

EXHIBIT "E"
TO
DECLARATION OF CONDOMINIUM FOR
THE HAMPTONS AT METROWEST, A CONDOMINIUM

BY-LAWS
OF
THE HAMPTONS AT METROWEST CONDOMINIUM ASSOCIATION, INC.

LEOPOLD, KORN & LEOPOLD, P.A.
20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05K.ByLawsExhibitPg.wpd

**BY-LAWS
OF
THE HAMPTONS AT METROWEST CONDOMINIUM ASSOCIATION, INC.**

**I.
IDENTITY**

These are the By-Laws of THE HAMPTONS AT METROWEST CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation ("Association").

**II.
PURPOSES**

This Association has been organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida (the "Act"), and in turn for the purpose of operating, governing, administering and managing the property and affairs of THE HAMPTONS AT METROWEST, a Condominium (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium (the "Declaration of Condominium") to which these By-Laws are attached and, further, to exercise all powers granted to a condominium association under the Act.

**III.
DIRECTORS AND OFFICERS**

A. Directors.

1. The affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of three (3) persons. The members of the Initial Board are designated in the Articles of Incorporation and need not be members of the Association.

2. Section 718.301(1), Florida Statutes provides:

"(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

- a. Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- b. Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- c. When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
- d. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

E:\work\CONDO\Hamptons\Metro\CondoDocs\05L.ByLaws.wpd

- e. Seven years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to Section 718.403, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least five percent, in condominiums with fewer than 500 units, and two percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration."
3. Until such time as the Purchaser Members (defined as the unit owners other than the Developer) shall be entitled to elect all of the Directors, the Developer shall have the absolute right, in its sole and absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.
4. The Purchaser Members shall elect a majority of the Board of Directors, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").
5. Subsequent to the Majority Election Meeting, the Directors shall be elected by the members of the Association at each annual meeting of members and the Directors shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.
6. Directors shall be elected at the Majority Election Meeting and at each annual meeting of the members, as follows:
 - a. The Board of Directors shall be elected by written ballot or voting machine. Any election to fill a vacancy on the Board of Directors due to the expiration of a Director's term shall be by secret ballot. However, in the event the number of vacancies equals or exceeds the number of candidates, no election shall be required. Except to fill vacancies on the Board of Directors caused by recall, proxies shall in no event be used in electing the Board of Directors, either at general elections or at elections to fill vacancies caused by resignation. Not less than sixty (60) days before a scheduled election, the Secretary shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each member of the Association entitled to vote, a first notice of the date of the election. Any member of the Association or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda required pursuant to the provisions of Article VII, Subparagraph A3 of these By-Laws, the Association shall then mail or deliver a second notice of the election to all members of the Association entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate (which information sheet must be furnished by the candidate to the Association not less than thirty five (35) days before the scheduled election), to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the members must cast a ballot to have a valid election. No member of the Association shall permit any other to vote such member's ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

2

assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with the provisions of Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting of the membership of the Association.

7. Directors shall be members of the Association, except that this provision shall not apply to Directors selected by the Developer.

8. No person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence shall be eligible to serve on the Board of Directors. The validity of an action by the Board of Directors shall not be affected if it is later determined that a member of the Board of Directors is ineligible to serve on the Board of Directors due to having been convicted of a felony.

B. Officers.

The Officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, any of whom may be members of the Board of Directors, and such other Officers as the Board of Directors may appoint. The President must be a member of the Board of Directors. The Officers named in the Articles of Incorporation shall serve, unless removed and replaced by the Developer, until the first meeting of the Board of Directors held subsequent to the Majority Election Meeting, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first meeting of the Board of Directors held subsequent to the Majority Election Meeting, shall hold office until the next and ensuing annual meeting of the Board of Directors and until their successors shall have been elected and shall qualify.

C. Resignation, Vacancy, Removal, Compensation.

1. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination of membership in the Association, by the Director or Officer.

2. Subject to the right of the Developer to replace Directors selected by the Developer, the members of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Directors, by electing a person who shall serve until the next annual meeting of the members. In the event of a vacancy on the Board of Directors caused by a recall of a Director, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes, the members of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Directors, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

3. Any Director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes. Directors selected by the Developer shall not be affected by these provisions.

4. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

5. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

IV.
POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but shall not be limited to, the following:

- A. All of the powers specifically provided for in the Declaration of Condominium and the Act.
- B. The power to levy and collect assessments, based upon a budget formally adopted by the Board of Directors; provided, however, the Association shall not charge any fee for use by members of the common elements or of property owned by the Association, unless such use is the subject of a lease between the Association and the members. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the common expenses of the Condominium.
- C. The power to acquire, convey, mortgage, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.
- D. The power to expend monies collected for the purpose of paying the common expenses of the Association.
- E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements of the Condominium.
- F. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium. This Association shall, not less than forty-five (45) days prior to the effective date of any renewals or amendments to the Association's insurance coverage, notify each member of the changes to be made in the Association's insurance coverage, including a description of the property previously covered by the Association's insurance coverage which will no longer be covered and the effective date of such change.
- G. The power to employ the personnel required for the operation of the common elements of the Condominium and the Association.
- H. The power to pay utility bills for utilities serving the common elements of the Condominium.
- I. The power to contract for the management of the Condominium.
- J. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.
- K. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.
- L. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Rules and Regulations duly promulgated by the Association.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

4

M. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

N. The power to pay all taxes and assessments which are or may become liens against the common elements of the Condominium, and to assess the same against the members and their units.

O. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

P. The power to possess and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey, and deal in real and personal property.

Q. The power to enter into, ratify, modify and amend each and every one of the agreements and undertakings contemplated by and contained within the Declaration of Condominium.

R. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or a variable fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of the Association handled and managed by the managing agent.

V.
DUTIES OF OFFICERS

A. The President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.
2. Call special meetings of the Board of Directors and of members.
3. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
5. Appoint committees and be an ex-officio member of all committees, and render an annual report at the annual meeting of members.

B. The Vice President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.
2. Perform all other acts and duties required of the President, in the absence of the President.
3. Perform such other duties as may be required by the Board.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

4. Sign checks on behalf of the Association in the absence of the President.

C. Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

D. The Secretary shall:

1. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

2. Have custody of the corporate seal and affix same when necessary or required.

3. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notices of meetings, keep membership books and receive all applications for membership, for transfer and sale of units, and present such applications to the Board of Directors.

4. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

5. Have custody of the minute book of the meetings of the Board of Directors and of the members, which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and by the Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. Minutes of all meetings of the Board of Directors and of members shall be reduced to writing and shall be available for inspection by members, or their authorized representatives, within thirty (30) days after the date of each such meeting. The minutes of all meetings of the Board of Directors and of the members shall be retained by the Secretary for a period of not less than seven (7) years.

6. Ballots, sign-in sheets voting proxies and all other papers relating to elections shall be maintained as part of the Association Records (as herein defined) for a period of one (1) year from the date of the meeting to which such documents relate.

7. If the Association owns, leases or has reasonable access to a photocopy machine, the Association shall, at the request of any member or the authorized representative of such member, make photocopies of Association Records, as requested by such member or by the authorized representative of such member. The Association shall not charge any fee to the member or to the authorized representative of such member in connection with inspection of the Association Records, except that the Association may charge a reasonable fee for the cost of making copies, provided such fee does not exceed \$.25 per page.

8. Maintain copies of all documents required to be maintained by the Association in accordance with Section 718.111(12), Florida Statutes (the "Association Records"). The Association Records shall be maintained within the State of Florida, shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times and shall be made available to a member, or the authorized representative of such member, within five (5) working days after receipt of a written request by the Board of Directors or its designee. The failure of the Association to provide the Association Records within ten (10) working days after receipt of a written request shall create a rebuttable presumption that the Association failed to comply with the requirements of Section 718.111(12)(c), Florida Statutes. The right to inspect the Association Records includes the right to make or obtain copies, at the reasonable expense, if any, of such member.

9. The Association shall maintain at the Condominium Property an adequate number of copies of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, the Rules and Regulation adopted by the Association, and all amendments to each of the foregoing, as well as the Question and Answer Sheet required pursuant to the provisions of Section 718.504, Florida Statutes, to ensure their availability to members and prospective purchasers of units in the Condominium. The Association may charge the actual costs incurred by the Association in the preparation and furnishing of these documents to the parties requesting these documents.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

10. The Association shall prepare a Question and Answer Sheet in accordance with the provisions of Section 718.504, Florida Statutes and shall update the Question and Answer Sheet annually.

E. The Treasurer shall:

1. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

2. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association. The Treasurer shall maintain all accounting records for the Association and for the Condominium, as may be required by Section 718.111(12)(a)11, Florida Statutes (the "Accounting Records"), for a period of not less than seven (7) years. The Accounting Records shall be maintained in Orange County, Florida or in Broward County, Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The Treasurer shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. The Treasurer shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting of members and make all reports required by law.

3. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

VI. MEMBERSHIP

A. Except as may be provided in the Articles of Incorporation, membership in the Association is limited to owners of condominium units in the Condominium. Membership is automatically conferred upon acquisition of a condominium unit in the Condominium, as evidenced by the filing of a deed of conveyance amongst the Public Records of Orange County, Florida or, as provided in the Declaration of Condominium, for transfer of membership upon the death of a member.

B. If a condominium unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or by the proper corporate officer) of said unit, filed with the Secretary of the Association. In addition, only the voter designated in such Voting Certificate shall have the right to appoint a proxy. In the absence of such a writing, such vote shall not be counted; provided, however, that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.

C. Membership in the Association may be transferred only as an incident to the transfer of title to the condominium unit.

D. Membership shall terminate upon the transfer of title to a condominium unit.

VII. MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. Meetings of Members.

1. Annual meetings: The annual meeting of the Association shall be held at the office of the Association on the second Tuesday in December of each calendar year. At such meetings there shall

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

7

be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

2. Special meetings: It shall be the duty of the President to call a special meeting of the members of the Association as directed by resolution of the Board of Directors or upon a petition signed by members having fifty-one (51%) percent of the total votes in the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, a special meeting of the members of the Association, to recall or remove a member of the Board of Directors, shall be called upon members having at least ten (10%) percent of the total votes in the Association giving notice of the meeting, provided the notice states the purpose of the special meeting.

3. Notice of meetings: It shall be the duty of the Secretary to provide notice (which notice shall incorporate an identification of agenda items) of all meetings of members stating the purpose thereof as well as the time and place where it is to be held, to each member of record at each member's address as it appears on the membership book of the Association, or, if no address appears, at each member's last known place of address, at least fourteen (14) days prior to such meeting. Notice of all meetings of members shall be posted at a conspicuous place at the Condominium, at least fourteen (14) continuous days preceding the meeting, and at least 48 continuous hours in advance of each other meeting, except in cases of emergency. The Board of Directors, upon notice to the members, shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of the meetings of the members shall be posted. If hand delivered, receipt of such notice shall be evidenced by receipt signed by the member. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with provisions of Section 718.112(2)(d), Florida Statutes, to each member at the address last furnished to the Association. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

4. Budgetary meetings: The Board of Directors shall hand deliver to each member or mail to each member a meeting notice indicating the date, time and place of the meeting together with a copy of the proposed annual budget, not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting will be open to members. If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written application of members having not less than 10% of the total votes in the Association received by the Board of Directors within twenty one (21) days after adoption of the annual budget, shall conduct a special meeting of the members within sixty (60) days after adoption of the annual budget, provided that not less than fourteen (14) days' written notice is given to each member. At the special meeting, members may consider and enact a budget by a vote of not less than 51% of the total votes in the Association. If a special meeting of members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the property of the Condominium, anticipated to be incurred on a regular or annual basis, or assessments for betterments to the property of the Condominium shall be excluded from the computation.

5. Quorum: The presence, either in person or by proxy, of members having at least 33 1/3% of the total votes in the Association shall constitute a quorum for the transaction of business at all meetings of members. The written joinder of members may not be utilized to establish a quorum, when such joinder occurs subsequent to the meeting.

6. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

7. Voting: There shall be one (1) vote allocated to each Unit in the Condominium. The vote of members holding not less than a majority of the total votes of the Association present, either in person or by proxy, shall decide any question brought before any meeting of the membership of the Association, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium, a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

8

8. **Conduct of Meeting:** All members shall have the right to participate at all meetings of the members of the Association with respect to all designated agenda items. Further, any member may tape record or videotape a meeting of the members of the Association.

9. **Proxies:** A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned sessions thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member granting it. A member may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements as provided by Section 718.111(13), Florida Statutes (however, the Association must provide, at a minimum, a financial report to its members); for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Act requires or permits a vote of the members. No proxy, limited or general, shall be used in the election of members to the Board of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

10. **Waiver and consent:** Nothing herein shall be construed to prevent a member from waiving notice of a meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted.

B. Meeting of Directors:

1. **Organizational meeting:** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. Notice of the first meeting of a newly elected Board of Directors shall be provided in accordance with the provisions of Section 718.112(2)(c), Florida Statutes.

2. **Annual meetings:** There shall be an annual meeting of the Board of Directors immediately prior to the annual meeting of the members, at the offices of the Association.

3. **Regular meetings:** The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate.

4. **Special meetings:** Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two-thirds of the Board of Directors.

5. **Notice to members:** All meetings of the Board of Directors at which a quorum of the members is present shall be open to all members. Any member may tape record or videotape meetings of the Board of Directors. In addition, the right to attend such meetings shall include the right to speak at such meetings with reference to all designated agenda items. Notice of the time and purpose (specifically incorporating an identification of agenda items) of all meetings of the Board of Directors shall be conspicuously posted at the Condominium at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting of the Board of Directors at which non-emergency special assessment, or at which amendments to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the members and posted conspicuously at the Condominium not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and shall be filed among the official records of the Association.

Upon notice to the members, the Board of Directors shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of meetings of the Board of Directors shall be posted.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

6. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof, unless such Director attends a meeting for the sole purpose of objecting to the propriety of the notice provided to him.

7. Voting at meetings: A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors. A vote or abstention for each Director present at a meeting of the Board of Directors shall be recorded in the minutes of such meeting.

8. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

VIII. **PROCEDURE**

A. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, these By-Laws or applicable Florida law.

B. The order of business at annual members' meetings and as far as appropriate at other members' meetings will be:

1. Collection of Ballots not yet cast;
2. Election of Chairman;
3. Roll Call;
4. Proof of Notice of Meeting; or Waiver of Notice;
5. Reading of Minutes of Prior Meeting;
6. Officers' Reports;
7. Committee Reports;
8. Elections;
9. Unfinished Business;
10. New Business;
11. Adjournment.

IX. **ASSESSMENTS AND MANNER OF COLLECTION**

A. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium and the Association. The common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Act.

B. The Board shall adopt a budget for the Association and the Condominium during the month preceding the fiscal year wherein the budget will take effect, which budget shall include a schedule of assessments to be paid by the members.

C. Each Member shall be responsible for the payment of the assessments imposed against such member's unit in an amount equal to the percentage of responsibility for payment of common expenses provided in the Declaration of Condominium.

D. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons\Metro\CondoDocs\05L.ByLaws.wpd

E. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

F. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each member. Until further notice, assessments shall be made payable to the Association and shall be payable at the office of the Association.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or be less than, the sums required to meet the cash requirements of the Condominium and the Association, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of such member's proportionate share for any deficiency. Notice of all changes in assessments shall be given to all members.

G. Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

H. The failure to pay any assessment within five (5) days from the date due shall entitle the Association to levy a late charge against the delinquent member for each thirty (30) day period that the assessment remains delinquent in an amount not to exceed the greater of \$25.00 or five percent (5.00%) of the assessment.

I. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent member in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each member shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

J. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

X. FISCAL MATTERS

A. Fiscal year: The fiscal year of the Association shall end on December 31st of each year.

B. Depositories: The funds of the Association shall be deposited in a savings and loan association or in a bank doing business in Orange County, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized Officers. Said funds shall be used only for Association purposes.

C. Association Funds: All funds of the Association shall be maintained separately in the name of the Association. Reserve and operating funds of the Association shall not be commingled, unless combined for investment purposes. However, such funds, if combined, must be accounted for separately and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined accounts. All such funds shall be maintained in accounts at a financial institution as defined in Section 655.005, Florida Statutes. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes and no agent, employee, officer or director of the Association shall commingle any funds of the Association with such person's funds or with the funds of any other condominium association or with the funds of any community association as defined in Section 468.431, Florida Statutes.

D. Fidelity bonds: The Association shall obtain and maintain adequate insurance or fidelity bonding for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. "Persons who control or disburse funds of the Association" include, but are not limited to, those

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

11

individuals authorized to sign checks on behalf of the Association and the President, the Secretary and the Treasurer of the Association. The premium for such insurance or bonds shall be paid for by the Association.

E. Records: The Association shall maintain accounting records according to good accounting practice, which records shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditures for each member which shall designate the name and address of the member, the amount of each assessment, the amounts paid upon the account and the balance due, in a register of names for the benefit of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if requested.

F. Annual report: An annual report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the financial statement obtained from such annual report shall be furnished to each member no later than the first day of April following the fiscal year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or by mailing to the member at his last known address as shown on the books and records of the Association.

G. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium.

XI. ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements of the Condominium, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements and common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

XII. VIOLATION AND DEFAULTS

In the event of a violation, other than non-payment of an assessment by a member, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation or any provision of the Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or many be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Act and in every such proceeding, the prevailing party shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien by foreclosure, the Association, provided the member has remained in possession of the unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from such member from the date on which the payment of any assessment became delinquent and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

XIII. AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by members, present in person or by proxy, having at least 75% of the votes at the meeting, provided that notice of the proposed amendment (unless waived) is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having a majority of the total votes in the Association.

No amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons\Metro\CondoDocs\05L.ByLaws.wpd

Articles of Incorporation or the Declaration of Condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: Substantial re-wording of By-Law. See By-Law Article __ for present text. Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. Each amendment to the By-Laws must set forth, on the first page thereof, the book and page of the public records where the Declaration of Condominium has been recorded. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Orange County, Florida.

XIV. VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Laws.

XV. ARBITRATION AND MEDIATION

Internal disputes arising from the operation of the Association and the Condominium, among the Developer, members, the Association and their agents and assigns, shall be submitted to mandatory nonbinding arbitration and/or mediation in accordance with the terms and provisions of Section 718.1255 of the Act.

XVI. ENFORCEMENT

Every member, every lessee and all invitees shall comply with the provisions of the Declaration of Condominium, these By-Laws, the Articles of Incorporation of the Association and all Rules and Regulations adopted by the Association, as may be amended from time to time. Failure of a member, lessee or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a member, lessee or invitee for failure of a member, lessee, or invitee, or their family members, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation set forth in the Declaration of Condominium, or in the Articles of Incorporation or in the By-Laws or with respect to the Rules and Regulations adopted by the Association, provided the following procedures are adhered to.

A. Notice. The Association shall notify the member, lessee or invitee of the alleged infraction or infractions. Included in the notice shall be the date, time and place of the meeting of the committee of members of the Association (the "Committee") appointed by the Board of Directors to review the alleged infraction or infractions. At this meeting the member, lessee or invitee shall present reasons why penalties should not be imposed, which meeting shall take place not less than fourteen (14) days from delivery of such notice to the member, lessee or invitee. The notice to the member, lessee or invitee, shall also set forth the provisions of the Declaration of Condominium, the Rules and Regulations, the Articles of Incorporation and/or of these By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association. At such meeting, the member, lessee or invitee shall be entitled to be represented by counsel (at his expense) and to cross-examine and present witnesses and other testimony or evidence.

B. Hearing. At the hearing, non-compliance shall be presented to the Committee of other members of the Association and the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. At this hearing, the member, lessee or invitee (as may be applicable) shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and review, challenge and respond to any material considered by the Association. A written decision of the Committee shall be submitted to the member or lessee and to the Board of Directors

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L.ByLaws.wpd

13

not later than twenty-one (21) days after the meeting of the Committee. If the Committee does not agree with the proposed fine, then the fine may not be levied.

C. Fines. The Board of Directors may impose a fine against the member, the lessee or invitee in an amount not to exceed ONE HUNDRED AND NO/100 (\$100.00) DOLLARS for each violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall, in the aggregate, exceed ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.

D. Payment of Fines. Fines shall be paid not later than ten (10) calendar days after notice of the imposition or assessment of the penalties.

E. Collection of Fines. The Association is hereby authorized to collect all fines imposed in the same manner as the Association may collect all obligations owed to it; provided, however, that a fine cannot become a lien against the unit owned by the affected member.

F. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

G. Non-Exclusive Remedy. These fines shall not be construed to be exclusive remedies. The remedies provided for in this Article XVI shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending member, lessee or invitee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such member, lessee or invitee.

XVII.
INSURANCE

The Association shall mail a notice to each member not less than 45 days prior to the effective date of any renewal of or amendment to the Association's insurance coverage which reflects the changes authorized by Chapter 84-368, Florida Statutes, and the Association shall advise each member of any change in insurance coverage to be provided by the Association, including a description of the property previously covered by insurance obtained by the Association which will no longer be covered, and of the effective date of such change.

XVIII.
CERTIFICATE OF COMPLIANCE

The Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the units in the Condominium to the applicable fire and life safety code.

The foregoing was adopted as the By-Laws of THE HAMPTONS AT METROWEST CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by the unanimous vote of the members on the _____ day of _____, _____.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

EXHIBIT "F"

TO

DECLARATION OF CONDOMINIUM FOR

THE HAMPTONS AT METROWEST, A CONDOMINIUM

MAINTENANCE GUARANTEE SCHEDULE

LEOPOLD, KORN & LEOPOLD, P.A.
20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05L2.MaintExhibitPg.wpd

THE HAMPTONS @ METROWEST CONDOMINIUM ASSOCIATION, INC.
 PHASE 1-MAINTENANCE FEE SCHEDULE
 Jan. 01, 2005 - Dec. 31, 2005

Unit Type	Qty	TOTAL				Unit		
		Unit Sq.Ft.	Sq. Ft. BY TYPE	% E.a	Total % By Type	Mo. Fee W/O Res.	Unit Annual Fee W/O Res.	Unit Type Mo. Fee W/O Res.
A/A1	19	816	15,504	0.183034800%	3.4778612000%	\$ 143.68	\$ 1,724.18	\$ 2,729.95
A2	7	1,035	7,245	0.232158110%	1.6251067700%	\$ 182.24	\$ 2,188.92	\$ 1,275.70
A3	16	945	15,120	0.211970450%	3.3915272000%	\$ 166.40	\$ 1,996.75	\$ 2,662.33
B/B1	47	1,107	52,029	0.245308240%	11.6704872800%	\$ 194.92	\$ 2,339.05	\$ 9,161.27
B2	2	1,327	2,654	0.297855880%	0.5953117200%	\$ 233.66	\$ 2,803.90	\$ 467.32
B3	25	1,233	30,825	0.278570970%	6.9142742500%	\$ 217.11	\$ 2,605.28	\$ 5,427.67
B4	2	1,492	2,984	0.334866570%	0.6893331400%	\$ 262.71	\$ 3,152.54	\$ 525.42
C/C1	31	1,260	39,060	0.282627260%	8.7614450600%	\$ 221.86	\$ 2,662.33	\$ 6,877.69
C3	8	1,387	11,096	0.311114300%	2.4889144000%	\$ 244.22	\$ 2,930.68	\$ 1,953.79
D/D1	2	1,278	2,556	0.286664800%	0.5733296000%	\$ 225.03	\$ 2,700.37	\$ 450.06
D2	3	1,489	4,467	0.333993650%	1.0019809500%	\$ 262.18	\$ 3,146.20	\$ 786.55
E	12	1,634	19,608	0.368518055%	4.3982166600%	\$ 287.71	\$ 3,452.58	\$ 3,452.58
E1	18	1,548	27,864	0.347227780%	6.2501000400%	\$ 272.57	\$ 3,270.86	\$ 4,906.30
F	15	658	9,870	0.147564240%	2.2139136000%	\$ 115.86	\$ 1,390.33	\$ 1,737.91
G	6	883	5,298	0.198063390%	1.1883803400%	\$ 155.48	\$ 1,865.75	\$ 932.87
G1	6	1,092	6,552	0.244943630%	1.4696617900%	\$ 192.28	\$ 2,307.35	\$ 1,153.88
G2	24	885	21,240	0.198512010%	4.7642882400%	\$ 155.83	\$ 1,869.97	\$ 3,739.94
G3	18	930	16,740	0.208605840%	3.7549051200%	\$ 163.75	\$ 1,965.05	\$ 2,947.58
H	28	1,235	34,580	0.277019580%	7.7565482400%	\$ 217.46	\$ 2,609.51	\$ 6,068.85
H1	22	1,256	27,632	0.281730030%	6.1980606800%	\$ 221.16	\$ 2,653.88	\$ 4,965.45
H2	12	1,430	17,160	0.320759510%	3.8491141200%	\$ 251.79	\$ 3,021.54	\$ 3,021.54
H3	18	1,160	20,880	0.260196530%	4.8835375400%	\$ 204.25	\$ 2,451.04	\$ 3,676.55
H4	12	1,181	14,172	0.264906980%	3.1788837600%	\$ 207.95	\$ 2,495.41	\$ 2,495.41
J	8	1,410	11,280	0.316273370%	2.5301869600%	\$ 248.27	\$ 2,979.28	\$ 1,986.18
J1	10	1,435	14,350	0.321881050%	3.2188105000%	\$ 252.68	\$ 3,032.10	\$ 2,528.75
J2	4	1,800	6,400	0.358891760%	1.4355670400%	\$ 281.73	\$ 3,380.74	\$ 1,126.91
Sub-Total residential	375		437,166		98.0595481700%			\$ 76,976.25
Retail								
CU-1	1	409	409	0.091640770%	0.0916407700%	\$ 71.94	\$ 863.25	\$ 71.94
CU-2	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-3	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-4	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-5	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-6	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-7	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-8	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-9	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-10	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-11	1	476	476	0.106714230%	0.1067142300%	\$ 83.77	\$ 1,005.24	\$ 83.77
CU-12	1	578	578	0.129593580%	0.1295935800%	\$ 101.73	\$ 1,220.76	\$ 101.73
CU-13	1	945	945	0.211882970%	0.2118829700%	\$ 166.33	\$ 1,995.92	\$ 166.33
CU-14	1	1,025	1,025	0.229919520%	0.2299195200%	\$ 180.49	\$ 2,165.83	\$ 180.49
CU-15	1	937	937	0.210274690%	0.2102746900%	\$ 165.06	\$ 1,980.77	\$ 165.06
Sub-Total Commercial	15		8,661		1.9404538300%			\$ 1,523.25
TOTAL	390		445,817		100.0000000000%			\$ 78,499.50

Total Monthly Required Assessment per Month w/o Reserves

Total Monthly Required Assessment per Month w/ Reserves

THE HAMPTONS @ METROWEST CONDOMINIUM ASSOCIATION, IN
 PHASE I and II - MAINTENANCE FEE SCHEDULE
 Jan. 01, 2005 - Dec. 31, 2005

Unit Type	Qty	% E.a	Total % By Type	Unit		Unit Type
				Mo. Fee W/O Res.	Annual Fee W/O Res.	Mo. Fee W/O Res.
A/A1	38	0.08237000%	3.51006000%	\$ 132.07	\$ 1,584.86	\$ 5,018.71
A2	26	0.11716000%	3.04618000%	\$ 167.52	\$ 2,010.20	\$ 4,355.42
A3	40	0.10987200%	4.27888000%	\$ 152.95	\$ 1,836.29	\$ 6,117.98
B/B1	125	0.12531100%	15.66387500%	\$ 178.17	\$ 2,150.05	\$ 22,398.33
B2	4	0.15021400%	0.60085600%	\$ 214.78	\$ 2,577.33	\$ 859.11
B3	63	0.13957400%	8.79316200%	\$ 198.56	\$ 2,394.77	\$ 12,572.53
B4	4	0.16888200%	0.67558800%	\$ 241.48	\$ 2,897.80	\$ 965.93
C/C1	76	0.14263000%	11.12814000%	\$ 203.93	\$ 2,447.20	\$ 15,908.81
C3	12	0.15700600%	1.88407200%	\$ 224.49	\$ 2,693.86	\$ 2,693.86
D/D1	4	0.14468800%	0.57867200%	\$ 208.85	\$ 2,482.17	\$ 827.39
D2	18	0.16855200%	3.03393600%	\$ 241.00	\$ 2,891.98	\$ 4,337.94
E	24	0.18138333%	4.35320000%	\$ 259.34	\$ 3,112.12	\$ 6,224.24
E1	36	0.17523100%	6.30831600%	\$ 250.55	\$ 3,006.56	\$ 9,019.58
F	23	0.07448500%	1.71315500%	\$ 106.50	\$ 1,277.99	\$ 2,449.48
G	10	0.05996400%	0.99964000%	\$ 142.91	\$ 1,714.98	\$ 1,429.15
G1	10	0.12361300%	1.23613000%	\$ 176.74	\$ 2,120.91	\$ 1,767.43
G2	40	0.10018100%	4.00724000%	\$ 143.24	\$ 1,718.67	\$ 5,729.58
G3	30	0.10827500%	3.15825000%	\$ 150.52	\$ 1,806.28	\$ 4,518.99
H	38	0.13980000%	5.31240000%	\$ 199.89	\$ 2,398.65	\$ 7,695.71
H1	32	0.14217700%	4.54968400%	\$ 203.29	\$ 2,439.43	\$ 6,505.14
H2	16	0.16167400%	2.58968400%	\$ 231.45	\$ 2,777.38	\$ 3,703.18
H3	22	0.13131000%	2.88820000%	\$ 187.75	\$ 2,252.98	\$ 4,130.46
H4	16	0.13368700%	2.13868200%	\$ 191.15	\$ 2,293.78	\$ 3,058.25
J	14	0.15981000%	2.23454000%	\$ 228.21	\$ 2,736.54	\$ 3,194.86
J1	14	0.18244000%	2.27418000%	\$ 232.28	\$ 2,787.10	\$ 3,251.81
J2	6	0.18111700%	1.08670200%	\$ 256.96	\$ 3,107.55	\$ 1,553.77
Sub-Total residential	743		98.04147400%			\$ 140,180.45
Retail						
CU-1	1	0.04624700%	0.04624700%	\$ 66.12	\$ 793.49	\$ 66.12
CU-2	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-3	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-4	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-5	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-6	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-7	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-8	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-9	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-10	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-11	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-12	1	0.08540000%	0.08540000%	\$ 93.51	\$ 1,122.11	\$ 93.51
CU-13	1	0.10682800%	0.10682800%	\$ 152.89	\$ 1,834.64	\$ 152.89
CU-14	1	0.11603100%	0.11603100%	\$ 165.90	\$ 1,990.82	\$ 165.90
CU-15	1	0.10611700%	0.10611700%	\$ 151.73	\$ 1,820.72	\$ 151.73
CU-16	1	0.04624700%	0.04624700%	\$ 66.12	\$ 793.49	\$ 66.12
CU-17	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-18	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-19	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-20	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-21	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-22	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-23	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-24	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-25	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-26	1	0.05385400%	0.05385400%	\$ 77.00	\$ 924.01	\$ 77.00
CU-27	1	0.08540000%	0.08540000%	\$ 93.51	\$ 1,122.11	\$ 93.51
CU-28	1	0.10682800%	0.10682800%	\$ 152.89	\$ 1,834.64	\$ 152.89
CU-29	1	0.11603100%	0.11603100%	\$ 165.90	\$ 1,990.82	\$ 165.90
CU-30	1	0.10611700%	0.10611700%	\$ 151.73	\$ 1,820.72	\$ 151.73
Sub-Total Commercial	30		1.95862800%			\$ 2,800.32
TOTAL	773		100.00000000%			\$ 142,980.77

Total Monthly Required Assessment per Month w/o Reserves

Total Monthly Required Assessment per Month w/ Reserves

EXHIBIT "G"
TO
DECLARATION OF CONDOMINIUM FOR
THE HAMPTONS AT METROWEST, A CONDOMINIUM

RULES AND REGULATIONS

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05M.RuleRegExhibitPg.wpd

**RULES AND REGULATIONS
FOR
THE HAMPTONS AT METROWEST, A CONDOMINIUM**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the commonly used facilities available for use by the unit owners within the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

- a. Violations should be reported, in writing, to the Board of Directors of the Association.
- b. Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
- c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- d. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The commonly used facilities available for use by the unit owners within the Condominium are for the use of unit owners, their lessees and their respective family members and guests. No guest of any unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Directors. Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner.

3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

4. OBSTRUCTIONS: The parking areas, sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roofs thereon, except for installations constructed thereon by the Developer and/or by agents of the Developer.

5. CHILDREN: Children are not to play in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

6. DESTRUCTION OF PROPERTY: Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons\Metro\CondoDocs\05N.RuleRegulations.wpd

7. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

8. **SIGNS:** There shall be no "For Sale" or "For Rent/ Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except for signs displayed by the Developer and/or by agents engaged by the Developer.

9. **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

10. **WINDOWS AND BALCONIES:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows, terraces or balconies. No objects shall be hung from balconies, terraces or window sills; except that unit owners may display one (1) portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps. or Coast Guard, regardless of any provisions of the Declaration of Condominium or the Rules and Regulations dealing with flags. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from balconies, doors, windows or terraces. No cooking shall be permitted on any balcony or terrace. Unit owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces. No balconies or terraces may be enclosed, except by the Developer.

11. **INGRESS AND EGRESS:** Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

12. **STORAGE AREAS:** Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

13. **BICYCLES:** Bicycles must be placed or stored in the designated areas, if any.

14. **ATTIRE:** Unit owners, their lessees, their family members and guests shall not appear at or use the lobby areas or the recreational facilities, except in appropriate attire. No bare feet are allowed in the parking areas, in the lobby areas or on the stairways.

15. **PLUMBING:** Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

16. **TRASH:** All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers. Trash collection containers may be used only between 7:00 A.M. and 11:00 P.M.

17. **ROOFS:** Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roofs for any purpose whatsoever.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons\Metro\CondoDocs\05N.RuleRegulations.wpd

2

18. **SOLICITATION:** There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

19. **EMPLOYEES:** Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the buildings by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

20. **FIRE DOORS:** Unit owners, lessees, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

21. **SWIMMING POOL(S):** Unit owners, their lessees and their guests using the swimming pool shall do so at their own risk. Unit owners, their lessees and their guests shall obey the posted swimming pool rules. The following are basic rules for all persons using the swimming pool(s):

- a. Unit owners and lessees are prohibited from bringing children under fourteen (14) years of age to the swimming pool and leaving them as they are expected to personally supervise their children.
- b. Swimming in the pool is permitted only between the hours posted.
- c. A child who cannot safely swim may not be brought to the swimming pool unless accompanied, at all times, by an adult. Such a child cannot enter the swimming pool unless accompanied by an adult who is at the pool in proper bathing attire.
- d. All persons using the swimming pool must be appropriately attired.
- e. All persons must shower thoroughly before entering the swimming pool.
- f. Pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
- g. Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.
- h. Animals are not permitted in the general swimming pool area.
- i. Running, jumping, skating or any other activity which creates a danger or annoyance in the general swimming pool area is prohibited.
- j. Beverage or food is not to be consumed pool side, except with the permission of the Board of Directors and then only in areas designated by the Board of Directors.
- k. If suntan oil is used, a beach towel must be used to cover pool and patio furniture.
- l. Children who are not toilet trained, whether wearing diapers or not, are prohibited from entering the swimming pool.

22. **MOTOR VEHICLES.** No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, servants, agents, visitors, licensees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twenty four (24) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05N.RuleRegulations.wpd

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal while within the Condominium Property.

23. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color, and shall be an accordion type storm shutter. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this Paragraph No. 23 without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium Property and Association property.

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this Paragraph No. 23 of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the Board of Directors, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

24. PEST CONTROL. All unit owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the units, at regularly scheduled times, to perform pest control services.

25. COOPERATION WITH BOARD OF DIRECTORS. All unit owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-out schedule for the moving of furniture and furnishings.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

**THE HAMPTONS AT METROWEST CONDOMINIUM
ASSOCIATION, INC.**

By: _____

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\Hamptons@Metro\CondoDocs\05N.RuleRegulations.wpd

4