

and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) There shall exist appurtenant easements of access to all private streets within the Project to Dade County for the use of County personnel and equipment on County business.

Section 5 - Right of Entry. The Association, through its authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6 - No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the Project or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

**V.
USE RESTRICTIONS**

The Project shall be occupied and used only as follows:

Section 1. Each Lot shall be used for commercial and industrial purposes; provided, however, that no Lot or any improvement thereon may be used for the operation of a massage parlor, adult book store or any other store involved in the sale, distribution, lease or exhibition of pornographic materials.

Section 2. No noxious or offensive activity shall be carried on in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 11.

Section 3. No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address signs which shall comply with such design and construction criteria as may be established from time to time by the Architectural Control Committee. Notwithstanding the foregoing, Declarant shall be entitled, for so long as it owns a Lot, to place such signs as it deems necessary to advertise for sale and development its Lots.

Section 4. Nothing shall be done or kept on a Lot or on the Common Area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the owner's Lot or the Common Area that would result in the cancellation of insurance on any structure or on any part of the Common Area, or which would be in violation of any law.

Section 5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground without written consent of the parties.

Section 7. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Lot, except that Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans.

Section 8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be placed on any Lot.

Section 9. Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.

Section 10. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, doghouse, treehouse, television antenna, radio antenna, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced, until the construction plan and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by the Architectural Control Committee, or as the case may be. The Architectural Control Committee shall consider such plans and specifications with regard to type, quality and use of exterior material, exterior design, location of improvements on the building plot, and proposed finished grades. The Architectural Control Committee shall consist initially of 3 persons. The Architectural Control Committee shall be appointed by majority vote of the Class B Members until such time as there are no Class B Members; thereafter, the Architectural Control Committee shall be appointed by majority vote of the board of directors of the Association. On the resignation or termination for any reason of one of the Architectural Control Committee members, the remaining members of the Architectural Control Committee shall promptly appoint a replacement, and until such appointment has been made, the remaining members shall exercise the Architectural Control Committee authority. If the licensed architect or registered engineer ceases for any reason to serve on the Architectural Control Committee, any replacement must be agreed on by a majority of the remaining members. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Architectural Control Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Architectural Control Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the Architectural Control Committee will approve for the subject property. Failure of the Architectural Control Committee to give either written approval or written disapproval of a submitted plan within 30 days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the Architectural Control Committee provisions of these restrictions in regard to the submitted plan.

Section 11. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Project. The completion of that work, and the sale, rental, or other disposal of developed Lots is essential to the establishment and welfare of the Project as an ongoing community. In order that such work may be completed and the Project be established as a fully occupied community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Project owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Project owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Project as an industrial/commercial community, and the disposition of Lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Project property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Project as a industrial/commercial community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Project Lots.

As used in this section, the words "its transferees" specifically shall apply only to the transferee of Declarant pursuant to a specific assignment of Declarant's rights under the terms of this instrument.

**VI.
OWNERS' OBLIGATION TO REPAIR**

Each Owner shall, at such owner's sole cost and expense, repair the improvements located on such Owner's Lot, keeping the same in a condition comparable to the condition of such improvements at the time of its initial construction, excepting only normal wear and tear.

**VII.
OWNERS' OBLIGATION TO REBUILD**

If all or any portion of any improvements located on a Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be commenced within three months after the damage occurs, and shall be completed within 6 months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners, provided that the Owner or Owners shall diligently prosecute the reconstruction.

**VIII.
ANNEXATION OF ADDITIONAL PROPERTY**

Additional property and Common Area may be annexed to the Project with the consent of two-thirds of each class of Members.

**IX.
GENERAL PROVISIONS**

Section 1 - Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3 - Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than two-thirds of each class of Members.

Section 4 - Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Project or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5 - Duration. 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 Association or any Member thereof for a period of 30 years from the date hereof, and thereafter shall continue automatically in