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MIAMI-DADE COUNTY, FLORIDA

RETURN TO:
DENNIS J. EISINGER, ESQ.
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Presidential Circle
4000 Hollywood Boulevard
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Hollywood, Florida, 33021
Phone: (954) 894-8000

**COVER PAGE TO
JOINT OPERATING AGREEMENT**

JOINT OPERATING AGREEMENT

This Agreement, made and entered into in the City of Aventura, Miami-Dade County, Florida, this 9TH day of July, 2007, between The Hamptons South Condominium Association, Inc. ("Hamptons South") and The Hamptons West Condominium Association, Inc. ("Hamptons West"), (hereinafter collectively the "Associations") (the "Agreement")

WITNESSETH:

WHEREAS, The Hamptons South is a Condominium Association formed pursuant to the provisions of Chapter 718, Florida Statutes and is the owner of a certain parcel of real property situated in Miami-Dade County, Florida, more particularly described in Exhibit A attached hereto (the "Hamptons South Property"); and

WHEREAS, The Hamptons West is a Condominium Association formed pursuant to the provisions of Chapter 718, Florida Statutes and is the owner of certain parcel of real property situated in Miami-Dade County, Florida, more particularly described in Exhibit B attached hereto (the "Hamptons West Property"); and

WHEREAS, the respective Associations are located in Aventura, Florida on adjacent property; and

WHEREAS, both Hamptons South and Hamptons West are subject to and encumbered by the Recreational Land Use Agreement dated October 30, 1984 and recorded November 7, 1984 in Official Records Book 12320 at Page 2368 of the Public Records of Miami-Dade County (also recorded on November 8, 1984 in Official Records Book 12321 at Page 220 of the Public Records of Miami-Dade County, Florida), as amended by the First Amendment to The Hamptons West Recreational Land Use Agreement recorded September 28, 1989 in Official Records Book 14273 at Page 333 of the Public Records of Miami-Dade County (as amended, the "Recreational Land Use Agreement"); and

WHEREAS, both the Hamptons South and the Hamptons West are subject to and encumbered by the The Hamptons West Accessways, Guardhouse and Security Gate Easement, Use and Maintenance Agreement, dated October 30, 1984 and recorded November 7, 1984 in Official Records Book 12320 at Page 2386 of the Public Records of Miami-Dade County (the "Accessways Agreement"); and

WHEREAS, the Associations share and use in common certain facilities such as a common entranceway with a gatehouse, a road entranceway, and a club known as the Hamptons Club containing a variety of facilities, among other things (collectively the "Shared Facilities") as more particularly described in the Recreational Land Use Agreement and the Accessways Agreement; and

WHEREAS, paragraph 3(A) of the Recreational Land Use Agreement dictates the creation of the Hamptons Recreational Lands Committee, which committee is to be comprised of two (2) members of each Association; and

WHEREAS, Hamptons South maintains that it has equal rights under the Recreational Land Use Agreement through the Hamptons Recreational Lands Committee; and

WHEREAS Hamptons West does not necessarily agree with the position of Hamptons South regarding equal rights however both sides are desirous of avoiding litigation in this matter; and

WHEREAS, Hamptons South and Hamptons West are desirous of making a binding commitment to insure that the Shared Facilities are operated and maintained in accordance with the requirements of the Recreational Land Use Agreement, the Accessways Agreement and this Joint Operating Agreement; and

WHEREAS, this Joint Operating Agreement is created, executed and being recorded in the Public Records of Miami-Dade County, Florida for the purpose of further clarifying, supplementing and implementing the rights and responsibilities of the Associations in regards to the Shared Facilities; and

WHEREAS, the Boards of Directors of the Associations have duly considered and voluntarily approved the execution of this Agreement, as evidenced by a copy of the Corporate Resolutions attached hereto and made a part hereof as Exhibit C; and

THEREFORE, in consideration of the covenants and promises hereinafter set forth, all the parties hereto mutually agree as follows:

1. **Establishment.** Hamptons South and Hamptons West will form and establish THE HAMPTONS RECREATIONAL LANDS COMMITTEE (hereinafter called "Committee"). The purpose of the Committee is to assume and exercise the responsibilities of operation, management and control of the Shared Facilities as set forth in the Recreational Land Use Agreement, the Accessways Agreement and this Joint Operating Agreement.

2. **Definitions.**

"Accessways Agreement" shall mean The Hamptons West Accessways, Guardhouse and Security Gate Easement, Use and Maintenance Agreement, dated October 30, 1984 and recorded November 7, 1984 in Official Records Book 12320 at Page 2386 of the Public Records of Miami-Dade County.

"Association" shall mean either, The Hamptons South Condominium Association, Inc., or The Hamptons West Condominium Association, Inc., individually.

"Associations" shall mean The Hamptons South Condominium Association, Inc. and The Hamptons West Condominium Association, Inc., collectively.

“Committee” shall mean Hamptons Recreational Lands Committee, its successors and assigns.

“Committee Documents” shall mean the Recreational Land Use Agreement and this Joint Operating Agreement, as amended from time to time.

“Committee Member” shall mean a member of the Hamptons Recreational Lands Committee as further defined herein.

“County” shall mean Miami-Dade County, Florida and, where the context so indicates, the government thereof (or the applicable agency of such government).

“Hamptons Recreational Lands Committee” shall mean the committee formed pursuant to this Joint Operating Agreement.

“Hamptons South” shall mean the Hamptons South Condominium Association, Inc.

“Hamptons West” shall mean the Hamptons West Condominium Association, Inc.

“Joint Operating Agreement” shall mean this agreement executed between Hamptons South and Hamptons West.

“Members” shall mean the individual unit owners of Hamptons South and Hamptons West.

“Public Records” shall mean the Public Records of Miami-Dade County, Florida.

“Recreation Expenses” shall mean all costs and expenses of Committee and the Shared Facilities. Recreation Expenses may include, without limitation, all costs of ownership; operation; administration; all amounts payable by the Committee; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; Shared Facilities landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Recreation Expenses by the Committee, this Joint Operating Agreement, the Recreational Land Use Agreement, and anything further defined as Recreation Expenses herein.

By way of example, and not of limitation, Recreation Expenses shall include all of Committee’s legal expenses and costs relating to or arising from the care, operation and upkeep of the Shared Facilities, to include but not limited to taxes, insurance, maintenance, repair, replacement and other expenses generally arising from the ownership of the Shared Facilities as described herein, and for the enforcement and/or interpretation of the Joint Operating Agreement.

Each Association will be responsible to remit its full share of recreation expenses by the 10th day of each month, and each Association will then be responsible for pursuing its respective collection and lien rights against delinquent unit owners.

“Recreational Land Use Agreement” shall mean that certain Recreational Land Use Agreement dated October 30, 1984 and recorded November 7, 1984 in Official Records Book

12320 at Page 2368 of the Public Records of Miami-Dade County (also recorded on November 8, 1984 in Official Records Book 12321 at Page 220 of the Public Records of Miami-Dade County, Florida), as amended by the First Amendment to The Hamptons West Recreational Land Use Agreement recorded September 28, 1989 in Official Records Book 14273 at Page 333 of the Public Records of Miami-Dade County (as amended, the "RLU Agreement").

"Restaurant Minimums" shall mean those fees imposed on the Members, as of April 1, 2007, to encourage the use of the restaurant located within the shared recreational facilities. The spending requirement is structured so that food and beverage purchases of members will be deducted from the spending requirement for the respective units until there is a zero account balance. Any balance in the spending requirement shall be forfeited at the end of the fiscal year. The Restaurant Minimums will be determined each fiscal year by the Committee and the Associations. Each Association will be responsible to remit its full share of Restaurant Minimums by the 10th day of the following month, and each Association will then be responsible for pursuing its respective collection and lien rights against delinquent unit owners. Either Association may prepay the entire amount at any time.

Hamptons West and Hamptons South are responsible for collection of Restaurant Minimums based upon the actual number of units within each of the Associations rather than on a 50/50 basis.

"Rules and Regulations" shall mean Rules and Regulations governing the Shared Facilities as adopted by the Committee from time to time.

"Shared Expenses" shall mean the same as Recreation Expenses as defined herein.

"Shared Facilities" shall mean all real property interests and improvements thereon as more particularly described in paragraph 2B of the Recreational Land Use Agreement, as well as the property and interests thereon as more particularly described in the Accessways Agreement, to include The Hamptons recreational lands – part I, more particularly described in Exhibit 2 attached hereto and made a part hereof; The Hamptons Recreational lands – part II, more particularly described in Exhibit 3 attached hereto and made a part hereof; and The Hamptons recreational lands – part III, more particularly described in Exhibit 4 attached hereto and made a part hereof.

3. **Powers.** The Committee shall have all power granted to it by this Joint Operating Agreement as may be limited by each respective Association upon its own Committee members.

4. **Governing Body.** The Committee Members shall not be compensated for their services as such. The number of Committee Members shall be four (4) persons, two (2) each from Hamptons South and Hamptons West.

a.) Appointment of Committee Members. Hamptons South and Hamptons West shall each appoint two (2) Committee Members as detailed in this Joint Operating Agreement that each shall be a Board member from the respective Association.

b.) Organizational Meeting. The first meeting of the Hamptons Recreational Lands Committee for the purpose of organization, shall be held promptly after initial appointment of the Committee Members by Hamptons South and Hamptons West. A Committee Chairperson shall be elected annually at the organizational meeting in accordance with paragraph c below.

c.) Chairperson. The position of Committee Chairperson shall be rotated on an annual basis between Hamptons South and Hamptons West. Hamptons West shall appoint the initial Committee Chairperson.

d.) Vice-Chairperson. The position of Committee Vice-Chairperson shall be rotated on an annual basis between Hamptons South and Hamptons West so that, for example, when the Chairperson is a Hamptons South appointee, the Vice-Chairperson will be a Hamptons West appointee. Hamptons South shall appoint the initial Committee Vice-Chairperson.

e.) Regular Meetings. Regular meetings of the Hamptons Recreational Lands Committee may be held at such time and place as shall be determined, from time to time, by a majority of the Committee Members where a quorum has been obtained. Notice and meeting requirements shall be in accordance with applicable law.

5. Committee Members.

a.) Committee Majority. A quorum at a meeting of the Committee Members shall consist of at least three (3) of the four (4) Committee Members. The acts approved by at least three (3) of the four (4) Committee Members shall constitute the acts of the Committee, except when approval by a greater number of Committee Members is specifically required by this Joint Operating Agreement.

b.) Appointment of substitute. Any Committee Member shall have the right to have a substitute appointed for a Committee Meeting, said substitute to be from, and appointed in writing by, the appointing Committee Member Association's Board of Directors. Such appointment in writing shall only be valid for the Committee meeting stated on the written appointment. Any acts taken by the substitute Committee Member shall have the same force and effect as if made by the original Committee Member.

c.) Election, Term of Office, Vacancies. The Committee Members shall be appointed annually by the Associations at the first Association meeting following the annual meeting of the Association. When a vacancy occurs on the Committee, the vacancy shall be filled by the Association whose Committee Member seat is vacant at their next regular or special board meeting by appointing a person who shall complete the remaining portion of the unexpired term.

d.) Removal. Any Committee Member may be removed at any time by the affirmative vote of a majority of the Committee Member's Association's Board of Directors at any regular meeting of the Association's Board of Directors where a quorum of the Board of Directors is present.

e.) Resignation. Any Committee Member may resign at any time, by instrument in writing. Resignations shall take effect at the time specified in such resignation and if no time is specified at the time of receipt by the Chairperson of the Committee. The acceptance of a resignation shall not be necessary to make it effective.

f.) Every Committee member shall be indemnified by the Associations against all expenses and liabilities; including counsel fees, reasonably incurred by or imposed upon him in connection with the proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the Committee, or any settlement thereof, whether or not he is a member of the Committee at the time such expenses are incurred, except in such cases wherein the member of the Committee is adjudged guilty of willful malfeasance in the performance of his duties; provided that in the event of the settlement, the indemnification herein shall apply only when the Associations approve such settlement and reimbursement as being in the best interests of the Associations. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such member of the Committee may be entitled. The Associations shall secure appropriate insurance coverage for such indemnification. Notwithstanding anything to the contrary herein, the indemnification in this paragraph shall not apply in the event a Committee member is found to have committed fraud or a criminal act.

6. **Conduct of Meetings.** The presiding officer at a meeting of the Committee Members shall be the Chairperson. In the absence of the chairperson, the vice chairman shall act as the presiding officer.

7. **Compensation.** No Committee Member may receive compensation from the Committee for acting in such capacity or capacities.

8. **Executive Session.** The Hamptons Recreational Lands Committee may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Committee is or may become involved, and orders of business of a similar confidential nature involving the Committee's legal counsel to the extent permitted by Florida law.

9. **Action Without A Formal Meeting.** Any action to be taken at a meeting of the Committee or any action that may be taken at a Committee meeting may be taken without a meeting if a Written Resolution in Lieu of Meeting is approved and signed by at least three (3) of the four (4) Committee Members or by approval by a greater number of Committee Members if required by this Joint Operating Agreement.

10. **Powers and Duties.** The Committee Members shall be responsible for the affairs of the Committee, shall have all of the powers and duties necessary for the administration of the Committee's affairs, and shall operate the Shared Facilities by virtue of the powers vested in them by the Associations.

In addition to the duties imposed by any resolution of the Committee that may be hereafter adopted, the Committee Members shall have the power to and be responsible for the following, by way of explanation, but not limitation:

- a.) preparation and recommendation of an annual budget to their respective Association by November 1 of each year in which there shall be established the equal contribution of each Association to the Shared Expenses all in accordance with the provisions of the Recreational Land Use Agreement and this Joint Operating Agreement. Each Association has thirty (30) days after presentation to approve the budget or proceed pursuant to paragraph 15 herein. In addition to the equal contribution of the Recreation Expenses by each Association, the Budget will set forth the amount of Restaurant Minimums to be paid by each Association based on the number of units in each Association. The proposed budget shall include full reserves which shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Committee may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Each Association shall be able to decide whether to fully fund, partially fund or waive the annual reserve. In the event an Association fails to fund the reserves in any year, then that Association shall be required to fully fund its portion of the reserves within 30 days after written demand by the Committee, after a determination by the Committee that the use of the reserves will be required;
- b.) collecting the Recreation Expenses, depositing the proceeds thereof in a financial institution, which it shall approve, and using the proceeds to administer the Committee, which funds shall be held in trust for the Associations. Any surplus funds that may be created from whatever source may at the discretion of the Committee be redistributed or credited equally among the Associations;
- c.) opening of bank accounts on behalf of the Committee and designating the signatories required, which at a minimum shall be comprised of one signatory of each Association's Committee member;
- d.) providing for the operation, care, upkeep, maintenance of all of the Shared Facilities, and allocation of personnel and resources to fulfill said operations, and dedicate such portions of the operations to a manager, as it sees fit. The initial manager shall be Stoney Welsh;
- e.) designating, hiring, and dismissing the personnel for the Committee necessary for its maintenance, operation, repair, and replacement of the Shared Facilities and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

f.) making, amending and enforcing reasonable Rules and Regulations regarding the use of the Shared Facilities in accordance with the laws of the State of Florida, the Recreational Land Use Agreement, the Accessways Agreement, and the Associations' governing documents;

g.) making or contracting for the making of repairs, additions, and improvements to or alterations of the Shared Facilities in accordance with the provisions of the Recreational Land Use Agreement, the Accessways Agreement, and this Joint Operating Agreement after damage or destruction by fire or other casualty, within the limitations as further described in subparagraph (m) below;

h.) enforcing by legal means the provisions of the Recreational Land Use Agreement, the Accessways Agreement, and this Joint Operating Agreement and bringing any proceedings that may be instituted by the Committee on behalf of or against the Association Members;

i.) obtaining and carrying insurance against casualties and liabilities for the Shared Facilities as may be available, as provided in the Recreational Land Use Agreement, the Accessways Agreement, and this Joint Operating Agreement, and paying the premium cost thereof; and

j.) keeping of Committee books and records with detailed accounts of the receipts and expenditures affecting the Committee and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The books and vouchers accrediting the entries thereupon shall be available for examination by the Associations' Members, and their mortgagees, their duly authorized agents, accountants, or attorneys, during reasonable business hours on working days as may be determined by the Committee Members in accordance with these Rules & Regulations. All books and records shall be kept in accordance with generally accepted accounting practices;

k.) keeping minutes of all Committee Meetings. The minutes shall be available for examination by the Associations' Members, their duly authorized agents, accountants, or attorneys, during reasonable business hours on working days as may be determined by the Committee Members. The minutes shall be maintained for a period of not less than seven (7) years.

l.) acting only within the constraints of the Committee's approved budget and budgeted line items. Any expenditure in excess of two thousand five hundred dollars (\$2,500.00) that exceeds the approved budget amount, or is not included as or exceeds a budget line item, shall only be made with the approval of the Associations' Boards of Directors, which approval shall be reflected in the Associations' minutes.

m.) notwithstanding anything to the contrary herein, the Committee is not authorized to sign contracts that exceed five thousand dollars (\$5,000.00) without specific approval of the Associations' Boards of Directors, which approval shall be reflected in the Associations' minutes.

11. **Accounts and Reports.** The following management standards of performance will be followed unless the Committee by resolution specifically determines otherwise:

a.) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

b.) accounting and controls should conform to established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, one each of a Hamptons South and Hamptons West Committee Member. Cash disbursements shall be limited to amounts of fifty dollars (\$50.00) and under;

c.) accounts of the Committee shall not be commingled with any other accounts;

d.) annual financial reports shall be prepared for the Committee containing a balance sheet as of the last day of the Committee's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within sixty (60) days after the close of the fiscal year.

12. **No Borrowing.** The Committee Members shall not have the power to borrow money.

13. **Contractual Rights.** With respect to the Shared Facilities, and in accordance with the Recreational Land Use Agreement and this Joint Operating Agreement, the Committee shall have the right to contract with any person or entity for the performance of various duties and functions, at all times within the constraints of paragraph 10(m) above.

14. **Deadlock.** In event of a deadlock between or among the Committee Members, any two (2) Committee Members may elect, in writing, to submit the dispute to be resolved pursuant to the Dispute Resolution Plan set forth in paragraph 15 of this Article below, and such resolution shall be binding upon the Committee Members and the Associations, who shall immediately comply with the decision rendered.

15. **Dispute Resolution Plan.** In the event that a dispute arises among the Committee Members and/or the Committee Members are deadlocked on any decision, then, such dispute may be submitted in writing by any two (2) Committee Members (the "Dispute Notice") to be determined by this Dispute Resolution process. Upon the delivery of a Dispute Notice, the Committee shall take the following action:

a.) The Committee may, within five (5) days of receipt of the Dispute Notice (the "Resolution Period"), elect and rely upon one person, meeting the qualifications set forth in subparagraph c. below, to resolve such dispute and all materials should be submitted to the representative by both Associations, hearings should be held and a decision shall be rendered within five (5) business days of selection of such individual. If, within five (5) business day following the expiration of the Resolution Period the Committee is unable to unanimously agree

upon one person to resolve such dispute, then: (i) within three (3) business days following their failure to select an individual, the Committee Members of Hamptons South shall appoint one (1) representative (meeting the qualifications of subparagraph c. below), and the Committee Members of Hamptons West shall appoint one (1) representative (meeting the qualifications of subparagraph c. below); (ii) within three (3) business days of their of their collective selection, the two (2) representatives selected by the Committee Members shall select a third representative (meeting the qualifications of subparagraph c. below); and (iii) the three (3) representatives shall meet within three (3) business days of their collective appointment (or at such reasonable and prompt time thereafter as a majority of said representatives may agree upon) to decide the disputed issue, and all materials should be submitted to the representatives by both parties, hearings should be held and a decision should be rendered within ten (10) business days following such meeting. The disputed issue shall be resolved by not less than a majority vote of the representatives.

b.) If such agreement as to the choice of a three member panel of Formal Arbitration cannot be mutually reached by the Committee Members within three (3) business days following the expiration of the Resolution Period, then the matter in dispute shall be submitted to binding arbitration in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes) for decision by a panel of not less than three (3) arbitrators ("Formal Arbitration"), unless the Committee Members unanimously agree to one (1) arbitrator.

c.) The individual representatives, or arbitrators selected in accordance with this subparagraph shall be professionals or experts in the substantive area in which the dispute has arisen, if possible. For example, if the dispute arises from an engineering issue, the Committee Members shall select the appropriate professional engineer(s) (i.e. civil, structural, mechanical or electrical); if the matter involves business management, building operating expenses, etc., the Committee Members shall hire experts in such fields. Such examples are used by way of illustration only and not by way of limitation concerning the type of professional and/or expert to be selected by the Committee Members to resolve disputes in accordance with this Section.

d.) In the event the dispute is resolved pursuant to the individual representative or panel of representatives above, any fees or expenses incurred by the representative(s) shall be a Shared Expense. In the event the Formal Arbitration procedure above is utilized to resolve a dispute, any fees or expenses incurred by the arbitrator(s) and/or in the Formal Arbitration process shall be borne by the non-prevailing party, either Hamptons South or Hamptons West.

e.) Hamptons South and Hamptons West hereby covenant and agree to be bound by the decision of such representative(s) or arbitrator(s) once the appropriate resolution procedure is instituted, and each shall immediately comply with the decisions of such representative(s) or arbitrator(s).

16. Inspection. The non-privileged books, records and papers of the Committee shall be subject to the inspection by any Association Member during normal business hours within ten (10) business days of prior written request therefore. The Committee shall provide access to and

photocopies of such documentation, and shall have the right to charge reasonable fees for copies of such documentation.

17. **Depositories.** The funds of the Committee shall be deposited in a bank or banks or in a state or federal savings bank in Miami-Dade County, Florida. Such deposits shall be to an account of the Committee under resolutions approved by the Committee and the funds deposited shall be withdrawn only over the signature of one Committee Member of Hamptons South and one Committee Member of Hamptons West. Said funds shall be used only for Committee purposes.

18. **Accounting Records.** The Committee shall maintain for at least seven (7) years all financial and accounting records, which shall be kept according to generally accepted accounting principles. Such records shall include an account of receipts and expenditures; an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment or fee, the due dates and amount of each Assessment or fee, the amounts paid upon the account and the balance due; all tax returns, financial statements and financial reports of the Committee; any other financial records; all other written records of the Committee related to its operation; and a register for the names of any mortgage holders or lien holders who have notified the Committee of their liens, and to which lien holders the Committee will give notice of default upon request by such lien holders.

19. **Fiscal Year.** The fiscal year of the Committee shall coincide with the fiscal year of the Associations. In the event an Association changes its fiscal year so that the Associations have different fiscal years, the Committee's fiscal year shall be as originally established.

20. **Rules and Regulations.** The Committee may from time to time adopt rules and regulations governing the details of the operation of the Shared Facilities by the Association Members in accordance with this Joint Operating Agreement, the Recreational Land Use Agreement, the Accessways Agreement, and Florida law.

21. **Conflicting Provisions.** In case any of the provisions of this Joint Operating Agreement conflict with any provisions of the laws of the State of Florida, such conflicting provisions shall be null and void upon final court determination to such effect, but all other provisions shall remain in full force and effect.

22. **Duration.** This Agreement shall be effective and binding on all parties present and future for a period of thirty (30) years from the date hereof and shall be automatically renewed for additional ten (10) year periods. This Agreement may be cancelled at the end of the original thirty (30) year period, or at the end of a subsequent ten (10) year period by the affirmative vote of all of the Committee Members and seventy five percent (75%) of the Board of Directors of the Associations. Due notice of the intention of any Association to terminate its involvement shall be presented to the Committee at least six (6) months prior to the termination date.

23. **Release.** All financial and accounting issues previously raised by Hamptons West and Hamptons South against each other arising from or in connection with the Recreational Land

Use Agreement and the Accessway Agreement shall be deemed to have been resolved and each party releases the other for any such claims, through and including the date of execution of this agreement.

24. Miscellaneous Provisions.

- a.) Hamptons South will remit the sum of \$2,800.00 for funds Hamptons West expended on the porte cochere awning simultaneously within fifteen (15) days of the execution of this Agreement.
- b.) Hamptons South shall provide an easement in favor of Hamptons West to access the telephone lines which were relocated by ALH in the lagoon area within thirty (30) days of the execution of this Agreement.
- c.) The parties agree that a transition period is required to fully implement all the operational provisions of this Agreement. All matters herein that cannot reasonably be accomplished upon the execution of the Agreement shall be complied with no later than December 31, 2007 ("Transition Period"). At the expiration of the Transition Period, all operational provisions herein shall be fully complied with by both parties.
- d.) This Agreement may not be modified, altered, amended or cancelled except by agreement in writing by the Associations, or by the affirmative vote of seventy five percent (75%) of the total membership of each Association. This Agreement shall be construed in accordance with the law of Florida. All notices required to be served upon or delivered to an Association shall be served or delivered to the President of each Association.
- e.) This agreement contains the entire understanding between the parties hereto and supersedes any prior understandings, written or oral agreements between them respecting the within subject matter. Notwithstanding the preceding, the Recreational Land Use Agreement and the Accessways Agreement takes precedence over this Joint Operating Agreement.
- f.) If any provisions of this Agreement or its applicability to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Joint Operating Agreement of the application or the application of such provision to such person or circumstances other than those to which it is so determined invalid or unenforceable, shall not be affected thereby and shall be valid and enforced to the full extent permitted by law.
- g.) The Associations shall continue to function as heretofore except with respect to those matters that have been delegated to the Committee as heretofore and hereafter enumerated.
- h.) The respective Associations shall aid in the collection of assessments levied against the Members and enforce collection of assessments pursuant to the Associations' Declaration of Association, including the filing of liens against delinquent owners. Each

Association will be responsible to remit its full share of assessments levied by the 10th day of the following month, and each Association will then be responsible for pursuing its respective collection and lien rights against delinquent unit owners.

i.) It is expressly understood and agreed to by the parties here that the powers and duties conferred on the Committee by this Agreement shall be exercised by or on behalf of the Associations pursuant to the Recreational Land Use Agreement and Accessways Agreement, as well as such other lawful functions as may from time to time be agreed upon by the Associations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Emilia Velez
Witness

Jannette Borjas
Witness

Yumi Rodriguez
Witness

Sarah May
Witness

The Hamptons South Condominium Association, Inc.

By: Paul V. Sorota
Vice - President

[Signature]
Secretary - **TREASURER.**

The Hamptons West Condominium Association, Inc.

By: David Nelson
President

[Signature]
Secretary

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

The foregoing instrument was acknowledged before me this 9 day of July, 2007, by Samuel Sorota/David Nelson, Vice President/Treasurer of The Hamptons South Condominium Association, Inc., on behalf of the Association, who is personally known to me or produced _____ as identification and who did/did not take an oath.

My Commission Expires: 11/21/2010



JANNETTE BORJAS
MY COMMISSION # DD 616749
EXPIRES: November 21, 2010
Bonded Thru Budget Notary Services

Jannette Borjas
Notary Public, State of Florida
Print Name: JANNETTE BORJAS

STATE OF FLORIDA)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 9th day of July, 2007, by FRANCES A. MARKIS/MARCOS RODRIGUEZ, as PRESIDENT/Secretary of The Hamptons West Condominium Association, Inc., on behalf of the Association, who is personally known to me or produced _____ as identification and who did/did not take an oath.

My Commission Expires:



SAMUEL G. WELSH
Commission DD 637388
Expires May 19, 2011
Bonded Thru Troy Fair Insurance 600-365-7019

Samuel G. Welsh
Notary Public, State of Florida
Print Name: Samuel G. Welsh

EXHIBIT A

Exhibit A

The Hamptons South Condominium according to the Declaration of Condominium recorded in Official Records Book 22124 at Page 1785 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

Exhibit B

The Hamptons West Condominium according to the Declaration of Condominium recorded in Official Records Book 12321 at Page 2200 of the Public Records of Miami-Dade County, Florida.

Exhibit C

CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC. ("Association")

WHEREAS, Hamptons West Condominium Association, Inc. ("Association") is the entity responsible for the operation and maintenance of Hamptons West Condominium created pursuant to that certain Declaration of Condominium of Hamptons West Condominium ("Declaration"), and the exhibits attached thereto, recorded in Official Records Book 12321, at Page 2200, of the Public Records of Miami-Dade County, Florida (collectively the "Governing Documents"); and

WHEREAS, the Association is subject to and encumbered by the Recreational Land Use Agreement dated October 30, 1984 and recorded November 7, 1984 in Official Records Book 12320 at Page 2368 of the Public Records of Miami-Dade County (also recorded on November 8, 1984 in Official Records Book 12321 at Page 220 of the Public Records of Miami-Dade County, Florida), as amended by the First Amendment to The Hamptons West Recreational Land Use Agreement recorded September 28, 1989 in Official Records Book 14273 at Page 333 of the Public Records of Miami-Dade County (as amended, the "Recreational Land Use Agreement"); and

WHEREAS, the Association is subject to and encumbered by the Hamptons West Accessways, Guardhouse and Security Gate Easement, Use and Maintenance Agreement, dated October 30, 1984 and recorded November 7, 1984 in Official Records Book 12320 at Page 2386 of the Public Records of Miami-Dade County (the "Accessways Agreement"); and

WHEREAS, the Association shares and uses in common with Hamptons South Condominium Association, Inc., ("Hamptons South") certain facilities such as a common entranceway with a gatehouse, a road entranceway, and a club known as the Hamptons Club containing a variety of facilities, among other things (collectively the "Shared Facilities") as more particularly described in the Recreational Land Use Agreement and the Accessways Agreement; and

WHEREAS, paragraph 3(A) of the Recreational Land Use Agreement dictates the creation of the Hamptons Recreational Lands Committee, which committee is to be comprised of two (2) members of the Association and Hamptons West; and

WHEREAS, Hamptons South maintains that it has equal rights under the Recreational Land Use Agreement through the Hamptons Recreational Lands Committee; and

WHEREAS, the Association does not necessarily agree with the position of Hamptons South regarding equal rights, however, both sides are desirous of avoiding litigation in this matter; and

WHEREAS, the Association and Hamptons South are desirous of making a binding commitment to insure that the Shared Facilities are operated and maintained in accordance with the requirements of the Recreational Land Use Agreement and the Accessways Agreement; and

WHEREAS, the Association's Boards of Directors ("Board") has duly considered and voluntarily approved the execution of the attached Joint Operating Agreement;

NOW THEREFORE, the undersigned officers of the Association hereby certify that the Board of Directors has unanimously adopted the following resolution:

BE IT RESOLVED:

1. The above recitals are true and correct and are incorporated herein.
2. The Association hereby approves and ratifies the Joint Operating Agreement attached hereto.

IT IS HEREBY CERTIFIED that the foregoing resolution has been duly adopted at a meeting of the Association's Board of Directors held on July 9, 2007, which meeting was duly noticed and held in accordance with the provisions of the Governing Documents and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Resolution has been executed this 9th day of July 2007.

HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC.

a Florida corporation not-for-profit

Honey Walsh

BY *Charles J. [Signature]*

Title: *President*

Attest:

BY *Edward Yalon*, Secretary *Treasurer*

EXHIBIT C

**CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF
HAMPTONS SOUTH CONDOMINIUM ASSOCIATION, INC. ("Association")**

WHEREAS, Hamptons South Condominium Association, Inc. ("Association") is the entity responsible for the operation and maintenance of Hamptons South Condominium created pursuant to that certain Declaration of Condominium of Hamptons South Condominium ("Declaration"), and the exhibits attached thereto, recorded in Official Records Book 22124, at Page 1785, of the Public Records of Miami-Dade County, Florida (collectively the "Governing Documents"); and

WHEREAS, the Association is subject to and encumbered by the Recreational Land Use Agreement dated October 30, 1984 and recorded November 7, 1984 in Official Records Book 12320 at Page 2368 of the Public Records of Miami-Dade County (also recorded on November 8, 1984 in Official Records Book 12321 at Page 220 of the Public Records of Miami-Dade County, Florida), as amended by the First Amendment to The Hamptons West Recreational Land Use Agreement recorded September 28, 1989 in Official Records Book 14273 at Page 333 of the Public Records of Miami-Dade County (as amended, the "Recreational Land Use Agreement"); and

WHEREAS, the Association is subject to and encumbered by the Hamptons West Accessways, Guardhouse and Security Gate Easement, Use and Maintenance Agreement, dated October 30, 1984 and recorded November 7, 1984 in Official Records Book 12320 at Page 2386 of the Public Records of Miami-Dade County (the "Accessways Agreement"); and

WHEREAS, the Association shares and uses in common with Hamptons West Condominium Association, Inc., ("Hamptons West") certain facilities such as a common entranceway with a gatehouse, a road entranceway, and a club known as the Hamptons Club containing a variety of facilities, among other things (collectively the "Shared Facilities") as more particularly described in the Recreational Land Use Agreement and the Accessways Agreement; and

WHEREAS, paragraph 3(A) of the Recreational Land Use Agreement dictates the creation of the Hamptons Recreational Lands Committee, which committee is to be comprised of two (2) members of the Association and Hamptons West; and

WHEREAS, the Association maintains that it has equal rights under the Recreational Land Use Agreement through the Hamptons Recreational Lands Committee; and

WHEREAS, Hamptons West does not necessarily agree with the position of the Association regarding equal rights, however, both sides are desirous of avoiding litigation in this matter; and

WHEREAS, the Association and Hamptons West are desirous of making a binding commitment to insure that the Shared Facilities are operated and maintained in accordance with the requirements of the Recreational Land Use Agreement and the Accessways Agreement; and

WHEREAS, the Association's Boards of Directors ("Board") have duly considered and voluntarily approved the execution of the attached Joint Operating Agreement;

NOW THEREFORE, the undersigned officers of the Association hereby certify that the Board of Directors has unanimously adopted the following resolution:

BE IT RESOLVED:

1. The above recitals are true and correct and are incorporated herein.
2. The Association hereby approves and ratifies the Joint Operating Agreement attached hereto.

IT IS HEREBY CERTIFIED that the foregoing resolution has been duly adopted at a meeting of the Association's Board of Directors held on July 10, 2007, which meeting was duly noticed and held in accordance with the provisions of the Governing Documents and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Resolution has been executed this 13TH day of July 2007.

**HAMPTONS SOUTH CONDOMINIUM
ASSOCIATION, INC.**

a Florida corporation not-for-profit

Johnny Louis
Johnny Louis

BY: *Samuel Beata*

Title: *Vice-President*

Attest:

BY: *[Signature]* Secretary