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THIS INSTRUMENT PREPARED BY:
Oscar R. Rivera, Esquire
Siegfried, Rivera, Lerner,
De la Torre & Sobel, PA
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134

**SUPPLEMENTAL DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
PEARL LAKES FOR
CHELSEA ESTATES**

ADRIAN DEVELOPERS CORP., a Florida corporation (hereinafter "Developer"), has executed a Declaration of Restrictions and Protective Covenants for Pearl Lakes, dated July 28, 1995 and recorded October 12, 1995 in Official Records Book 16950 at Page 1142 of the Public Records of Miami-Dade County, Florida, which Declaration was supplemented by Supplemental Declaration Amending Declaration of Restrictions and Protective Covenants dated December 20, 1995, recorded February 20, 1996 in Official Records Book 17101 at Page 1358 of the Public Records of Miami-Dade County, Florida, and re-recorded April 19, 1996 in Official Records Book 17171, Page 2023 of the Public Records of Miami-Dade County, Florida, which was amended and restated by that certain Restated Declaration amending the Declaration of Covenants, Conditions and Restrictions for Pearl Lakes dated DEC 17, 2002 and recorded under Clerk's File No.: 03R180489. (the "Declaration") Developer is the owner of various parcels or real property which are included within the properties subject to the Declaration, which parcels are described on Exhibit "A" hereof ("Chelsea Estates"). Developer desires to impose additional restrictions on Chelsea Estates and hereby declares that Chelsea Estates shall be held, sold and conveyed subject to the Declaration and the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of Chelsea Estates and shall run with the land and shall bind all parties having any title and assigns, and shall inure to the benefit of each owner hereof.

**ARTICLE I
DEFINITIONS**

All terms used in this Supplemental Declaration shall have the same meaning as set forth in the Declaration, unless otherwise provided herein.

**ARTICLE II
CHELSEA ESTATES SUBDISTRICT AND ELECTORAL DISTRICT**

2.01 Chelsea Estates shall constitute a Subdistrict (the "Chelsea Estates Subdistrict") as provided for in Article I, Section 1.31 of the Declaration.

2.02 The Chelsea Estates Subdistrict shall constitute an Electoral District as provided for in Article I, Section 1.115 of the Declaration.

**ARTICLE III
CHELSEA ESTATES SUBASSOCIATION**

3.01 The Developer desires to create the Chelsea Estates Homeowners' Association, Inc., a corporation not for profit, under the laws of the State of Florida (the "Chelsea Estates Association"), to which the rights, powers, duties and obligations of the Pearl Lakes Homeowners' Association, Inc. under the Declaration, as it relates to the Chelsea Estates Common Areas, as defined in Article IV below and Residential Property within the Chelsea Estates Subdistrict are hereby delegated and assigned including, without limitation, operation and administration of the Chelsea Estates Subdistrict.

3.02 The Articles of Incorporation of Chelsea Estates Homeowners' Association, Inc., have been filed with the Secretary of State, a copy of which are attached hereto as Exhibit "C".

3.03 The Bylaws of Chelsea Estates Homeowners' Association, Inc. have been adopted by the Board of Directors of Chelsea Estates Homeowners' Association, Inc., a copy of which are attached hereto as Exhibit "D".

ARTICLE IV MAINTENANCE

4.01 The following areas, which are located within Chelsea Estates, are for the common benefit and enjoyment of Owners of Residential Property within Chelsea Estates (collectively the "Chelsea Estates Common Areas"):

- a) The property described on Exhibit "B" hereto.
- b) Any property that is hereafter acquired by the Chelsea Estates Association and any property that is hereafter subjected to an easement in favor of the Chelsea Estates Association.

4.02 The Chelsea Estates Common Areas shall be owned and maintained by the Chelsea Estates Association exclusively for the common benefit and enjoyment of Owners of Residential Property within Chelsea Estates.

4.03 The Chelsea Estates Association shall maintain and keep in good repair all lawns, landscaping and irrigation systems within the Chelsea Estates Common Areas, such maintenance to be funded as hereinafter provided. The maintenance shall include, but not limited to, mowing, weeding, general cleanup, maintenance, repair and replacement of all landscaping and other flora and any other improvements within the Chelsea Estates Common Areas, other than residential structures, provided that if any repair or replacement is covered by insurance, the insurance proceeds shall be paid to the Chelsea Estates Association or the repair or replacement shall be undertaken by and at the expense of the Owner who is the policy holder, as determined on a case by case basis at the sole discretion of the Chelsea Estates Association. In the event the Chelsea Estates Association elects to undertake a repair or replacement that is covered by insurance and the Owner who is the policy holder collects the insurance proceeds but does not pay the proceeds to the Chelsea Estates Association, the Chelsea Estates Association shall have all rights of collection as provided for in Article VIII of the Declaration with respect to Assessments. In addition to the above, the Chelsea Estates Association shall also provide lawn mowing and edging of the front yard of each Residential Unit in Chelsea Estates. Such work shall not include any planting, fertilizing, cutting, replacement or trimming of landscaping. Such shall be the sole responsibility of each Owner. The cost of the mowing and edging of the front yard of each Residential Unit shall be a cost of operating the Chelsea Estates Association and shall be funded as provided in Section 4.04 below.

4.04 The cost for operating, maintaining and insuring the Chelsea Estates Common Areas and operating the Chelsea Estates Association shall be assessed as a Subdistrict Assessment only against owners of Residential Property within Chelsea Estates as provided for in Article VI, Section 6.04 and Article VII of the Declaration.

* 4.05 The Board of Directors of the Chelsea Estates Association, may from time to time impose reasonable rules, regulations and restrictions pertaining to Chelsea Estates.

4.06 Except as provided in Section 4.03 above, all maintenance and repair of Residential Property in Chelsea Estates shall be the responsibility of the Owner thereof. This responsibility shall include, but not be limited to: paint, roof, driveway, walkways, pipes, lines, ducts, conduits and other apparatus which serve the Owner's Residential Unit, whether or not located within the Residential Property's boundaries.

4.07 In the event the Chelsea Estates Subdistrict is expanded to include subsequent phases of Chelsea Estates, additional areas may be designated for the common benefit and enjoyment of Owners of Residential Property with Chelsea Estates. If so, such areas will be specifically identified in an amendment to this Supplemental Declaration, as provided for in Section 6.02 of Article VI below and such areas will be added to the definition of and become part of the Chelsea Estates Common Areas as set forth in Section 5.01 above.

ARTICLE V ASSOCIATION EASEMENT

The officers, agents, employees and independent contractors of the Chelsea Estates Association shall have a non exclusive easement to enter upon any portion of Chelsea Estates for the purpose of performing or satisfying the duties and obligations of the Chelsea Estates Association as set forth herein and in the Declaration.

**ARTICLE VI
AMENDMENT**

6.01 This Supplemental Declaration is in addition to and not in lieu of the Declaration, and in the event of any conflict between the provisions of this Supplemental Declaration and the Declaration, the more restrictive shall apply.

6.02 The Chelsea Estates Subdistrict may be expanded from time to time and in conjunction therewith, additional areas may be designated as being for the common benefit and enjoyment of Owners of Residential Property within Chelsea Estates. To do so, Developer shall prepare an amendment to this Supplemental Declaration and record the amendment in the Public Records of Miami-Dade County, Florida therein making specific reference to this Supplemental Declaration. Developer may prepare and record such amendment at any time and from time to time without approval of the Board or the Owners of Residential Property within Chelsea Estates or otherwise.

6.03 This Supplemental Declaration may be amended at any time by the Developer, so long as Class "B" Membership exists, without the approval of the Board or the Owners of Residential Property within Chelsea Estates or otherwise. Once Class "B" Membership no longer exists, this Supplemental Declaration may be amended from time to time upon approval of the Owners of a majority of the Residential Property subject hereto and the Developer, so long as the Developer owns any property subject to the Declaration, for the purpose of removing any of the covenants, conditions, restrictions and easements contained herein. Any such amendment shall be executed by the Developer and shall become effective upon recording in the Public Records of Miami-Dade County, Florida.

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 12 day of Dec., 2002.

signed in the presence of:

Patricia Alonso
Print Name: Patricia Alonso

Blanca Paez
Print Name: Blanca Paez

Patricia Alonso
Print Name: Patricia Alonso
Blanca Paez
Print Name: Blanca Paez

DEVELOPER:

ADRIAN DEVELOPERS CORP., a Florida corporation

By: Pedro J. Adrian
Pedro J. Adrian, President

ASSOCIATION:

PEARL LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

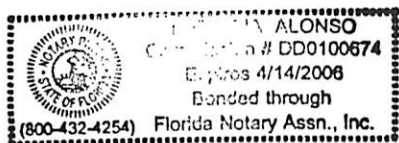
By: Pedro J. Adrian
Pedro J. Adrian, President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was subscribed and sworn to before me this 12 day of Dec., 2002, by Pedro J. Adrian, President of ADRIAN DEVELOPERS CORP., a Florida corporation, on behalf of the Corporation, who is personally known to me, or who has produced _____, as identification, and by the witnesses designated above who are personally known to me.

Patricia Alonso
SIGNATURE OF NOTARY PUBLIC - STATE
OF FLORIDA

My Commission Expires:



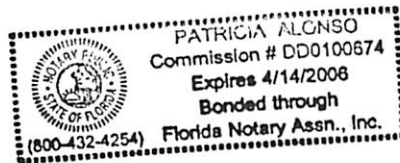
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STATE OF FLORIDA)
) SS:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was subscribed and sworn to before me this 17 day of Dec., 2002, by Pedro J. Adrian, President of PEARL LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the Corporation, who is personally known to me, or who has produced _____, as identification, and by the witnesses designated above who are personally known to me.

Patricia Alonso
 SIGNATURE OF NOTARY PUBLIC - STATE
 OF FLORIDA

My Commission Expires:



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JOINDER AND CONSENT TO
SUPPLEMENTAL DECLARATION AMENDING THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PEARL LAKES FOR CHELSEA ESTATES

By its execution hereof, CHELSEA ESTATES HOMEOWNERS' ASSOCIATION, INC. ("Chelsea Estates Association"), having its principal place of business at 2450 S.W. 137th Avenue, Suite 228, Miami, Florida 33175 hereby consents to this SUPPLEMENTAL DECLARATION AMENDING THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PEARL LAKES FOR CHELSEA ESTATES.

IN WITNESS WHEREOF, Chelsea Estates Association has duly executed this Joinder and Consent on this 17 day of Dec, 2002.

Signed, sealed and delivered
in the presence of:

Patricia Alonso
Print Name: Patricia Alonso

Print Name: Harthi, Percy

CHELSEA ESTATES HOMEOWNERS
ASSOCIATION, INC.

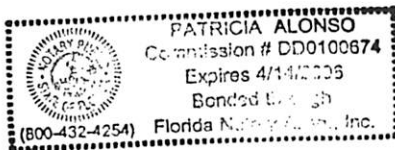
By: _____
Print Name: Verde Adriano
Title: President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was subscribed and sworn to before me this 17 day of Dec., 2002, by Pepe J. Adrian, _____ of CHELSEA ESTATES HOMEOWNERS' ASSOCIATION, INC., on behalf of the Lender, who is personally known to me, or who has produced _____, as identification, and by the witnesses designated above who are personally known to me.

Rafael Alarcon
SIGNATURE OF NOTARY PUBLIC - STATE
OF FLORIDA

My Commission Expires:



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EXHIBIT "A"

**Chelsea Estates Subdistrict
Legal Description**

Lots 1-11 (inclusive) of Block 1, Lots 1-16 (inclusive) of Block 2, Lots 1-6 (inclusive) of Block 3, Lots 1-28 (inclusive) of Block 4, Lots 1-53 (inclusive) of Block 5, Lots 1-4 (inclusive) of Block 6, Lots 1-12 (inclusive) of Block 7, Lots 1-18 (inclusive) of Block 8, Lots 1-7 (inclusive) of Block 9,

and

Tracts A, B, C, E, F, J & I of of Pedro Alberto Subdivision, according to the plat thereof, recorded in Plat Book 150, at page 81,

and

all of Pedro Alberto Subdivision replat, according to the plat thereof, recorded in Plat Book 153, at Page 57,

ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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EXHIBIT "B"**Chelsea Estates Common Areas**

Tracts A, B, C, E, F, I, and J of Pedro Alberto Subdivision, according to the plat thereof, recorded in Plat Book 150, at Page 81

and

Tracts L, M, N and P of Pedro Alberto Subdivision replat, according to the plat thereof, recorded in Plat Book 153, at Page 57,

ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.