

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 27th day of December 1983 by VILLAGE OF THE MISSIONS JOINT VENTURE, a Florida General Partnership, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Dade County, Florida, more particularly described in Exhibit A attached hereto and made a part hereof and hereinafter referred to as Property, and

WHEREAS, Declarant plans to develop the property by constructing residential cluster dwelling units on same, and

WHEREAS, in order to preserve and protect the value and desirability of the Property, and to induce Dade County to approve a plat thereof, Declarant voluntarily places this Declaration of Covenants, Conditions and Restrictions on record and to impose same against the Property.

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

### ARTICLE I

#### Definitions

Section 1. "Association" shall mean and refer to "The Missions Homeowners Association Inc.", its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot and residence constructed thereon which is a part of the Property, including contract sellers, but excluding those having

such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 4. "Common Area" shall mean all real and personal property owned or leased by the Association for the common use and enjoyment of the owners of lots, as said property is described in the plat.

Section 5. "Lot" shall mean and refer to any residential cluster dwelling or cluster plot of land shown upon any recorded subdivision map of the property with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to VILLAGE OF THE MISSION JOIN

VENTURE, its successors and assigns. If such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development, VILLAGE OF THE MISSION JOINT VENTURE shall have the right to assign it's interest herein to any successor or nominee.

Section 7. "Unit" shall mean and refer to the residential dwellings constructed upon any lot by declarant.

Section 8. "Singular and Plural" shall whenever used, and if the context so permits, be inclusive of each other.

Section 9. "Gender" shall mean and refer to all genders.

## ARTICLE II

### Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner 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 of every lot, subject to the right of the Association to:

Suspend the voting rights and easement of enjoyment in and to the common area by any owner for any period during which any assessment levied against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

Dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purpose and subject to such condition as may be agreed to by members of the association and subject to acceptance by such public entity. No such dedication or transfer has been made.

Charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

Lease or encumber the possession of any part of the Common Area to a Member of the Association or to a third-party non-member of the Association.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws of the Association his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on his lot, but may not transfer said rights apart from the unit.

Section 3. The Association shall have the right to do all things mentioned in subparagraph a, b, c, and d of Section 1 of Article II above.

## ARTICLE III

### Membership and Voting Rights

Section 1. Every owner of a lot, including the Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment

Section 2. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all owners except for the declarant, provided that Class B continues to exist, and shall be entitled to one vote for each lot owned.

Class B. Class B Members shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

When the total votes outstanding in the Class A equal the total votes outstanding in the Class B Membership.

On January 1, 1987.

#### ARTICLE IV

##### Covenant for Maintenance

Section 1. The association as owner of all common areas shall maintain the common area, and any other appurtenance and equipment which is or about the common area, in good condition and repair. The association shall provide for payment of taxes on the common areas. The association shall have the right to enter into agreement with

members by which maintenance of certain common areas not readily accessible to all other members shall be made privately by one member in exchange for the exclusive possession of that parcel of common area.

#### ARTICLE V

##### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and express to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall be a personal obligation of the person who was the owner of such property at the time when assessment fell due. Without thereby releasing the owner, any personal obligations for delinquent assessments shall be assumed by his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the health, safety, and welfare of the residents and for the improvements and maintenance of the common area, including but not limited to green areas (parcels a, b, and c), entrance security gate, fence surrounding the development, parking area, private roads, irrigation of common areas, street lighting, cost of labor materials, including chemicals, electricity, equipment, taxes, supplies, management and supervision.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment per unit shall be \$180.00. from and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessments may be increased each year by not more than ten percent above the

assessments for the previous year without a vote of the membership. From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessments may be increased above said ten percent by the affirmative two-thirds (2/3) of each class of members voting in person or by proxy, at a meeting duly called for said purpose. The Board of Directors may fix the annual assessments to an amount not in excess of the maximum.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under the proceeding section shall be sent to all members not less than thirty days, and not more than sixty days in advance of the meeting. At the first meeting called, the presence of Members or proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting and so until the required quorum has been met.

Section 5. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all units on the date as might be set by the Declarant, provided however, that said assessment shall commence no later than one hundred and twenty days following the conveyance of the first unit to a person other than declarant as defined herein. Declarant shall not later than thirty days after the conveyance of the first unit, convey to the Association fee simple title to the common elements free of all liens and encumbrances, except ad valorem taxes for the year of conveyances. Declarant shall provide all maintenance until said assessment shall commence.

Each unit owner shall be obligated to pay assessments for his Unit commencing on the date he acquires title for same, provided that the assessment has otherwise been declared as of said date and said assessment shall be collected from said Unit owner on a semiannual basis.

The Board of Directors shall fix the amount of annual assessment against each unit at least thirty (30) days in advance of assessments periods, and said assessments shall be due semi-annually. Written notice of the annual assessments shall be sent to every owner. The due dates may be altered by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments due on a specified lot have been paid.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Should any assessment not be paid within fifteen days from the due date thereof, then the Association shall be entitled to assess against said unit owner a late fee of ten dollars to cover the required bookkeeping, administration and collection required with regard to said late payment. Should any assessment not be paid within thirty days from the due date thereof, then said assessment shall bear interest from the date due until collected at the rate of ten percent per annum. The Association may bring an action at law against the owner personally obligated to pay same or foreclose the lien against said owner's lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the

common areas or abandonment of his lot. In addition, should the Association find it necessary to seek legal action against Unit Owner in order to collect the assessment due, then the unit owner shall additionally be obligated for the payments of all of the Associations cost in connection with said action, including but not limited to court costs and reasonable attorney's fees.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against property encumbered thereby (subject only to tax liens) and secure indebtedness whose payment are amortized

in monthly or quarterly annual payment based on an amortization period of no fewer than ten years. Sale or transfer of any lot which is subject to a first mortgage as herein described, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof, which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding anything in this Declaration to the contrary, amendment of this Section 12 shall require the approval of Dade County, Florida.

#### ARTICLE VI

##### Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than for single family occupancy and not to exceed two stories in height.

#### ARTICLE VII

##### Architectural Control

No building, fence, wall, addition, improvement sign or other structures shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, colors 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 (1) the Board of Directors of the Association, (2) an architectural committee composed of three or more representatives appointed by the Board and (3) the appropriate governmental authority. Each request for approval shall be accompanied by a ten-dollar (\$10.00) fee made payable to the Architectural Control Committee. In the event said Board and the committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No unit owner shall be permitted to place tin foil upon any window or sliding glass doors on his unit, nor shall a unit owner be able to tint any window or sliding glass doors in his unit without first receiving the written approval of the Architectural Control Committee with regard to said tinting. All requests for approval hereunder shall be mailed or delivered to:

THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

or such address as shall from time to time be on file with the Association.

The provisions of this Article shall not apply to the Declarant, its successors and assigns. Notwithstanding, anything to the contrary herein, Declarant shall have the right to appoint the members of the Architectural Control Committee as long as Declarant remains the owner of any Lot within the Property.

#### ARTICLE VIII General Provisions

Section 1. Maintenance of Units. Every unit owner must keep and maintain his complete unit, its equipment and appurtenances in good order, condition and repair and must perform promptly all interior and exterior maintenance and repair work within his unit. In this regard, owner shall keep same in a neat and orderly fashion, and should he fail to do so, then the Association, upon demand, may enter upon premises of the unit owner for the purpose of maintaining and/or repairing said lot and/or unit, and the costs incident to said maintenance and/or repair or replacement shall be the personal obligation of the unit owner and becomes a lien against the subject unit by the said unit owner's failure to pay the maintenance assessments when due (1) in this regard and in order to properly maintain and/or repair the dwellings, all owners shall have the right to enter, or his agents, contractors and subcontractors, in adjacent lots only for making the necessary repairs and/or maintenance work.

Section 2. Enforcement. The Association, any owner, or Dade County, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens, and charges now or hereinafter imposed by the provisions of this Declaration. Restrictions or provisions herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of the provisions contained in this Declaration by judgment or court order or under applicable laws of the State of Florida shall not affect any other provision which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten years unless canceled by a vote of seventy-five percent of the unit owners of record and approved by Dade County, Florida. This Declaration may only be terminated prior to the twenty years or the expiration of the ten years extended period by the consent of all Unit Owners of record in the development and by Dade County, Florida. This Declaration may be amended during the first twenty-year period by an instrument signed by not less than seventy-five percent of the lot owners of record in the development and thereafter an instrument not less than fifty-five percent of the lot owners. Any amendment must be recorded and any amendment affecting the maintenance and the assessment lien provision shall require prior approval of Dade County, Florida. Provided however, that FHA and/or VA or other related governmental related lending institutions require a modification of this Declaration of Covenants, Conditions, and Restrictions as a prerequisite, a majority vote of the Board of Directors without the necessity of the approval by the individual unit owners, shall suffice. Provided any changes in the maintenance and lien provisions, shall require the prior consent of Dade County, Florida

#### ARTICLE IX

##### Specific Provisions

Section 1. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the final surveys. Within these easements, no structure, plating or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the director of the flow of drainage channels in the easements, except with the consent of the Architectural Control Committee, maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be placed, erected or used on any lot as a residence, temporarily or permanently, except for the use of a construction trailers or office and warehouse by Declarant advertising the lot during the construction period.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any lot except signs installed by the Declarant advertising the lot during the construction period.

Section 5. Oil and Mining Operation. No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No dogs, cats or other household pets can be allowed to roam freely and must be kept in and on each owner's property unless same are on a leash.

Section 6. Waste and Rubbish Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Sanitary containers shall be used for the storage of all such material.

Section 7. Water Supply and Sewage. No individual well will be permitted on any lot within this subdivision except for irrigation, swimming pool or air conditioning.

Provisions related to individual water supply and sewage disposal shall be enforceable so long as the quality of service and the rate standard of the utility systems are within the standard rates established by governmental franchise or body if such franchise or body shall be created, and so long as the systems are operating to the satisfaction of the Dade County Health Department.

Section 9. Commercial Trucks, Trailer. In order to maintain the high standard of the subdivision with respect to residential appearance, trucks or commercial vehicles, house trailers, and trailers of every other description, including campers and mobile homes, shall not be permitted to be parked or to be stored at any place on any lot in the

subdivision or common property, except during periods of approved construction on said lot. This prohibition of parking shall not apply to the temporary parking of truck and commercial services.

Section 10. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted above ground on any lot. All such tanks must be installed completely underground.

Section 11. Parking. Ownership of each lot shall entitle the owner or owners thereof the use of two automobile spaces.

Section 12. Clothes Drying. All drying of clothes by line, rack or otherwise shall be prohibited unless concealed from the view of the public.

Section 13. Enforcement. The Association, any owner, or Dade County, shall have the right to enforce, by a proceeding at law or in equity all provisions of this Article. Additionally, the Association is granted an easement over the Property of each unit own for the purpose of enforcing the provisions of this article and may go upon the property or the said unit owner, to remove or repair any existing cause of violation of these provisions. In the event that the Association, after notice to the unit owner, and failure to cure by the unit owner, does in fact exercise its right to cure said defect, then in that eve all costs incident to said action by the Association shall become the personal obligation of the unit owner and be imposed as a lien against the unit in the same fashion as if said sums represented monies due for unpaid assessments.

Section 14. Lawn Maintenance. Each lot owner shall maintain his lot in an attractive and neat condition, and shall periodically and as is reasonably necessary, have the lawn mowed and edged and shall keep the lawn free of weeds and other noxious vegetation.

Section 15. Repaving of Parking Areas. At such time as the Association shall determine that the paved areas within the common areas adjoining any lot shall require repaving for the safety and welfare of other owners within the property and in order to avoid any damage to the improvements, property, or persons or other owners within the property, each lot owner shall be required to repave that portion of his assigned parking space and/or driveway lying between the sidewalk and the common area being repaved The cost of the re-paving of such portion shall be paid for by the lot owner.

PUBLIC RECORDS OF DADE COUNTY FLORIDA RECORDED NOVEMBER 25, 1987 IN OFFICIAL RECORDS  
BOOK 13490 BEGINNING AT PAGE 1410



## **BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATIONS, INC.**

### ARTICLE I

#### Name and Location

The name of the corporation is the Missions Homeowners Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be c/o Law Offices of David Harris Singer, Esq., 13320 SW 128th Street, Miami, Florida 33186

### ARTICLE II

#### Definitions

Section 1. "Association" shall mean and refer to "The Missions Homeowners Association, Inc.", its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot and residence constructed thereon which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit A attached to the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 4. "Common Area" shall mean all real and personal property owned or leased by the Association for the common use and enjoyment of the Owners of lots, as said property is described in the plat.

Section 5. "Lot" shall mean and refer to any residential cluster dwelling or cluster plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to VILLAGE OF THE MISSIONS JOINT VENTURE, its successors and assigns. If such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development, VILLAGE OF THE MISSIONS JOINT VENTURE shall have the right to assign its interest herein to any successor or nominee.

Section 7. "Unit" shall mean and refer to the residential dwellings constructed upon any Lot by Declarant.

Section 8. "Singular and Plural" shall whenever used, and if the context so permits, be inclusive of each other Conditions, and Restrictions applicable to the Property recorded in the Office of the Clerk of the Circuit Court of Dade County, Florida, in official Records Book 12117 beginning at Page 842.

Section 12. "Board" shall mean the Board of Directors of the Association.

### ARTICLE III

#### Membership

Section 1. Every Owner of a Lot, including the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot, which is the subject to assessment.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any assessment by being more than two months past due, by failing to pay fines, attorney's fees, interest, or other costs levied by the Association, he shall be deemed as a "Member not in good standing" and his voting rights and right to use of the Common Areas of such Member will be suspended by the Board until all assessments, charges, etc., shall have been satisfied and paid. Such rights of a Member may also be suspended, after notice, for violation of any rules and regulations established by the Board governing the use of the Common Area or facilities. This paragraph shall not apply to Declarant.

Section 3. Voting Rights. A Member in good standing shall be entitled to one vote for each Lot in which he holds the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any Lot.

#### ARTICLE IV

##### Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of no less than three (3) nor more than nine (9) Directors, as determined by a majority of Members present at the regular annual meeting of the Association who vote. Initially, there shall be nine (9) Directors.

##### Section 2. Election.

Annual elections of Directors to the Board shall be held during November of each year. Directors-elect shall be installed in office immediately.

Depending upon the number of vacancies to be filled during election time, tenure will be assigned to those candidates in accordance with their rank order. Rank order will be determined by the number of votes each candidate receives. In the event of tie votes for particular tenure or tenures, a run-off vote will be conducted among the tied candidates to reconcile and re-order the remaining rank positions.

Any Member in good standing is eligible for nomination to the Board.

Section 3. Tenure. Three (3) Directors shall serve terms of three (3) years, three (3) Directors shall serve terms of two (2) years, and three (3) Directors shall serve terms of one (1) year.

Section 4. Removal and Replacement. Any Director may be removed from the Board, with or without cause, by a majority vote of the Membership; and any Director may be removed by a majority vote of the Board if that Director has absented himself of three (3) or more Board or General Meetings during any given election year; or has demonstrated an unwillingness or an irresponsibility to perform assigned duties. In the event of removal, resignation, or death of a Director, his successor shall be selected by the majority of a quorum of the Board; the successor shall serve until the next general election.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board shall be held monthly.

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

Section 3. Quorum. A majority of the number of the existing Directors shall constitute a quorum for the transaction of business. A minimum of three (3) votes is required for the approval of any transaction.

## ARTICLE VI

### Nomination and Election of Directors

Section 1. Nominations. Nominations for candidates to be elected to the Board may be made by a Nominating Committee appointed by the President. If a Nominating Committee is appointed, the Committee shall consist of at least one (1) Director and at least two (2) Members (who may also be Directors). The Nominating Committee, if appointed, shall be named no later than 30 September of the appropriate year; the committee shall serve until the November meeting. Nominations may also be made during the November meeting, by a Member present at the November meeting.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise. Directors shall be elected as described in Article IV of these By-Laws.

## ARTICLE VII

### Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power:

a. To adopt and publish, from time to time, rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

To declare the office of a Member of the Board of Directors to be vacant in the event that such Member shall be absent from three (3) meetings of the Board or of the Association.

To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors;

a. To keep a complete validated, written record of all its acts, rules, etc. and corporate affairs, including minutes of every meeting and to present a statement thereof to the Members at a general meeting when such statement is requested in writing by one-fourth (1/4) of the Members;

To supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

As more fully provided herein and in the Declaration;

To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article X; and

To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

d. To make available to any Member in good standing access to the books and records of the Association so as to determine those Members owing obligations to the Association, and the amount of obligation;

To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

To cause the Common Area to be maintained.

## ARTICLE VIII Meetings of Members

Section 1. General Membership Meetings. A general Membership meeting shall be held during the month of November.

Section 2. Notice of Meetings. Written notice of each general Membership meeting shall be made by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member, using the last known address of the Member or the address supplied by the Member's tenant if that be the case. Such notice shall specify the place, date, hour and general purpose(s) of the meeting.

Section 3. Quorum. A quorum for a general Membership meeting (except as described in Section 4, Article V of the Declaration) will be defined as a minimum of fifteen percent (15%) of the Members. If a quorum is not obtained, the President will call another meeting within thirty (30) days.

Section 4. Proxies. At all meetings of Members, each Member may vote in person or by proxy. Proxies shall be in writing and shall be valid for only a specific meeting. Proxies shall be filed with the Secretary during the meeting and prior to voting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Only Members may hold proxies.

Section 5. Procedure. Meetings of the Association will be conducted in accordance with Roberts Rules of Order.

## ARTICLE IX

### Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected a Directors of the Board.

Section 2. Election of Officers. The election of officers by the Board of Directors shall take place on the same day that the Directors-elect are installed as Board members

Section 3. Term. Officers shall hold office for one (1) year unless he has been removed or has resigned, or has otherwise created a vacancy on the Board.

Section 4. Vacancies. A vacancy on the Board may be filled by a majority of the Board. The Director appointed to such vacancy shall serve until the next general election.

Section 5. Special Appointments. The President may appoint such other officers from among the Directors as the affairs of the Association may require. These officers shall serve at the discretion of the President.

Section 6. Resignation or Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Multiple Offices. No Director shall simultaneously hold more than one

(1) office except in the case of special offices created pursuant to Section 5 of this Article.

Section 8. Duties. The minimum duties of the officers are as follows:

#### President

Preside at all meetings of the Board and of the Association;

Designate duties for any Board member which are collateral or in addition to the duties described herein;

Sign necessary legal documents, checks, and promissory notes; and

Establish a written agenda of each meeting of the Board and of the Association.

#### Vice President

Assume the duties of the President in the absence of the President or if the President refuses or is unable to exercise or discharge his duties;

Assume the responsibilities of the legal liaison officer of the Association;

Sign necessary legal documents, checks and promissory notes; and

Assign all liens, fines and foreclosures.

#### Secretary

Record and keep all votes and minutes of all meetings and proceedings. Produce all such records upon request by the President;

Maintain custody of the corporate seals and affix the seal on all paper requiring said seal;

Notify all Board Members of meetings of the Board and all Members of meetings of the Association; and

Keep appropriate current records showing the names and addresses of all Members of the Association.

#### Treasurer

### ARTICLE X

#### Books and Records

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

### ARTICLE XI

#### Corporate Seal

The Association shall have a seal in circular form having within its circumference at least the words: "The Missions Homeowners Association, Inc. –Non-Profit".

### ARTICLE XII

#### Rules and Regulations

In addition to the other provisions of the Declaration and of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may, from time to time be adopted by the Board, shall govern the use of the dwellings located in the Property and the conduct of all residents thereof:

#### ARTICLE XIII

##### Fines

Violations of the Rules and Regulations stated in Article XII of the By-Laws and Article IX of the Declaration are subject to the following fines:

First violation -Not more than \$50.00 Second violation -Not more than \$100.00 Each additional violation -Not more than \$250.00

The Owner shall be notified by the Board/Management Company in writing that he has committed one or more violations and that fine(s) shall be levied against the Owner. If the Owner does not pay the fine(s) directly to the Association within thirty days of the date of levy the fine(s) shall be added to and become part of the assessment to which such Owners' Lot is subject, and said assessment shall be enforced in the same manner as previously provided.

#### ARTICLE XIV

##### Amendments

Section 1. These By-Laws may be amended by a majority of Members present at a regular or special meeting of the Association who vote.

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

#### ARTICLE XV Miscellaneous

Section 1. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of the following June.

Section 2. No Owner or Member, except as an officer of this Association, shall have any authority to act for the Association or bind it.

Section 3. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 4. Declarant is not obligated to pay assessment on any undeveloped Lots. Assessment will begin when warranty deed by Declarant transfers title.

**AMENDMENTS TO THE COVENANTS AND BY-LAWS**

**OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.**



AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended as follows:

a. ARTICLE 1 is hereby amended to read as follows:

The name of the corporation is The Missions Homeowners Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be 8306 Mills Drive, Suite 302, Miami, Florida 33183.

b. ARTICLE IV, Section 3 is hereby amended to read as follows:

Section 3. Tenure. Of the nine (9) Directors elected at the annual general Membership Meeting in November of 1987, three (3) Directors shall serve terms of three (3) years, three (3) Directors shall serve terms of two (2) years, three (3) Directors shall serve terms of one (1) year. Thereafter, at each November general Membership Meeting three (3)

Directors shall be elected to serve terms of three (3) years.

The foregoing amendments were adopted by the affirmative vote of a majority of the Members present at the annual Membership Meeting on November 30, 1988 in accordance with ARTICLE XIV of the By-Laws of the above named

Recorded 1/18/1989 Book 13963 pg. 1271

**AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.**

The By-Laws of the above corporation are amended as follows:

ARTICLE XII is hereby amended to read as follows:

SECTION P:

b. SECTION O: Wooden gates and fences are not permitted within the community.

d. SECTION S:

SECTION P: No bars or grill may be attached to any dwelling to cover windows, doors, or sliding glass doors if visible from the street.

c. SECTION R:

Should the Association be required to provide maintenance under ARTICLE VIII of the Declaration of Covenants, Conditions, and Restrictions due to noncompliance by the Homeowner, then an administrative fee in the amount of \$25.00 shall be levied against the property over and above the actual cost of said maintenance.

In the event that a check deposited by the Association from a Homeowner is returned by the bank marked "Insufficient Funds" or similar reason, a \$25.00 administrative fee plus bank charges will be levied against the Homeowner.

Recorded 1/2/1991 14842 pg. 480

AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended as follows: Article XII is hereby amended to read as follows:

bb. Architectural control

No building, fence, wall, addition, improvement sign, mailboxes, or other structures shall be commenced, effected, or maintained upon the Property, nor shall any exterior addition to, change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, colors 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 (1) the Board of Directors of the Association, and (2) an architectural committee composed of three or more representatives appointed by the Board, and (3) the appropriate governmental authority. Each request for approval shall be accompanied by a ten-dollar (\$10.00) fee made payable to the Architectural Control Committee.

Recorded 12/18/2008, Bk 13490, page 1410, the Public Records of Miami-Dade County.

AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended as follows:

ARTICLE XII is hereby amended to read as follows:

Garbage receptacles and recycling bins shall not be kept visible from the street and may only be put out for collection after 6:00 p.m. on the night before the designated Metro-Dade pick-up days and must be retrieved no later than 8:00 p.m. on the day of pick-up.

Recorded 12/3/91 Bk 15324 pg.2985.

AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended as follows:

I. ARTICLE XII is hereby amended to read as follows:

y. Any and all operators of motorized scooters, go carts and/ or bicycles are required to be in compliance with all State of Florida and Miami-Dade County Ordances as may be in effect from time to time.

z. Unit owners may employ only the following types of hurricane shutters on their property:

1. Rolling Shutters which are permanently affixed and are operated either by means of a crank handle or activated electrically and which shall have a bird proof roof.
2. Accordion shutters which shall be permanently affixed to the property.
3. Removable aluminum panels.

All permanently affixed shutters shall be white.

All unit owners are required to obtain written approval from the Architectural Committee prior to the installation of permanent shutters and are required to submit specific plans showing the exact location of the installation of permanent shutters to the Architectural Control Committee prior to installing said shutters.

All shutters must meet applicable Miami-Dade County code.

Proper permits shall be obtained from Miami-Dade County and posted on an accessible area in the front of the house. A copy of the permit must be provided to the Board of Directors.

AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended as follows:

Article XII is hereby amended to read as follows

aa. Any homeowner who wishes to leave hurricane shutters closed on their home for any period of time other than as specified in Article XII, Section W of the By-Laws of the Association shall obtain written permission from the Board of Directors prior to putting up the shutters. All requests must state the specific amount of time the shutters are to be closed and the reason therefore. In any event, for those homeowners who are out of town during the hurricane season [June 1 through November 30] of each year, shutters may not be closed on their homes for more than thirty-one (31) consecutive days. This amendment applies to all permanent shutters as defined in Article XII, section Z of the By-Laws of the Association.

Recorded 02/05/2015, Bk 13490, Pg 1410 of the Public Records of Miami-Dade County, Florida.

AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended by a majority of the members at the General Membership Meeting on November 30, 2000 as follows:

1. ARTICLE XII, Section x, is hereby amended to read as follows:

X. Vehicles of any and all types may not be parked on any lawn area visible from the common roadways. This is to include front yards and side yards where visible. This prohibition shall not apply to temporary parking with driveways are under repair.

ARTICLE XII, Section I, is hereby amended to increase the escrow deposit required to be on deposit with the Association for any Lot leased by the owner from \$500.00 to \$1,500.00.

Recorded Jan 16, 2001, Bk 19551, Pag 3042.

AMENDMENT TO THE BY-LAWS AND COVENANTS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws and Covenants of the above corporation are amended as follows: Article XII is hereby amended to read as follows:

[Approved by more than 55% of the vote of members]

RULES AND REGULATIONS

g. Commercial Trucks, Trailer. In order to maintain the high standard of the subdivision with respect to residential appearance, commercial vehicles, house trailers, and trailers of every other description, including campers, mobile homes, shall not be permitted to be parked or to be stored at any place on any lot in the subdivision or common property, except during periods of approved construction on the said lot. This prohibition of parking shall not apply to the temporary parking of truck and commercial services.

Pick-up trucks utilized for PERSONAL use only shall be allowed to park in the Association, as long as they are neatly kept and show no visible evidence of commercial use. Evidence of commercial use includes, but is not limited to, sign promoting or identifying commercial, industrial or agricultural enterprises, machinery or work gear used for commercial activities or trade, dirt, wear or tear usually associated with work activities such as construction, mechanical repairs, farm activities, pool maintenance, fishing or mining.

Recorded 07/05/2012, Bk 13490, pg 1410 of the Public Records of Miami-Dade County, Florida.



AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended by a majority vote of the members at the General Membership Meeting as follows:

Article XII is hereby amended to read as follows:

cc. The Owners are responsible for instructing their invitees, guests, contractors or subcontractor about the appropriate procedures to enter and exit the Association property and to park, travel upon and use the Association's property.

The Owners will be jointly and severally liable with their invitees, gusts, contractors, or subcontractors, to the Association for any amount which is required to be paid by the Association for repairs or to pay for any claim for personal injury or property damage to Association property caused by the negligence of the homeowner's invitees, gusts, contractors or subcontractors.

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AMENDMENT TO THE BY-LAWS OF THE MISSIONS HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the above corporation are amended by a majority vote of the members at the General Membership Meeting as follows:

dd. Shopping carts: Shopping carts of any kind may not be visible on any property (Lot) or in common areas at any time. Any resident who wants to store their shopping cart must store it in their garage or in their residence and not outside within their or the Association's property.

Recorded 7/22/2015 Book 13490 pg. 1410