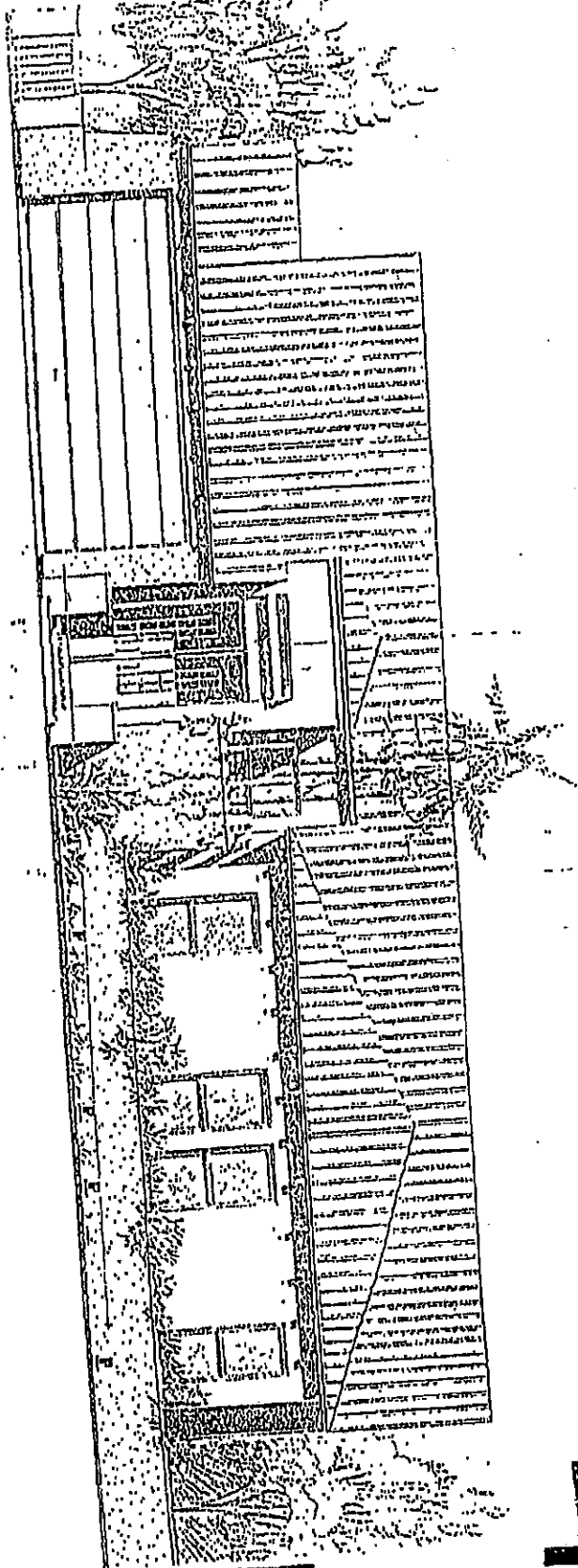
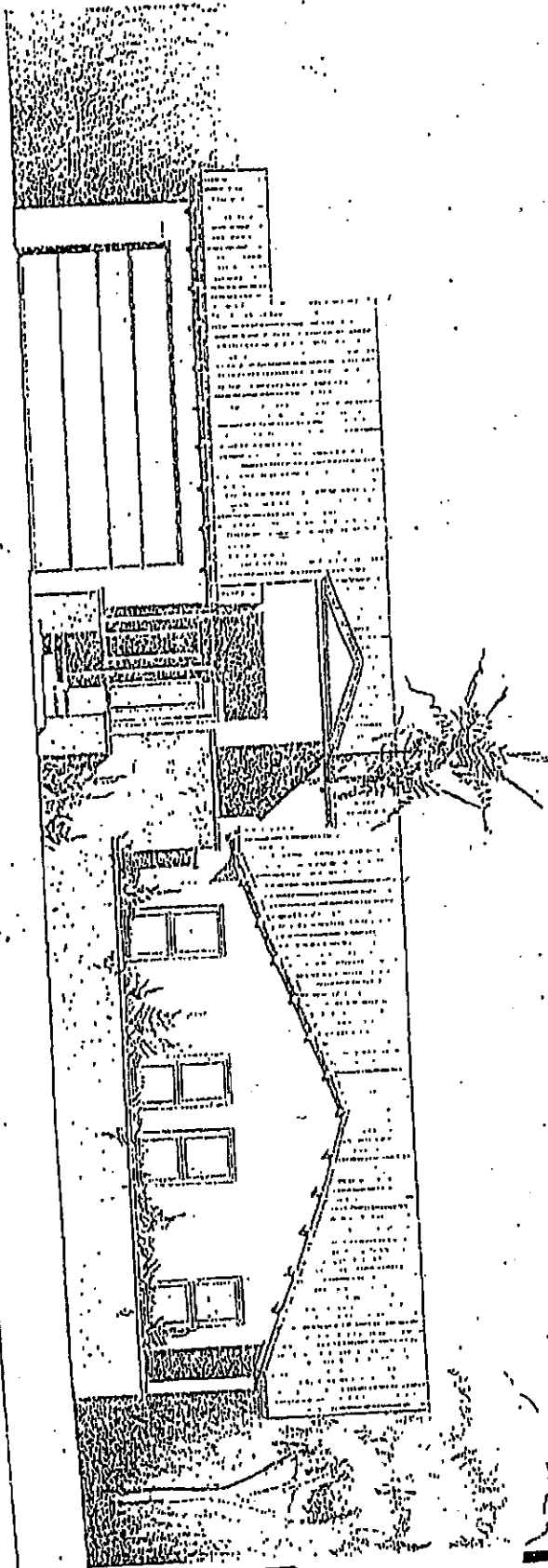


EXHIBIT A

THIS DOCUMENT TO BE KEPT

REC: 13765102400

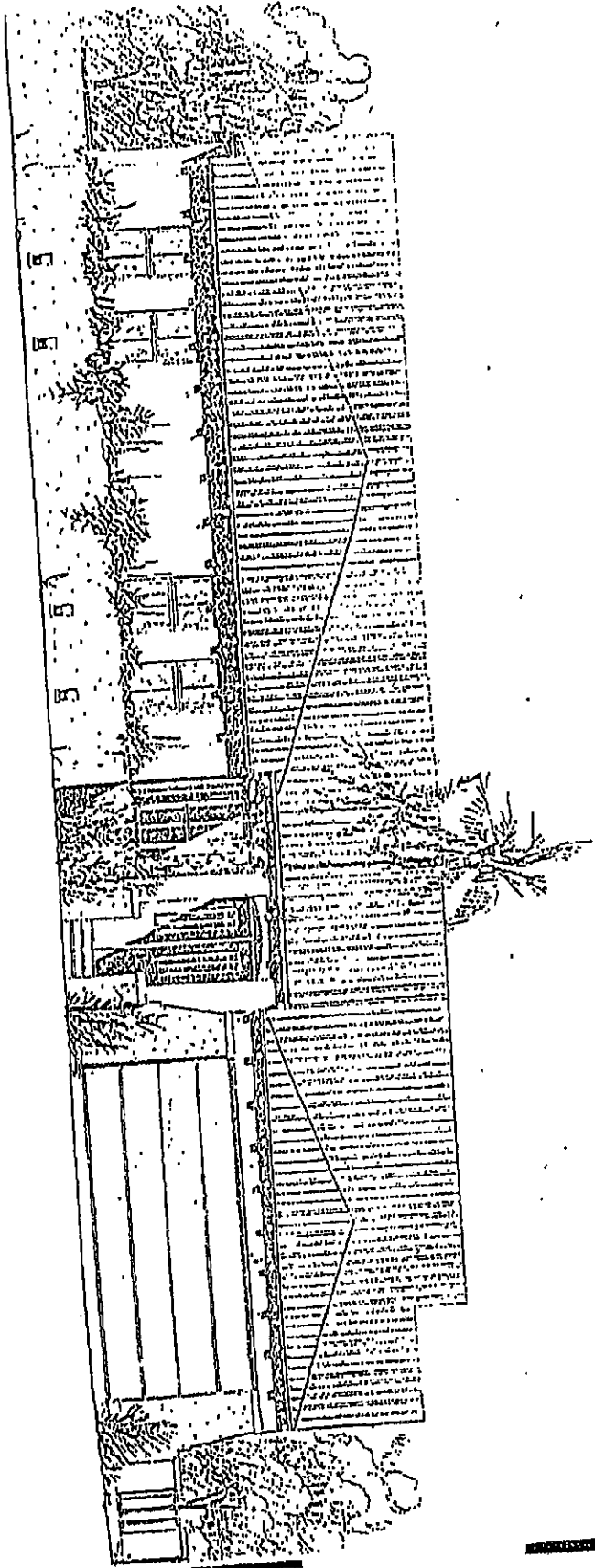
MODEL A-1



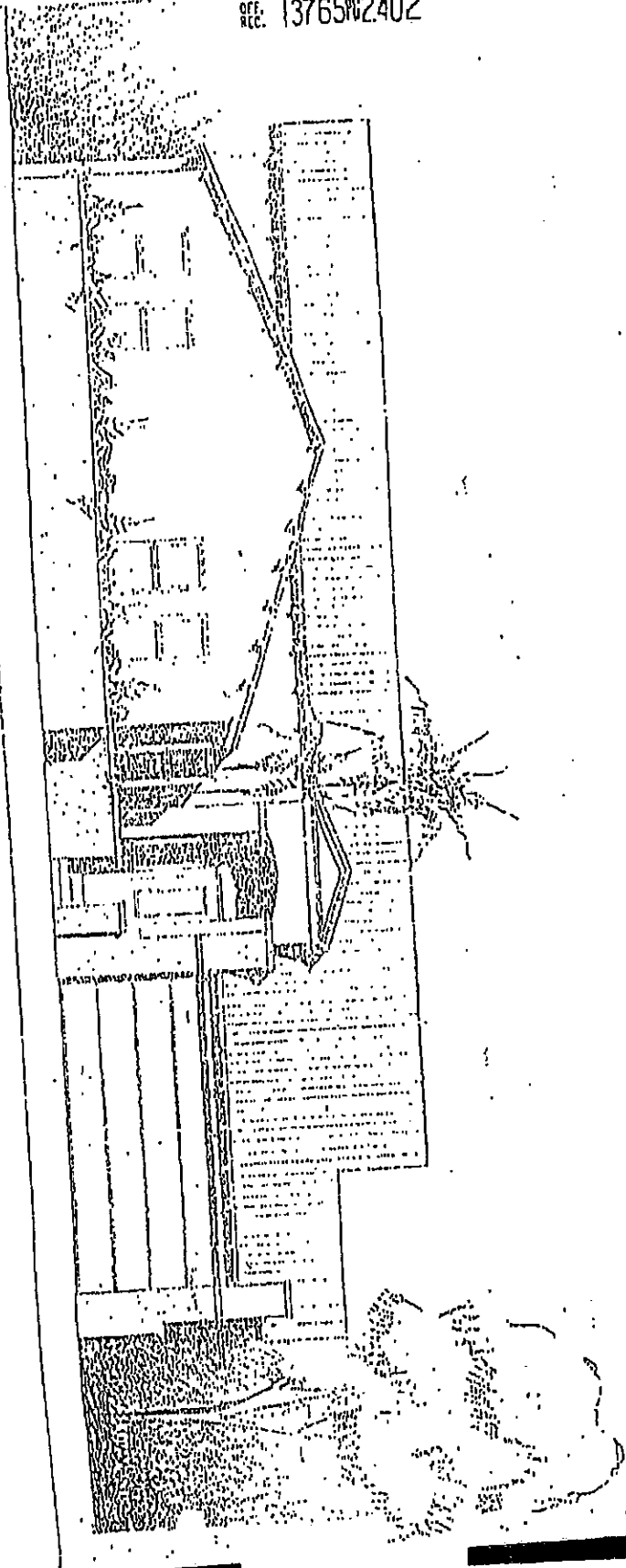
REC: 1376502401

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

MODEL B



REF: 1376592402

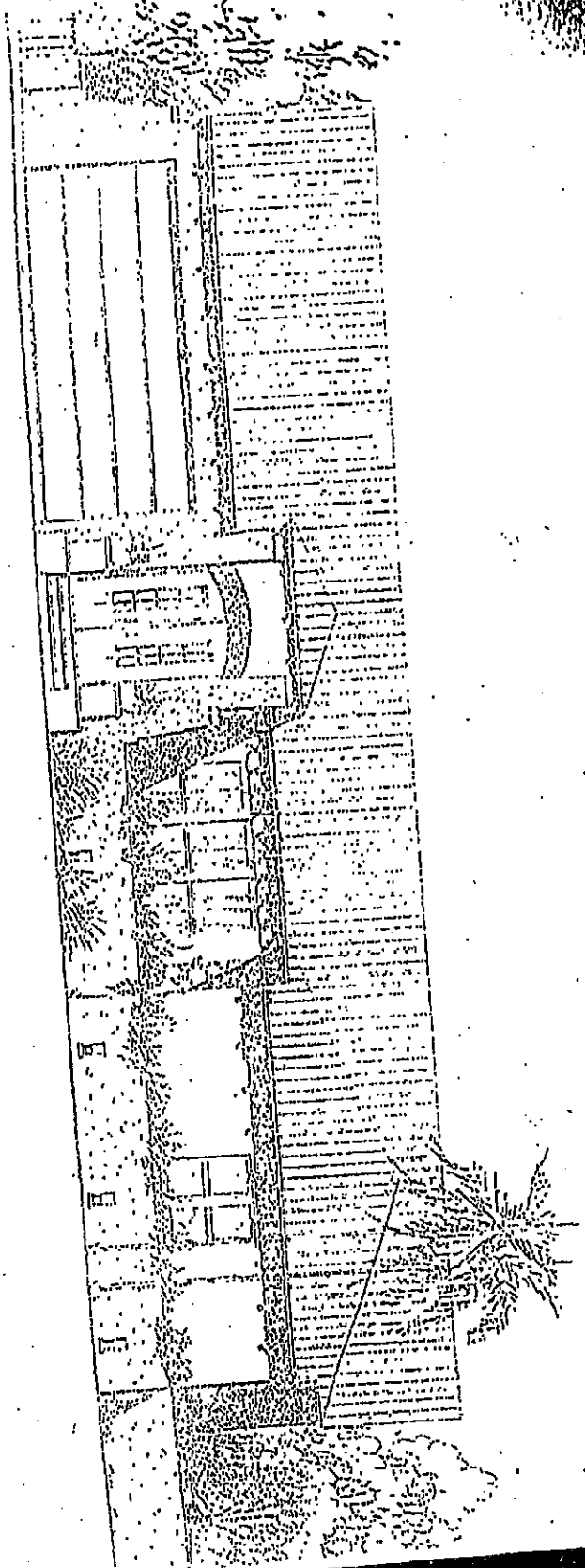


MODEL B-1

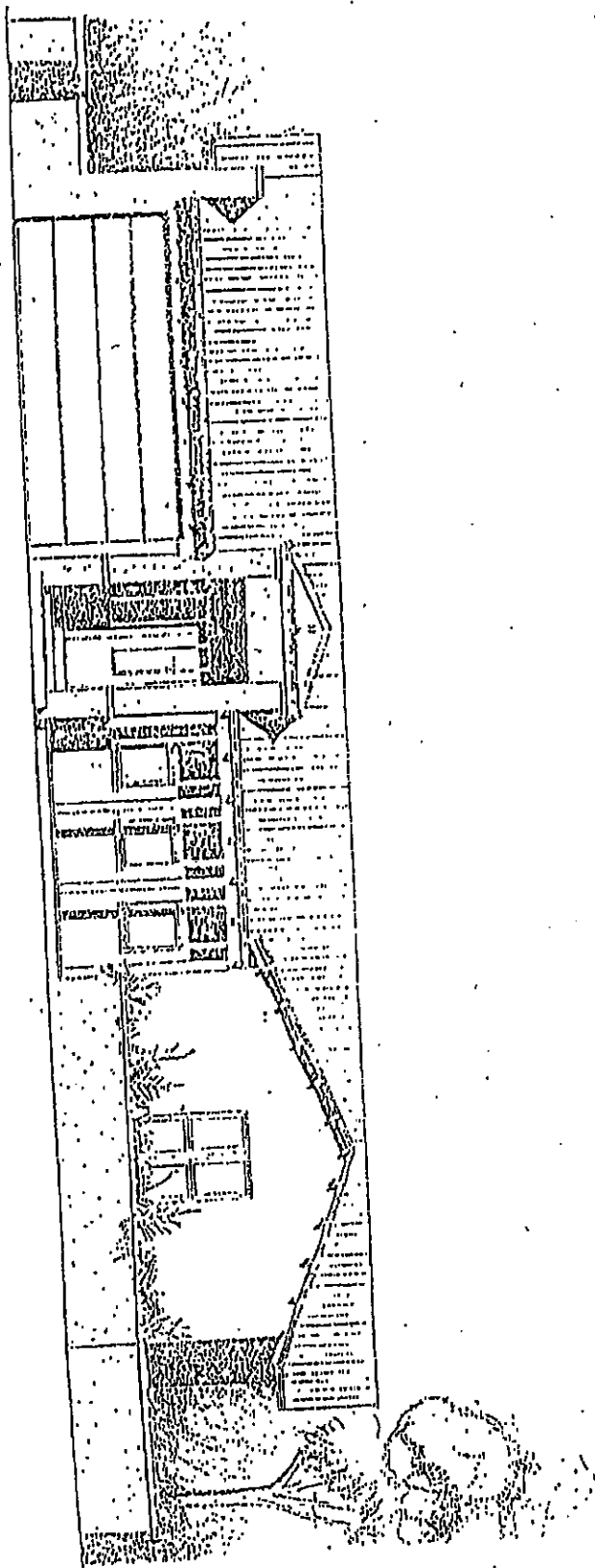
REC: 1376502403

FRONT ELEVATION
SCALE 1/8" = 1'-0"

MODEL C

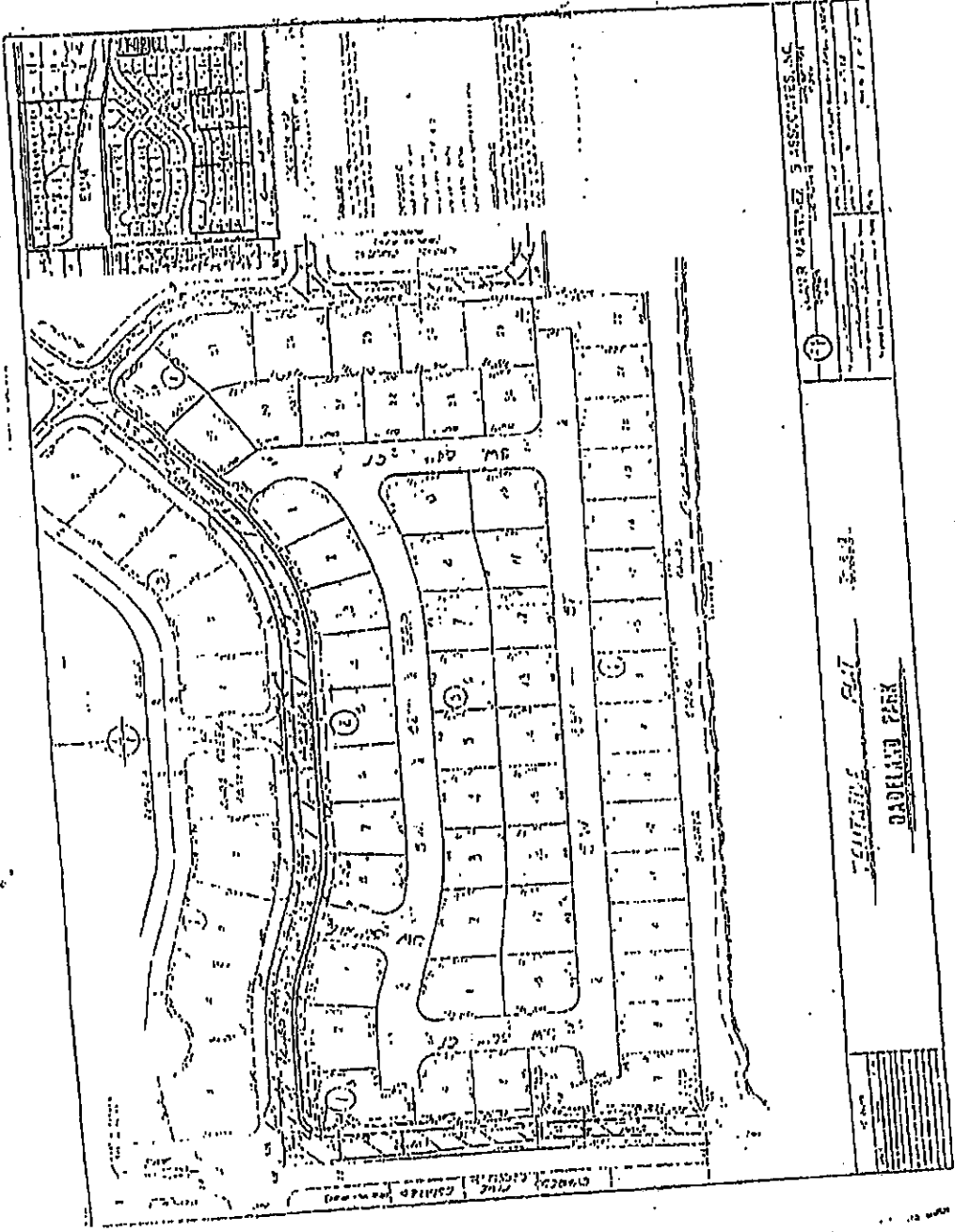


REF: 13765PC2404



MODEL C-1

REC: 1376502405



PLANNING	APPROVED
ENGINEER	DATE
PROJECT	NO.
OWNER	ADDRESS
SCALE	DATE
REVISIONS	DATE
BY	DATE
CHECKED	DATE
DATE	DATE

DADELAND PARK

REGISTERED PROFESSIONAL ENGINEER
STATE OF NORTH CAROLINA

EXHIBIT B
TO PARAGRAPH 10 BYLAW

1988 SEP -8 PM 3:52

88R327732

REC. 1381670.601

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of Kings Creek Village Association, Inc., a Florida corporation not-for-profit, established in accordance with the Declaration of Covenants and Restrictions for Kings Creek Village dated November 15, 1971, recorded in Official Records Book 7475, at Page 59, of the Public Records of Dade County, Florida, hereby certify that the attached Articles of Amendment of the Articles of Incorporation of Kings Creek Village Association, Inc. and Amendment to By-Laws of Kings Creek Village Association, Inc. have been duly adopted by the Board of Directors of the Association on July 11, 1988.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the corporate seal of office this 2nd day of September, 1988.

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit

By: June L. McVeigh
JUNE L. McVEIGH, President
By: David J. Reynolds
DAVID J. REYNOLDS, Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

BEFORE ME, the undersigned authority, this day personally appeared June L. McVeigh, President and David J. Reynolds, Secretary of Kings Creek Village Association, Inc., a Florida corporation not-for-profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and on behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 2 day of September, 1988.

Edward C. Lytle
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 12, 1990
BORDERED THRU GENERAL REG. DIV.

This instrument prepared by:
MARC A. KUPERMAN, Esquire
1320 South Dixie Highway
Suite 900
Coral Gables, FL 33146

73.50

REF: 13816PC 602.

ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
KINGS CREEK VILLAGE ASSOCIATION, INC.
(a Florida corporation not for profit)

1. Article IV of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety and the following is substituted in its stead:

(a) The Members shall consist of the property owners in Kings Creek Village and Dadeland Park, said property being described in Section (c) of this Article, and all such property owners shall be members of the Association. There shall be five (5) classes of members, as follows:

(1) Condominium members - All Owners of residential condominium Units in Kings Creek Village.

(2) Single Family Residence members - All Owners of single family residence Units in Kings Creek Village and in Dadeland Park.

(3) Townhouse members - All Owners of townhouse Units in Kings Creek Village.

(4) Shopping Center member - The Owner of the shopping center Unit in Kings Creek Village.

(5) Developer - The Babcock Company, its successors or assigns.

(b) "Developer", "Owner", "Unit", and any other defined terms used herein, and elsewhere in these Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions, as amended from time to time.

(c) Kings Creek Village consists of that portion of Section 34, Township 54 South, Range 40 East, lying South of the proposed Southwest 80th Street Expressway and North of Snapper Creek Canal, Dade County, Florida. Dadeland Park consists of that property legally described in Exhibit "A" attached hereto and made a part hereof, and pictorially described in Exhibit "B" attached hereto and made a part hereof. The legal description of Dadeland Park is subject to modification to conform to any approved and accepted plat of Dadeland Park as set forth in that certain Amendment to Declaration of Covenants and Restrictions of Kings Creek Village dated June 10, 1988.

2. Article V of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

(a) Subject to the restrictions and limitations hereinafter set forth, each Member shall have voting rights for election to the Board of Directors of the Association as follows:

REC. 1381690 603

- Condominium Members - One-half (1/2) vote per Unit.
- Single Family Residence Members including the Single Family Residence owners of Dadeland Park - One (1) vote per Unit.
- Townhouse Members - One (1) vote per Unit.
- Shopping Center Member - Thirty-four and one half (34.50) votes.

(b) The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration of Covenants and Restriction for Kings Creek Village, as amended from time to time, and as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

3. Article VI, Section (c) is hereby amended to add the following sentence thereto at the end of such Section:

The Owners of single family residence Units in Dadeland Park shall vote for and be represented by the single Director for the Single Family Residence class of Members, as described in this Article VI, Section (a) above.

4. Article X of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

These Articles may be altered, amended or repealed by Resolution of a majority of the Board of Directors. It is acknowledged that the "Developer" as defined in the Declaration of Covenants and Restrictions of Kings Creek Village and in the Articles of Incorporation of this corporation no longer has any interest in the property which is defined as Kings Creek Village. No amendment or modification affecting or relating to the matters described in Articles IV or VI hereof which adversely affects T&R Building Construction Corp., a Florida corporation ("T&R") shall be effective without the prior written consent of T&R, which consent may not be unreasonably withheld, so long as T&R is the owner of any property or Unit in Dadeland Park. Without in any way limiting T&R's rights hereunder, it shall be deemed reasonable for T&R to withhold consent to any such amendments which single out Dadeland Park or T&R for unequal treatment, or which disproportionately decrease the membership rights of Dadeland Park or other single family residence Units in Kings Creek Village or the number of directors on the Board of Directors of Kings Creek Village Association, Inc. who represent the Dadeland Park property or the single family residence Units in Kings Creek Village. "T&R" shall also mean and refer to any successors or assigns of T&R if any such successor or assign acquires any undeveloped portion of Dadeland Park from T&R for the purpose of development and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, as it is acknowledged that any mortgage of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgage as a successor or assign of T&R, in the event such mortgage acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

REC: 1381670 604

5. The foregoing Articles of Amendment were adopted on July 11, 1988.

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit

By: Jane L. McVeigh, President

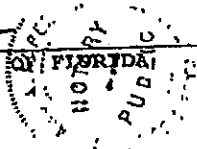
By: David S. Reynolds, Secretary

STATE OF FLORIDA }
COUNTY OF DADE } SS:

I HEREBY CERTIFY that on this 11 day of July, 1988, before me, the undersigned authority, personally appeared Jane L. McVeigh and David S. Reynolds, to me known to be the President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, who executed the foregoing Articles of Amendment and acknowledged the execution of same for the purposes and uses therein expressed on behalf of said corporation and with full and due corporate authority.

WITNESS my hand and official seal at Miami, said County and State on the date aforesaid.

Alma A. Kappman
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



My Commission Expires:
I am a Notary Public, State of Florida At Large
My Commission Expires Mar. 22, 1991
Bonded thru Maynard Bonding Agency

00314.SA/10P

REC: 1381670 605

Tract 10, KINGS CREEK SUBDIVISION, according to the Plat thereof,
as recorded in Plat Book 93, at Page 22, of the Public Records of
Dade County, Florida.

EXHIBIT A

TO ARTICLES OF ASSOCIATION

mp730

BLANCHETT, HOLAND, GRAYSON & HINDLE, PROFESSIONAL ASSOCIATION
SUITE 700, INDIAN BOND, 24 BUSINESS CENTER AVENUE, MIAMI, FLORIDA 33134

REF: 1381670 606

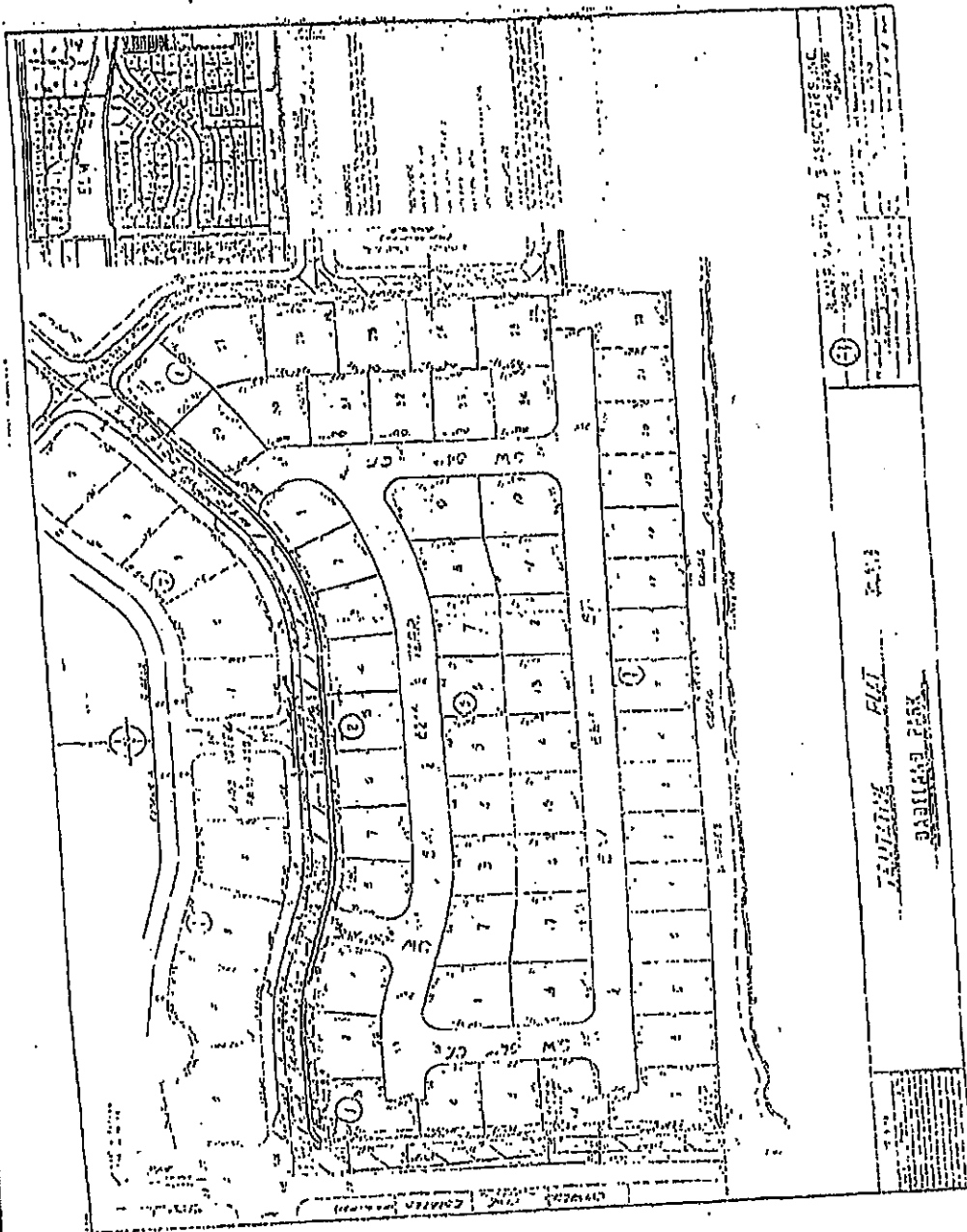


EXHIBIT B

TO OFFICE OF APPROVAL

REC. 138167 607

AMENDMENT TO BY-LAWS
OF
KINGS CREEK VILLAGE ASSOCIATION, INC.

The By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit, are hereby amended as follows:

1. The following paragraphs are hereby added at the end of Article IX of the By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit:

7. In connection with the addition of the "Dadeland Park" property to the property which is subject to the Declaration of Covenants and Restrictions of Kings Creek Village (the "Declaration"), it is acknowledged that the Association, by and through its Board of Directors, has approved the exterior elevations of single family residence Units which may be constructed by T&R BUILDING CONSTRUCTION CORP., a Florida corporation ("T&R") on the "Restricted Lots" (as defined in the Declaration Covenants and Restrictions of Dadeland Park dated March 21, 1988), and copies of the plans for the proposed exterior elevations which have been approved are attached hereto as Composite Exhibit "A". Provided that the actual exterior elevations of single family residence Units to be constructed on said Restricted Lots are actually built in substantial conformity with the elevation plans attached as Composite Exhibit "A", no further approval of the Board of Directors or of the Maintenance or Architectural Control Committees shall be required prior to construction of said single family residence Units upon the Dadeland Park property (as defined in the Amendment to Declaration of Covenants and Restrictions for Kings Creek Village dated June 10, 1988) by T&R, provided, however, that:

(a) Material modifications to such elevations shall require approval of the Architectural Control Committee as set forth in the By-Laws and in the rules and regulations of the Association; and

(b) T&R shall construct a fence along only the North boundary line of the Dadeland Park property as it adjoins or is contiguous to Kings Creek Drive, said fence to consist of substantially similar materials and color and to be of a similar height as the fence currently located along the South boundary line of Kings Creek Village on Kings Creek Drive. T&R shall not be required to provide landscaping around such fence. Said fence shall be located as close to Kings Creek Drive as is reasonably possible, subject to applicable set back restrictions, existing utility easements of record, and the requirements of governmental authorities having jurisdiction thereof. After completion of construction of said fence by T&R, the fence shall become a part of the common areas of Kings Creek Village and shall be maintained by the Association; and

(c) Two access drives for ingress and egress to the Dadeland Park property from Kings Creek Drive shall be constructed by T&R substantially as shown in Exhibit "B" attached hereto. There shall be no direct exit to Estancia Drive from the Dadeland Park property; and

4650

(d) Except for the Restricted Lots, only after a certificate of occupancy has been issued with respect to any individual single family residence Unit in Dadeland Park, shall such Unit be governed by the provisions of Article VII of the Declaration. Thus, no architectural control shall be imposed upon Dadeland Park (except for the elevations of the Restricted Lots as set forth above) until a certificate of occupancy has been issued as to such Unit.

2. Notwithstanding any terms or provisions set forth in the Declaration or in these By-Laws to the contrary, it is acknowledged that the Dadeland Park property shall become subject to assessments of the Association only upon and as and when individual single family residence Units are conveyed by T&R to third party purchasers of such Units upon which single family residences have been constructed. As and when individual lots upon which such single family residence Units have been constructed are conveyed to third party purchasers or occupied by third parties (exclusive of model units), the Association assessments shall commence to accrue on the first (1st) day of the month following conveyance or occupancy with respect to such individual Unit, but not with respect to any other lots or Units which have not been so conveyed or occupied, and in conjunction with each such conveyance or occupancy, T&R or the purchaser or lessee shall be required to make a capital contribution in the amount of \$200.00 to the Association (such capital contribution shall be required only once for each Unit so conveyed or occupied). It is understood that conveyance of a constructed single family residence Unit(s) to any mortgagee of all or any portion of the Dadeland Park property from T&R as a result of foreclosure of such mortgage or by virtue of deed in lieu of foreclosure shall not constitute a conveyance or occupancy of such Unit(s) for purposes of triggering the capital contribution requirement or commencement of assessments under this Paragraph 2.

3. No amendment to these By-Laws adversely affecting T&R shall be effective without the advance written consent of T&R, which consent shall not be unreasonably withheld. It shall automatically be deemed reasonable for T&R to withhold its consent to any such amendment which purports to: increase the capital contribution of Two Hundred Dollars (\$200.00) per single family residence Unit; accelerate the time at which assessments of Dadeland Park property commence to accrue and be due and payable; increase the architectural control of the Dadeland Park property by the Association prior to issuance of certificates of occupancy for the respective single family residence Units beyond the limits set forth in Paragraph 7 above; require construction or maintenance of a boundary wall in connection with the Dadeland Park property beyond the parameters set forth in Paragraph 7(b) above; or otherwise to single out the Dadeland Park property or T&R for unequal treatment or to disproportionately change the voting interests, membership rights or representation of or assessments against the Dadeland Park property or other single family residence Units in the Association. For the purposes of the foregoing matters, "T&R" shall also be deemed to mean and refer to its successors or assigns, if any such successor or assign acquires all or any part of the undeveloped portion of Dadeland Park for development purposes, and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, it is acknowledged that any mortgagee of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgagee as a successor or assign of T&R, in the event such mortgagee acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

REC: 1381670 609

4. The foregoing amendments to the By-Laws of the Kings Creek Village Association, Inc., a Florida corporation not for profit, were adopted on July 11, 1988.

June L. McHugh
PRESIDENT

David J. Reynolds
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 11th day of July, 1988, before me, the undersigned authority, personally appeared June L. McHugh and David J. Reynolds, as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida not for profit corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said county and state.

William H. Reynolds
Notary Public, State of Florida
at Large

My Commission Expires:
in the State of Florida At Large
My Commission Expires Mar. 22, 1991
Bonded thru Maynard Bonding Agency

0035.SH/11p

REF: 138160 610

FRONT ELEVATION =
SCALE: 1/2" = 1'-0"

MODEL A

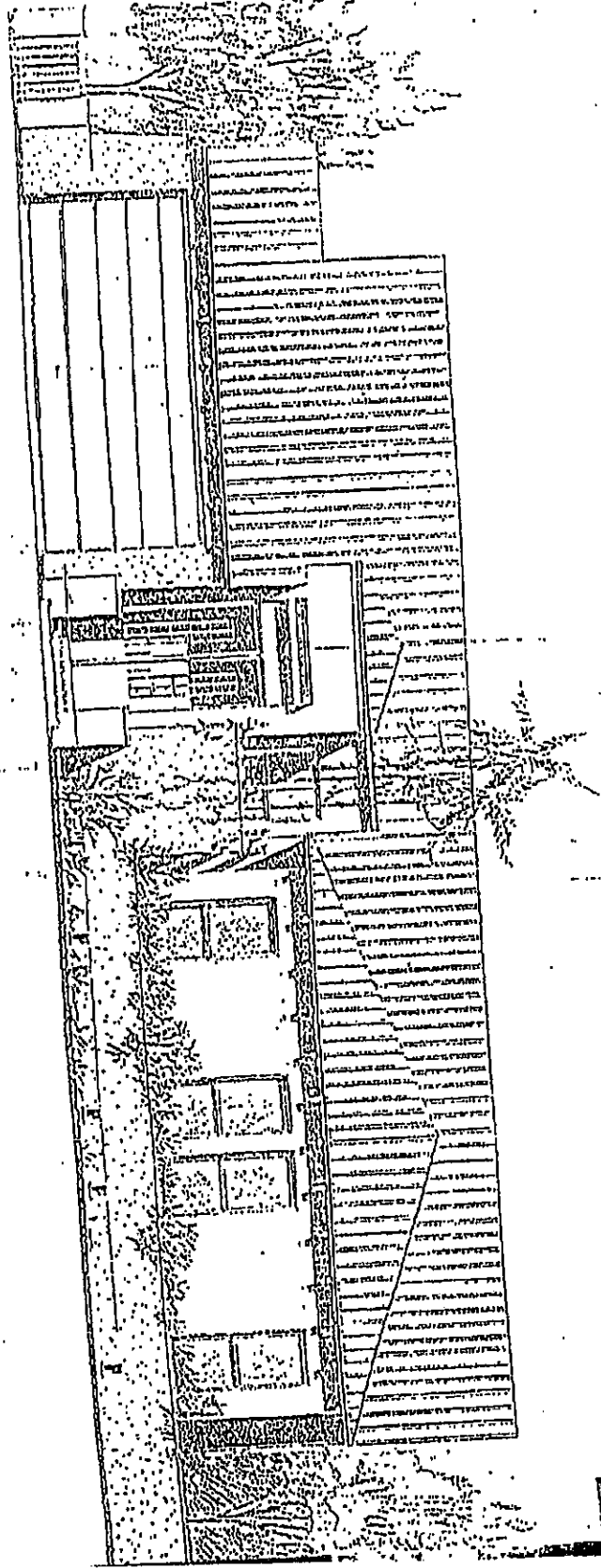
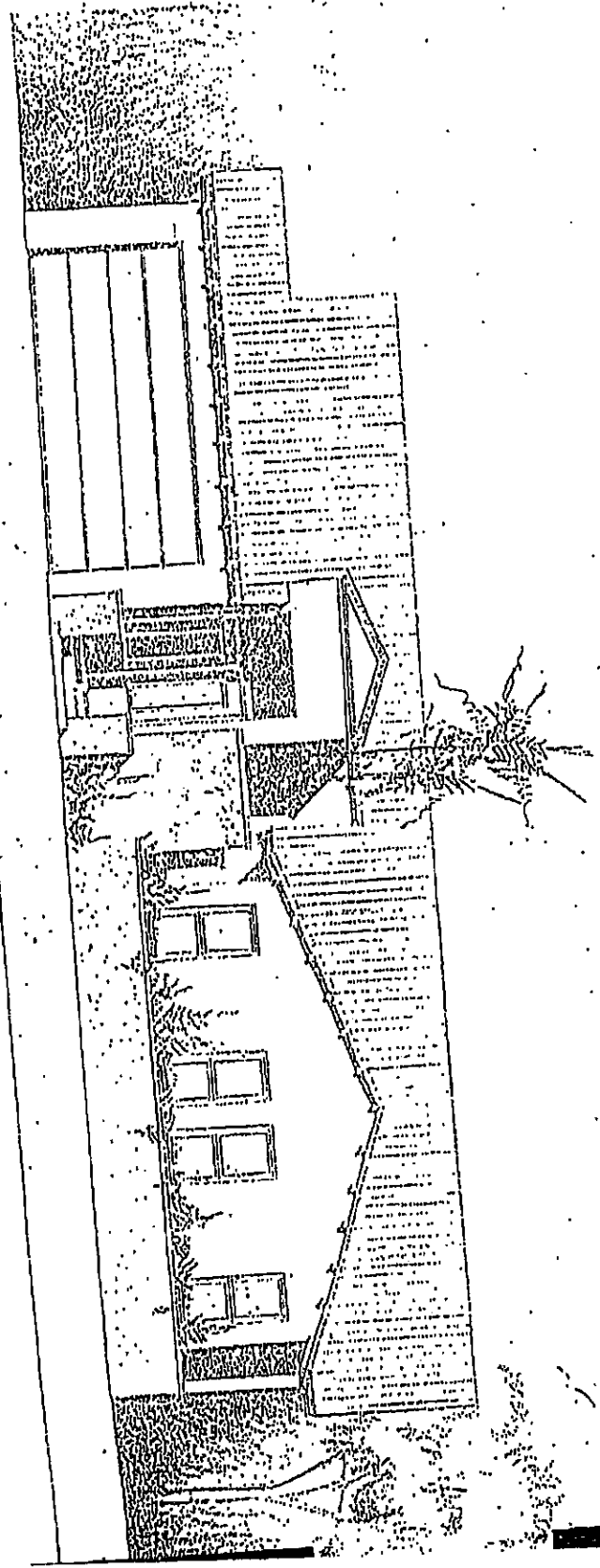


EXHIBIT A

REF: 138160 611

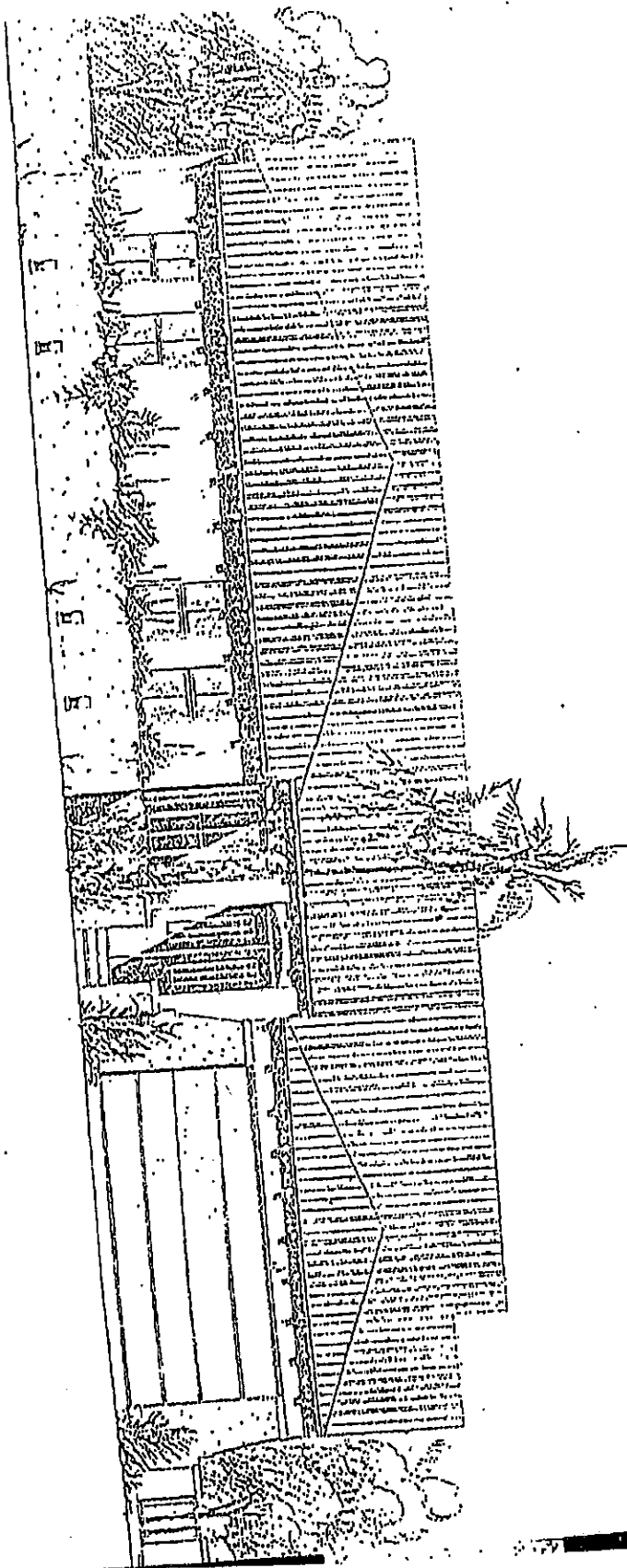
MODEL A-1



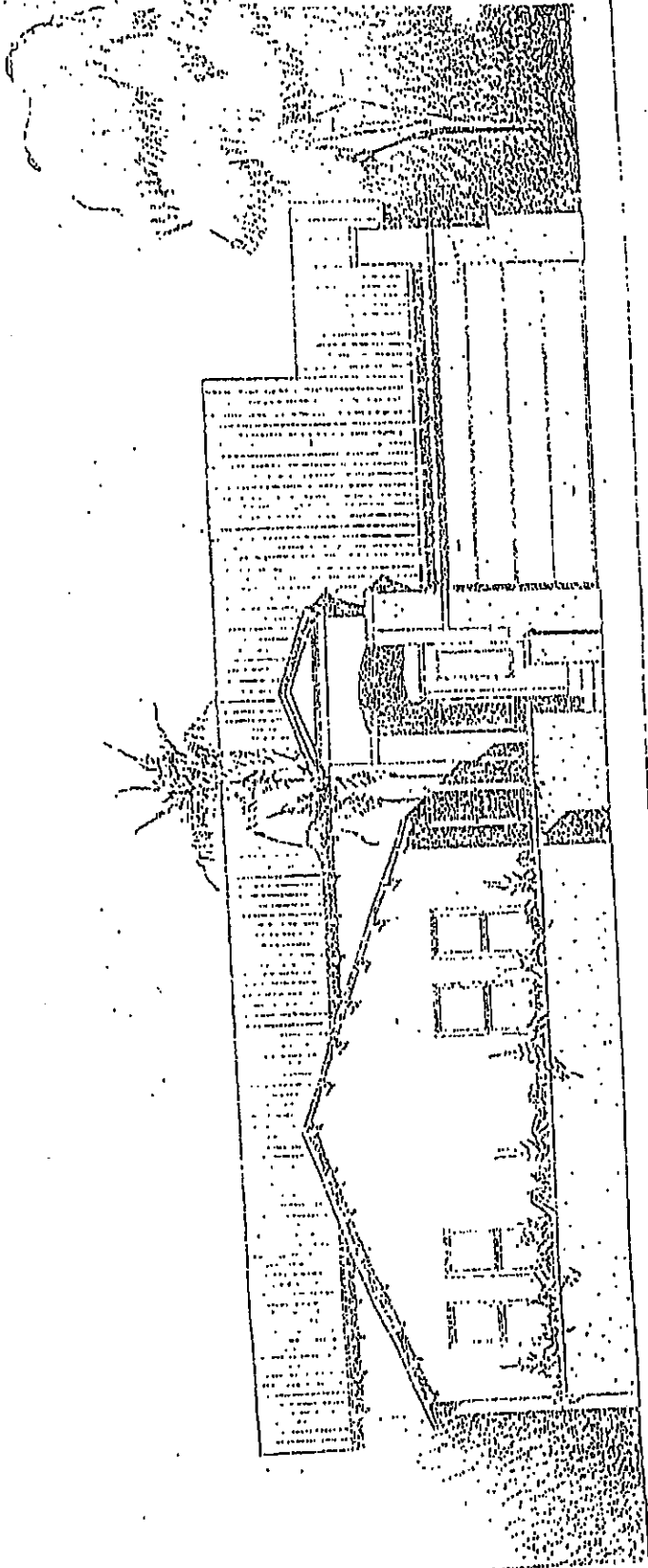
REF: 1381670 612

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

MODEL B

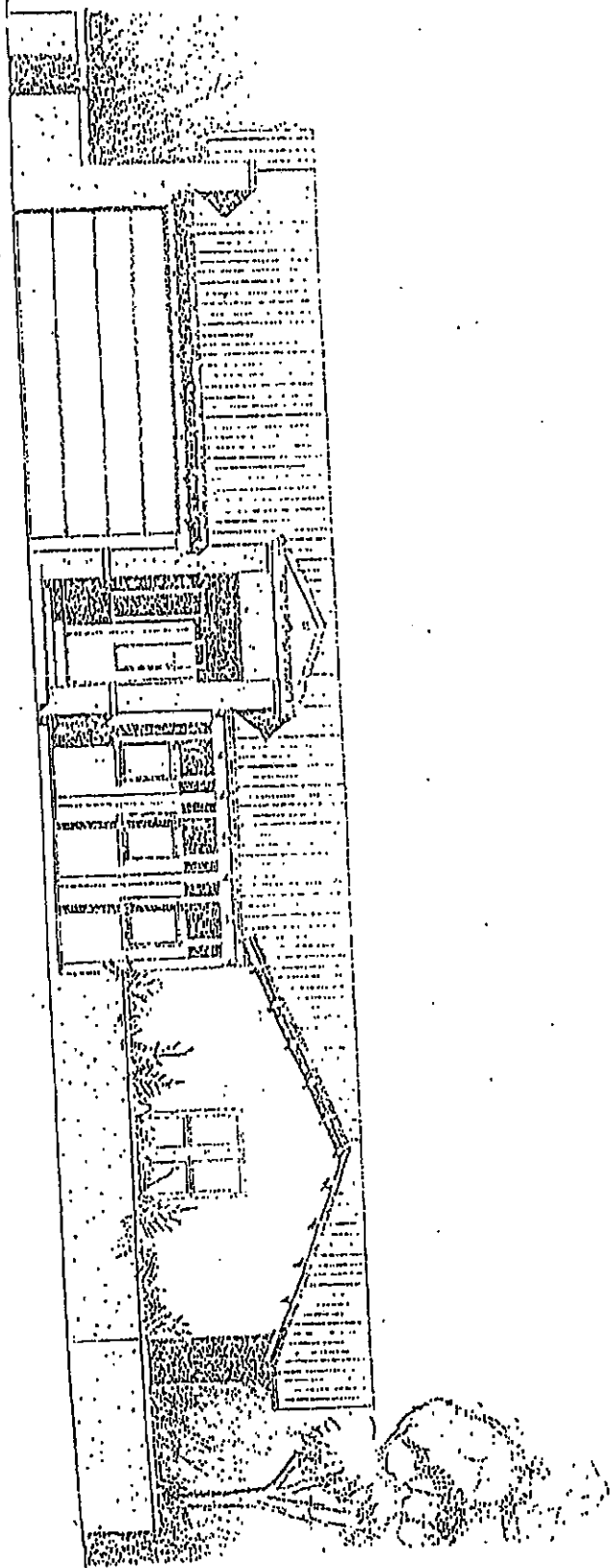


REF: 138160. 613



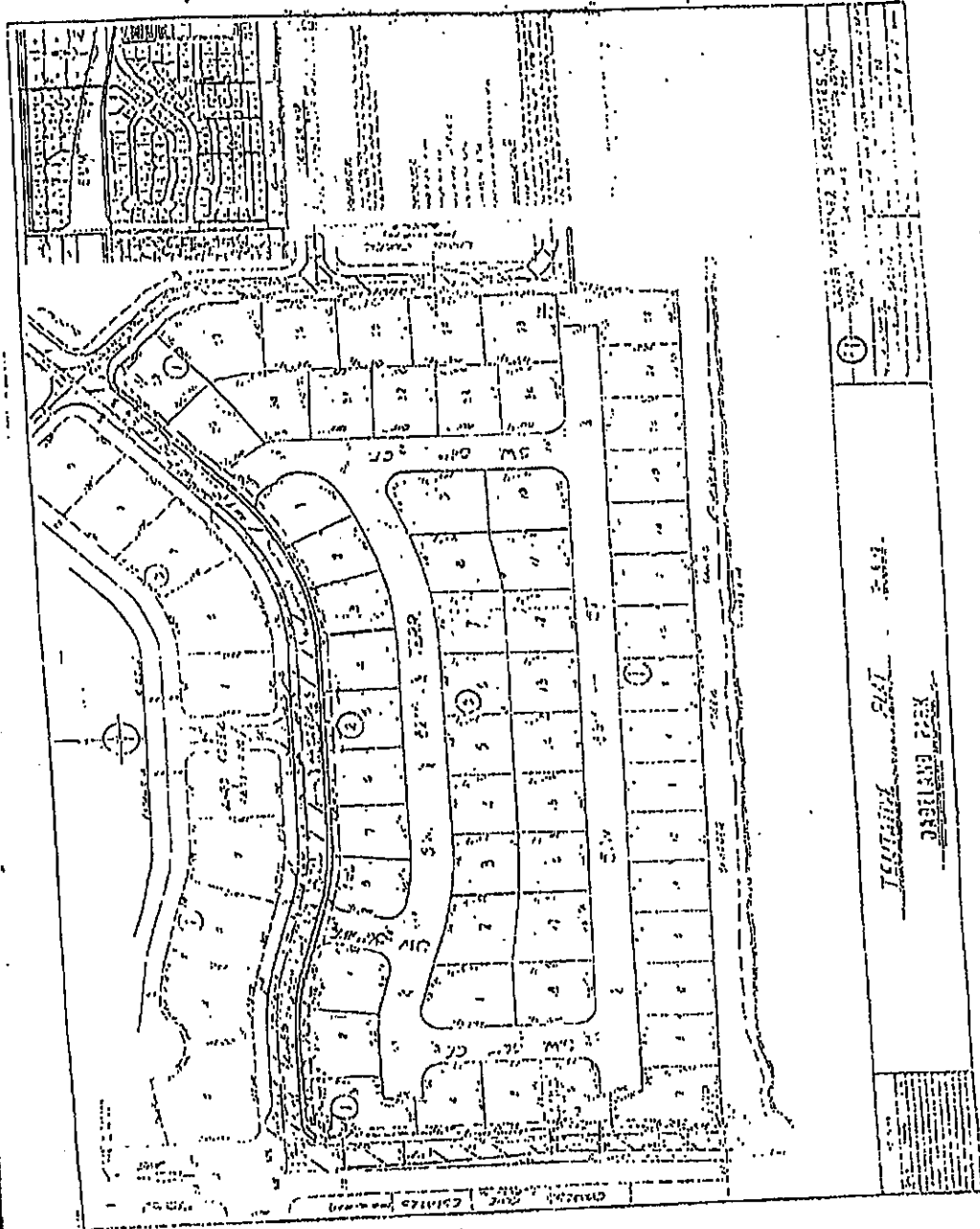
MODEL B-1

REC: 1381678 615



MODEL C-1

REC. 1381670 616



<p>RECORDS SECTION</p> <p>DATE FILED</p> <p>FILE NO.</p> <p>INDEXED</p> <p>FILED</p>
<p>REGISTERED</p> <p>DATE</p> <p>FILE NO.</p> <p>INDEXED</p> <p>FILED</p>
<p>REGISTERED</p> <p>DATE</p> <p>FILE NO.</p> <p>INDEXED</p> <p>FILED</p>

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

EXHIBIT B
 TO AMENDMENT TO BYLAWS

REC. 16389P2613

94R272557 1994 JUN 04 10:23

CERTIFICATE OF AMENDMENT
TO
BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, heraby certify that the following amendment to the By-Laws of Kings Creek Village Association, Inc., has been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VI 2.(c)(4) (Powers and Duties of the Board of Directors), be amended as follows:

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

(4) Camino Circle Condominium Association, Inc., Camino Court Condominium Association, Inc., The Village of Kings Creek Condominium Association, Inc., and Kings Creek Village Townhouse Association, Inc., (collectively or individually referred to as Sub-Association(s)) are expressly delegated the responsibility and obligation to collect Association assessments from members owning units in the respective Sub-Associations and to promptly remit all assessments due the Association to it by the tenth day of each month. Further, in the event any assessment is not promptly paid by a unit owner within the respective Sub-Associations, the Association hereby grants to the respective Sub-Association the right and power to impose a lien on said unit and to enforce such lien in the manner provided in the Declaration of Covenants and Restrictions and in the documents of each respective Sub-Association. ~~Effective January 1, 1987 any reimbursements advanced by a Sub-Association on behalf of a unit subsequently foreclosed shall, upon issuance of the Certificate of Title by the Clerk of the Circuit Court of Dade County, Florida, be reimbursed by the Association in an amount equal to the principal sum advanced, together with interest at the prevailing checkbook rate, on an annual adjusted basis.~~

11/24

REC: 1638902614

If any Sub-Association has advanced assessments on behalf of a unit which is subsequently foreclosed by a superior mortgagee, the Association shall reimburse said Sub-Association in an amount equal to the principal sum advanced by the Sub-Association, together with interest at the prevailing checkbook rate, on an annual adjusted basis. However, it is the intent of the Association to reimburse a Sub-Association only in the event the Sub-Association sustains an actual financial loss as a result of and incidental to the foreclosure of a unit. Therefore, the principal sum reimbursed to the Sub-Association shall be reduced by any rental income or other moneys received by the Sub-Association on account of said unit. Entitlement for such reimbursement shall occur upon issuance of a Certificate of Title to said unit to said superior mortgagee by the Clerk of the Circuit Court of Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 17 day of May, 1994.



Rina Cohan-Diaz
RINA COHAN-DIAZ, President

Shirley Takay
SHIRLEY TAKAY, Secretary

OFF. REC. 16389M2615

STATE OF FLORIDA)
COUNTY OF DADE) ss

BEFORE ME, the undersigned authority, this day personally appeared RINA CORAN-DIAZ and SHIRLEY TAKAY, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, not for profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 17 day of May, 1994.

Edward A. Hopke
Notary Public State of Florida at Large
EDWARD A. HOPKE
Printed name of Notary Public

My Commission Expires:

OFFICIAL NOTARY SEAL
Edward A. Hopke
Notary Public State of Florida
Commission No. CC353866
My Commission Exp. Apr. 12, 1998

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
HARVEY RUVIN,
Clerk of Circuit & County
Courts

This instrument prepared by:

Marc A. Kuperman, Esquire
1320 South Dixie Highway
Suite 1180
Coral Gables, FL 33146

OFF. REC. 17867 PG. 258

97R519700 1997 NOV 13 12:11

**CERTIFICATE OF RE-RECORDING OF AMENDMENTS TO BY-LAWS OF
KINGS CREEK VILLAGE ASSOCIATION, INC. AND AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS CREEK VILLAGE**

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, which is legally described on Exhibit "A" attached hereto and which was established pursuant to the Declaration of Covenants and Restrictions for Kings Creek Village recorded in Official Records Book 7475 at Page 59 of the Public Records of Dade County, Florida, hereby certify that the following Amendments to the By-Laws of Kings Creek Village Association, Inc. and Amendments to the Declaration of Covenants and Restrictions for Kings Creek Village, which are attached hereto as Exhibit "B", are being re-recorded to correct the inadvertent omission of the legal description from said instruments as well as omission of the recording reference to the instruments so amended.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC. also further certify that all of said amendments were duly adopted in accordance with the By-Laws of Kings Creek Village Association, Inc. and the Declaration of Covenants and Restrictions for Kings Creek Village.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 6 day of October,



STATE OF FLORIDA
COUNTY OF DADE

Rina Cohan
RINA COHAN, President
Alma Bredden
ALMA BREDDEN, Secretary

BEFORE ME, the undersigned authority, this day personally appeared RINA COHAN and ALMA BREDDEN, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation, they produced their drivers' licenses as identification, they did not take an oath and that the seal

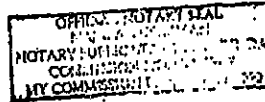
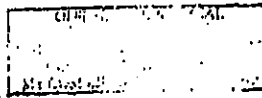
REC: 17867M 259

affixed to said Certificate is the true and genuine corporate seal
of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
seal of office this 6th day of October, 1997.

Marc A. Kuperman
Notary Public, State of Florida
Marc A. Kuperman
Printed name of Notary

My Commission Expires:



This instrument prepared by:

Marc A. Kuperman, Esquire
7695 S.W. 104 Street
Suite 210
Miami, FL 33156

LEGAL DESCRIPTION

REC. 178670 260

Being a portion of the Southeast 1/4, a portion of the Southwest 1/4 and a portion of the Northwest 1/4 of Section 34, Township 24 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 34; thence run South 89 degrees 48 minutes 15 seconds East, along the North line of the Southwest 1/4 of said Section 34, for 35.00 feet to the Point of Beginning; thence run North 0 degrees 00 minutes 09 seconds West, along a line parallel with and 35.00 feet East of, as measured at right angles to the West line of the Northwest 1/4 of said Section 34, for 35.00 feet; thence run South 89 degrees 48 minutes 15 seconds East, along a line parallel with and 35.00 feet North of as measured at right angles to the aforementioned North line of the Southwest 1/4 of said Section 34, for 1021.12 feet; thence run South 80 degrees 47 minutes 10 seconds East for 722.51 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the left, having a radius of 5804.58 feet and a central angle of 9 degrees 01 minutes 20 seconds for an arc distance of 914.03 feet to a Point of Tangency; thence run South 89 degrees 48 minutes 30 seconds East, along a line parallel with and 150.00 feet South of as measured at right angles to the North line of the Southeast 1/4 of said Section 34, for 1470.62 feet; thence run South 82 degrees 32 minutes 00 seconds East for 1184.54 feet; thence run South 0 degrees 27 minutes 24 seconds West, along a line parallel with and 25.00 feet West of as measured at right angles to, the East line of the Southeast 1/4 of said Section 34, for 847.16 feet; thence run North 89 degrees 50 minutes 09 seconds West, along the North Right-of-Way line of Snapper Creek Canal (C-2), for 9779.98 feet; thence run North 0 degrees 06 minutes 35 seconds East, along the West line of the Northwest 1/4 of the Southwest 1/4 of said Section 34 for 499.77 feet; thence run North 89 degrees 44 minutes 03 seconds West along the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34 for 90.00 feet; thence run North 0 degrees 06 minutes 35 seconds East, along a line parallel with and 90.00 feet West of as measured at right angles to the aforementioned West line of the Northeast 1/4 of the Southwest 1/4 of said Section 34, for 119.52 feet; thence run North 44 degrees 18 minutes 15 seconds West for 180.00 feet; thence run South 45 degrees 41 minutes 45 seconds West at right angles to the last described course, for 223.13 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the right having a radius of 300.00 feet and a central angle of 44 degrees 34 minutes 12 seconds for an arc distance of 233.37 feet to a Point of Tangency; thence run North 89 degrees 44 minutes 03 seconds West, along a line parallel with and 5.00 feet North of as measured at right angles to the aforementioned South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34 for 187.26 feet to a Point of Curvature; thence run Northwesterly along a circular curve to the right, having a radius of 300.00 feet and a central angle of 16 degrees 25 minutes 21 seconds for an arc distance of 85.99 feet to a Point of Tangency; thence run North 89 degrees 44 minutes 03 seconds West for 100.00 feet to a Point of Curvature; thence run Northwesterly along a circular curve to the left having a radius of 300.00 feet and a central angle of 16 degrees 25 minutes 21 seconds for an arc distance of 85.99 feet to a Point of Tangency; thence run North 89 degrees 44 minutes 03 seconds West for 165.00 feet; thence run due North along a line parallel with and 35.00 feet East of the West line of the Southwest 1/4 of said Section 34, for 590.04 feet to the Point of Beginning, lying and being in Dade County, Florida.

Order No. 109736

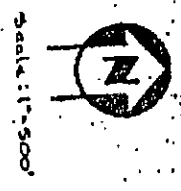
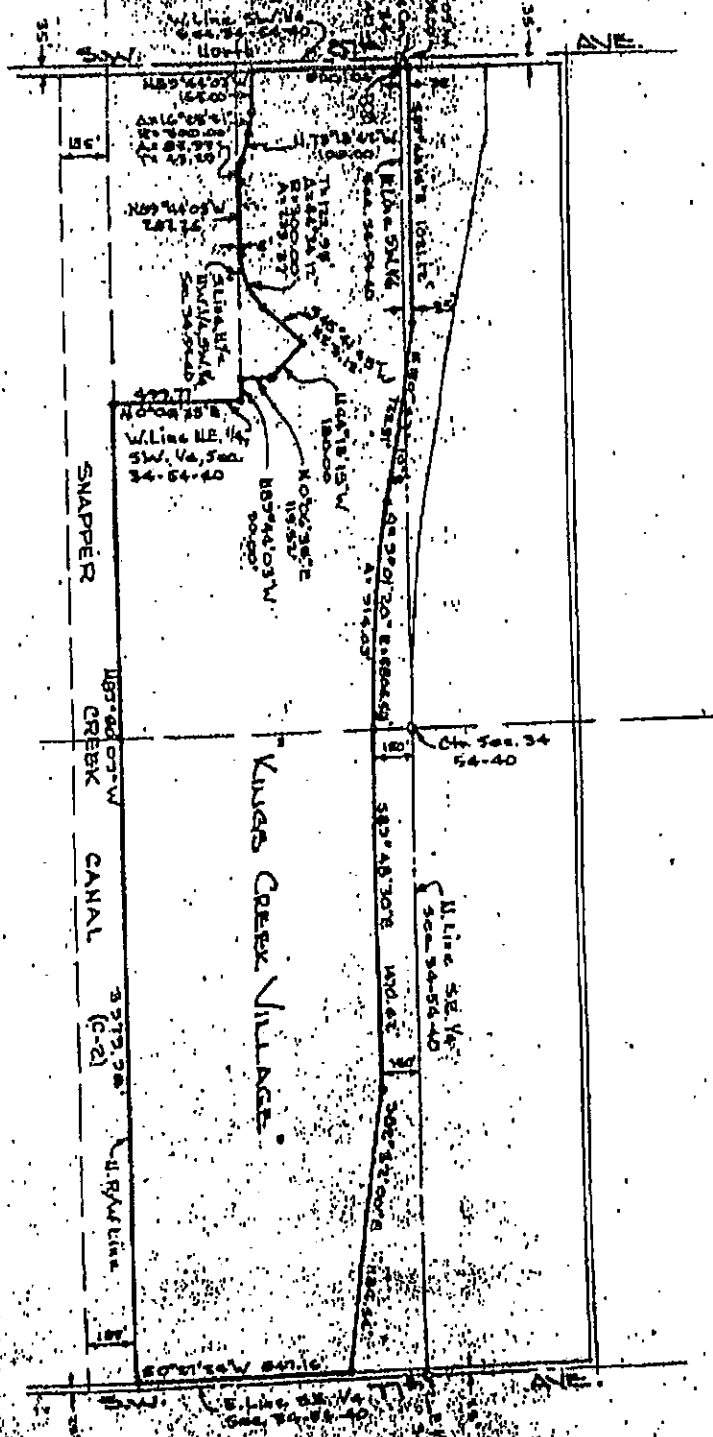
August 30, 1971

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida



Surveyed and plotted by
 E. R. LEATHERMAN
 Surveyor General
 State of Virginia

REC. 1786798 262

KINGS CREEK VILLAGE ASSOCIATION, INC.

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendment to the Association's Certificate of Incorporation has been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article X of the Association's Certificate of Incorporation and Section 617.02 of the Florida Statutes:

RESOLVED, that Article IX (By-Laws) and Article X (Amendment to Articles of Incorporation) of the Certificate of Incorporation of Kings Creek Village Association, Inc., be, and it hereby is, amended to read as follows:

ARTICLE IX

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles. The By-Laws may only be amended by an affirmative vote of two-thirds (2/3) of the members of the Board of Directors.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by a resolution of two-thirds (2/3) of the members of the Board of Directors. No amendment affecting Developer shall be effective without the prior written consent of said Developer. The prohibition against mortgaging shall not be amended or deleted without the prior written consent of Developer.

The undersigned further certify that the above amendment has not been amended, rescinded or repealed.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 10th day of September, 1974.

William F. Furr

William F. Furr, President

Robert M. Sherman

Robert M. Sherman, Secretary

(Seal)

FILED
OCT 21 11 12 AM '74
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

000059

REC: 17867N 263

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared WILLIAM F. FURR and ROBERT M. SHERMER, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said Corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 10th day of September, 1974.

Alma S. Queen
Notary Public, State of Florida at Large

My commission expires: June 27, 1976

(Seal)

FILED
OCT 21 11 12 AM '74
SECRETARY OF STATE
MIAMI, FLORIDA

000055

REC: 1786775 264

KINGS CREEK VILLAGE ASSOCIATION, INC.

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendments to the Association's Certificate of Incorporation have been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article X of the Association's Certificate of Incorporation and Section 617.02 of the Florida Statutes:

RESOLVED, that Article VI (a) (Board of Directors), Article IX (By-Laws) and Article X (Amendment to Articles of Incorporation) of the Certificate of Incorporation of Kings Creek Village Association, Inc., be, and the same hereby are amended to read as follows:

ARTICLE VI

(BOARD OF DIRECTORS)

(a) The affairs of the Association shall be managed by a Board of Directors consisting of ten (10) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. The Developer shall have the right to appoint all the Directors, or such lesser number as it may choose, as long as it owns at least 100 Units in Kings Creek Village. Thereafter, the Directors shall be elected by the classes of members as follows:

<u>Class of Member</u>	<u>Number of Directors</u>
Camino Court Condominium Association, Inc.	1

Number of Directors

SECRETARY OF STATE
MIAMI, FLORIDA

Aug 25 2 05 PM '75

FILED

REC. 17867PS 265

Camino Circle Condominium Association, Inc.	1
Rental Apartments	2
Single Family Residence	1
Townhouse	3
Shopping Center	1
Developer	<u>1</u>
Total	10

If the Developer yields its right to appoint any of the Directors while it still owns more than 100 Units in Kings Creek Village, the Developer shall designate the class of members to whom the directorship or directorships are being yielded, the members of which shall then elect their director or directors in accordance with the provisions of these Articles. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected directors of the rental apartment members shall be two (2) years and the terms of office of the Directors for the shopping center member and the Developer shall be established at two (2) years. The initial term of office of the other directors shall be established at one (1) year, with subsequent terms established at two (2) years. Thereafter, as many directors shall be elected or appointed, as the case may be, as there are regular terms of directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Director appointed by the

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

OFF. REC. 17867 PG 266

Developer be removed except by action of the Developer.

ARTICLE IX

(BY-LAWS)

The Board of Directors shall adopt By-Laws consistent with these Articles.

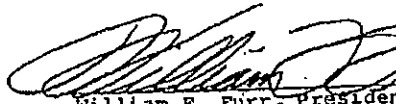
ARTICLE X

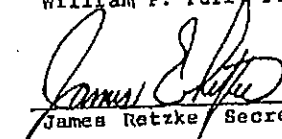
(AMENDMENT TO ARTICLES OF INCORPORATION)

These Articles may be altered, amended or repealed by a resolution of a majority of the members of the Board of Directors. No amendment affecting Developer shall be effective without the prior written consent of said Developer. The prohibition against mortgaging shall not be amended or deleted without the prior written consent of Developer.

The undersigned further certify that the above amendments have not been amended, rescinded or repealed.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 9 day JULY, 1975.


William F. Furr, President


James Retzke, Secretary

FILED
MAY 20 1975
SECRETARY OF STATE
MIAMI, FLORIDA

(Seal)

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared WILLIAM F. FURR and JAMES RETZKE, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged

OFF. REC. 17867 PG 267

before me that they executed the same as such officers of said corporation and for and upon behalf of said Corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 9 day of JULY, 1975.

Richard E. ...
Notary Public, State of Florida
at Large

My commission expires: June 27, 1976

(Seal)

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SECRETARY OF STATE
MIAMI, FLORIDA

REC. 17867 PS 268

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CERTIFICATE OF AMENDMENT

TO

BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendments to the By-Laws of Kings Creek Village Association, Inc. have been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VII (1) (Directors and Meetings), be amended and Article XIII (Default) be added to read as follows:

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on the third Monday of January of each year at 7:30 p.m. at 8333 S. W. 81st Avenue, Miami, Florida, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

ARTICLE XIII

DEFAULT

1. In the event of violation of the provisions of the Declaration of Covenants and Restrictions, the By-Laws, Articles of Incorporation or House Rules, as the same are or hereafter may be constituted, the Association, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents hereinabove enumerated, or

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given for damages; or both; or take such other courses of action, or other legal remedy as it or they may deem appropriate.

2. In the event the Association shall be required to file any action to obtain compliance therewith or to enforce its rights against a Unit Owner, it shall be reimbursed for its reasonable attorney's fees and court costs which the Unit Owner hereby agrees to pay.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 10 day of January 1977.

Handwritten signature of Roger Saxon

Handwritten signature of Roger Saxon
Roger Saxon, President

Handwritten signature of Philip Gershman
Philip Gershman, Secretary

(Seal)

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared ROGER SAXON and PHILIP GERSHMAN, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 10th day of January 1977.

Handwritten signature of Notary Public
Notary Public, State of Florida
at Large
My commission expires:



(Seal)
RECORDED IN OFFICIAL RECORDS BOOK
OF DALLAS COUNTY, FLORIDA.
FEE PAID
RICHARD P. BRINKER
CLERK CIRCUIT COURT

This instrument prepared by: Marc A. Kuperman, Esq.,
1320 South Dixie Highway, Suite 801
Coral Gables, Florida 33146

OFF. REC. 17867 PD 270

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CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendment to the Articles of Incorporation of Kings Creek Village Association, Inc. has been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article X of the Articles of Incorporation of Kings Creek Village Association, Inc.:

RESOLVED, that Article VI(a) (Board of Directors) of the Articles of Incorporation of Kings Creek Village Association, Inc. be and the same is hereby amended to read as follows:

ARTICLE VI
BOARD OF DIRECTORS

(a). The affairs of the Association shall be managed by a Board of Directors consisting of eight (8) Directors. The Directors representing single family owners, townhouse owners and condominium owners must be an owner of the type of unit of which he is a representative. The Directors shall be elected by the classes of members as follows:

<u>Class of Member</u>	<u>Number of Directors</u>
Camino Court Condominium Association, Inc.	1
Camino Circle Condominium Association, Inc.	1
Rental Apartments	2
Single Family Resident	1
Townhouse	2
Shopping Center	1
Total	8

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OFF. REC. 17867PS 271

Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected directors of the rental apartment members shall be two (2) years and the terms of office of the Directors for the shopping center member and the Developer shall be established as two (2) years. The initial term of office of the other directors shall be established at one (1) year, with subsequent terms established at one (1) year. Thereafter, as many directors shall be elected or appointed, as the case may be, as there are regular terms of office of directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for one (1) year for directors of single family residences townhouses and condominiums, and for two (2) years for directors of the rental apartments and shopping centers and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Director appointed by the Developer be removed except by action of the Developer.

The undersigned further certify that the above amendments have not been amended, rescinded or repealed.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 12th day of March, 1979.



Darrell Orcutt
Darrell Orcutt, President
Robert Rosen, Secy.
Robert Rosen, Secretary

(Seal)

STATE OF FLORIDA }
COUNTY OF DADE }

BEFORE ME, the undersigned authority, this day personally appeared DARRELL ORCUTT and ROBERT ROSEN, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this _____ day of March, 1979.

[Signature]
Notary Public, State of Florida
My commission expires _____

(Seal)

This instrument prepared by: MARC A. SUPERMAN, Esquire
1120 S. Dixie Highway, Ste. 611
Coral Gables, Florida 33146

Printed in Florida by
RICHARD BRISLER
1979

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OFF. REC. 17867 PG 273

CERTIFICATE OF AMENDMENT
TO
BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendments to the By-laws of Kings Creek Village Association, Inc. have been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VIII (Officers) be amended to reflect the following:

ARTICLE VIII
OFFICERS

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

11. All checks shall be signed by two officers of the Association.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 11th day of December, 1970.

Darrel Orcutt, President
Robert Bowen, Secretary



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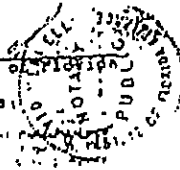
NO. TD366 837 REC. 17867 PG 274

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared DANIEL DRICUTT and ROBERT ROSEN, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF I have hereto set my hand and affixed my seal of office this 11 day of November, 1978.

Notary Public, State of Florida
My commission expires



(Seal)

This instrument prepared by: Marc A. Kuperman, Esquire
1370 South Dixie Highway
Suite 111
Coral Gables, Florida 33146

RECORDED IN PUBLIC RECORDS BOOK
OF DADE COUNTY, FLORIDA
NO. 17867 PG 274
BY MISS M. B. BAKER

LA

11572-1072 REC. 17867 275

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR KING CREEK VILLAGE ASSOCIATION, INC.

The undersigned unit owners in King Creek Village Association, Inc., a Florida corporation, not for profit, hereby certify that the following Amendment to the Declaration of Covenants and Restrictions for King Creek Village has been duly adopted by unit owners holding not less than one-half (1/2) of the voting interests of the membership of King Creek Village Association, Inc., all in accordance with the provisions of the Declaration of Covenants and Restrictions for King Creek Village:

RESOLVED, that the Declaration of Covenants and Restrictions for King Creek Village be amended to add the following Article:

ARTICLE IX

Notwithstanding any other provision contained herein to the contrary, King Creek Village Townhouse Association, Inc. shall have all of the rights, duties and powers of a homeowners association for the operation and maintenance of the townhouse units of King Creek Village in accordance with all of the terms and conditions of the Agreement made and entered into on the 10th day of April, 1980, by and between King Creek Village Association, Inc. and King Creek Village Townhouse Association, Inc., which is attached hereto as Exhibit "B" and by reference incorporated herein and shall prevail hereof.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be signed and affixed the corporate seal of King Creek Village Association, Inc.

Signed, sealed and delivered in the presence of:

Alan A. Ryznar

Frank Paul Barber



KINGS GREEN VILLAGE

NO. 11572 M 1073
HOUSE REGISTER

OFF. REC. 17867 PG 276

Date Typed

JANUARY 1980

Abate, Gloria & Avila, Esther (Rents to Duncan)	11/35	8140 S/W 82 Pl. 670 Pierson 6700 S/W 110 St. Miami, Fla. 33156
Abrahmsohn, Glez. & Jorja	11/9	8134 S/W 81 Ct.
Adair, George	7/8	8126 S/W 81 St. <i>Adair</i>
Adair, J. Randle	7/11	8120 S/W 81 St. <i>Adair</i>
Aguirre, Xavier	11/8	8130 S/W 81 Pl.
Almas, Ivan	11/43	8115 S/W 82 Pl.
Alsobrook, Mary	8/47	8231 S/W 81 Pl. <i>Mary Alsobrook</i>
Alter, Ronald	10/4	8228 S/W 81 Terr.
Amos, Betty	11/6	8122 S/W 81 Pl.
Anapol, Bernice	11/45	8107 S/W 82 Pl.
Andrews, John (Rents to Palacio, Tavará)	9/5	8308 S/W 81 Terr. 700 Coral Way Apt. 5 Coral Gables, 33111
Andrus, Beatrice	11/56	8133 S/W 82 Ct.
Appleget, Robert	8/19	8202 S/W 82 Ct.
Arbenz, Maria De (Rents to Cohen)	13/1	8126 S/W 81 Terr. Correa. to: Mrs. Martha Diaz (Ret) 7400 S/W 140 Terr. Miami, Fla. 33158
Baron, Richard (Rents to Arvapara)	8/2	8208 S/W 82 Pl.
Barrat, Elaine	8/51	8215 S/W 81 Pl.
Barrows, Kathleen (Rents to Carriere)	11/38	8135 S/W 82 Pl. 315 Salano Prado Coral Gables, Fla.
Basuil, Felicisimo	11/92	8133 S/W 81 Ct. Unput
*Beccari, Luciana	11/97	8113 S/W 81 Ct.
Belcher, Jewel Lee (Kallusch)	12/3	8210 S/W 81 Terr. P.O. Box 5089 Steamboat Village Colorado, 80499
Bunnett, John B.	11/54	8130 S/W 82 C
Beres, James	8/25	8226 S/W 82 C
Biersfeld, James, M.D.	11/33	8132 S/W 82
Bischoff, Dorothy	10/7	8222 S/W 81 T
Bloch, Nathan	11/68	8116 S/W 81 P
Blocker, Irvin A.	7/18	8106 S/W 81 S
Boggen, Irma M/M (Rents to Verhaunon St.)	11/14	8145 S/W 81 T 6112 S/W 176 Lynwood, Wash

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Island, James (J.J.)	10/8	0220 S/W 81 Terr. 9 Hillside Drive Brooklyn, N.Y.	<i>James G. Island</i>
Booth, Richard R.	11/28	8112 S/W 82 Pl.	
Bowers, Louis, Jr.	11/36	8144 S/W 82 Pl.	
Brady, Joseph	8/31	8221 S/W 82 Ct.	
Brenner, Wm.	11/10	8138 S/W 83 Pl.	
Britton, Fran	11/88	8122 S/W 81 Ct.	<i>John Britton</i>
Buchanan, Frank (Rents to Mary Angler & Draver)	8/61	8226 S/W 81 Ct. 1464 Ancona Ave. Coral Gables 3311	
Bunnell, Cini (Locke, Jerry)	11/70	8124 S/W 81 Pl.	
Cacciamani, Vittoria	8/58	8214 S/W 81 Ct.	
Callahan, Mildred	9/8	8302 S/W 81 Terr.	
Cardoso, Kalo, Dr.	11/61	8113 S/W 82 Ct.	
Chalmers, Wm. D. Rents to King, Calle. Shelton	11/5	8118 S/W 83 Pl. 409 Highbrook Ave. Pelham Manor, N.Y.	
Chalmers, Wm. D.	10/3	8230 S/W 81 Terr. SAKE	
Cherry, Robert, W.D.O.S.	12/8	8200 S/W 81 Terr. 147 Alhambra Circle Coral Gables	
Cohen, Morris	2/55	8202 S/W 81 Ct.	
Colmes, Dorothy	11/25	8101 S/W 83 Pl.	
Corbltt, Ronald Jr. & Aurelia	8/20	8206 S/W 82 Ct.	<i>Ronald Corbltt</i>
Cross, Marc & Eden	8/3	8212 S/W 82 Pl.	<i>Marc & Eden Cross</i>
Curtiss, Betty + Bronson, Elmer	8/43	8228 S/W 81 Terr.	<i>Betty + Elmer Bronson</i>
Gurlee, E. A.	10/2	8232 S/W 81 Terr. P.O. Box 5271 Richmond, Va. 2321	
Daggett, Milton & Phyllis	13/7	8114 S/W 81 Terr.	
Darby, Elizabeth	7/7	8128 S/W 83 St.	
Davis, Charles (Rents to Fleahner)	8/6	8224 S/W 82 Pl. P.O. Box 1724 Covington, La. 70	
DeKorte, Ruth	7/12	8118 S/W 83 St.	
Deal, Nancy	10/6	8224 S. W., 81 Ter	
Del Castillo, Elvia	11/96	8117 S/W 81 Ct.	
DENEG, Cons (Elmwood Ford Sales)	10/10	8216 S/W 81 Terr. 30 Broadway Elmwood Park, N.Y.	

11572 1075

OFF. REC. 1786710 278

Blatch, Norman & Barbara	8/29	8229 S/W 82 Ct.
Dimare, Paul J. (Fla. Tomato Packers)	11/31	8124 S/W 82 Pl. Allr
Dimare Paul J.	11/100	8101 S/W 81 Ct. Same P.O. Box B.B. Homestead, Fla.
Murators Distelhorst, R.O. + Y.A.	8/10	8235 S/W 82 Pl. 270-1 696- <i>Distelhorst</i>
Dockum, Emagline (J. Huntington Odum)	7/15	8112 S/W 83 Ct. 665- P.O. Box 2976 Baton Rouge, Louisiana.
Doscher, Daniel	9/9	8300 S/W 81 Terr.
Duschesneau, Donald (Rents to Whiteside)	8/13	8231 S/W 82 Pl. 7975 S/W 69 Terr.
Duschesneau, Donald (Rents to Padres)	11/77	8123 S/W 81 Pl. 7975 S/W 69 Terr.
Duschesneau, Donald (Rents to Evans)	11/85	8114 S/W 81 Ct. 7975 S/W 69 Terr.
Duncan, Gayle	11/62	8101 S/W 82 Ct.
Dunkel, Walter	14/2	8106 S/W 81 Terr. 81 5265 Wymorhall Ct. Dunwoody, Ga. 30337
Dunn, Melville & Patty	11/8	8134 S/W 83 Pl.
Dupree, Dorothy	8/17	8207 S/W 82 Pl.
Ellis, Ernest, W/D	13/9	8110 S/W 81 Terr.
Fadil, V.A. + Dora	11/41	8123 S/W 82 Pl.
Farmer, Carl R.	11/50	8114 S/W 82 Ct.
Fauls, Dorothy (Major)	11/80	8111 S/W 81 Pl.
Fenstermacher, Joanne	7/13	8116 S/W 83 Pl. <i>Fenstermacher</i>
Fekete, Walter	8/21	8210 S/W 82 Ct.
Fleischer, Miriam	11/34	8136 S/W 82 Pl.
Framer, Juno (Mosh)	11/85	8110 S/W 81 Ct.
Francos, Manuel & Idalia Rents to Nortrum, Henry -751-1193	11/37	8139 S/W 83 Pl. P.O. Box 544 Guayama, P.R. 00931
Galindo, Alicia	8/71	8205 S/W 81 Ct.
Gautier, Joanne	13/3	8122 S/W 81 Terr.
Georgalas, Andrew	7/16	8110 S/W 83 Pl.
George, Mary	11/60	8117 S/W 82 Ct.

11572-1076

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Gershwin, Philip	12/5	6206 S/W 81 Terr. 3635 E. 10 Ct. Miami 33013
Gilbert, Michael	11/46	8103 S/W 82 Fl.
Gillies, Warren	11/89	(Managed, E.W.M. - Mrs. Stein C/o Texico, P.O. Box 2940 Guatemala)
Ginorio, Margaret (Rents to Hartman) Tel. 271-4744	11/58	8125 S/W 82 Ct. 3024 Almaria Ave. Coral Gables Fla. 33134
Glaugow, G. G. & Helen	7/17	8108 S/W 83 St.
Goldstein, Harold	11/95	8121 S/W 81 Ct.
Grant, Karleen	8/72	8201 S/W 81 Ct.
Green, Herbert	11/97	8105 S/W 81 Ct.
Greenwood, Anne	11/1	8142 S/W 83 Fl
Grimson, Barry & Pat	10/3	8104 S/W 81 Terr.
Gross, Elsie	8/44	8232 S/W 81 Fl.
Hagle, Harold (Rents to Harwin)	8/4	8216 S/W 82 Fl. 6265 S/W 88 Ct.
Hales, Fred & Minn	11/62	8109 S/W 82 Ct.
Hancock, Katherine	8/45	8236 S/W 81 Fl.
Harris, Jack & Lilian	11/27	8108 S/W 82 Fl. <i>See file</i>
Helms, Ralph (Estate) Mrs. Helms <i>see file</i>	9/3	8312 S/W 81 Terr.
Herrick, Peter	8/4	8232 S/W 82 Fl.
Hewitt, Ms. Kerille	11/58	8122 S/W 82 Ct.
Huberman, Jack	11/65	8104 S/W 81 Fl.
Hyman, Don	8/36	8201 S/W 82 Ct.
Inler, Norman rents to Lunbaro	11/78	8119 S/W 81 Fl. 1379 N. Venetian Av. Miami, Fla. 33139
Jensen, Henning + Dawn	7/21	8100 S/W 83 St. <i>see file</i>
Joyce, Carolyn	11/67	8112 S/W 81 Fl. <i>see file</i>
Jung, Peter	8/66	8275 S/W 81 Ct. c/o F. Peter Jung 16303 S/W 80 Ave. Miami, Fla. 33156
Kahn, Werner rents to Salzberg/Mason Contact Molly Bethan 1553 Snn Insclo. C.C. 33146 667-8871	11/23	8107 S/W 83 Fl. Petroleum Gulf de Avonico Atlantica, Portaria 1, Apart. 22041 Rio de Janeiro
Kalser, Herman + <i>see file</i>	10/7	8218 S/W 81 Terr. <i>see file</i>
Kaplan, Ann (Norman (Married name) (Cross Ref. only)	11/12	0146 S/W 83 Fl.

11572 10777

OFF: 17857PS 280

Kellett, Mary Jane	11/76	8127 S/W B1 Pl. <i>Mary Jane Kellett</i>
Kenny, Lawrence	8/36	0209 S/W B2 Ct. P.O. Box 9011 Boone, N.C. 28607 <i>Lawrence J. Kenny</i>
Kiehl, Otto (Rents to Glazero)	11/32	0120 U/W B2 Pl. 1 Berlin 42 W. Corran; Dyurnring 6 (Managed by Duschusneal Corran; Doolley Realty 12401 S. Dixie Hwy. M.P. 33156 (Troy Point))
Kielak, Jonathan	10/4	0102 S/W B3 St.
Krischer, Phillip	7/1	8140 S/W B3 St. <i>Phillip Krischer</i>
Kuniansky, Betty	11/21	6117 S/W B3 Pl.
Kutner, Beverly (Feldman, Married name)	0/13	8223 S/W B2 Pl.
Laacks, Marianne	7/5	8132 S/W B3 St.
Lamberty, Gerald (Rents to Chato-Cruz)	8/42	8224 S/W B1 Pl. 4000 N. Richmond St. Arlington, Va. 22207
Lawrence, Joseph M.	11/2	8106 S/W B3 Pl.
Lazarus, Carl Mrs. S. Lazarus	6/1	Phil: 8204 S/W B2 Pl. 9016 S/W 97 Pl.
Levin, Beatrice	11/53	8126 S/W 12 Pl. <i>Beatrice Levin</i>
Levine, Herbert	8/67	8223 S/W B1 Ct.
Levitt, Morris	12/2	8217 S/W B1 Terr
Levy Herb (Sam) (Rents to Wasserman)	11/41	8107 S/W B1 Pl. One Grove Isle Dr. Suite 1103 Coconut Grove, Fair Is. M.P. 33133
Lewis, Joseph & Myrna	8/7	8228 S/W B2 Pl.
Liebman, Seymour S	11/42	8119 S/W B2 Pl. <i>Seymour S. Liebman</i>
Looney-Rodney <i>Rodney S. Looney</i>	13/6	8116 S/W B1 Terr.
Lopez, Oscar	8/65	8229 S/W B1 Ct.
Lott, Lester & Nancy	11/16	8137 S/W B3 Pl.
Lubien, Betty	8/15	8215 S/W B2 Pl. <i>Betty Lubien</i>
Ludwig, Bernard	10/5	8226 S/W B1 Terr. P.O. Box 520661 M.P. 33152
Lund, Geoffrey & Rita	11/74	8135 S/W B1 Pl.
Lupin, David	8/12	8227 S/W B2 Pl.
Machaner, Dulcie Ma. (JM Realty)	11/1	8102 S/W B3 Pl. 1332 S. Claudino St. Ancheta, Calif. 92809
Mallor, Sam	8/18	8203 S/W B2 Pl. 407 Otisio Drive Westfield, N.J.

11572 1078

OFF. REC. 17857 PG 281

Mangel, Gerhard	8/30	8225 S/W 22 Ct.	
Manning, Sheila	11/63	8105 S/W 02 Ct.	<i>Stalin</i>
Marcinkiewicz, R.	13/5	8118 S/W 81 Terr.	
Marx, Albert & Corrie	11/24	8105 S/W 83 Pl.	<i>Agent A. Marx</i>
Marx, Doreen	7/2	8138 S/W 83 St.	
McClendon, Mary Anne	8/41	8220 S/W 81 Pl.	<i>Mary C. McClendon</i>
McEmber, Robert & Elizabeth	9/4	8310 S/W 81 Terr.	<i>Robert R. McEmber</i>
McCormell, Richard	8/48	8227 S/W 81 Pl.	<i>Richard S. McCormell</i>
McKinsey, M. & Abrahams	8/70	8209 S/W 81 Ct.	442.
McQueen, Theona, Dr.	8/56	8206 S/W 81 Ct.	
McSwiggan, Gerald	11/72	8132 S/W 81 Pl.	
rents to Travestio	Mail	26 Emy Heights Dr.	
		N.P. 33133	
Miller, Harvey	11/17	8133 S/W 83 Pl.	
Miller, Jackie Mrs.	11/90	8130 S/W 81 Ct.	
Miller, Wayne	7/20	8102 S/W 83 St.	
Moore, T. E. M.D.	7/4	8134 S/W 81 Ct.	
Morhart, Dr. Robert	7/3	8136 S/W 83 St.	
Murphy, John S.	1/24	8122 S/W 82 Ct.	
Murphy, V.	11/40	8127 S/W 82 Pl.	
Mustacciablo, John	11/79	8115 S/W 81 Pl.	<i>John Mustacciablo</i>
Nadler, Joseph	7/7	8304 S/W 81 Terr.	<i>Joseph Nadler</i>
Nash, Roger	11/93	8129 S/W 81 Ct.	
Nelson, Robert	11/39	8131 S/W 82 Pl.	
Nichols, Herbert & Bertha	11/29	8116 S/W 82 Pl.	
Norman, (Kaplan)	11/12	8106 S/W 83 Pl.	
Novatny, Godfrey	10/1	8108 S/W 81 Terr.	
(Rents to Roddenberry)		8433 S/W 132 St.	
		910 Ortega Ave.	
		Coral Gables, Fla.	
Oister, Bill	7/14	8134 S/W 83 St.	<i>William R. Oister</i>
O'Neil, Harriet	7/9	8124 S/W 83 St.	<i>Harriet O'Neil</i>
Paletti, Frances	11/69	8120 S/W 81 Pl.	
		5915 S/W 8th St.	
Pambroke, William & Esther	11/26	8104 S/W 82 Pl.	
Perrini, Ello	11/47	8102 S/W 82 Ct.	

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Peacock, Joseph	11/44	0111 S/W B2 Pl.
Peterson, Glen	7/2	0314 S/W B1 Terr.
Poyser, Juan & Iria	8/27	0234 S/W B2 Ct.
Pfeifer, A.C. Deceased (Mail to Daughter-Engelhart)	8/37	0204 S/W B1 Pl.
Phagan, Janice	11/57	0329 S/W B2 Ct.
Phillips, William (Rents to S. Schwartz)	11/19	0325 S/W B3 Pl. P.O. Box 812 Hialeah 33010
Pinnas, Gerald, M.D.	0/26	0230 S/W B2 Ct.
Pinkston, William	0/16	0211 S/W B2 Pl.
Poindexter, Thomas (Rents to Griffins)	8/40	0216 S/W B1 Pl.
Popkin, Ed.	4/57	0210 S/W B1 Ct.
Quintanilla R.	11/30	0120 S/W B2 Pl.
Ragan, Mary	11/84	0105 S/W B1 Ct.
Ragan, Mary & Edwin Hess (Rents to Ragan, Patty)	11/83	0102 S/W B1 Ct.
Reigemann, Sandra I.	13/8	0113 S/W B1 Terr.
Reissner, Ilse Lubien (Married)	7/7	0130 S/W B1 Pl. P.O. Box 1000 South Columbia, S.C.
Reuben, Richard	7/14	0122 S/W B2 Ct.
Reynolds, David	12/7	0202 S/W B1 Terr. <i>Handwritten: Reynolds, David</i>
Reynolds, Fredric	11/23	0218 S/W B2 Ct.
Riley, Howard W. Jr. & Janet P.	12/1	0214 S/W B1 Terr.
Rint, Wallace & Linda	8/35	0205 S/W B2 Ct. <i>Handwritten: Rint, Wallace & Linda</i>
Roemer, Charles & Frances	11/49	0110 S/W B2 Ct.
Rummel, Peter (Rents to Forean, Howard)	13/7	0124 S/W B1 Terr. C/O Forean, P. O. Box 600 Ft. Verde, Fla.
Russel, H.	11/47	0118 S/W B1 Pl.
Saldarriga, Mauricio A.	9/6	0306 S/W B1 Terr.
Sanchez, Irma	11/73	0136 S/W B1 Pl. C/O Newton P. O. Box 1157 Dunedin, Fla. 32
Sandberg, Virginia	11/75	0131 S/W B1 Pl.
Scandella, Guillermo (Rents to Mirandi)	11/66	0108 S/W B1 Pl. 13425 S. W. 112 Terr Miami, Fla 33126

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Scharf, Robert	11/51	8118 S/W 82 Ct. R.E. Scharf Invest Clados Profegioni 8353 S/W 124 St. Suite 210 Miami, Fla. 33156
Scott, Robert & Marge	8/53	8207 S/W 81 Pl.
Sealey, Robert & Pranscoise	11/22	0113 S/W 83 Pl.
Segall, Bart	8/39	8212 S/W 81 Pl.
Selken, Kathleen	11/18	8129 S/W 83 Pl. <i>Kay Selken</i>
Sherrard, Jerry	0/38	8208 S/W 81 Pl. P.O. Box 247 H.F. 331
Sierra, Carolyn	8/22	8214 S/W 82 Ct.
Skeoch, Sue	11/48	0106 S/W 82 Ct.
Solli, George A. (Rents to Thurman, Lynn Tel: 279-3996)	8/33	8213 S/W 82 Ct. 11615 RiverShore Dr. Dunkirk, Md. 20754
Taxay, Shirley	11/20	8121 S/W 83 Pl.
Thomas, Betty	13/4	8120 S/W 81 Terr.
Tonkin, Henry	8/32	8217 S/W 82 Ct.
Topplino, Phillip	12/6	8204 S/W 81 Terr. P. O. Box 787 Att. J. U. Pinder Key West 33040
Torres, Carlos (Rents to Veger)	14/5	8100 S/W 81 Terr. P. O. Box 5-886 San Juan, Puerto Rico
Utsey, Laurel	8/9	8236 S/W 82 Pl.
Utsey, Laurel (Rents to Sherman Reilly)	8/50	8219 S/W 81 Pl.
Vanderbrook Wynna	0/28	8233 S/W 82 Ct.
Veloz, Jorge	8/60	8222 S/W 81 Ct.
Verhunce, Carole	12/4	8208 S/W 81 Terr.
Via, Margaret	11/15	8141 S/W 83 Pl.
Vidal, Francisco	0/62	8230 S/W 81 Ct. 1702 Allenton Rd. Lima, Ohio 45005
Villasorta, Patricia M.	11/94	0125 S/W 81 Ct.
Villanueva, Hugo	7/19	8104 S/W 83 St. <i>Ollanueva</i>
Warn, Richard	8/64	8233 S/W 81 Ct.
Wornas, John Ms.	8/5	8220 S/W 82 Pl.
Warren, Richard Dr. (Rents to Jenichi & Smith)	8/68 Kall	8217 S/W 81 Ct. 7821 S/W 74 St.

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Waters, Marilyn	8/59	0210 S/W 01 Ct.	
Watson, Artemis	8/54	0203 S/W 01 Pl.	
Waltz, Robert, Dr. & Ruth	8/63	0234 S/W 01 Ct.	<i>Handwritten initials</i>
Wickstrom, Karl	11/98	8109 S/W 01 Ct.	
Widom, Rita	11/59	8121 S/W 02 Ct.	
Wieder, Karl	8/69	8213 S/W 01 Ct.	
Williams, Lawrence	10/1	8234 S/W 01 Terr. R.O. #2 Southtown Montgomery, N.Y. 1	
Williamson, Hayden {Rents to Frankel & Schvengel}	11/7	8126 S/W 03 Pl. 7340 S/W 157 Terr. Miami, Fla. 33157 C/O Esso Inter-Amert 396 Alhambra Circle Cornel Gables, Fla.	
Willis, Joan	8/52	0211 S/W 01 Pl. P.O. Box 430708 South Miami, Fla. 331	
Wilson Mark	11/82	8103 S/W 01 Pl.	
Wilson, Richard & Betty	8/46	8235 S/W 01 Pl.	<i>Handwritten initials</i>
Windisch, Gayle	9/1	8316 S/W 01 Terr.	
Wintag, Elizabeth (Blake)	8/74	8219 S/W 02 Pl. 11840 S/W 99 Ct.	
Wood, Danny	11/13	8150 S/W 03 Pl.	
Bright, Thelma	11/71	8128 S/W 01 Pl.	
Yarchin, Barry S.	11/3	8110 S/W 03 Pl.	<i>Handwritten initials</i>
Yates, Dr. Robert	11/55	8134 S/W 02 Ct. P.O. Box 11501 Ft. Lauderdale 33	
Yellin, Arthur	11/4	8114 S/W 03 Pl. 1007 Park Ave. N. Y. 10028	
Zevlin, Jacqueline	8/47	8223 S/W 01 Pl.	

*Joseph Siervo
V.P. of Bank of Boston
100 N. Bisc. Blvd.
Miami, Fla. 33132
Tel. 377-0751

*A. Avenida
Con. 4 Tran
Edificio J
Caracas, V
Tel. 283.

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STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

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 the persons listed individuals to me known to be the persons designated in the foregoing instrument and they acknowledged to me that they executed the same.

WITNESS my hand and official seal of the County and State last aforesaid this 10th day of March, A.D. 1958.

Walter A. ...
Notary Public, State of Florida



My Commission Expires
Notary Public, State of Florida
My Commission Expires March 22, 1959
Signed this 10th day of March, 1958

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THIS AGREEMENT, made and entered into this 1st day of April, 1955, by and between KINGS CREEK VILLAGE ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Association" and KINGS CREEK VILLAGE TOWNHOUSE ASSOCIATION, INC., a non-profit Florida corporation hereinafter referred to as "Townhouse."

WITNESSETH:

WHEREAS, the Association is the entity responsible for the control, operation and maintenance of Kings Creek Village and

WHEREAS, the Townhouse section is a part of Kings Creek Village; and

WHEREAS, the Articles of Incorporation of the Association permit the Association to delegate power or powers where such is deemed in the interest of the Association and to promulgate covenants and agreements to effectuate the purposes for which the Association has been organized; and

WHEREAS, the By-laws of the Association permit the Association to enter into contracts for the day to day operation of the Kings Creek Village and provides for the discharge of its responsibilities and obligations; and

WHEREAS, the Townhouse is desirous of supervising the control, operation and maintenance of the Townhouse section of Kings Creek Village.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter contained to be performed by each party in favor of the other, the Association and Townhouse agree as follows:

1. The Townhouse and homes of the Townhouse section shall continue to be subject to and restricted by the Declaration of Covenants and Restrictions for Kings Creek Village, dated November 15, 1952 and filed in the Public Records of Duval County, Florida at Official Records Book 117, Page 10, et

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amended, provided, however, that in the event of conflict with the provisions of this Agreement, the provisions of the Declaration shall be controlling.

2. The Association hereby delegates to the Townhouse the right to exercise, control, supervise and maintain the Townhouse section of Kings Creek Village as such area is defined in the Declaration of Covenants and Restrictions. Such right shall include the power to control, supervise and maintain the Townhouse units as may be determined by the Townhouse Association, and also to exercise authority over the owners of the Townhouse units.

3. Pursuant to the By-Laws of Kings Creek Village Townhouse Association, Inc., the Townhouse shall have the responsibility for determining the manner and method of assessments and to provide for the collection of such assessments on all Townhouse units. Such power to assess and collect assessments is hereby expressly delegated to the Townhouse by the Association.

4. The Townhouse shall be responsible for the maintenance of the property upon which the Townhouse section is situated and shall have the authority to enter into contracts and agreements to provide for such maintenance.

5. The Townhouse shall be responsible for the maintenance of the area known as the "Greenbelt area" as such is defined in Schedule 2 to the Declaration of Covenants and Restrictions for Kings Creek Village.

6. The "Greenbelt area" shall continue to be for the use and benefit of all parties entitled to the Common Areas of Kings Creek Village as provided in Section 7 of the Restrictions for Townhouse Sections of Kings Creek Village as recorded in the Public Records of Dade County, Florida at Official Records Book 8061 at Page 704.

7. The Townhouse shall continue to maintain the "Greenbelt area" in good condition and shall not allow said area to deteriorate. In the event the Association becomes dissatisfied

with the maintenance of the "Greenbelt area", written notice specifying the basis for the dissatisfaction shall be sent to the office of the Townhouse. The Townhouse shall have thirty (30) days from the receipt of said notice to correct any alleged deficiencies. In the event the Townhouse fails to remedy said deficiencies, the Association may correct same and the Townhouse shall be liable for all monies expended by the Association to remedy such deficiencies.

8. The Townhouse will be responsible for the prompt collection of all assessments for Townhouse units and shall remit all assessments due the Association to the Association by the 1st day of each month. In the event any assessment is not promptly paid by a Townhouse unit owner, the Association hereby grants to the Townhouse the right to impose a lien on such Townhouse unit and to enforce such lien in the manner provided in the By-laws of the Townhouse and the Declaration of Covenants and Restrictions.

9. The unit owners of the Townhouse section shall continue to be bound by the Rules and Regulations promulgated by the Association regarding the common areas of Kings Creek Village as well as subject to the Rules and Regulations promulgated by the Townhouse in regard to one of the Townhouse section.

10. The Townhouse is hereby empowered to enter into all necessary contracts and agreements in order to facilitate the operation of the Townhouse section of Kings Creek Village.

11. The Townhouse shall be solely responsible for determining the frequency of maintenance services to the Townhouse section and such determination shall not be interfered with by the Association unless the Townhouse services cause a total deterioration in appearance and in such event the Association shall notify the Townhouse in writing of such deterioration and the Townhouse shall have thirty (30) days from the receipt of said notice to remedy such alleged deterioration. In the event the Townhouse fails to remedy any alleged deterioration

the Association may provide for the correction of same and the Townhouse shall be liable for all monies expended by the Association to remedy any such deterioration.

12. It shall be the continuing duty of the Townhouse to maintain the two (2) tennis courts and the swimming pool located in the west end of ^{Tract 9 in} Kings Creek Village in the same condition as exists as of the date of this Agreement. In the event such maintenance is not performed to the satisfaction of the Association, a written notice specifying any alleged defects shall be sent to the office of the Townhouse and the Townhouse shall have thirty (30) days from the receipt of such notice to remedy any defects that may exist. In the event the Townhouse fails to remedy any such defects, the Association may remedy any such defects and the Townhouse shall be liable for all monies expended by the Association to remedy any such defects.

13. It shall be the responsibility of the Townhouse to prepare and submit an annual financial status report to the Association regarding the operation of the Townhouse and said report shall be delivered no later than the Association annual meeting. Said status report shall be prepared by a certified public accountant.

14. The Townhouse hereby indemnifies and agrees to hold harmless the Association, including its agents, assigns, servants and employees against all claims, demands or obligations which may be made against the Association by reason of any of the obligations or activities performed by the Townhouse including its agents, assigns, servants and employees, in connection with the control, management and operation of the Townhouse project. In the event it becomes necessary for the Association to defend any action or litigation or proceedings in any legal or administrative proceeding, the Townhouse will pay to the Association all court costs and reasonable attorney's fees incurred by the Association in connection with any such proceeding provided, however, that the Townhouse may select the attorney(s) to represent the Association subject to the approval of the Association.

15. This Agreement is subject to:

(1) The Association executing the necessary amendments to its By-Laws, and to the Declaration of Covenants and Restrictions of Kings Creek Village and to the Restrictions for Townhouse sections of Kings Creek Village, wherever such amendments may be necessary to effectuate the purpose of this Agreement; and

(2) The necessary approval of the County Attorney of Metropolitan Dade County, Florida, pursuant to Article VIII, Section 4 of the Declaration of Covenants and Restrictions for Kings Creek Village. The Townhouse shall pay any fees incurred in obtaining said approval.

The failure of the abovementioned conditions shall render this Agreement void and of no force or effect.

16. In any action arising as a result of the terms of this Agreement, the prevailing party in any such action shall be entitled to the recovery of court costs and reasonable attorneys' fees from the other party except as provided in paragraph 14 of this Agreement.

17. Any modification or revision of this Agreement must be in writing and duly signed by the parties herein in order to be effective.

18. The invalidity in whole or in part of any of the provisions of this Agreement shall not affect the remaining portions thereof.

19. This Agreement shall take effect no later than April 1, 1980, but shall be subject to the conditions specified in paragraph 15 herein.

20. Any notices required to be given under this Agreement shall be in writing and given to the Association at 8333 S.W. 81 Avenue, Miami, Florida and to the Townhouse at 8333 S.W. 81 Avenue, Miami, Florida.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in their name by and through their

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Presidents, attested to by their Secretaries, with seal affixed this 1st day of April, 1980.

in the City of Miami, Dade County, Florida, effective as of April 1, 1980.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

KINGS CREEK VILLAGE ASSOCIATION, INC., a non-profit Florida corporation

By: *[Signature]*

Attest: *[Signature]*



KINGS CREEK VILLAGE TOWNHOUSE ASSOCIATION, INC., a non-profit Florida corporation

[Handwritten signatures]

By: *[Signature]* President

Attest: *[Signature]* Secretary

RECEIVED
MARIKIP BRINER
CLERK DEPT. STATE

OFF. REC. 178676-292

1988 JUL 11 AM 9:44

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REF: 129506/491

CERTIFICATE OF AMENDMENT

TO

BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendment to the By-Laws of Kings Creek Village Association, Inc., have been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VII (1) (Directors and Meetings), be amended to read as follows:

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on the ~~third~~ fourth Monday of January of each year at 7:30 p.m. at 8333 S.W. 81st Avenue, Miami, Florida, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 7th day of July, 1986.



June McVeigh
JUNE MC VEIGH, President

David Reynolds
DAVID REYNOLDS, Secretary

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REC: 12950 PG 1492

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared JUNE MC VEIGH and DAVID REYNOLDS, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, not for profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 7th day of July, 1986.

Marc A. Kuperman
Notary Public, State of
Florida at Large.



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires: March 22, 1987
Bonded to the Notary Public Agency

BY ORDER OF THE COURT
RICHARD P. BRINKER
CLERK OF DISTRICT COURT

This instrument prepared by: Marc A. Kuperman, Esquire, P.A.
1320 South Dixie Highway, Suite 811
Coral Gables, Florida 33146

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OFF REC 13714 PG 2989

REC: 17867 PG 294

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR KINGS CREEK VILLAGE

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS CREEK VILLAGE made as of this 10 day of June, 1988.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Declaration of Covenants and Restrictions for Kings Creek Village dated November 15, 1971, recorded in Official Records Books 7475, at Page 59, of the Public Records of Dade County, Florida (the "Declaration"), certain property known as "Kings Creek Village" (as defined in the Declaration) was made subject to the terms and provisions of said Declaration, and said terms and provisions are governed by Kings Creek Village Association, Inc., a Florida corporation not for profit (the "Association"); and

WHEREAS, T&R BUILDING CONSTRUCTION CORP., a Florida corporation ("T&R"), is the owner of certain property adjacent and contiguous to portions of Kings Creek Village, which property is legally described in Exhibit "A" attached hereto and made a part hereof by reference. Said property shall be known as "Dadeland Park", and is pictorially described in Exhibit "B" attached hereto and made a part hereof by reference; and

WHEREAS, T&R has previously requested the Association to agree that Dadeland Park be added to the property forming Kings Creek Village, subject to the terms and provisions set forth herein and in certain other documents or instruments executed in connection herewith and described hereinbelow, and the Association, by execution of this Amendment by owners holding not less than one-half (½) of the voting interests of the membership, has agreed to allow Dadeland Park to be added as additional property to Kings Creek Village, subject to said terms and conditions.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and are made a part hereof by reference.
2. Article II, Section 3 of the Declaration is hereby deleted in its entirety, and the following is substituted in its stead:

Section 3. Developer's and Association's Right to Add Additional Property to or Withdraw Property from Kings Creek Village.
Developer shall have the right, in its sole discretion, to add additional property to or to withdraw property from the Kings Creek Village. The Association shall have the right, upon the affirmative vote of more than fifty percent (50%) of the voting interests of its members, to add additional property to the Kings Creek Village. Any such property shall have no commercial or residential structures on it at the time it is either added or withdrawn.

1. The property known as "Dadeland Park", as legally described in Exhibit "A" attached hereto and as pictorially described in Exhibit "B" attached hereto, is hereby added as additional property to form a part of Kings Creek Village, and said property is hereby made subject to the terms and conditions of

BLAXBERG, BOLAÑOS, GRAYSON & SINGER, PROFESSIONAL ASSOCIATION
SUITE 100, INDIAN BUILDING, 25 NORTHEAST SUMMIT AVENUE, MIAMI, FLORIDA 33131

the Declaration. It is acknowledged and agreed that the property comprising Dadeland Park either has been or shall be submitted for platting in accordance with the requirements of Dade County, Florida. Such plat shall be substantially in accordance with the pictorial description of Dadeland Park as per Exhibit "B" attached hereto unless otherwise required by any of the governmental authorities having jurisdiction thereof. The various streets or roads which are shown in Exhibit "B" may be dedicated to the public pursuant to such plat, and the legal description of the Dadeland Park property which is being submitted to the terms and conditions of the Declaration hereunder shall automatically be conformed to consist of the property legally described in such plat less all areas which may be so dedicated to public use pursuant to said plat.

4. Notwithstanding the submission of the Dadeland Park property to the terms and conditions of the Declaration for Kings Creek Village, it is acknowledged and agreed that said property may be known as "Dadeland Park" or "Dadeland Park at Kings Creek Village", and said property need not be known solely as "Kings Creek Village."

5. T&R submits the Dadeland Park property to the terms and conditions of the Declaration subject to the adoption and continued effectiveness of the terms and provisions of those certain documents entitled "Amendment to Articles of Incorporation of Kings Creek Village Association, Inc." and "Amendment to By-Laws of Kings Creek Village Association, Inc.", copies of which are attached hereto as Exhibits "C" and "D", respectively. The Association warrants and represents that the documents attached as Exhibits "C" and "D" will be appropriately adopted by the Association within seven (7) days after the date upon which this Amendment has been executed by more than one-half (1/2) of the voting interests of the members of the Association, and that notwithstanding anything set forth in the Declaration or in the Articles of Incorporation or By-Laws of the Association to the contrary, none of the terms and conditions set forth in said documents attached hereto as Exhibits "C" and "D" may be modified in any respect which would adversely affect T&R without the advance written consent of T&R (which consent may not be unreasonably withheld by T&R), so long as T&R is the owner of any undeveloped property in Dadeland Park. As defined herein, T&R shall also mean and refer to its successors or assigns, if any successor or assign acquires all or any part of the undeveloped portion of Dadeland Park from T&R for the purpose of development, and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, it is acknowledged that any mortgagee of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgagee as a successor or assign of T&R, in the event such mortgagee acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

6. Notwithstanding anything previously set forth in Article II, Section 3 or elsewhere in the Declaration to the contrary, it is acknowledged that the existing enclosure of Kings Creek Village need not be fully relocated to reflect the addition of the Dadeland Park property to Kings Creek Village, and that the only boundary wall or fence which need be built by T&R or any other party with respect to the addition of the Dadeland Park property to Kings Creek Village shall be the fence described in the Amendment to By-laws of Kings Creek Association, Inc. which is attached hereto as Exhibit "D". Upon completion of construction of said fence by T&R, same shall become a part of the common areas of Kings Creek Village and shall be maintained by the Association.

7. Notwithstanding anything set forth in Article V, Sections 1, 4 and 5 or elsewhere in the Declaration to the contrary, it is acknowledged that the assessments imposed against the Dadeland Park property by the Association shall be limited as set forth in the Amendment to By-Laws of Kings Creek Village Association, Inc. which is attached hereto Exhibit "D".

8. Notwithstanding anything set forth in Article VII or elsewhere in the Declaration to the contrary, it is acknowledged that the rights of the Association to architectural control of the Dadeland Park property shall be limited as set forth in the Amendment to By-Laws of Kings Creek Village Association, Inc. which is attached hereto Exhibit "D".

9. The Association hereby warrants and represents to T&R that this Amendment to Declaration of Covenants and Restrictions for Kings Creek Village does not affect the "... Townhouse maintenance or the lien for such maintenance..." as set forth in Section 4 of Article VIII of the Declaration.

10. This Amendment to Declaration of Covenants and Restrictions for Kings Creek Village shall become effective upon recording of this instrument in the Public Records of Dade County, Florida.

11. This document may be executed in any number of counterparts, each of which shall constitute and be deemed an original, but all of which shall constitute one document.

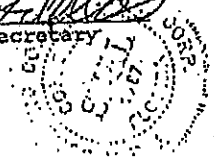
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year shown hereinbelow.

Signed, Sealed and Delivered in the presence of:
[Signature]
[Signature]

T&R BUILDING CONSTRUCTION CORP., a Florida corporation

By: *[Signature]*
ROBERTO RUIZ, President

Attest: *[Signature]*
LUIS TRELLES, Secretary



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 21 day of March, 1988, before me, the undersigned authority, personally appeared ROBERTO RUIZ, as President and LUIS TRELLES as Secretary of T&R BUILDING CONSTRUCTION CORP., INC., a Florida corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires: *[Date]*



3
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 12, 1991
GOVERNOR JIM QUILTER, JR., PRO.

Signed, Sealed and Delivered in the presence of:

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit

Edward C. Hoyle
Edward C. Hoyle

BY *June L. McVey* President
ATTEST: *Edward C. Hoyle*

STATE OF FLORIDA)
COUNTY OF DADE) SS:

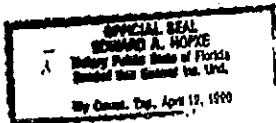
I hereby certify that on this 10th day of June, 1988, before me, the undersigned authority, personally appeared June L. McVey and David Reynolds, to me known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, and each acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation; and that the seal affixed thereto is the true and genuine corporate seal of said corporation and was affixed thereunto by said officers.

WITNESS my hand and official seal at Miami, said County and State on the day aforesaid.



Edward C. Hoyle
Notary Public, State of Florida
at Large

My Commission Expires:



JOINDER

The undersigned, Consolidated Bank, N.A., a National Banking Association, being the mortgagee of the Property described as "Dadeland Park" in the foregoing instrument entitled Amendment to Declaration of Covenants and Restrictions for Kings Creek Village, does hereby join in the execution of the foregoing instrument for the purpose of acknowledging its approval and consent to the terms and provisions set forth therein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 14th day of March, 1988.

Signed, Sealed and Delivered in the presence of:

CONSOLIDATED BANK, N.A., a National Banking Association

Arina Calante
WITNESS

By: Alfonso Rosselli
Alfonso Rosselli, Sr. Vice President

Arina Calante
WITNESS

Attest: Virginia Novela
Virginia Novela, Assistant Cashier

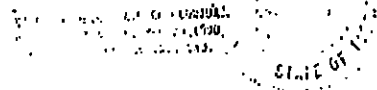
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this 14th day of March, 1988, before me, the undersigned authority, personally appeared Alfonso Rosselli and Virginia Novela to me known to be the persons who executed the foregoing instrument as Senior Vice President and Assistant Cashier, respectively, of CONSOLIDATED BANK, N.A., a National Banking Association, and each acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said Association, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said Association.

WITNESS MY HAND and official seal at Miami, said County and State on the date aforesaid.

Arina Calante
NOTARY PUBLIC, at Large

My Commission Expires:



OFF REC. 13714 PG 2994

OFF REC. 17867 PG 299

[SIGNATURES AND NOTARY PROVISION FOR MORE THAN 50%
OF MEMBERS OF KINGS CREEK VILLAGE ASSOCIATION]

0033 . 6h/9p

6

BLANKENB, BOLANOS, GRAYSON & SINGER, PROFESSIONAL ASSOCIATION
SUITE 700, MORRISAN BUILDING, 66 SOUTH BAY RESOUND AVENUE, MIAMI, FLORIDA 33131

JUL 28 AM 10:27

885272121

OFF. REC. 17867 PG 300

DEC. REC. 13765 PG 2387

SUPPLEMENT TO AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS CREEK VILLAGE ASSOCIATION

THIS SUPPLEMENT TO AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS CREEK VILLAGE ASSOCIATION made as of this 25 day of July, 1988.

WITNESSETH:

WHEREAS, a certain Amendment to Declaration of Covenants and Restrictions for Kings Creek Village was recorded on June 14, 1988 in Official Records Book 13714 at Page 2989, of the Public Records of Dade County, Florida (the "Amendment"); and

WHEREAS, it has come to the attention of the undersigned that the Exhibits referred to therein and intended to be attached thereto were not in fact attached to said Amendment due to inadvertence; and

WHEREAS, the property described as "Dadeland Park" in said Amendment has been platted, and certain developments have arisen with respect to the boundary wall or fence described in Paragraph 6 of the Amendment.

NOW THEREFORE, in consideration of the mutual premises herein contained, the undersigned parties do hereby ratify, acknowledge and confirm as follows:

1. Exhibits A, B, C, and D attached hereto are the Exhibits which are referred to in the Amendment and which were intended to be attached to said Amendment.
2. The plat of "Dadeland Park" which is specifically referred to in Paragraph 3 of the Amendment has been accepted and approved by Dade County, Florida, and is acknowledged to be the plat of Dadeland Park, according to the plat thereof, as recorded in Plat Book 134, at Page 14, of the Public Records of Dade County, Florida.
3. The Amendment to Declaration of Covenants and Restrictions for Kings Creek Village is in all other respects valid and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year shown hereinbelow.

Signed, Sealed and Delivered in the presence of:

[Handwritten signatures]

T&R BUILDING CONSTRUCTION CORP. (a Florida corporation)

BY: ROBERTO RUIZ, President

Attest: LUIS TRELLES, Secretary

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit

BY: JUNE L. MURPHY, President

Attest: DAVID J. REYNOLDS, Secretary

STATE OF FLORIDA }
COUNTY OF DADE } SS.

I HEREBY CERTIFY, that on this 25 day of July, 1988, before me, the undersigned authority personally appeared

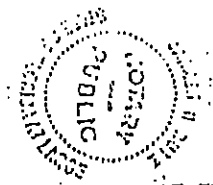
8700

REC: 1376502388

REC: 1786793 301

ROBERTO RUIZ, as President and LUIS TRELLES, as Secretary of T&R BUILDING CONSTRUCTION CORP., a Florida corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.



[Signature]
NOTARY PUBLIC, State of Florida at Large

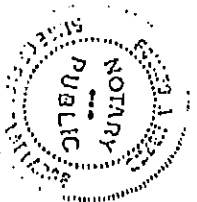
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 12, 1991
BORDCO THRU GENERAL LRS. UMD.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 18 day of July, 1988, before me, the undersigned authority, personally appeared Jose L. Ruiz and David Reynolds, to me known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit, and each acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.



[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 12, 1990
BORDCO THRU GENERAL LRS. UMD.

OFF. REC. 13765162389

OFF. REC. 1786716 302

Tract 10, KINGS CREEK SUBDIVISION, according to the Plat thereof,
as recorded in Plat Book 93, at Page 22, of the Public Records of
Dade County, Florida.

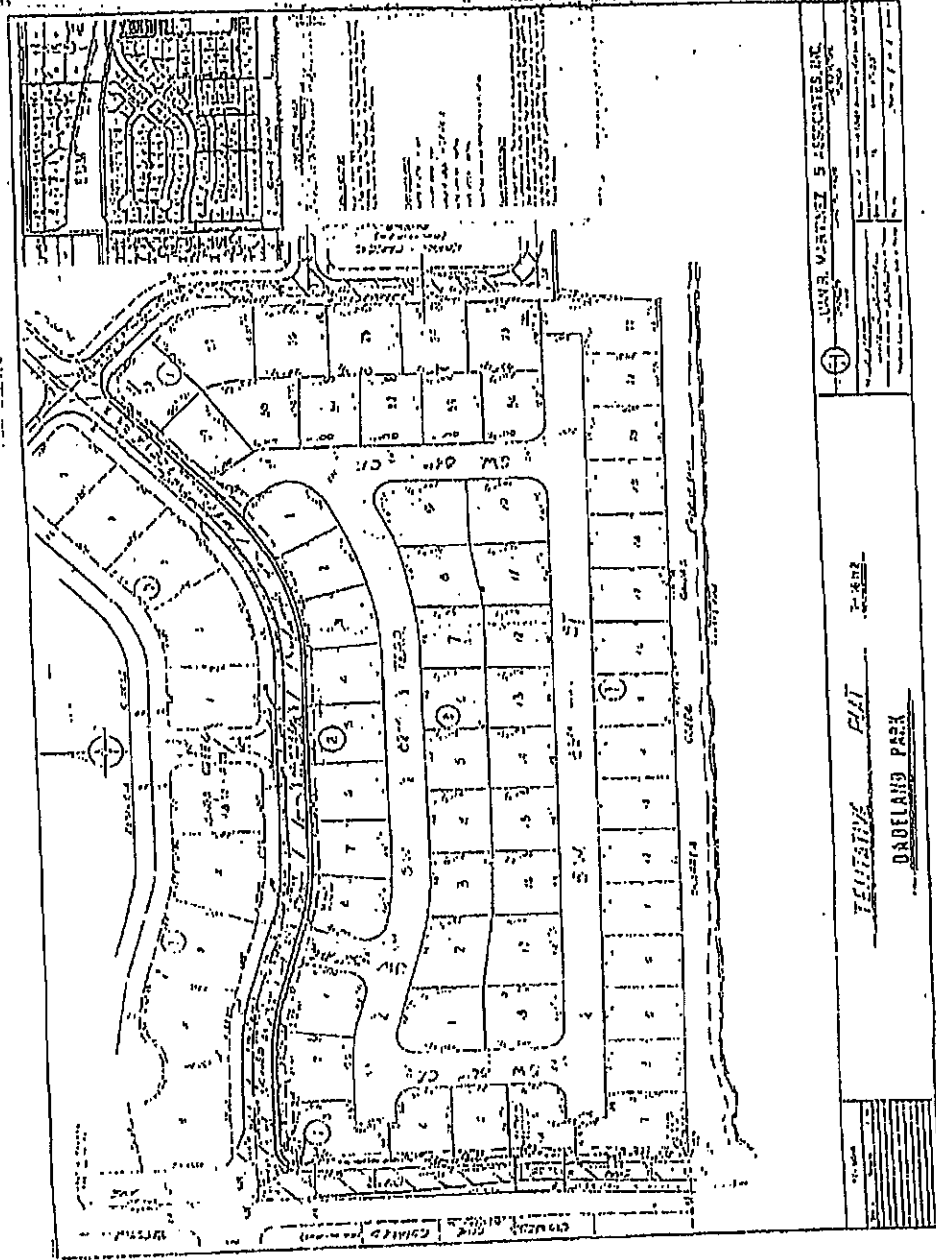
HP730

EXHIBIT A

BRASHER, BOLANOS, CHAYRON & SINGH, PROFESSIONAL ASSOCIATION
SUITE 700, INTERNATIONAL BUILDING, 35 N. WASHINGTON AVENUE, MIAMI, FLORIDA 33131

REF: 1376592390

REF: 1786793 303



LARRY WINTER 5 ASSOCIATES INC. ARCHITECTS 1000	
TEUTONIA FLAT DORELAND PARK	
...	

EXHIBIT B

ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
KINGS CREEK VILLAGE ASSOCIATION, INC.
(a Florida corporation not for profit)

1. Article IV of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety and the following is substituted in its stead:

(a) The Members shall consist of the property owners in Kings Creek Village and Dadeland Park, said property being described in Section (c) of this Article, and all such property owners shall be members of the Association. There shall be five (5) classes of members, as follows:

(1) Condominium members - All owners of residential condominium Units in Kings Creek Village.

(2) Single Family Residence members - All owners of single family residence Units in Kings Creek Village and in Dadeland Park.

(3) Townhouse members - All owners of townhouse Units in Kings Creek Village.

(4) Shopping Center member - The owner of the shopping center Unit in Kings Creek Village.

(5) Developer - The Babcock Company, its successors or assigns.

(b) "Developer", "owner", "Unit", and any other defined terms used herein, and elsewhere in these Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions, as amended from time to time.

(c) Kings Creek Village consists of that portion of Section 14, Township 54 South, Range 40 East, lying South of the proposed Southwest 60th Street Expressway and North of Snapper Creek Canal, Dade County, Florida. Dadeland Park consists of that property legally described in Exhibit "A" attached hereto and made a part hereof, and pictorially described in Exhibit "B" attached hereto and made a part hereof. The legal description of Dadeland Park is subject to modification to conform to any approved and accepted plat of Dadeland Park as set forth in that certain Amendment to Declaration of Covenants and Restrictions of Kings Creek Village dated _____, 1988.

2. Article V of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

(a) Subject to the restrictions and limitations hereinafter set forth, each Member shall have voting rights for election to the Board of Directors of the Association as follows:

EXHIBIT C

TO ARTICLES OF AMENDMENT
BLANKENB, BULLOCK, GRAYSON & NICHOLS, PROFESSIONAL ASSOCIATION
SUITE 720, INTERNATIONAL BUILDING, 25 NORTHWEST 30TH AVENUE, MIAMI, FLORIDA 33101

- Condominium Members - One-half (1/2) vote per Unit.
- Single Family Residence Members Including the Single Family Residence owners of Dadeland Park - One (1) vote per Unit.
- Townhouse Members - One (1) vote per Unit.
- Shopping Center Member - Thirty-four and one half (34.50) votes.

(b) The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration of Covenants and Restriction for Kings Creek Village, as amended from time to time, and as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

3. Article VI, Section (c) is hereby amended to add the following sentence thereto at the end of such Section:

The Owners of single family residence Units in Dadeland Park shall vote for and be represented by the single Director for the Single Family Residence class of Members, as described in this Article VI, Section (a) above.

4. Article X of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

These Articles may be altered, amended or repealed by Resolution of a majority of the Board of Directors. It is acknowledged that the "Developer" as defined in the Declaration of Covenants and Restrictions of Kings Creek Village and in the Articles of Incorporation of this corporation no longer has any interest in the property which is defined as Kings Creek Village. No amendment or modification affecting or relating to the matters described in Articles IV or VI hereof which adversely affects T&R Building Construction Corp., a Florida corporation ("T&R") shall be effective without the prior written consent of T&R, which consent may not be unreasonably withheld, so long as T&R is the owner of any property or Unit in Dadeland Park. Without in any way limiting T&R's rights hereunder, it shall be deemed reasonable for T&R to withhold consent to any such amendments which single out Dadeland Park or T&R for unequal treatment, or which disproportionately decrease the membership rights of Dadeland Park or other single family residence Units in Kings Creek Village or the number of directors on the Board of Directors of Kings Creek Village Association, Inc. who represent the Dadeland Park property or the single family residence Units in Kings Creek Village. "T&R" shall also mean and refer to any successors or assigns of T&R if any such successor or assign acquires any undeveloped portion of Dadeland Park from T&R for the purpose of development and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, in it acknowledged that any mortgagee of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgagee as a successor or assign of T&R, in the event such mortgagee acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

OFF. REC. 13765PG2393

OFF. REC. 17867PG 306

5. The foregoing Articles of Amendment were adopted, on _____, 1900.

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit

By: _____, President

By: _____, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this ___ day of _____, 1900, before me, the undersigned authority, personally appeared _____ and _____, to me known to be the President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, who executed the foregoing Articles of Amendment and acknowledged the execution of same for the purposes and uses therein expressed on behalf of said corporation and with full and due corporate authority.

WITNESS my hand and official seal at Miami, said County and State on the date aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

00114.5A/10p

REF. 13765M2394

REC. 17867M 307

Tract 10, KINGS CREEK SUBDIVISION, according to the Plat thereof,
as recorded in Plat Book 93, at Page 22, of the Public Records of
Dade County, Florida.

EXHIBIT A

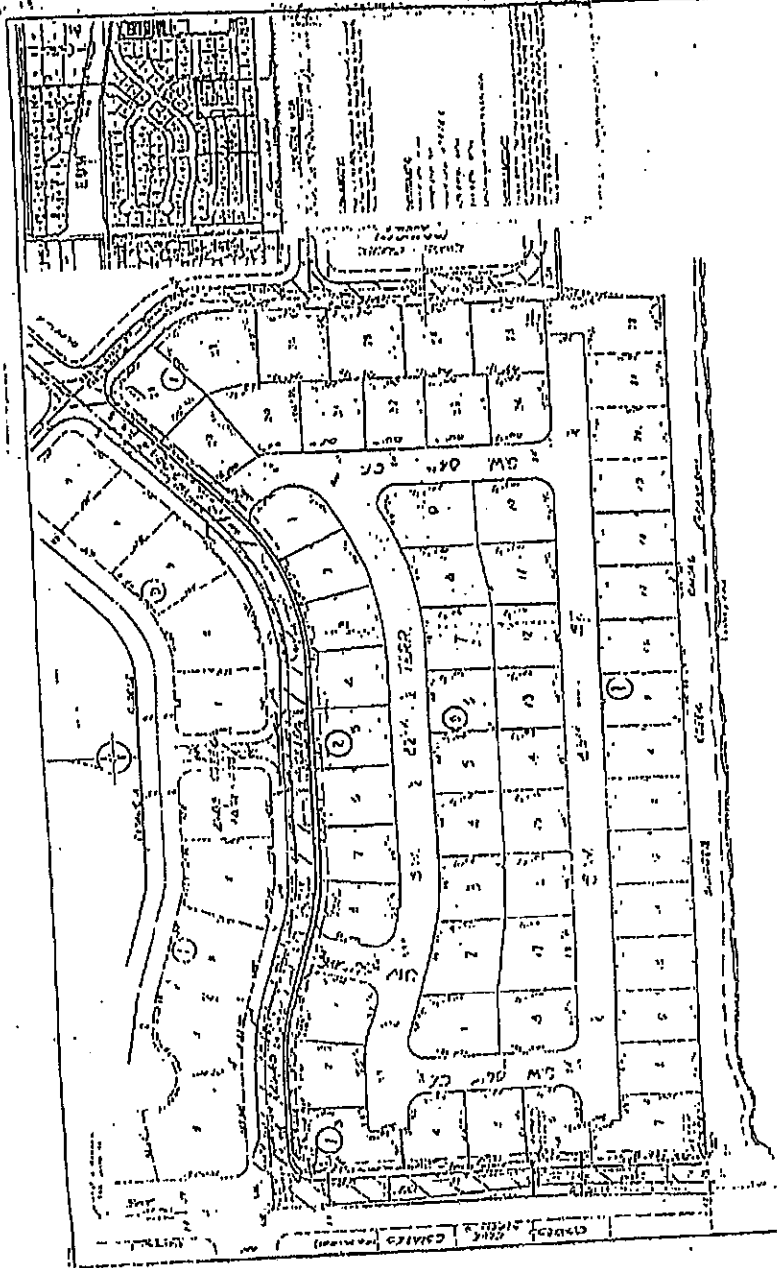
TO ARTICLES OF AGREEMENT

MP730

BLANKENB, BOLANDER, GRAYSON & SINGER, PROFESSIONAL ASSOCIATION
809 N. 7th St., Suite 200, Doral, FL 33126

REC: 13765PC2395

REC: 17867PC 308



ALVIN WATKINS & ASSOCIATES, INC.
 1000 ...
 7-582
 TENTATIVE PLAN
 DABELARD PARK

EXHIBIT B

TO ARTICLES OF INCORPORATION

REC: 13765P2396

REC: 17857P 309

EXHIBIT D

IN ARTICLES OF ASSOCIATION

AMENDMENT TO BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit, are hereby amended as follows:

1. The following paragraphs are hereby added at the end of Article IX of the By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit:

7. In connection with the addition of the "Dadeland Park" property to the property which is subject to the Declaration of Covenants and Restrictions of Kings Creek Village (the "Declaration"), it is acknowledged that the Association, by and through its Board of Directors, has approved the exterior elevations of single family residence Units which may be constructed by T&R BUILDING CONSTRUCTION CORP., a Florida corporation ("T&R") on the "Restricted Lots" (as defined in the Declaration Covenants and Restrictions of Dadeland Park dated _____, 1988), and copies of the plans for the proposed exterior elevations which have been approved are attached hereto as Composite Exhibit "A". Provided that the actual exterior elevations of single family residence Units to be constructed on said Restricted Lots are actually built in substantial conformity with the elevation plans attached as Composite Exhibit "A", no further approval of the Board of Directors or of the Maintenance or Architectural Control Committees shall be required prior to construction of said single family residence Units upon the Dadeland Park property (as defined in the Amendment to Declaration of Covenants and Restrictions for Kings Creek Village dated _____, 1988) by T&R, provided, however, that:

(a) Material modifications to such elevations shall require approval of the Architectural Control Committee as set forth in the By-Laws and in the rules and regulations of the Association; and

(b) T&R shall construct a fence along only the North boundary line of the Dadeland Park property as it adjoins or is contiguous to Kings Creek Drive, said fence to consist of substantially similar materials and color and to be of a similar height as the fence currently located along the South boundary line of Kings Creek Village on Kings Creek Drive. T&R shall not be required to provide landscaping around such fence. Said fence shall be located as close to Kings Creek Drive as is reasonably possible, subject to applicable set back restrictions, existing utility easements of record, and the requirements of governmental authorities having jurisdiction thereof. After completion of construction of said fence by T&R, the fence shall become a part of the common areas of Kings Creek Village and shall be maintained by the Association; and

(c) Two access drives for ingress and egress to the Dadeland Park property from Kings Creek Drive shall be constructed by T&R substantially as shown in Exhibit "B" attached hereto. There shall be no direct exit to Estancia Drive from the Dadeland Park property; and

(d) Except for the Restricted Lots, only after a certificate of occupancy has been issued with respect to any individual single family residence Unit in Dadeland Park, shall such Unit be governed by the provisions of Article VII of the Declaration. Thus, no architectural control shall be imposed upon Dadeland Park (except for the elevations of the Restricted Lots as set forth above) until a certificate of occupancy has been issued as to such Unit.

2. Notwithstanding any terms or provisions set forth in the Declaration or in these By-Laws to the contrary, it is acknowledged that the Dadeland Park property shall become subject to assessments of the Association only upon and as and when individual single family residence Units are conveyed by T&R to third party purchasers of such Units upon which single family residences have been constructed. As and when individual lots upon which such single family residence Units have been constructed are conveyed to third party purchasers or occupied by third parties (exclusive of model units), the Association assessments shall commence to accrue on the first (1st) day of the month following conveyance or occupancy with respect to such individual Unit, but not with respect to any other lots or Units which have not been so conveyed or occupied, and in conjunction with each such conveyance or occupancy, T&R or the purchaser or lessee shall be required to make a capital contribution in the amount of \$200.00 to the Association (such capital contribution shall be required only once for each Unit so conveyed or occupied). It is understood that conveyance of a constructed single family residence Unit(s) to any mortgagee of all or any portion of the Dadeland Park property from T&R as a result of foreclosure of such mortgage or by virtue of deed in lieu of foreclosure shall not constitute a conveyance or occupancy of such Unit(s) for purposes of triggering the capital contribution requirement or commencement of assessments under this Paragraph 2.

3. No amendment to these By-Laws adversely affecting T&R shall be effective without the advance written consent of T&R, which consent shall not be unreasonably withheld. It shall automatically be deemed reasonable for T&R to withhold its consent to any such amendment which purports to: increase the capital contribution of Two Hundred Dollars (\$200.00) per single family residence Unit; accelerate the time at which assessments of Dadeland Park property commence to accrue and be due and payable; increase the architectural control of the Dadeland Park property by the Association prior to issuance of certificates of occupancy for the respective single family residence Units beyond the limits set forth in Paragraph 7 above; require construction or maintenance of a boundary wall in connection with the Dadeland Park property beyond the parameters set forth in Paragraph 7(b) above; or otherwise to single out the Dadeland Park property or T&R for unequal treatment or to disproportionately change the voting interests, membership rights or representation of or assessments against the Dadeland Park property or other single family residence Units in the Association. For the purposes of the foregoing matters, "T&R" shall also be deemed to mean and refer to its successors or assigns, if any such successor or assign acquires all or any part of the undeveloped portion of Dadeland Park for development purposes, and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, it is acknowledged that any mortgagee of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgagee as a successor or assign of T&R, in the event such mortgagee acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

DEF. REC. 13765702398

DEF. REC. 1786778.311

4. The foregoing amendments to the By-Laws of the Kings Creek Village Association, Inc., a Florida corporation not for profit, were adopted on _____, 1988.

PRESIDENT

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1988, before me, the undersigned authority, personally appeared _____ and _____, as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida not for profit corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.

Notary Public, State of Florida
at Largo

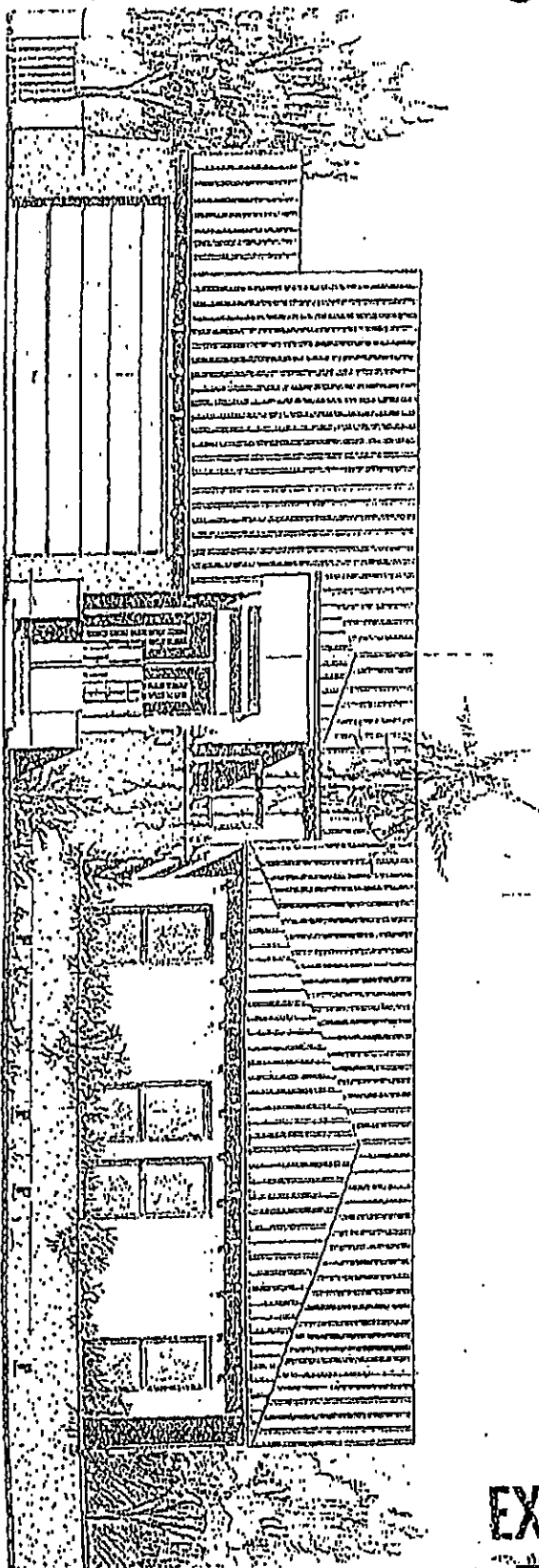
My Commission Expires:

0035.SM/11P

REC: 13765702399

REC: 1786700 312

FRONT ELEVATION
SCALE: 1/8" = 1' - 0"



MODEL A

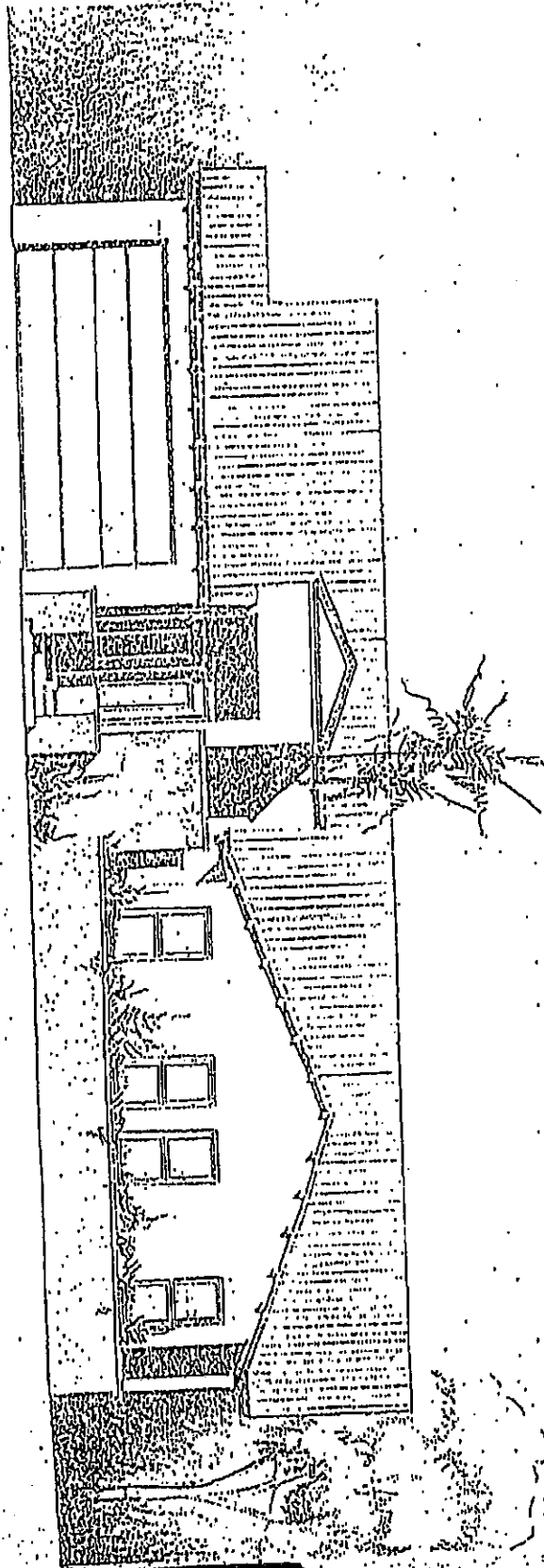
EXHIBIT A

IN ACCORDANCE TO BYLAW

OFF. REC. 13765102400

OFF. REC. 1786700 313

MODEL A-1

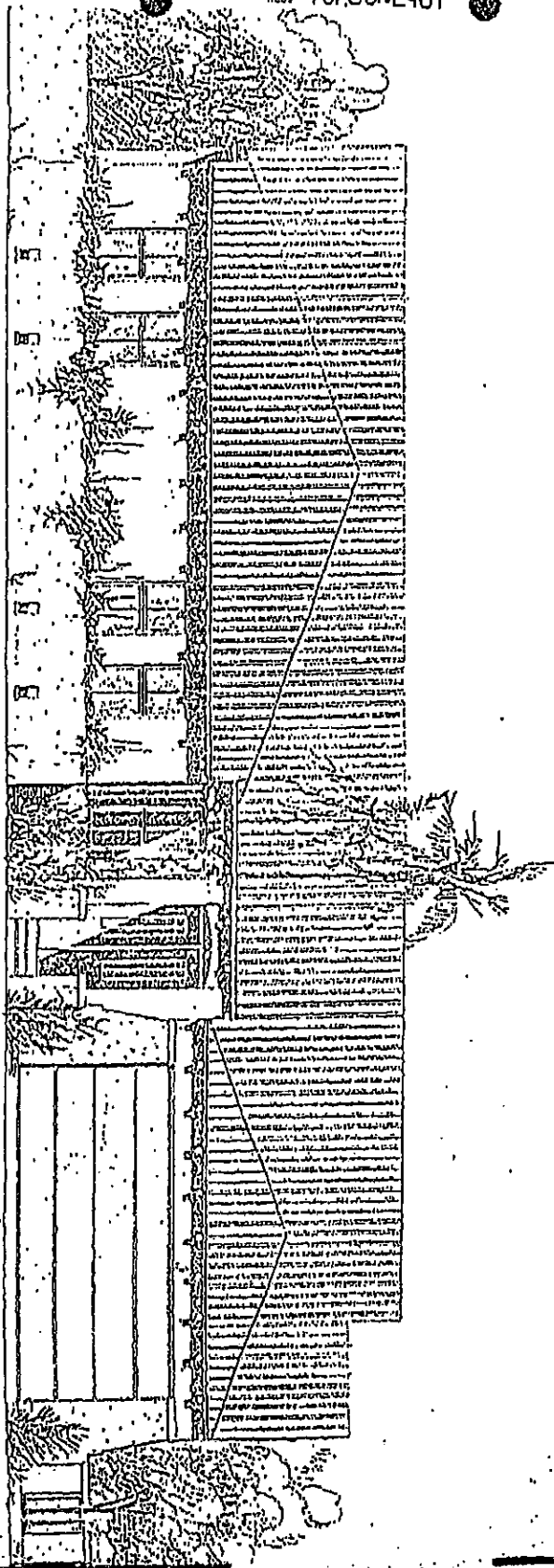


REC: 13765PG2401

REC: 17867PG 314

FRONT ELEVATION
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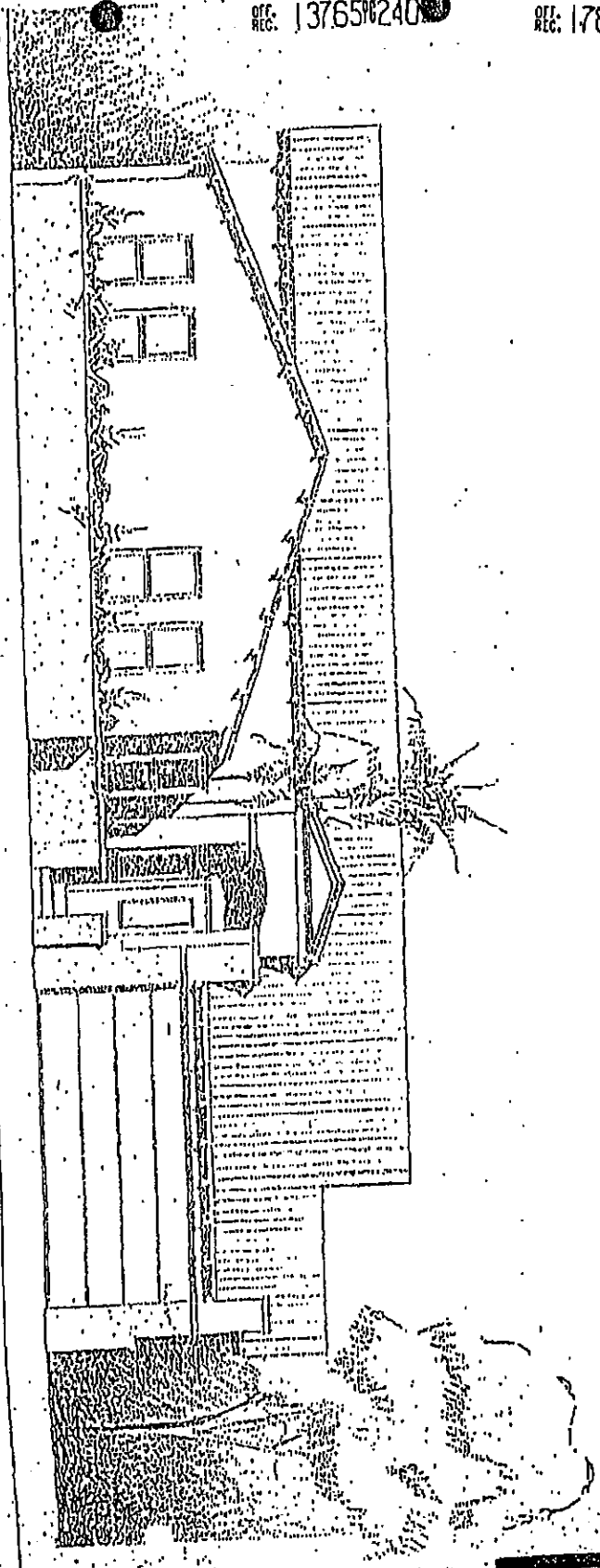
MODEL B



REG: 1376570240

REG: 17867PG 315

MODEL B-1

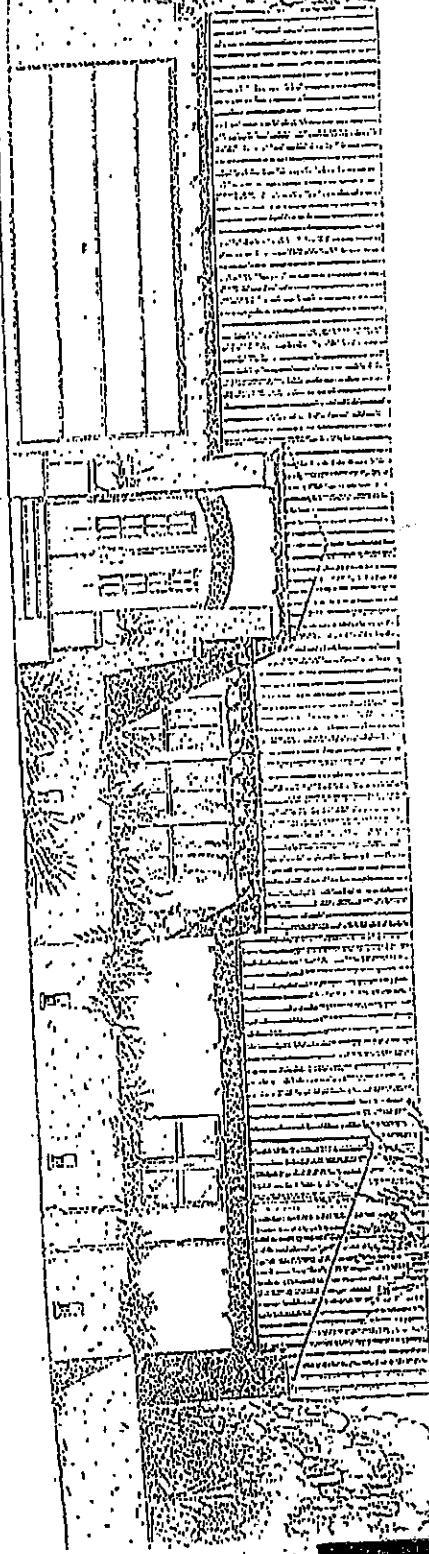


REC. 17867R 316

REC. 13765M2403

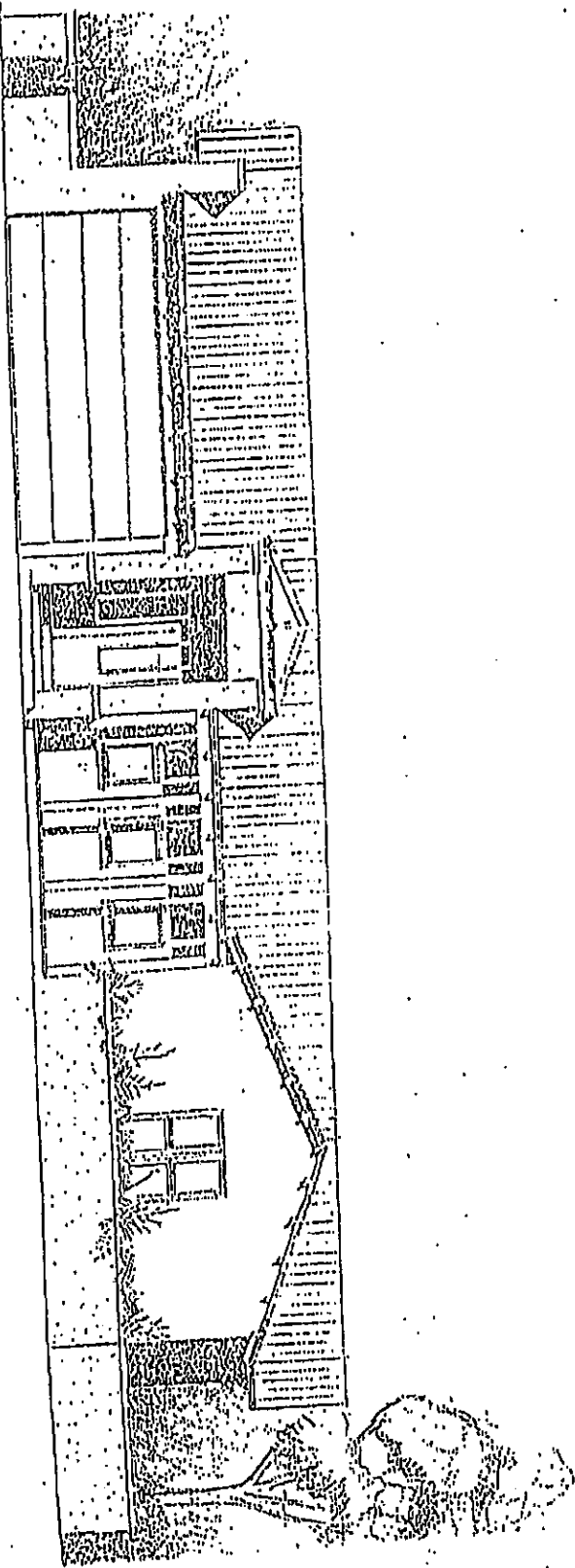
FRONT ELEVATION
SCALE: 1/8" = 1'-0"

MODEL C



REC: 137650240

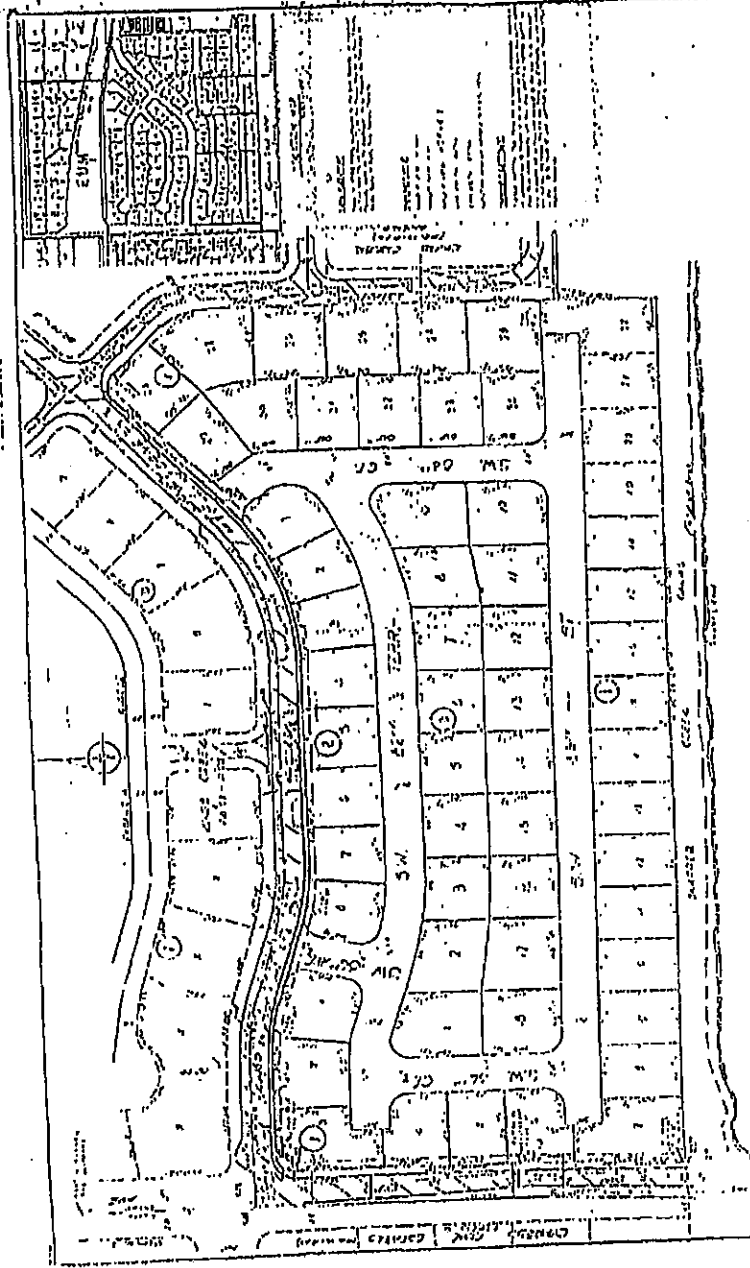
REC: 178670 317



MODEL C-1

REC: 13765P2405

REC: 17867PC 318



ALVAR MARTINEZ & ASSOCIATES, INC. 1000 N. W. 10th St. Miami, Florida 33136 Phone: 305-371-1111 Fax: 305-371-1112	
PROJECT NO. 17867PC SHEET NO. 318	DATE: 11/11/03 DRAWN BY: [Signature] CHECKED BY: [Signature]
TENTATIVE PLOT PLAN RADELAND PARK	
SCALE: AS SHOWN NORTH ARROW: [Symbol]	

APPROVED BY CLERK CIRCUIT COURT
 OF DALLA COUNTY, TEXAS
 RICHARD P. DRITNER
 CLERK CIRCUIT COURT

EXHIBIT B
 TO AMENDMENT TO BYLAWS

1988 SEP -8 PM 3:52

88R327732

REC: 1381676 601

REC: 1786776 319

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of Kings Creek Village Association, Inc., a Florida corporation not-for-profit, established in accordance with the Declaration of Covenants and Restrictions for Kings Creek Village dated November 15, 1971, recorded in Official Records Book 7475, at Page 59, of the Public Records of Dade County, Florida, hereby certify that the attached Articles of Amendment of the Articles of Incorporation of Kings Creek Village Association, Inc. and Amendment to By-Laws of Kings Creek Village Association, Inc. have been duly adopted by the Board of Directors of the Association on July 11, 1988.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the corporate seal of office this 2nd day of September, 1988.

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit

By: June L. McVeigh
JUNE L. McVEIGH, President
By: David J. Reynolds
DAVID J. REYNOLDS, Secretary

STATE OF FLORIDA)
) - ss:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared June L. McVeigh, President and David J. Reynolds, Secretary of Kings Creek Village Association, Inc., a Florida corporation not-for-profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and on behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 2 day of September, 1988.



Edward C. Apple
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

This instrument prepared by:
MARC A. KUPERMAN, Esquire
1320 South Dixie Highway
Suite 900
Coral Gables, FL 33146

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 17, 1990
S08000 INTRU GENERAL INS. UNDO.

73.5

REC: 13816PG 602

REC: 17867PG 320

ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
KINGS CREEK VILLAGE ASSOCIATION, INC.
(a Florida corporation not for profit)

1. Article IV of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety and the following is substituted in its stead:

(a) The Members shall consist of the property owners in Kings Creek Village and Dadeland Park, said property being described in Section (c) of this Article, and all such property owners shall be members of the Association. There shall be five (5) classes of members, as follows:

(1) Condominium members - All Owners of residential condominium Units in Kings Creek Village.

(2) Single Family Residence members - All Owners of single family residence Units in Kings Creek Village and in Dadeland Park.

(3) Townhouse members - All Owners of townhouse Units in Kings Creek Village.

(4) Shopping Center member - The Owner of the shopping center Unit in Kings Creek Village.

(5) Developer - The Babcock Company, its successors or assigns.

(b) "Developer", "Owner", "Unit", and any other defined terms used herein, and elsewhere in these Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions, as amended from time to time.

(c) Kings Creek Village consists of that portion of Section 34, Township 54 South, Range 40 East, lying South of the proposed Southwest 80th Street Expressway and North of Snapper Creek Canal, Dade County, Florida. Dadeland Park consists of that property legally described in Exhibit "A" attached hereto and made a part hereof, and pictorially described in Exhibit "B" attached hereto and made a part hereof. The legal description of Dadeland Park is subject to modification to conform to any approved and accepted plat of Dadeland Park as set forth in that certain Amendment to Declaration of Covenants and Restrictions of Kings Creek Village dated June 10, 1988.

2. Article V of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

(a) Subject to the restrictions and limitations hereinafter set forth, each Member shall have voting rights for election to the Board of Directors of the Association as follows:

- Condominium Members - One-half (1/2) vote per Unit.
- Single Family Residence Members including the Single Family Residence owners of Dadeland Park - One (1) vote per Unit.
- Townhouse Members - One (1) vote per Unit.
- Shopping Center Member - Thirty-four and one half (34.50) votes.

(b) The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration of Covenants and Restriction for Kings Creek Village, as amended from time to time, and as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

3. Article VI, Section (c) is hereby amended to add the following sentence thereto at the end of such Section:

The owners of single family residence Units in Dadeland Park shall vote for and be represented by the single Director for the Single Family Residence class of Members, as described in this Article VI, Section (a) above.

4. Article X of the Articles of Incorporation of Kings Creek Village Association, Inc. is hereby deleted in its entirety, and the following is substituted in its stead:

These Articles may be altered, amended or repealed by Resolution of a majority of the Board of Directors. It is acknowledged that the "Developer" as defined in the Declaration of Covenants and Restrictions of Kings Creek Village and in the Articles of Incorporation of this corporation no longer has any interest in the property which is defined as Kings Creek Village. No amendment or modification affecting or relating to the matters described in Articles IV or VI hereof which adversely affects T&R Building Construction Corp., a Florida corporation ("T&R") shall be effective without the prior written consent of T&R, which consent may not be unreasonably withheld, so long as T&R is the owner of any property or Unit in Dadeland Park. Without in any way limiting T&R's rights hereunder, it shall be deemed reasonable for T&R to withhold consent to any such amendments which single out Dadeland Park or T&R for unequal treatment, or which disproportionately decrease the membership rights of Dadeland Park or other single family residence Units in Kings Creek Village or the number of directors on the Board of Directors of Kings Creek Village Association, Inc. who represent the Dadeland Park property or the single family residence Units in Kings Creek Village. "T&R" shall also mean and refer to any successors or assigns of T&R if any such successor or assign acquires any undeveloped portion of Dadeland Park from T&R for the purpose of development and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, it is acknowledged that any mortgage of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgage as a successor or assign of T&R, in the event such mortgage acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

OFF. REC. 1381616 604

REC. 1786718 322

5. The foregoing Articles of Amendment were adopted on July 11, 1988.

KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit

By: June L. McVeigh, President

By: David S. Reynolds, Secretary

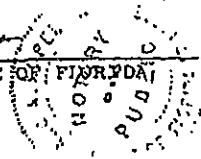


STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this 11 day of July, 1988, before me, the undersigned authority, personally appeared JUNE L. McVEIGH and DAVID S. REYNOLDS, to me known to be the President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, who executed the foregoing Articles of Amendment and acknowledged the execution of same for the purposes and uses therein expressed on behalf of said corporation and with full and due corporate authority.

WITNESS my hand and official seal at Miami, said County and State on the date aforesaid.

Alan A. Reynolds
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



My Commission Expires:
Kenny Postle, State of Florida At Large
My Commission Expires Mar. 22, 1991
Bonded thru Maynard Bonding Agency

00314.SA/10p

REC: 13816PG 605

REC: 17867PG 323

Tract 10, KINGS CREEK SUBDIVISION, according to the Plat thereof,
as recorded in Plat Book 93, at Page 32, of the Public Records of
Dade County, Florida.

EXHIBIT A

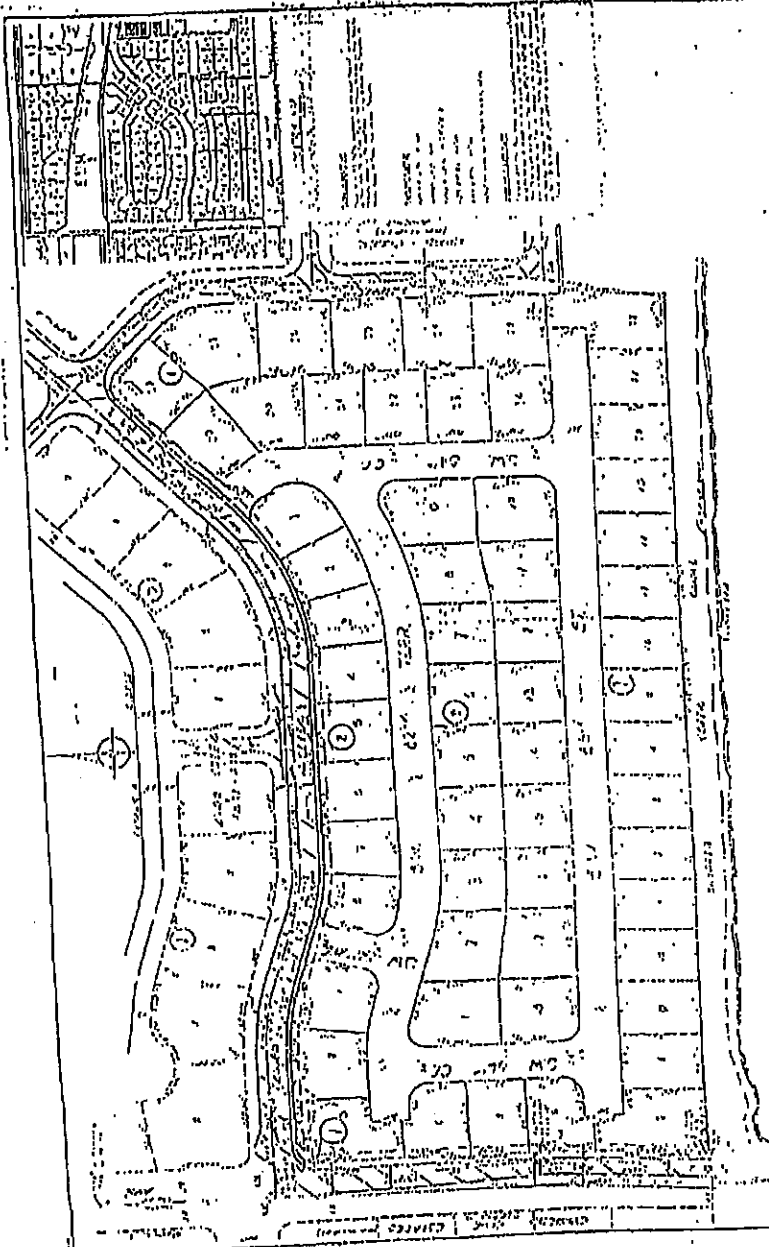
TO ARTICLES OF AGREEMENT

Mp730

BLANKING, PALM BEACH COUNTY, FLORIDA, PROFESSIONAL ADMINISTRATIVE
SERVICES, INC., 7100, INTERNATIONAL BOULEVARD, SUITE 200, PALM BEACH, FLORIDA 33480

REC: 13816PC 606

REC: 17867PC 324



NORTH WESTLAND ASSOCIATES, INC. 1000 WEST 10TH AVENUE DENVER, COLORADO 80202	
PROJECT: <u>FLAT</u>	
SHEET: <u>2-433</u>	
DATE: <u>1982</u>	
DRAWN BY: <u>CHADLER</u>	
CHECKED BY: <u>CHADLER</u>	
SCALE: <u>AS SHOWN</u>	
NOTES:	

EXHIBIT B

TO: ATTORNEY AT LAW

REC: 1381676 607

REC: 1786776 325

AMENDMENT TO BY-LAWS
OF
KINGS CREEK VILLAGE ASSOCIATION, INC.

The By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit, are hereby amended as follows:

1. The following paragraphs are hereby added at the end of Article IX of the By-Laws of Kings Creek Village Association, Inc., a Florida corporation not for profit:

7. In connection with the addition of the "Dadeland Park" property to the property which is subject to the Declaration of Covenants and Restrictions of Kings Creek Village (the "Declaration"), it is acknowledged that the Association, by and through its Board of Directors, has approved the exterior elevations of single family residence Units which may be constructed by T&R BUILDING CONSTRUCTION CORP., a Florida corporation ("T&R") on the "Restricted Lots" (as defined in the Declaration Covenants and Restrictions of Dadeland Park dated March 31, 1988), and copies of the plans for the proposed exterior elevations which have been approved are attached hereto as Composite Exhibit "A". Provided that the actual exterior elevations of single family residence Units to be constructed on said Restricted Lots are actually built in substantial conformity with the elevation plans attached as Composite Exhibit "A", no further approval of the Board of Directors or of the Maintenance or Architectural Control Committees shall be required prior to construction of said single family residence Units upon the Dadeland Park property (as defined in the Amendment to Declaration of Covenants and Restrictions for Kings Creek Village dated June 10, 1988) by T&R, provided, however, that:

(a) Material modifications to such elevations shall require approval of the Architectural Control Committee as set forth in the By-Laws and in the rules and regulations of the Association; and

(b) T&R shall construct a fence along only the North boundary line of the Dadeland Park property as it adjoins or is contiguous to Kings Creek Drive, said fence to consist of substantially similar materials and color and to be of a similar height as the fence currently located along the South boundary line of Kings Creek Village on Kings Creek Drive. T&R shall not be required to provide landscaping around such fence. Said fence shall be located as close to Kings Creek Drive as is reasonably possible, subject to applicable set back restrictions, existing utility easements of record, and the requirements of governmental authorities having jurisdiction thereof. After completion of construction of said fence by T&R, the fence shall become a part of the common areas of Kings Creek Village and shall be maintained by the Association; and

(c) Two access drives for ingress and egress to the Dadeland Park property from Kings Creek Drive shall be constructed by T&R substantially as shown in Exhibit "B" attached hereto. There shall be no direct exit to Estancia Drive from the Dadeland Park property; and

4650

(d) Except for the Restricted Lots, only after a certificate of occupancy has been issued with respect to any individual single family residence Unit in Dadeland Park, shall such Unit be governed by the provisions of Article VII of the Declaration. Thus, no architectural control shall be imposed upon Dadeland Park (except for the elevations of the Restricted Lots as set forth above) until a certificate of occupancy has been issued as to such Unit.

2. Notwithstanding any terms or provisions set forth in the Declaration or in these By-Laws to the contrary, it is acknowledged that the Dadeland Park property shall become subject to assessments of the Association only upon and as and when individual single family residence Units are conveyed by T&R to third party purchasers of such Units upon which single family residences have been constructed. As and when individual lots upon which such single family residence Units have been constructed are conveyed to third party purchasers or occupied by third parties (exclusive of model units), the Association assessments shall commence to accrue on the first (1st) day of the month following conveyance or occupancy with respect to such individual Unit, but not with respect to any other lots or Units which have not been so conveyed or occupied, and in conjunction with each such conveyance or occupancy, T&R or the purchaser or lessee shall be required to make a capital contribution in the amount of \$200.00 to the Association (such capital contribution shall be required only once for each Unit so conveyed or occupied). It is understood that conveyance of a constructed single family residence Unit(s) to any mortgagee of all or any portion of the Dadeland Park property from T&R as a result of foreclosure of such mortgage or by virtue of deed in lieu of foreclosure shall not constitute a conveyance or occupancy of such Unit(s) for purposes of triggering the capital contribution requirement or commencement of assessments under this Paragraph 2.

3. No amendment to these By-Laws adversely affecting T&R shall be effective without the advance written consent of T&R, which consent shall not be unreasonably withheld. It shall automatically be deemed reasonable for T&R to withhold its consent to any such amendment which purports to: increase the capital contribution of Two Hundred Dollars (\$200.00) per single family residence Unit; accelerate the time at which assessments of Dadeland Park property commence to accrue and be due and payable; increase the architectural control of the Dadeland Park property by the Association prior to issuance of certificates of occupancy for the respective single family residence Units beyond the limits set forth in Paragraph 7 above; require construction or maintenance of a boundary wall in connection with the Dadeland Park property beyond the parameters set forth in Paragraph 7(b) above; or otherwise to single out the Dadeland Park property or T&R for unequal treatment or to disproportionately change the voting interests, membership rights or representation of or assessments against the Dadeland Park property or other single family residence Units in the Association. For the purposes of the foregoing matters, "T&R" shall also be deemed to mean and refer to its successors or assigns, if any such successor or assign acquires all or any part of the undeveloped portion of Dadeland Park for development purposes, and is designated as a successor or assign by T&R. T&R's "successors" or "assigns" shall not mean an owner of fewer than five (5) lots in Dadeland Park. However, it is acknowledged that any mortgagee of all or any portion of the Dadeland Park property from T&R shall automatically be deemed as a successor or assign of T&R without the need for any specific designation of such mortgagee as a successor or assign of T&R, in the event such mortgagee acquires title to the said property by foreclosure of its mortgage or by virtue of deed in lieu of foreclosure.

REF. REC: 13816PC 609

REC: 17867PC 327

4. The foregoing amendments to the By-Laws of the Kings Creek Village Association, Inc., a Florida corporation not for profit, were adopted on July 11, 1988.

James L. McHugh
PRESIDENT

David J. Reynolds
SECRETARY

STATE OF FLORIDA }
 } SS:
COUNTY OF DADE }

I HEREBY CERTIFY, that on this 11th day of July, 1988, before me, the undersigned authority, personally appeared James L. McHugh and David J. Reynolds, as President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida not for profit corporation, who acknowledged before me that they executed the foregoing document for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation.

WITNESS my hand and official seal at Miami, said County and State.

William A. Reynolds
Notary Public, State of Florida
at Large

My Commission Expires:

State of Florida At Large
My Commission Expires Mar. 22, 1991
Bonded thru Maynard Bonding Agency

0035.SH/11p

REF: 13816M 610

REF: 17867M 328

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

MODEL A

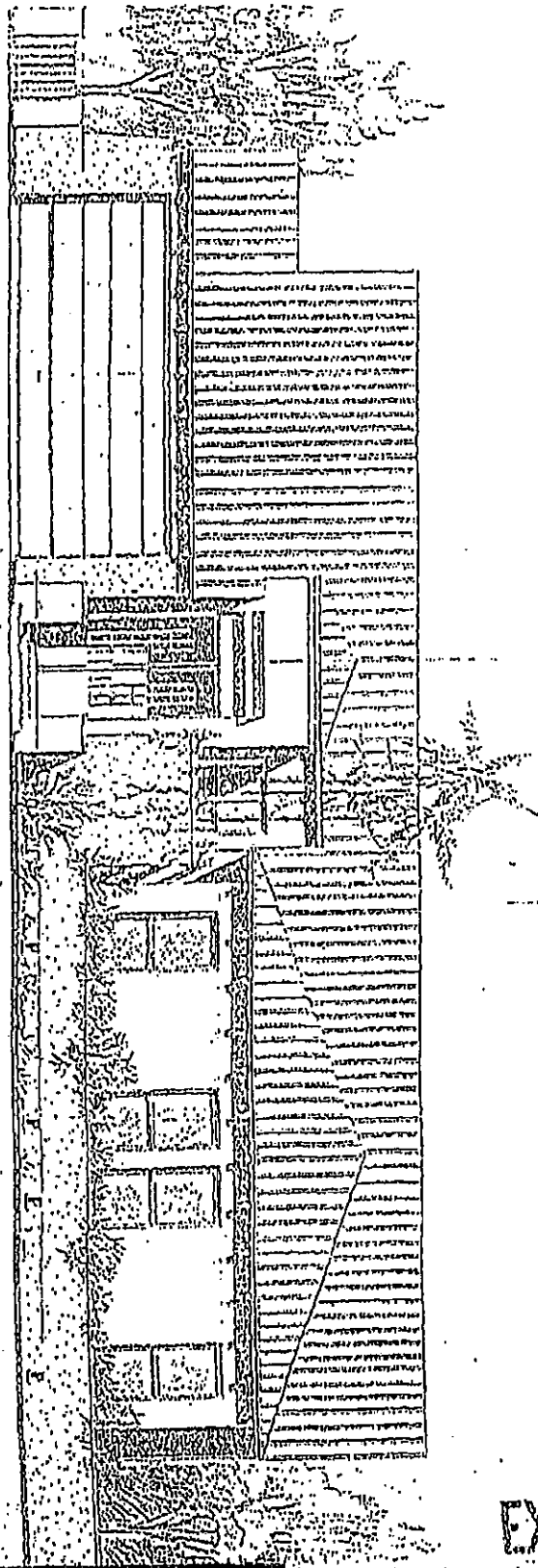
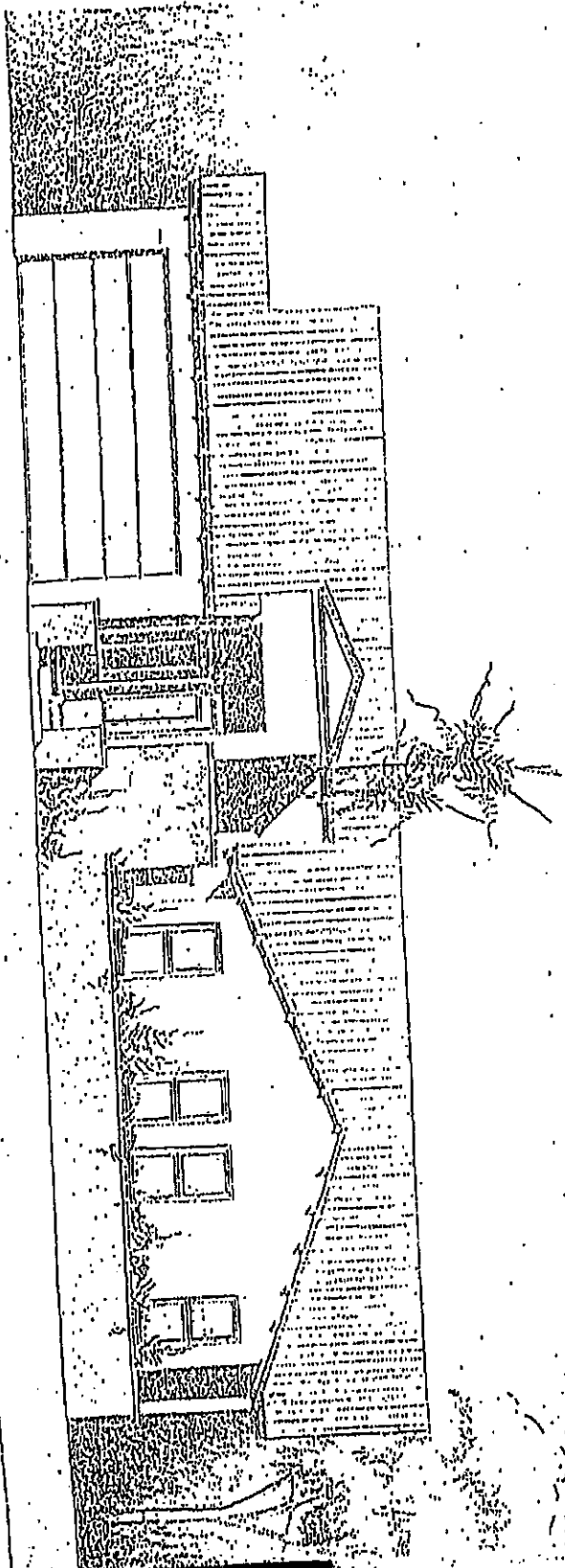


EXHIBIT A

REF: 1381670 611

REF: 17867 PG 329



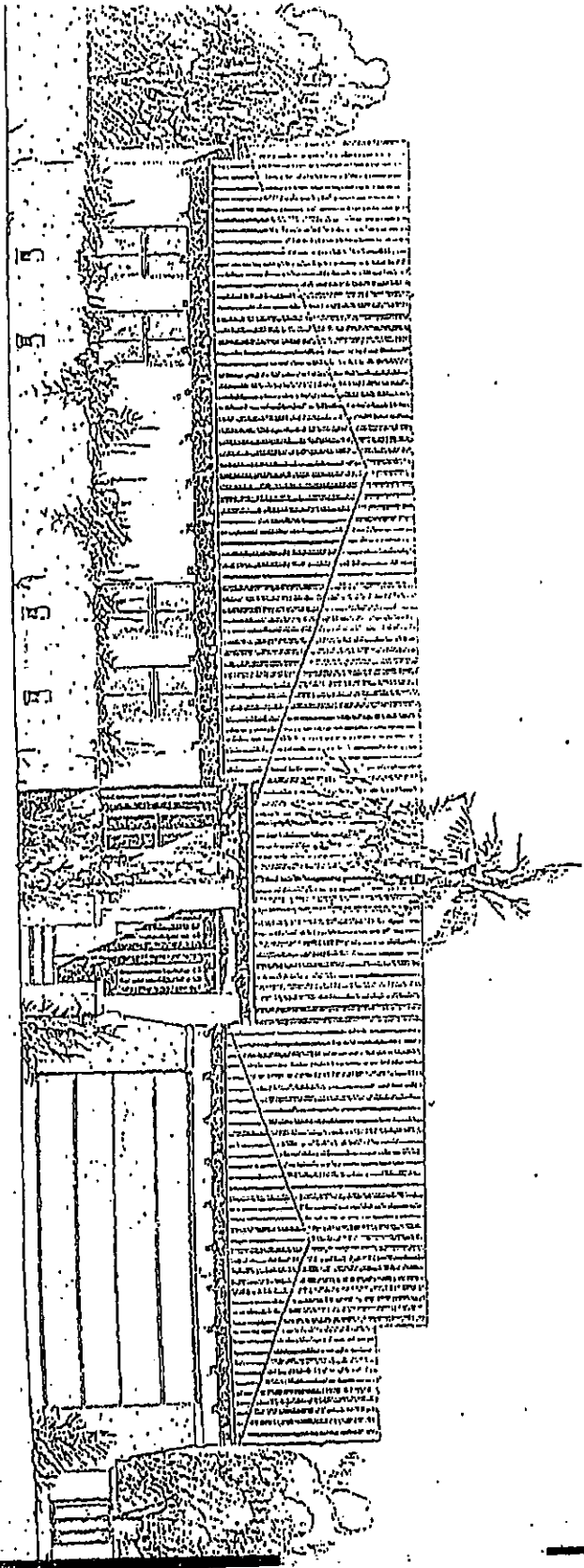
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REC: 13816P 612

REC: 17867M 330

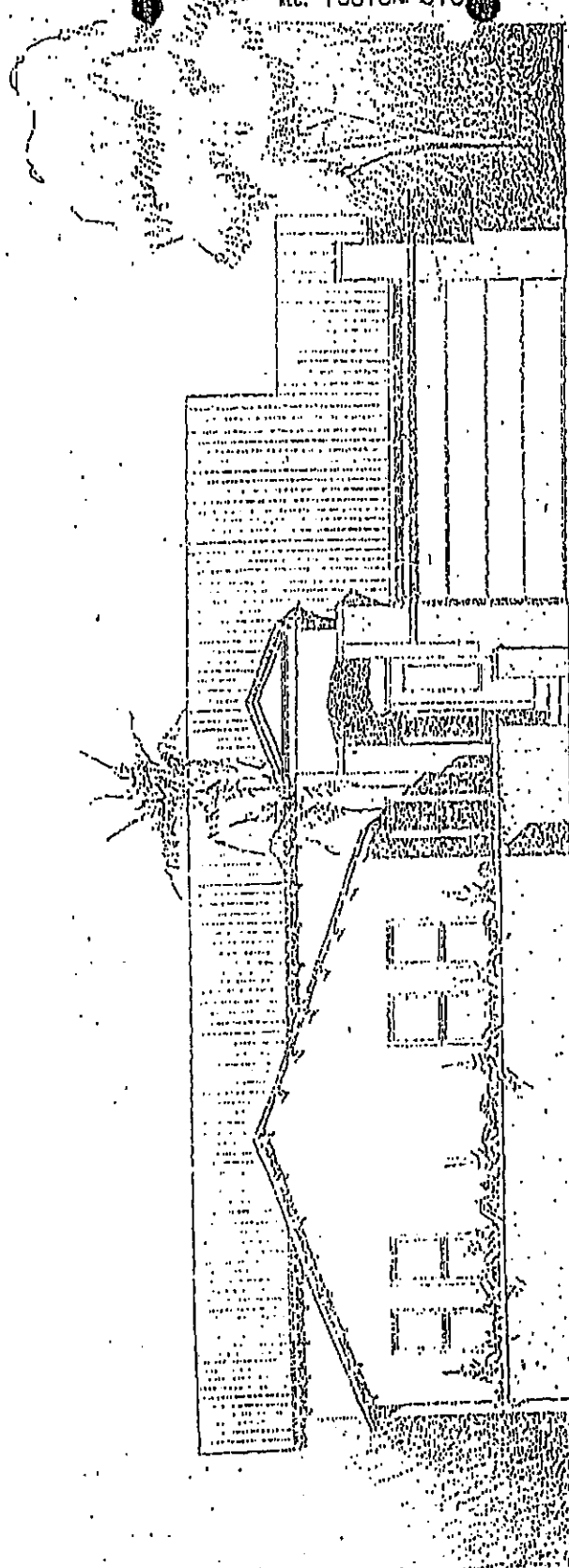
FRONT ELEVATION
SCALE: 1/4" = 1'-0"

MODEL B



REC: 138167 613

REC: 178677 331



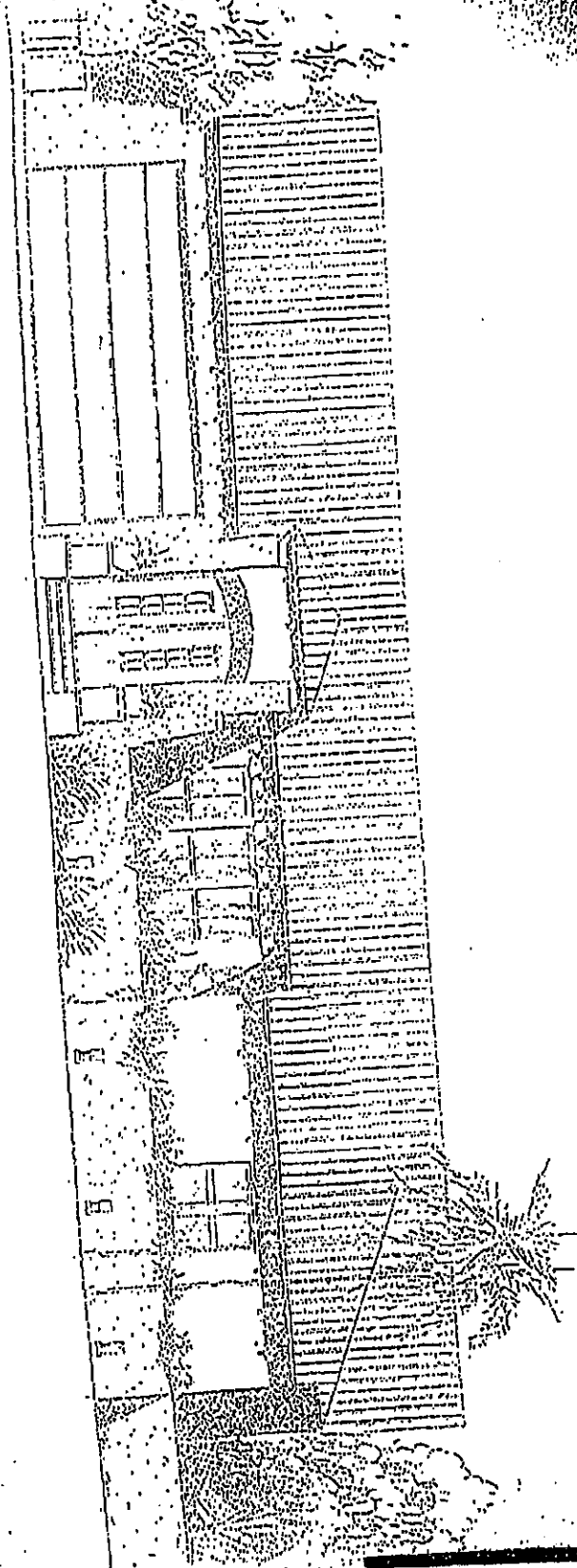
MODEL B-1

REC-1786770 332

OFF. REC. 1381670 614

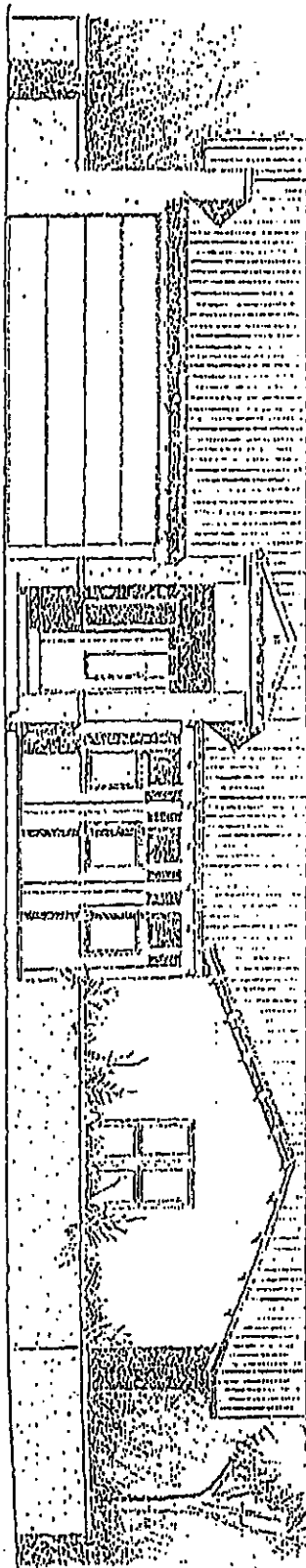
FRONT ELEVATION
SCALE 1/8" = 1'-0"

MODEL C



REC: 138167 615

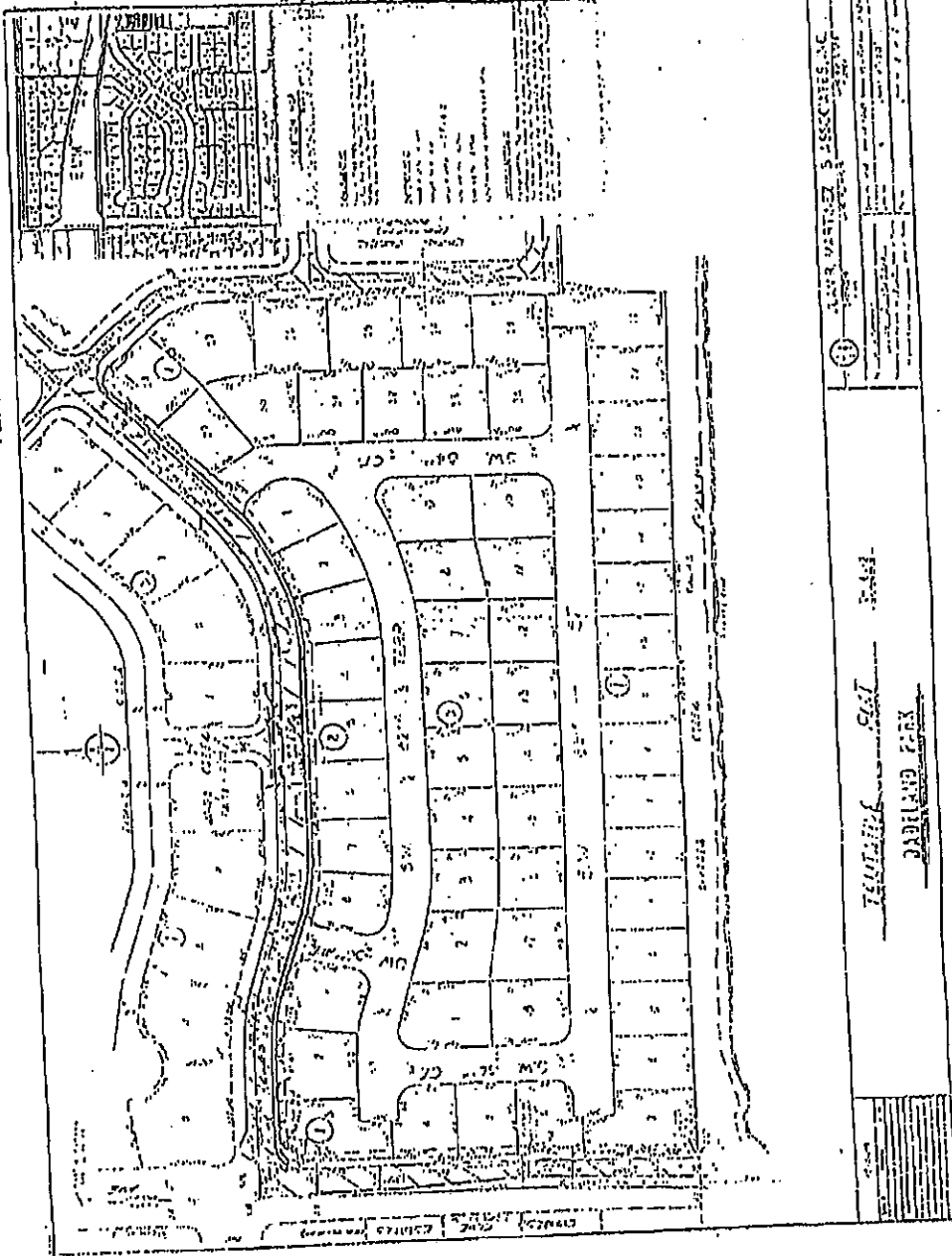
REC: 178677 333



MODEL C-1

REC: 1381688 616

OFF. REC: 1786796 334



PLANNED BY ENGINEER DATE	PLANNED BY ENGINEER DATE
PLANNED BY ENGINEER DATE	PLANNED BY ENGINEER DATE

RECORDED IN OFFICIAL RECORDS BOOK
 OF BAY COUNTY, FLORIDA
 RECORD NUMBER
 RICHARD T. BRINCKER
 CLERK CIRCUIT COURT

EXHIBIT B
 TO INSTRUMENT NO. 242405

OFF. REC. 1638912613

REC. 178670 335

94R272557 1994 JUN 04 10:23

CERTIFICATE OF AMENDMENT
TO
BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby certify that the following amendment to the By-Laws of Kings Creek Village Association, Inc., has been duly adopted by the Board of Directors of the Association, all in accordance with the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article VI 2.(c)(4) (Powers and Duties of the Board of Directors), be amended as follows:

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

(4) Camino Circle Condominium Association, Inc., Camino Court Condominium Association, Inc., The Village of Kings Creek Condominium Association, Inc., and Kings Creek Village Townhouse Association, Inc., (collectively or individually referred to as Sub-Association(s)) are expressly delegated the responsibility and obligation to collect Association assessments from members owning units in the respective Sub-Associations and to promptly remit all assessments due the Association to it by the tenth day of each month. Further, in the event any assessment is not promptly paid by a unit owner within the respective Sub-Associations, the Association hereby grants to the respective Sub-Association the right and power to impose a lien on said unit and to enforce such lien in the manner provided in the Declaration of Covenants and Restrictions and in the documents of each respective Sub-Association. ~~Effective January 1, 1987 any reimburse assessments advanced by a Sub-Association on behalf of a unit subsequently foreclosed shall, upon issuance of the Certificate of Title by the Clerk of the Circuit Court of Dade County, Florida, be reimbursed by the Association in an amount equal to the principal sum advanced, together with interest at the prevailing checkbook rate, on an annual adjusted basis.~~

OFF. REC: 16389P2614

OFF. REC: 17867P 336

If any Sub-Association has advanced assessments on behalf of a unit which is subsequently foreclosed by a superior mortgage, the Association shall reimburse said Sub-Association in an amount equal to the principal sum advanced by the Sub-Association, together with interest at the prevailing checkbook rate, on an annual adjusted basis. However, it is the intent of the Association to reimburse a Sub-Association only in the event the Sub-Association sustains an actual financial loss as a result of and incidental to the foreclosure of a unit. Therefore, the principal sum reimbursed to the Sub-Association shall be reduced by any rental income or other moneys received by the Sub-Association on account of said unit. Entitlement for such reimbursement shall occur upon issuance of a Certificate of Title to said unit to said superior mortgagee by the Clerk of the Circuit Court of Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 17 day of May, 1994.



Rina Cohan-Diaz
RINA COHAN-DIAZ, President

Shirley Taxay
SHIRLEY TAXAY, Secretary

REC: 1638902615

REC: 178670 337

STATE OF FLORIDA)
COUNTY OF DADE) OR

BEFORE ME, the undersigned authority, this day personally appeared RINA COHAN-DIAZ and SHIRLEY TAXAY, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation, not for profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation and for and upon behalf of said corporation, and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 17 day of May, 1994.

Edward H. Hopke

Notary Public, State of Florida at Large

EDWARD H. HOPKE

Printed name of Notary Public

My Commission Expires:

OFFICIAL NOTARY SEAL
Edward H. Hopke
Notary Public State of Florida
Commission No. CC353858
My Commission Exp. Apr. 12, 1998

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

REPRODUCED FROM OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

This instrument prepared by:

Marc A. Kuperman, Esquire
1320 South Dixie Highway
Suite 1180
Coral Gables, FL 33146

01116 M.
20877PG4655

02R7S366B 2002 DEC 16 16:56

CERTIFICATE OF AMENDMENT
TO
BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

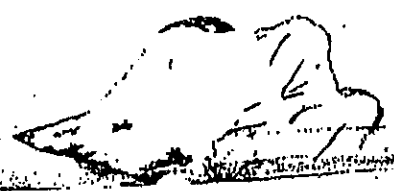
The undersigned President and Secretary of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, which is legally described on Exhibit "A" attached hereto and which was established pursuant to the Declaration of Covenants and Restrictions for Kings Creek Village recorded in Official Records Book 7475 at Page 59 of the Public Records of Dade County, Florida, hereby certify that the following amendment to the By-Laws of Kings Creek Village Association, Inc. has been duly adopted by the Board of Directors of the Association, all in accordance with the Articles of Incorporation and the provisions of Article XII of the By-Laws of Kings Creek Village Association, Inc.:

RESOLVED, that Article V (Election of Directors; Nominating and Election Committee) be amended to provide as follows:

ARTICLE V

ELECTION OF DIRECTORS; NOMINATING & ELECTION COMMITTEE

- ~~1. Nominations for election of Board members may be made by a Nominating Committee appointed by the Board.~~
- ~~2. The Developer shall, within fourteen (14) days of the date set in Article III(4) of these By-Laws for determining the number of votes each member shall have in each year, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date set in Article III(4) the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Members.~~
- ~~3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Petitions for nominees shall be accepted if signed by either fifteen (15) members of the class involved or by one-third (1/3) of the membership of the class, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.~~
- ~~4. All elections to the Board of Directors shall be made on written ballots which shall~~



20877PG4656

(a) describe the vacancies to be filled by class of members entitled to vote for the seat to be filled and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancies and the names of those appointed to the Board by the Developer. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws:

5. ~~The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of such ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an Election Committee.~~

1. The unit owners of the respective sub-associations, Kings Creek Village Townhouse Association, Inc., Camino Court Condominium Association, Inc., Camino Circle Condominium Association, Inc. and The Village of Kings Creek Condominium Association, Inc. shall elect directors from their respective associations to the Board of Directors of the Association in accordance with the procedure set forth herein.

2. The elections shall be conducted by each sub-association at its own cost and expense sufficiently prior to the annual meeting of Kings Creek Village Association, Inc. so that all members elected to the Board of Directors of the Association can take office at the annual meeting.

3. The election shall be decided by a plurality of ballots cast by the unit owners of each sub-association. Not less than sixty (60) days before the scheduled election, each sub-association shall mail or deliver to each unit owner entitled to a vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board of Directors of the Association must give written notice to the sub-association in which they are a member not less than forty (40) days before the scheduled election. A second notice of the election shall be mailed or delivered to all unit owners entitled to vote together with a ballot which shall list all of the candidates. Additionally, at the request of the candidate, the sub-association shall also include an information sheet with the ballot.

4. There shall be no quorum requirement, however, at least 20% of the eligible voters of each sub-association must cast a ballot in order to have a valid election of members to the Board

20877PG4657

of Directors.

5. No unit owner shall permit any other person to vote his or her ballot and any such ballot improperly cast shall be deemed invalid by the sub-association.

6. In the event a sub-association does not hold its election sufficiently prior to the annual meeting of Kings Creek Village Association, Inc. so that all members elected from said sub-association can take office at the annual meeting, or in the event a sub-association does not properly hold its election in accordance with the procedure set forth in this Article, the Association will then conduct the election on behalf of the sub-association and at the expense of said sub-association. In such event, the sub-association will not have representation on the Board of Directors following the expiration of its prior directors' term until such time as the new directors are elected at the election conducted by the Association.

7. The secretary of each sub-association shall furnish the names of the newly elected directors from each sub-association to the Secretary of Kings Creek Village Association, Inc. no later than seven (7) days prior to the date of the annual meeting.

8. Election of the director from the single family homes shall follow the same procedure as with the sub-associations, with the exception that said election shall be conducted in all respects by Kings Creek Village Association, Inc.

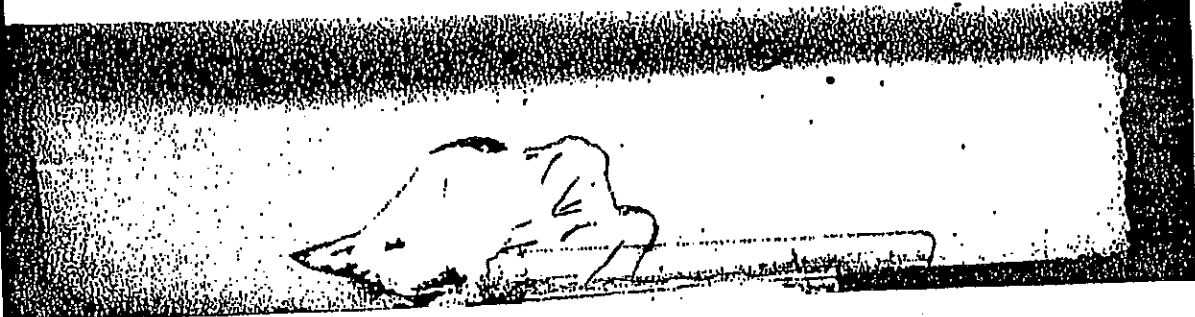
9. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 2nd day of December, 2002.

R. Philip Seipp
R. PHILIP SEIPP, President
Shirley Taxay
SHIRLEY TAXAY, Secretary

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this day personally appeared R. PHILIP SEIPP and SHIRLEY TAXAY, President and Secretary, respectively, of KINGS CREEK VILLAGE ASSOCIATION, INC., a Florida corporation not for profit and known to me to be the persons who,



20877PG4658

as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation, they produced their drivers' licenses as identification, they did not take an oath and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal of office this 2nd day of December, 2002.

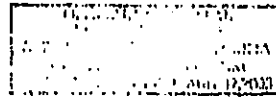
Marc A. Kuperman

Notary Public, State of Florida

MARC A. KUPERMAN

Printed name of Notary

My Commission Expires:



This instrument prepared by:
Marc A. Kuperman, Esquire
7685 S. W. 104th Street
Suite 210
Miami, FL 33136



DESCRIPTION

17867 PG 260

20877PG4659

a portion of the Southeast 1/4, a portion of the Southwest 1/4 and a portion of the West 1/4 of Section 34, Township 25 South, Range 10 East, Dade County, Florida, being particularly described as follows:

Begin at the West 1/4 corner of said Section 34; thence run South 89 degrees 48 minutes 00 seconds East, along the North line of the Southwest 1/4 of said Section 34, for 35.00 feet to Point of Beginning; thence run North 0 degrees 00 minutes 09 seconds West, along a line parallel with and 35.00 feet East of as measured at right angles to the West line of the West 1/4 of said Section 34, for 35.00 feet; thence run South 89 degrees 48 minutes 15 seconds East, along a line parallel with and 35.00 feet North of as measured at right angles to the aforementioned North line of the Southwest 1/4 of said Section 34, for 1021.12 feet; thence run South 89 degrees 47 minutes 10 seconds East for 722.51 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the left, having a radius of 5804.58 feet and a central angle of 9 degrees 01 minutes 20 seconds for an arc distance of 914.03 feet to a Point of Tangency; thence run South 89 degrees 48 minutes 30 seconds East, along a line parallel with and 150.00 feet South of as measured at right angles to the North line of the West 1/4 of said Section 34, for 1170.62 feet; thence run South 82 degrees 32 minutes 00 seconds East for 1184.54 feet; thence run South 0 degrees 27 minutes 24 seconds West, along a line parallel with and 25.00 feet West of as measured at right angles to the East line of the Southeast 1/4 of said Section 34, for 817.16 feet; thence run North 89 degrees 50 minutes 00 seconds West, along the North Right-of-Way line of Snapper Creek Canal (C-2), for 879.98 feet; thence run North 0 degrees 06 minutes 15 seconds East, along the West line of the Northwest 1/4 of the Southwest 1/4 of said Section 34, for 499.77 feet; thence run North 89 degrees 03 minutes 03 seconds West along the South line of the North 1/2 of the Northwest 1/4 of the West 1/4 of said Section 34 for 90.00 feet; thence run North 0 degrees 06 minutes 35 seconds East, along a line parallel with and 20.00 feet West of as measured at right angles to the aforementioned West line of the Northwest 1/4 of the Southwest 1/4 of said Section 34, for 19.52 feet; thence run North 44 degrees 18 minutes 15 seconds West for 180.00 feet; thence run South 45 degrees 41 minutes 45 seconds West at right angles to the last described line for 233.13 feet to a Point of Curvature; thence run Southwestery along a circular curve to the right having a radius of 300.00 feet and a central angle of 44 degrees 34 minutes 00 seconds for an arc distance of 233.37 feet to a Point of Tangency; thence run North 89 degrees 44 minutes 03 seconds West, along a line parallel with and 5.00 feet North of as measured at right angles to the aforementioned South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34 for 287.26 feet to a Point of Curvature; thence run Westery along a circular curve to the right, having a radius of 300.00 feet and a central angle of 16 degrees 25 minutes 21 seconds for an arc distance of 85.99 feet to a Point of Tangency; thence run North 73 degrees 18 minutes 41 seconds West for 100.00 feet to a Point of Curvature; thence run Northwestery along a circular curve to the left having a radius of 300 feet and a central angle of 16 degrees 25 minutes 21 seconds for an arc distance of 85.99 feet to a Point of Tangency; thence run North 89 degrees 44 minutes 03 seconds West for 3 feet; thence run due North along a line parallel with and 35.00 feet East of the West line of the Southwest 1/4 of said Section 34, for 590.04 feet to the Point of Beginning, lying in Dade County, Florida.

No. 109736

August 30, 1971

Prepared by

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
Land Surveyors - Engineers - Land Planners

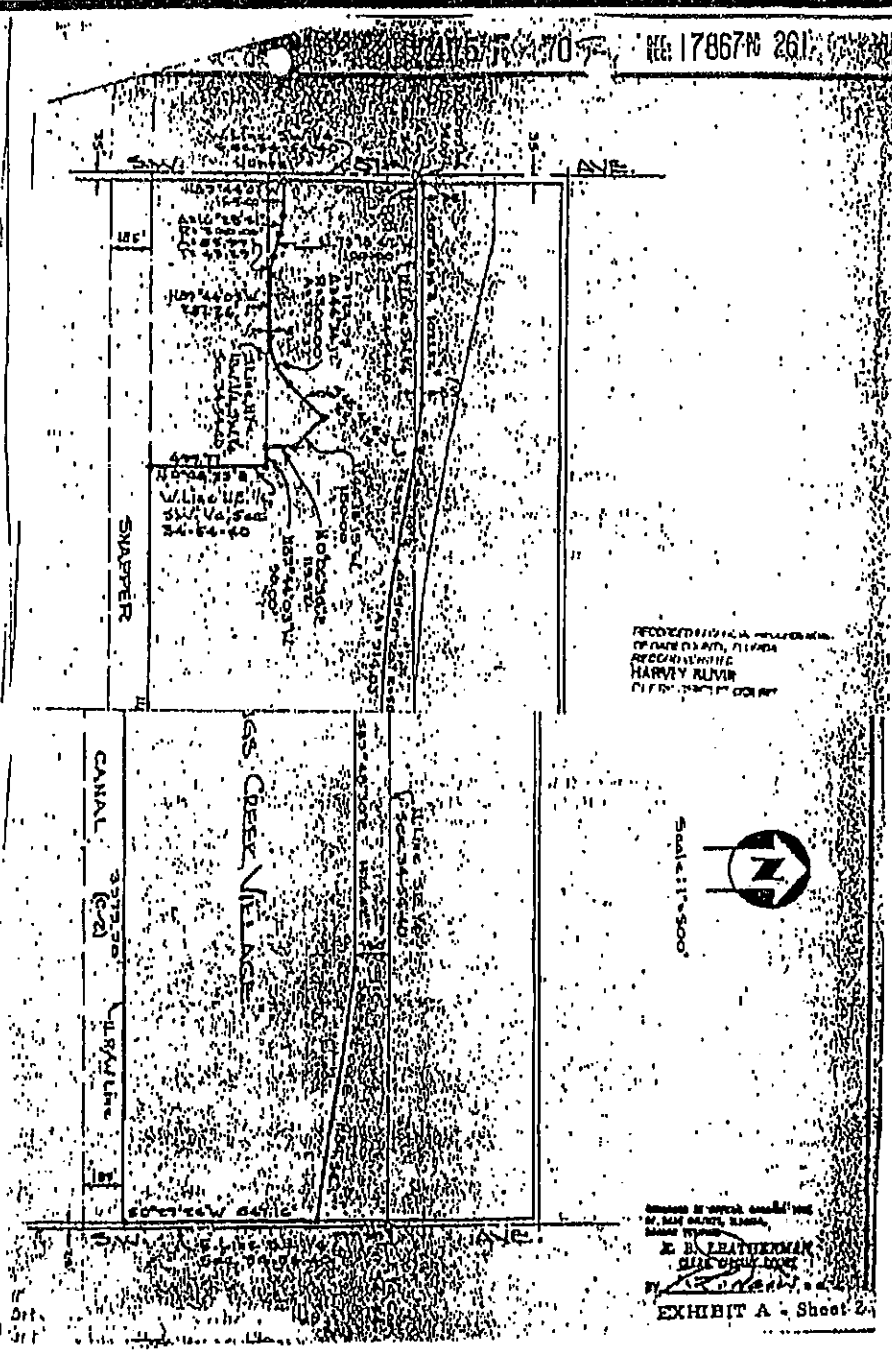
Miami, Florida

EXHIBIT A - Sheet 1



FILE NO. 20877PG4660

RECORDERS NOTE:
The legibility of embossed typing or printing of this factory is this document when received.



RECORDED IN PUBLIC RECORDS
OF DADE COUNTY, FLORIDA
RECORDED WITH
HARRY ALVIN
CITY CLERK



Scale: 1" = 50'

EXHIBIT A - Sheet 2



CFN 2013R0576410
 OR Bk 28736 Pgs 4518 - 4521; (4pgs)
 RECORDED 07/23/2013 13:55:59
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

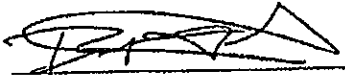
This instrument prepared by and return to:
 Dennis J. Eisinger, Esquire
 Eisinger, Brown, Lewis, Frankel & Chaiet, P.A.
 Presidential Circle, Suite 265-S
 4000 Hollywood Boulevard
 Hollywood, Florida 33021
 Telephone: (954) 894-8000
 Facsimile: (954) 894-8015
 Email: deisinger@eisingerlaw.com

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
KINGS CREEK VILLAGE ASSOCIATION, INC.

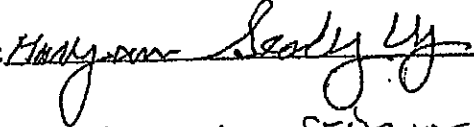
Kings Creek Village Association, Inc., a not-for-profit Florida corporation (the "Association"), organized pursuant to Chapter 720, Florida Statutes, et seq., for the purpose of managing and operating the real property referenced in the Declaration, as defined in and according to the Declaration of Covenants and Restrictions for Kings Creek Village, as recorded in Official Records Book 7475, at Page 59, of the Public Records of Miami-Dade County, Florida, as amended from time to time, (the "Declaration"), hereby certifies that on the 19 day of July, 2013, at a duly and properly noticed and called meeting of Board of Directors at which a quorum was present, the majority of the Board of Directors approved and adopted those certain amendments to the By-Laws of Kings Creek Village Association, Inc., as recorded in Official Records Book 7479, at Page 49, of the Public Records of Miami-Dade County, which are set forth on Exhibit A attached hereto and made a part hereof, ("Exhibit A").

Signed, Sealed and Delivered
 in the presence of:

KINGS CREEK VILLAGE ASSOCIATION, INC.,
 a not-for-profit Florida corporation



 Witness (as to both)

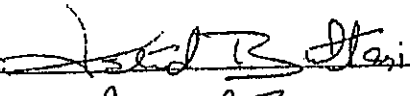
By: 

 Print Name: MARYAM SEDGUY
 Title: President

Print Name: Rawn V Fenwick

 Witness (as to both)

 Print Name: Alexandra Derrico

Attest: 

 Print Name: ASTRID BOTTARI
 Title: Secretary

STATE OF FLORIDA)
)
) :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of July, 2013, by MARYEM SEDGWY, as President of Kings Creek Village Association, Inc., a not-for-profit Florida corporation, who is personally known to me or who has produced driver's license as identification and who has executed same on behalf of said corporation. who is also personally known to me.

Mary Villaverde
NOTARY PUBLIC

My Commission Expires:



STATE OF FLORIDA)
)
) :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of July, 2013, by ASTRID BUTAR as Secretary of Kings Creek Village Association, Inc., a not-for-profit Florida corporation, who is personally known to me or who has produced driver's license as identification and who has executed same on behalf of said corporation.

Mary Villaverde
NOTARY PUBLIC

My Commission Expires:

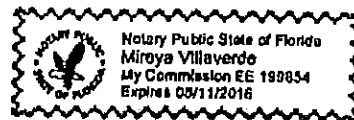


EXHIBIT "A"

AMENDMENT TO BY-LAWS OF KINGS CREEK VILLAGE ASSOCIATION, INC.

1. Article V of the By-Laws of Kings Creek Village Association, Inc. is hereby amended to read as follows:

ARTICLE V

ELECTION OF DIRECTORS

1. ~~Each The unit owners of the respective sub-associations, (Kings Creek Village Townhouse Association, Inc., Camino Court Condominium Association, Inc., Camino Circle Condominium Association, Inc. and The Village of Kings Creek Condominium Association, Inc.) and the owners of Single Family Homes shall determine the method of selecting their respective director(s) elect directors from their respective associations to the Board of Directors of the Association. in accordance with the procedure set forth herein. Within the discretion of each sub-association, the director(s) may be appointed by the sub-association's President, voted upon by its Board of Directors, or voted upon by the members of the respective sub-association. The director(s) for the Single Family Homes may be appointed or voted upon by the owners of the Single Family Homes or appointed by its prior director(s).~~

2. The elections or appointments shall be conducted by each sub-association at its own cost and expense sufficiently prior to the annual meeting of Kings Creek Village Association, Inc. so that all members elected to the Board of Directors of the Association can take office at the annual meeting.

3. ~~The election shall be decided by a plurality of ballots cast by the unit owners of each sub-association. Not less than sixty (60) days before the scheduled election, each sub-association shall mail or deliver to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board of Directors of the Association must give written notice to the sub-association in which they are a member not less than forty (40) days before the scheduled election. A second notice of the election shall be mailed or delivered to all unit owners entitled to vote together with a ballot which shall list all of the candidates. Additionally, at the~~

request of the candidate, the sub-association shall also include an information sheet with the ballot;

4. ~~There shall be no quorum requirement, however, at least 20% of the eligible voters of each sub-association must cast a ballot in order to have a valid election of members to the Board of Directors~~

5. ~~No unit owner shall permit any person to vote his or her ballot and any such ballot improperly cast shall be deemed invalid by the sub-association.~~

6. In the event a sub-association or the Single Family Homes does not hold its ~~election~~ elect or appoint director(s) sufficiently prior to the annual meeting of the Kings Creek Village Association, Inc. so that all members elected or appointed from said sub-association or Single Family Homes can take office at the annual meeting, ~~or in the event a sub-association does not properly hold its election in accordance with the procedure set forth in this Article, the Association will then conduct the election on behalf of the sub-association and at the expense of said sub-association. In such event, the sub-association or Single Family Homes will not have representation on the Board of Directors following the expiration of its prior directors' term until such time as the new director(s) is are elected or appointed at the election conducted by the Association.~~

7. The secretary of each sub-association and the director representing the Single Family Homes shall furnish the names of the newly elected or appointed director(s) ~~from each sub-association~~ to the Secretary of Kings Creek Village Association, Inc. no later than seven (7) days prior to the date of the annual meeting.

8. ~~Election of the director from the single family homes shall follow the same procedure as with the sub-associations, with the exception that said election shall be conducted in all respects by Kings Creek Village Association, Inc.~~

9. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors of the Association.

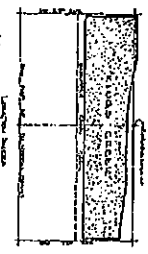
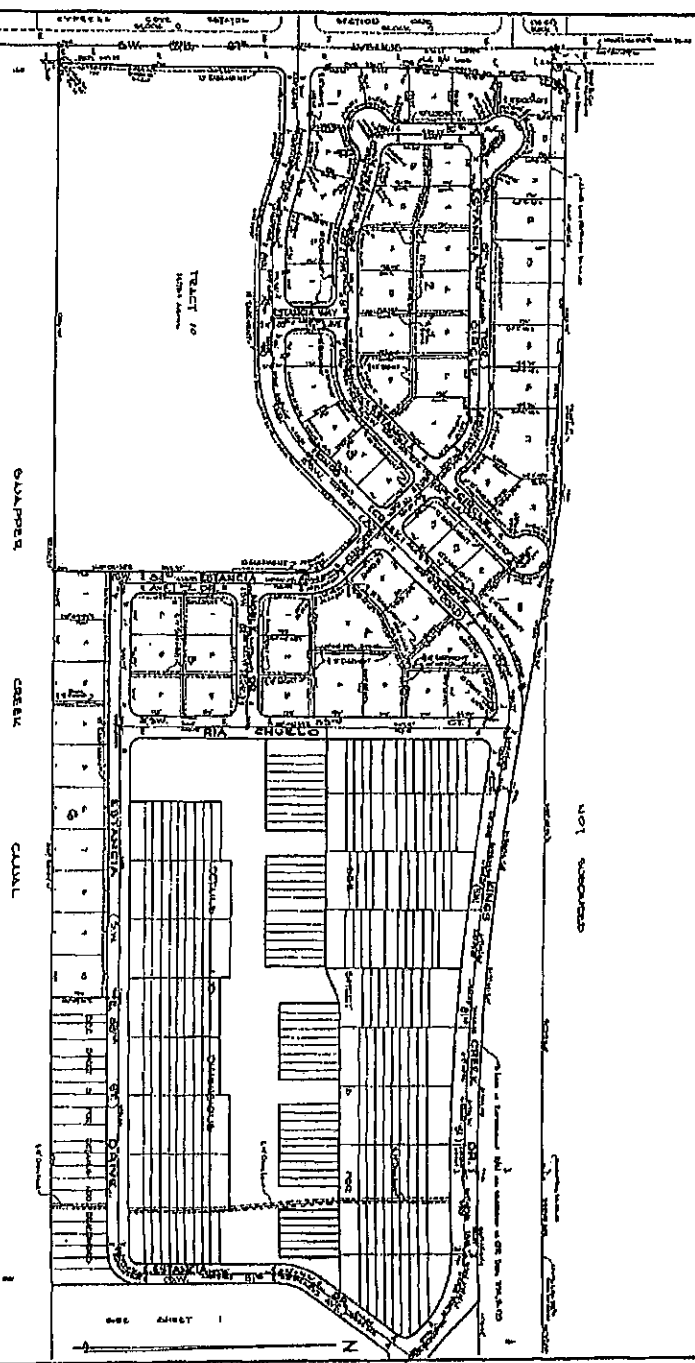
NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINE DASHED.

93-22

KINGS CREEK

A SUBDIVISION OF A PORTION OF THE S.W. 1/4, T.14N., R.10E., S.14, DEER CREEK COUNTY, MISSOURI

Subdivided by
 L. J. & Associates, Inc.
 L. J. & Associates, Inc.
 L. J. & Associates, Inc.
 L. J. & Associates, Inc.
 L. J. & Associates, Inc.



STANDARD CONTRACT
 THE SUBDIVISION OF A PORTION OF THE S.W. 1/4, T.14N., R.10E., S.14, DEER CREEK COUNTY, MISSOURI, IS HEREBY OFFERED FOR SALE BY L. J. & ASSOCIATES, INC., AS AGENT FOR THE SUBDIVIDER, L. J. & ASSOCIATES, INC., UNDER THE FOLLOWING TERMS AND CONDITIONS:
 1. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 2. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 3. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 4. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 5. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 6. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 7. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 8. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 9. The subdivision is being offered for sale as a whole or in lots as shown on the plat.
 10. The subdivision is being offered for sale as a whole or in lots as shown on the plat.

WARRANTY
 L. J. & ASSOCIATES, INC. warrants that the subdivision is as shown on the plat and that the same is in accordance with the plat and the laws of the State of Missouri.
 L. J. & ASSOCIATES, INC.
 L. J. & ASSOCIATES, INC.
 L. J. & ASSOCIATES, INC.
 L. J. & ASSOCIATES, INC.
 L. J. & ASSOCIATES, INC.

KINGS CREEK

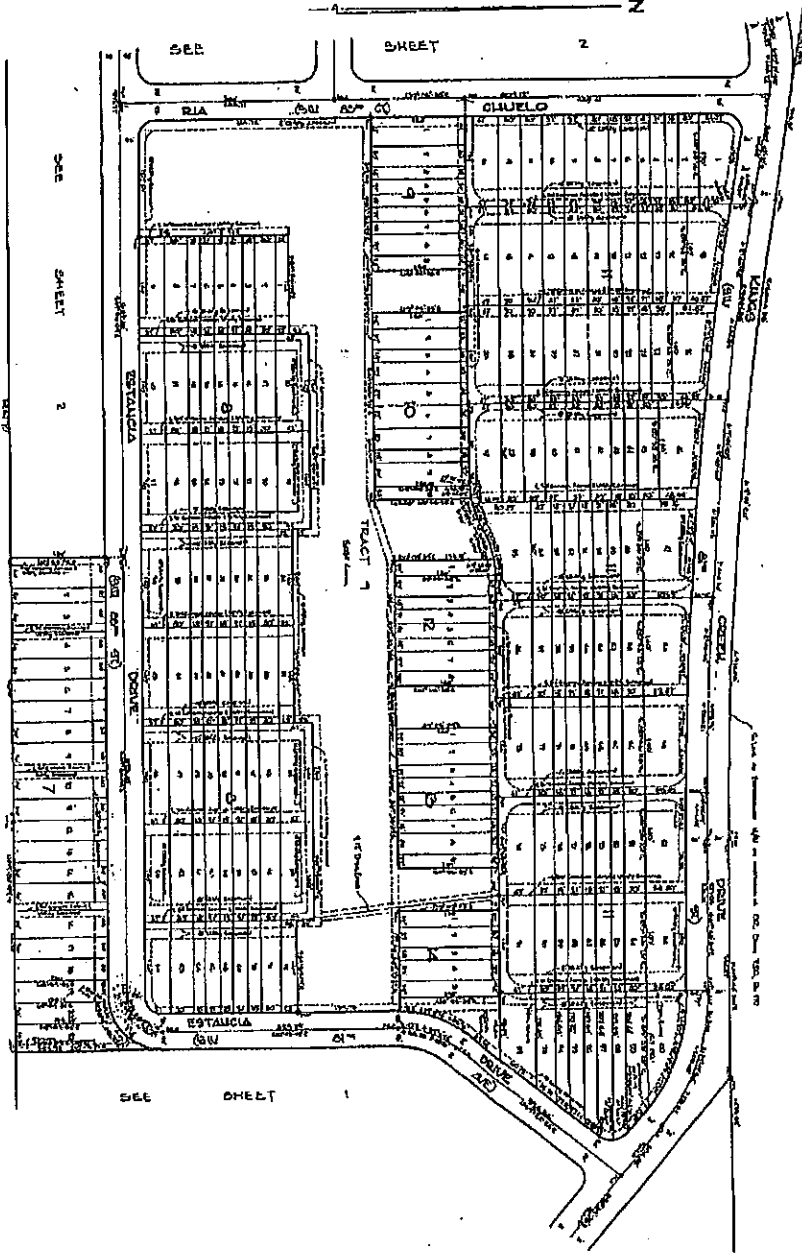
A subdivision of a portion of the southeast 1/4, Section 24, Township 34N, Range 120E, Oklahoma County, Oklahoma.

Developed by: **1. L. L. LINDSEY, INC.**
 Located at: **1000 North Lincoln, Oklahoma City, Oklahoma**
 Contact: **1000 North Lincoln, Oklahoma City, Oklahoma**

NOT A SUBDIVISION

1973-1974

1000 North Lincoln, Oklahoma City, Oklahoma



1000 North Lincoln, Oklahoma City, Oklahoma

93-222

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-16-122

July 14, 2016

Alessandra Stivelman, Esq.
Eisinger, Brown, Lewis,
Frankel & Chalet, P.A.
4000 Hollywood Blvd.
Suite 265-South
Hollywood, Florida 33021

Re: Kings Creek Village Association, Inc.

Dear Ms. Stivelman:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Kings Creek Village Association, Inc.**, and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

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

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

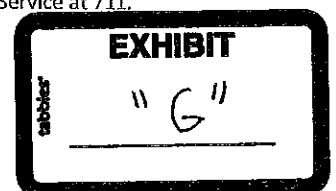
Sincerely,

A handwritten signature in black ink, appearing to read 'Taylor Teepell', is written over a circular stamp or seal. The signature is fluid and cursive.

Taylor Teepell, Director
Division of Community Development

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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



NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
agency.clerk@deo.myflorida.com

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

FINAL ORDER NO. DEO-16-122

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 19th day of July, 2016.



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

By Certified U. S. Mail:

Alessandra Stivelman, Esq.
Eisinger, Brown, Lewis,
Frankel & Chalet, P.A.
4000 Hollywood Blvd.
Suite 265-South
Hollywood, Florida 33021

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning