

2055160951

THIS INSTRUMENT PREPARED BY:
 Armando J. Buccolo, Jr., Esq.
 1401 Ponce De Leon Boulevard
 Suite 401
 Coral Gables, Florida 33134
 (305) 442-1842

02R462179 2002 JUL 23 1108

USE AGREEMENT

This agreement (this "Agreement") is made as of the 9TH day of JULY, 2002, by and between CENTURY PARK CONDOMINIUM NO. 2 ASSOCIATION, INC., (hereinafter "Condo 2"), the association charged with the operation and maintenance of Century Park Condominium No. 2, a Condominium, which Declaration of Condominium is recorded under clerks file number 02R462179 of the Public Records of Miami-Dade County, Florida ("Declaration"); and CENTURY PARK CONDOMINIUM ASSOCIATION, INC., (hereinafter "Condo 1"), the association charged with the operation and maintenance of Century Park Condominium, a Condominium, which Declaration of Condominium is recorded in Official Records Book 19839, Page 939, of the Public Records of Miami-Dade County, Florida, as amended. The parties hereto agree as follows:

WHEREAS, Condo 1 and Condo 2 are two separate condominium entities operating under two separate but nearly identical declarations and related documents;

WHEREAS, although Condo 1 and Condo 2 are two separate condominium entities, they were each formed by the same developer, they are located contiguously to each other, and they each desire that the use of certain common elements of Condo 2 be made available to the members of Condo 1 for a fee;

WHEREAS, the parties wish to formally document their agreement to share expenses for Condo 1's use of certain of Condo 2's common elements.

NOW, THEREFORE, for good and valuable consideration, including the agreements and covenants set forth hereinafter, and in accordance with the explicit and implicit terms of the Declaration and related condominium documents and the course of dealing and performance established between the parties, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Defined Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.
3. Facilities. Each party recognizes that it and its members have the use and benefit of the following common areas and elements ("Shared Property"), each of which is located on the condominium parcel of Condo 2:
 - a. One recreational building, and
 - b. One swimming pool with pool deck.

The land and area comprising each of the separate common areas and elements subject to this Agreement are reflected in the survey and legal descriptions attached hereto as Exhibit "A."

4. Expenses. The parties hereto agree to share all reasonable expenses associated with and related to the repair, maintenance, replacement, insurance, security and operation, as the case may be, of each of the Shared Property. Each party's respective share shall be in an amount that will be equal to the percentage of the number of units in its condominium divided by the total number of units in both condominiums, i.e., the percent share of Condo 1 shall be the fraction of 318/691 or 46.02%, and the percent share of Condo 2 shall be the fraction of 373/691 or 53.98%. Any expenditures for capital improvements to any of the Shared Property or any extraordinary expenses for such Shared Property that have not heretofore been incurred in the ordinary operation and maintenance of such common areas shall first be subject to the approval of the board of directors of Condo 2 ("Board") in accordance with the Declaration and related documents thereto.

5. Operation of Common Areas. The Shared Property shall continue to be managed and operated in the same manner as is required by Condo 2 under the pertinent condominium document

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under which such Shared Property was specifically created, if any, or otherwise in accordance with the custom and manner in which the Shared Property has been operated and managed to date. Condo 2 specifically agrees to maintain the Shared Property subject to this Agreement in the customary manner in which it has been maintained to date or otherwise in accordance with any standards promulgated by the Board.

6. Payment of Fees. The costs and expenses required to be paid by Condo 1 under this Agreement shall be paid by Condo 1 as they accrue, and in any event no later than thirty (30) days after such costs or expenses are actually incurred and paid by Condo 2 and billed by Condo 2 to Condo 1. In the absence of payment on or before thirty (30) days from such billing, interest shall commence and continue to accrue at the rate of eighteen percent (18%) per annum, or the maximum legal rate, whichever is lower, until payment is made. This Agreement shall be valid and binding on the parties hereto and their successors and assigns for so long as Condo 1 pays the costs and expenses described herein in a timely manner to Condo 2.

7. Approval. This Agreement shall be subject to the approval of and shall be binding upon each of the parties hereto and their successors and assigns upon the approval of this Agreement by the board of directors of each of the parties hereto in accordance with the terms of the by-laws of each party hereto.

8. Access Rights. The members of Condo 1 shall have pedestrian and vehicular access easement rights over the Condo 2 property for the sole purpose of ingress and egress to and from any Shared Property for so long as this Agreement is in effect. Notwithstanding the foregoing, such access easement rights shall only be granted and applicable if there are no other reasonable means of ingress and egress to the Shared Property.

9. Restrictions Governing Access Rights. In the event the members of Condo 1 have easement rights for ingress and egress to and from the Shared Property, such rights shall be subject to the Declaration as same may be amended from time to time and all reasonable rules and regulations adopted by the Board, as same may be amended from time to time, including but not limited to any rights of Condo 2 to install gates, speed bumps, and establish procedures governing access procedures and methods.

10. Notices. Any notices required hereunder shall be deemed sufficient if in writing, addressed to the parties at the addresses provided below or such other addresses as either party may notify the other of in writing, and sent by certified mail, return receipt requested, with postage prepaid.

Condo 1:
7270 NW 12th Street
Suite 410
Miami, Florida 33126

Condo 2:
7270 NW 12th Street
Suite 410
Miami, Florida 33126

11. Miscellaneous. Any and all disputes between the parties hereto related to or arising out of the interpretation or enforcement of this Agreement and/or any claim by one party against the other for damages, equitable relief, declaratory relief, or any other relief or remedy available in the courts of the State of Florida related to or arising out of this Agreement shall be resolved by a court of competent jurisdiction in Miami-Dade County, Florida. The party prevailing in such proceedings shall be entitled to its reasonable attorneys' fees and costs incurred against the non-prevailing party at all trial and appellate levels. Any modification to this Agreement shall only be effective if in writing, approved by the board of directors of each party hereto and signed by the authorized officer of each party. If any provision of this Agreement is found to be contrary to law, public policy or any terms or provisions of the declaration and related documents of either party hereto, then such provision shall be severed and the remaining provisions shall remain in full force and effect to the extent applicable without the severed provision.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESSES:

[Signature]
Print Name: OSCAR E. LLANO

[Signature]
Print Name: MARLE JANE

CONDO 1:

CENTURY PARK CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Name: JACINTO ACEBAL
Title: PREIDENT

CONDO 2:

CENTURY PARK CONDOMINIUM NO. 2 ASSOCIATION, INC.

By: [Signature]
Name: OSCAR E. LLANO
Title: VICE PRESIDENT

[Signature]
Print Name: OSCAR E. LLANO

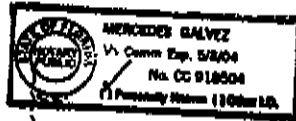
[Signature]
Print Name: MICHA M. IGLESIAS THOMAS

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

}SS:

The foregoing instrument was acknowledged before me this 23rd day of July, 2002, by JACINTO ACEBAL as PRESIDENT of CENTURY PARK CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation authorized to transact business in the State of Florida. He/She is personally known to me or has produced a driver's license # A 214 40 41 588.0 as identification.

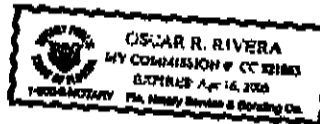
[Signature]
Notary Public, State of Florida
Print Name: MERCEDIS GALVEZ
Serial No. (if any): _____



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of JULY, 2002, by OSCAR E. LLANO as VICE PRESIDENT of CENTURY PARK CONDOMINIUM NO. 2 ASSOCIATION, INC., a not-for-profit Florida corporation authorized to transact business in the State of Florida. He/She is personally known to me or has produced a driver's license # _____ as identification.

[Signature]
Notary Public, State of Florida
Print Name: _____
Serial No. (if any): _____



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EXHIBIT "A"

LEGAL DESCRIPTIONS AND SURVEY SHOWING COMMON AREAS AND
ELEMENTS

Century Park Condominium No. 2 - Recreation Building

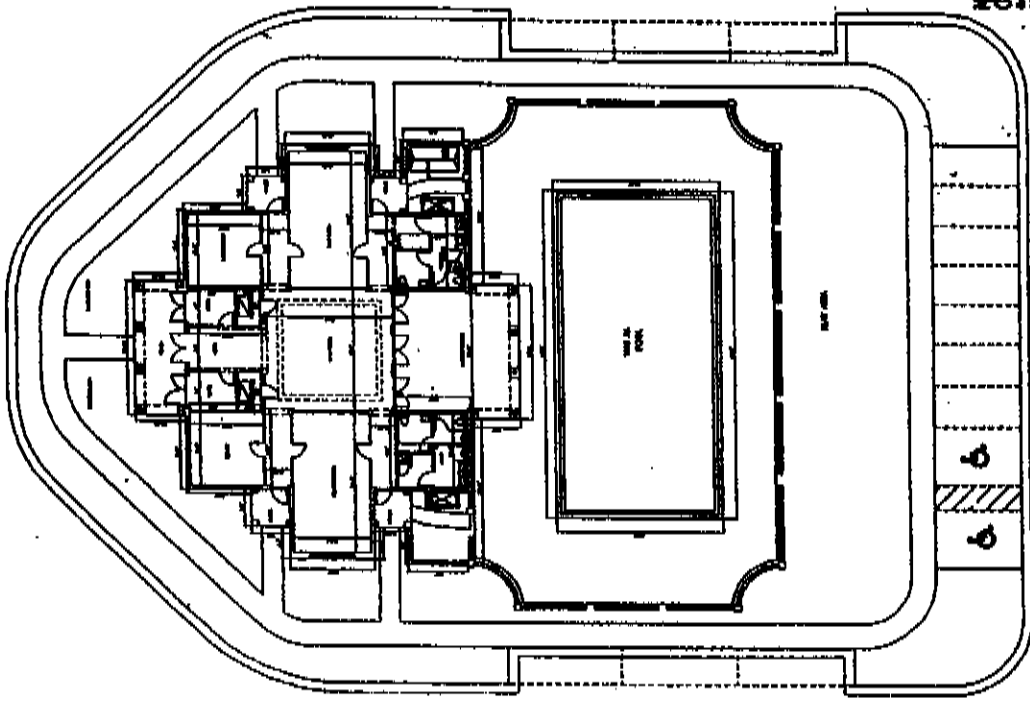
OFF. REC. NO.

20551P60955

NOE AGUILAR, PSM
 PROFESSIONAL SURVEYOR & MAPPER
 480 N.W. 32nd STREET, MIAMI, FL 33135
 781-554-8154

EXHIBIT "A" PAGE 1
 CENTURY PARK CONDOMINIUM No. 2

DATE	84/05/08	BY	NOE
DATE	84/05/08	BY	NOE
DATE	84/05/08	BY	NOE
DATE	84/05/08	BY	NOE



NOTE: ALL ELEMENTS:
 CONSTRUCTION, MATERIALS AND FINISHES SHALL BE
 AS SHOWN ON THESE PLANS.
 NOE AGUILAR, PSM
 PROFESSIONAL SURVEYOR & MAPPER
 480 N.W. 32nd STREET, MIAMI, FL 33135
 781-554-8154



Scale:
 1" = 30'

