

# **ARBOR COURTS AT** **JACARANDA**

## **RULES AND REGULATIONS**

**The following Rules and Regulations have been established by The Board of Directors to preserve the quality of living and beauty of the community for owners, their guests and tenants.**

1. Written Notice must be given to the Association along with any required information each time a unit owner leases a unit to a tenant. No owner may lease their unit for a term of less than three (3) months or for a term of more than twelve (12) months. Should a premature termination of an existing lease occur, a second lease is permitted within the original twelve month term. The new tenants will be required to complete the application package and submit a copy of the Lease. At the end of a Lease term the Association must receive a copy of the Lease Renewal or extension of Lease. Lease renewals are subject to Board approval.
2. No building, wall, fence, screen or other structure or improvement of any nature may be erected, placed, or altered on any lot. Aluminum foil, sheets, blankets, newspaper or any other paper covering may not be placed in any windows at any time.
3. No furniture, bicycles, BBQ's, toys, trash, garbage cans or any type of equipment or objects may be placed on patios except customary outdoor furniture unless concealed from view of the road frontage.

4. Each unit has two (2) assigned parking spaces. Please advise your guests or visitors to park in one of your assigned spaces or in a space marked “guest”. Trucks, trailers (of any sort), boats, vans, campers, mobile homes, motor homes and commercial vehicles are not permitted to be parked or stored at Arbor Courts. This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles in the course of business such as for pick up, delivery and commercial services. Double parking and parking on curbs is NOT permitted. Vehicles should be parked in designated parking spots only.

5. No clothing, laundry or wash shall be aired or dried on any portion of any lot in an area exposed to view from any other lot, dwelling unit or common area or roadway.

6. No signs or advertising the sale, lease or rental of any property or unit and no political sign, advertising or commercial signs shall be placed, posted, displayed, inscribed, or affixed to or be visible from the exterior of a unit, or upon any property without the prior written consent of the Master Association and of which must be in accordance with the City of Plantation ordinances.

7. For the health, safety and security of all of our residents and furry friends, pets must be walked with a leash at all times. Broward County and the City of Plantation have ordinances requiring dogs to be restrained when not confined to your property. If you have a cat, please be sure to keep the cat indoors. Cats found roaming the community will be caught by animal control. Also, we ask that you please pick up after your pet. There are two (2) pet stations with doggy waste bags in the Arbor Courts Community for your convenience. No animals, livestock or poultry of any kind shall be permitted within the subject property except for common household pets. Household pets must not be kept or maintained for commercial purposes. Household pets must not be a nuisance or annoyance to any other residents. The Master Association has the authority to immediately and permanently remove any household pet due to any violation of this paragraph.

8. The City of Plantation has specific guidelines for the disposal and pick up of garbage, trash and bulk items. Garbage may **ONLY** be placed in **City of Plantation Blue Bags. Recycle waste must be placed in City of Plantation Clear Recycle Bags.** Pick up days are on Wednesdays for Garbage and Recycles and Saturdays for garbage only. **NO OTHER BAGS WILL BE PICKED UP!** Please place your garbage in the designated area by 7 am on Wednesday and/or Saturday if possible. Please see the attached Newsletter for further instructions for bulk pick up and tree trimmings.

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**AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR ARBOR COURTS AT JACARANDA**

THIS AMENDMENT to the Declaration of Restrictions and Protective Covenants for Arbor Courts at Jacaranda ("Amendment") is made as of this 29<sup>th</sup> day of October, 1992, by ARBOR COURTS AT JACARANDA ASSOCIATION, INC., a Florida non-profit corporation ("Corporation").

**W I T N E S S E T H:**

WHEREAS, there has heretofore been recorded in the Public Records of Broward County, Florida that certain Declaration of Restrictions and Protective Covenants for Arbor Courts at Jacaranda recorded in Official Records Book 15246, Page 743; and

WHEREAS, the Declaration provides in Article IX §5 that the Declaration may be amended, changed, added to, derogated or deleted at any time from time to time upon the execution and recording of an instrument by the approval of no less than two-thirds (2/3) of the members of the Association; and

WHEREAS, the Association members have voted to amend the Declaration and no less than two-thirds (2/3) of the members of the Association have approved said amendment.

NOW THEREFORE, the Association hereby declares that:

1. There shall be added to Article VI, a Section 21 to read in its entirety as follows:

**Section 21. LEASING OF UNITS**

A. This Rule and the other Association Documents shall apply not only to Owners, but also to any lessees or tenants of the party who is occupying a Unit, by way of lease express or implied, license or invitation.

B. Each and every time an Owner leases his Unit, he shall give written notice of such lease to the Association together with the name and address of the lessee and such other information as the Association may reasonably require on forms that are supplied by the Association. No Owner may lease his Unit for a term of less than three (3) months or for a term of more than one (1) year, with an option to renew. An Owner may only lease his Unit once in any twelve (12) month period. However, in the event a tenant defaults under the terms of a lease and the lease is therefore subject to a bonafide premature termination, the Board shall permit a second lease within such twelve (12) month period.

LAW OFFICES

**STEIN, ROSENBERG & WINIKOFF**  
*Professional Association*

8001 EAST OAKLAND PARK BOULEVARD, SUITE 400  
FORT LAUDERDALE, FLORIDA 33308

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C. Except as provided in subparagraph B, above, no lease may be renewed without the Unit Owner first receiving Board approval thereof. Such Board approval shall be pursuant to the provisions of a resolution adopted by the Board in this regard. Until such resolution is adopted, said approval shall be in the Board's discretion and shall not be unreasonably withheld.


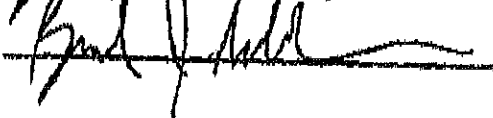
D. Every lease of a Unit shall make reference to the applicability of the Association documents. That notwithstanding, failure of an Owner to notify any person of the existence of the provisions of this Rule shall not limit the right of the Association to enforce the provisions of this Rule against such person.

E. The Association may enforce the provisions of this Rule against any person occupying a Unit whether Owner, lessee, tenant, invitee, guest or other person. Further, each Owner hereby irrevocably delegates to the Association the power for the Association to enforce any provisions of any lease or license or other agreement permitting occupancy of the Unit to the extent it may against an Owner. The right of enforcement includes the right to evict such lessee, tenant, invitee, guest or other person if such person violates any of the provisions of this Rule or other Association documents. The Association shall be entitled to all costs thereof including, but not limited to, attorneys' fees.

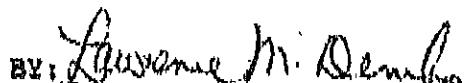
F. The Association may collect any unpaid and past due maintenance assessments directly from the tenant. Therefore, every lease shall require the attachment of the form Addendum to Lease Agreement attached hereto as Exhibit "A" or similar provisions contained in the body of the lease.

IN WITNESS WHEREOF, this Amendment has been executed by ARBOR COURTS AT JACARANDA ASSOCIATION, INC., the day and year first above set forth.

Witnesses:

ARBOR COURTS AT JACARANDA  
ASSOCIATION, INC.

BY:   
 Lawrence M. Dembo, President  
 LAWRENCE M.

Attent:   
 Janet Bissett, Secretary

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STATE OF FLORIDA  
COUNTY OF BROWARD

)  
) SS:  
)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, LARRY DEMBO, and JANET BISSETT, the President and Secretary respectively, of ARBOR COURTS AT JACARANDA ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, who are personally known to me or who produced their drivers' licenses as identification, who took an oath and they severally acknowledged that the execution thereof was their free act and deed as such officers for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of DECEMBER, 1992.

  
JACK WASSERMAN  
NOTARY PUBLIC, State of Florida

My Commission Expires:

JACK WASSERMAN  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXP. JULY 8, 1994  
NO. 00-028348

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ADDENDUM TO LEASE AGREEMENT

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COMES NOW \_\_\_\_\_, the  
Landlord (Unit Owner) and \_\_\_\_\_, the  
Tenant, and hereby enters into this Lease Addendum regarding Unit  
\_\_\_\_\_ located at \_\_\_\_\_.

WHEREAS, the ARBOR COURTS AT JACARANDA HOMEOWNERS'  
ASSOCIATION, INC., has required that as a condition to Lease  
Approval of the above-referenced Tenant, this Lease Addendum must  
be executed and attached to the Lease Agreement between the  
Landlord and the Tenant dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_.

WHEREAS, the primary purpose of this Lease Addendum is to  
provide the ARBOR COURTS AT JACARANDA HOMEOWNERS' ASSOCIATION,  
INC., with reasonable assurance that all Maintenance Assessments  
will be paid in accordance with the Declaration of Condominium  
and related documents,

NOW THEREFORE, in consideration for the Lease Approval, and  
other valuable consideration, which is acknowledged by the under-  
signed, the Parties herein agree as follows:

1. It shall be the absolute duty of the Landlord to remit  
all Maintenance Assessments, Special Assessments and other  
charges assessed on the unit herein by ARBOR COURTS AT  
JACARANDA HOMEOWNERS' ASSOCIATION, INC., in a timely fashion  
in accordance with the Declaration of Condominium and related  
documents.
2. In the event that the Landlord shall be delinquent in  
any of the assessments set forth in Paragraph 1 above, then  
the ARBOR COURTS AT JACARANDA HOMEOWNERS' ASSOCIATION, INC.,  
shall have the right to notify the Tenant as to the Default  
by the Landlord on the payment of any assessment by giving  
the Tenant written notice of the Default. Said written  
notice shall be signed by the President of ARBOR COURTS AT  
JACARANDA HOMEOWNERS' ASSOCIATION, INC., and attested by the  
Secretary. The notice shall state with particularity the  
amount of the assessment due, and the date that the  
assessment was due.

3. Upon the Tenant paying the following months' rent after

EXHIBIT "A"

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receiving written notice as stated above in Paragraph 2, the Tenant shall deduct from the monthly rent the amount set forth in the written notice, and remit this amount directly to ARBOR COURTS AT JACARANDA HOMEOWNERS' ASSOCIATION, INC., for satisfaction of the Landlord's assessment. In the event that the Tenant fails to remit the amount as set forth in the written notice, as required in Paragraph 2 above, then ARBOR COURTS AT JACARANDA HOMEOWNERS' ASSOCIATION, INC., shall have all rights in law or equity, as if ARBOR COURTS AT JACARANDA HOMEOWNERS' ASSOCIATION, INC. was in fact the Landlord herein. ARBOR COURTS AT JACARANDA HOMEOWNERS' ASSOCIATION, INC., shall cause a copy of the written notice to the Tenant to be mailed to the Landlord.

4. The Landlord hereby recognizes that payment to the Association for any assessment due, shall be considered to be rent paid by the Tenant under the Lease Agreement. So long as the Tenant remits the balance of the rent in a timely fashion under the Lease Agreement to the Landlord, then the Landlord shall not have the right of Tenant Eviction for failure to pay rent.

5. Any action taken by ARBOR COURTS AT JACARANDA HOMEOWNERS' ASSOCIATION, INC., shall not be construed as a waiver of its rights under the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and any Amendments to the foregoing, if any.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

IN WITNESS WHEREOF:

LANDLORD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR.

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AMENDMENT TO  
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR

ARBOR COURTS AT JACARANDA

THIS AGREEMENT is made this 19 day of April, 1988 by WESTWAY-JACARANDA LIMITED, a Florida Limited Partnership, herein after called "Developer", which amends the original Declaration of Restrictions and Protective Covenants dated July 14, 1987, and filed for record on March 7, 1988 in Official Records Book 15246, Page 743 of the Public Records of Broward County, Florida.

ARTICLE V, Section 4 is hereby amended to read as follows:

*Reserves* << Section 4. Establishing Assessments. The cost of the Regular maintenance described in Section 3 above, including such reserves as the Board of Directors shall deem appropriate and all assessments levied under the Master Declaration, shall be paid for by a maintenance fee assessed against Lots on which buildings have been completed and certificates of occupancy have been issued as provided for herein. In fixing assessments, the Board of Directors may make assumptions regarding the number of buildings which will be subject to assessment during the succeeding year. Upon completion of all buildings, each Lot will be assessed 1/108th of the total cost of Regular Maintenance. The fee assessed against each such Lot shall be a pro-rated portion of the total annual cost of the Regular Maintenance. Except for the initial assessment for Regular Maintenance established herein, the amount of the assessment shall be determined by the Board of Directors not less frequently than annually but as often as the Board may from time to time determine. Notice of the fixing or changing of the assessment shall be mailed to each Owner at the address of each Owner's Lot (unless an Owner has notified the Association in writing of a different address for receipt of assessment notices) at least thirty (30) days before the new assessment is to become effective; provided, however, that neither failure of the Association to send such notice, nor non-receipt of the notice by an Owner, shall be an excuse for non-payment of all assessments when due. All assessment for Regular Maintenance shall be established as if for a full calendar year, provided that the total amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. Payment of the assessment shall be in monthly installments (or in annual or quarter-annual installments if so determined by the Board of Directors) commencing on the first day of the month next following the recordation of this Declaration.

ARTICLE V, SECTION 5 is hereby amended to read as follows:

Section 5. Initial Regular Maintenance Assessment. The initial assessment for Regular Maintenance payable for each Lot is hereby fixed at \$720.00 per Lot for the year 1988 payable in equal monthly installments of \$60.00 due on the first day of each month. This is based on the initial Annual Operating Budget which is attached to this Declaration as an Exhibit.



ARTICLE VI, SECTION 20 is hereby amended to read as follows:

Section 20. Cable Television. The Developer has entered, or may enter, into a contract with a cable television company for the installation and providing of cable television services to all dwelling units. All Owners will be entitled to receive transmission of the cable television signal which will be supplied to each dwelling unit. The cost of the cable television service may be included in the assessment for Regular Maintenance and be borne equally by all Owners as a maintenance cost of the Association. If the cost of such service is not included in the Regular maintenance, each Owner will be responsible to pay for the cable television service provided to each dwelling unit directly to the company providing such service. The Association and all Owners (by acceptance of a deed of conveyance to a Lot) hereby authorizes the Developer to enter into such contract and any modifications or extensions thereof which the Developer, in its sole discretion, deems reasonable, and also hereby ratify, approve and adopt any such contract entered into by the Developer.

EXECUTED as of the date first above written.

Signed in the presence of:

WESTWAY-JACARANDA LIMITED

John J. Brown, Jr.  
J. J. Humphrey

By: L. R. Mattaway  
L. Richard Mattaway  
President of Westway  
Development Corporation,  
General Partner

Attest: William Safreed  
William Safreed,  
Secretary of Westway  
Development Corporation

STATE OF FLORIDA )  
COUNTY OF DADE ) ss.

The foregoing instrument was executed before me, the undersigned authority, by L. RICHARD MATTAWAY and WILLIAM SAFREED, President and Secretary, respectively, of Westway Development Corporation, a Florida corporation, the General Partner of WESTWAY-JACARANDA LIMITED, a Florida Limited Partnership, who acknowledged before me that they executed same in the presence of two subscribing witnesses, fully and voluntarily under authority duly vested in them by said corporation and that the seal affixed hereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of April, 1988.

Barbara J. Council  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 20 1991  
BONDED FOR GENERAL LIABILITY

JOINDER BY MORTGAGEE

The undersigned, SOUTHEAST BANK, N.A., a national banking association (hereinafter called "Mortgagee"), is mortgagee under that certain mortgage (the "Mortgage") from Westway-Jacaranda Limited dated May 21, 1987, and recorded June 9, 1987, in Official Records Book 14512, at Page 768, of the Public Records of Broward County, Florida, covering the following described property:

All of Jacaranda Parcel 611, according to the Plat thereof as recorded in Plat Book 130, at Page 37, of the Public Records of Broward County, Florida.

Mortgagee does hereby acknowledge that its rights as holder of the Mortgage are and shall be subject to the terms of the foregoing AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR ARBOR COURTS AT JACARANDA, amending that certain Declaration of Restrictions and Protective Covenants for Arbor Courts at Jacaranda, dated July 14, 1987, and recorded on March 7, 1988, in Official Records Book 15246, at Page 743, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, this Joinder has been executed this 19th day of April, 1988.

Signed, sealed and delivered  
in the presence of:

SOUTHEAST BANK, N.A.

Elena Carr  
D. J. Ray

By Edward L. Krall  
VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared Edward L. Krall, as Vice President of Southeast Bank, N.A., who has been duly authorized and directed, in his official capacity, executed the foregoing instrument as the act and deed of Southeast Bank, N.A., and impressed its seal hereon for the use and purpose hereinabove mentioned.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 19th day of April, 1988.

Elena Carr  
Notary Public

My Commission Expires on:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 27, 1989  
BONDED THRU HUCKELBERRY, SIPLEY  
& HARVEY INSURANCE & BOND CO. (P/S)

## ARTICLE II

### Property Subject to this Declaration; Additions Thereto

Section 1. Legal Descriptions. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described as Jacaranda Parcel 611, according to the Plat thereof as recorded in Plat Book 130, at Page 37, of the Public Records of Broward County, Florida, all of which real property shall hereinafter be referred to as "The Properties". Developer may, subject only to the approval of the City of Plantation or its appropriate review committee, in its sole discretion from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. The Developer may, subject only to the approval of the City of Plantation or its appropriate review committee, in its sole discretion, cause the merger or consolidation of the Association referred to herein with any other association, in which event, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association, provided all maintenance responsibilities and lien obligations and related provisions hereof shall be imposed upon and assumed by any successor entity; or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect this Declaration or any revocation, change or addition to the covenants established by this Declaration within The Properties.

## ARTICLE III

### Association Membership, Voting Rights and Management

Section 1. Membership. Every person or entity who is an Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member of said Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. The Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be Members, and the Vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer or its successors or assigns. The Class B Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Section 1, plus one (1) vote for each vote which the Class A Members are entitled to cast.

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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

**83090546** ARBOR COURTS AT JACARANDA

THIS DECLARATION is made this 14<sup>th</sup> day of July, 1987, by Westway-Jacaranda Limited, a Florida Limited Partnership, authorized to do business in Florida, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Arbor Courts at Jacaranda Association, Inc., a Florida corporation not for profit, which is to be incorporated.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Committee" shall mean and refer to the Architectural Control Committee.

(d) "Common Area" shall mean and refer to that portion of the property described in Article II not included within specifically designated lots together with any improvements thereon, including, without limitation, all commonly owned recreational facilities, open space, off-street parking areas, linear parks, private streets, sidewalks and street lights.

(e) "Declaration" shall mean and refer to this Declaration of Restrictions and Protective Covenants for Arbor Courts at Jacaranda.

(f) "Lot" shall mean and refer to any lot described in the Plat of Jacaranda Parcel 611 and any lot shown upon any resubdivision thereon.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(i) "Plat" shall mean and refer to the Plat of Jacaranda Parcel 611 described in Article II, Section I hereof.

(j) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

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Return To:

L. Richard Mattaway  
14325 SW 96 LANE  
MIAMI, FL 33186

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Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until one (1) year after such time as Developer no longer holds the title to any portion of the The Properties, unless the Developer elects to relinquish that right at an earlier date, but in no event shall said right extend beyond December 31, 1992.

Section 3. Management.

(a) The affairs of the Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors.

(b) Subject to subsection (c) hereof, Directors of the Association shall be elected at the annual meeting of the Members in the manner prescribed by the By-laws; Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-laws.

(c) The Directors named herein shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors. The first election shall take place on or before twenty (20) days after the earlier of:

(i) The closing of the sale by the Developer of the last Lot within The Properties to a purchaser, or

(ii) Five years after the closing of the sale of the first Lot within the Subdivision to the first purchaser thereof from the Developer.

(d) The Association shall have three (3) directors initially. The three initial directors shall be:

<u>NAME</u>	<u>ADDRESS</u>
L. Richard Mattaway	14325 S.W. 96 Lane Miami, FL 33186
William Safreed	14325 S.W. 96 Lane Miami, FL 33186
Gideon I. Humphreys	14325 S.W. 96 Lane Miami, FL 33186

(e) The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation.

ARTICLE IV

Property Rights in the Common Areas

Section 1. Ownership. Upon completion of the development of the Common Area (or any portion thereof, at the

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Developer's discretion) as described in Article I, Subsection (d) (the "Common Area"), but not later than five (5) years from the date of recordation hereof, the Developer, or its successors and assigns, shall convey and transfer the unencumbered record fee simple title thereto to the Association, and the Association shall accept such conveyance. Thereupon, the Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner without cost to the general taxpayers of Broward County and for the payment of taxes assessed against said Common Area (or portions thereof) and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes shall be prorated as of the date of conveyance of the Common Area (or portion). Prior to conveyance of title to the Common Area (or portions thereof) to the Association, the maintenance cost and taxes assessed against any portion of which the development has not been completed shall be paid by the Developer or its successors or assigns, and the Association shall pay the maintenance cost and taxes assessed against the developed portions.

Section 2. Members Easements. Regardless of completion of the development of the Common Areas, each Member and each tenant, agent and invitee of each such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members, their tenants, agents and invitees, subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner (including an Owner's tenants, agents and invitees) (i) for any period during which any assessment against his Lot remains unpaid for a period of thirty (30) days after its due date, and (ii) for a period not to exceed sixty (60) days for any infraction of its lawfully adopted, published rules and regulations (which sixty (60) days may be extended for continued violation of the rules and regulations); provided, however, that the easement over Common Areas for ingress and egress to Lots shall not be subject to suspension.

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, which shall include the right to issue membership cards and charge a fee for the issuance thereof.

(d) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of a Member to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to the regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each lot.

Section 4. Utility Easements. Public utilities (including cable television) may be installed underground in the

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Common Areas when necessary for the service of The Properties, and all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 5. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

#### ARTICLE V

##### Covenant for Maintenance and Assessments

Section 1. Creation of the Lien and Personal Obligation. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association assessments or charges for main tenance and improvements as provided in this Article V, including such reasonable reserves as the Association may deem necessary, such assessments to be fixed, established and collected from time to time as herein provided. All assessments, together with such interest thereon, penalties and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance as provided in Sections 3 and 6 hereof, for capital improvements as provided in Section 7 hereof, to pay real property taxes, or to promote the health, safety, welfare and recreational opportunities of the Members of the Association, their families residing with them, their guests and tenants.

Section 3. Regular Maintenance. The Association, through action of its Board of Directors, shall provide Common Area and building maintenance as described in this Section 3.

(a) Common Area Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures, except utilities, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Each owner shall permit the use of the hose bib on his Lot by the Association in performing landscape maintenance. Maintenance of street lighting fixtures shall include and extend to payment for all of the electricity consumed in their illumination. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with this Article V. Such assessments shall be against Lots as provided in Section 4 below. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of the right to use the Common Areas.

(b) Regular Exterior Building Maintenance. The Association shall provide exterior maintenance for

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exterior  
fence  
maintenance

each building to be paid for out of the Regular Maintenance Assessment fund as follows: clean, paint and provide general maintenance for stuccoed exterior building surfaces and those portions of wood fencing facing the exterior. Maintenance of any exterior portions of buildings not specifically required by this paragraph to be performed by the Association shall be the responsibility of each owner, including, but not limited to, building roofs, screen enclosures, courtyard landscaping, awnings and carport canopies. With regard to carport canopies, it is required that each owner thereof replace the fabric covering of each carport every five (5) years; provided, however, that the Association may waive this requirement upon a determination that the fabric is still in good condition. Such waiver would be subject to annual review.

(c) Other Exterior Building Maintenance. In the event it becomes necessary to effect any repair or replacement of any exterior building surfaces, wood fencing or roofs which, in the opinion of a majority of the members of the Architectural Control Committee, are beyond the general maintenance to be provided by the Association pursuant to sub-paragraph (b) above, the Association may perform those repairs and assess the cost thereof against the Lot or Lots directly benefiting therefrom. Such assessment will be in the nature of a Special Assessment, and the Association shall follow the procedure set forth in Section 6 of this Article. In the event it is necessary to repair the roof of any building, the cost of the roof repair shall be assessed against the Lot, or equally among the Lots, affected if, in the opinion of a majority of the members of the Architectural Control Committee, it can be determined which Lot or Lots are affected. If, however, the Committee cannot determine which Lot or Lots are affected, then all Lots upon which a building is located will be assessed equally.

(d) Master Association Maintenance. The Association is a member of Jacaranda at Central Park Master Association, Inc., hereinafter called the "Master Association". As such, The Properties and the Association are subject to the provisions of the Master Declaration for Jacaranda at Central Park, hereinafter called the "Master Declaration." The Master Declaration is recorded in Official Records Book 12079, at Page 479, with two amendments thereto recorded in Official Records Book 14196, at Page 239, and Official Records Book 14203, at Page 666, all in the public records of Broward County, Florida. The amount assessed against The Association pursuant to The Master Declaration for the maintenance of the common areas as defined therein (including but not limited to the surface water management and drainage system as well as other surrounding lands which are made a part of and subject to the Master Declaration) shall be considered to be a part of the Regular Maintenance to be performed by The Association and is to be included in the assessment established in Section 4 below.

(e) Insurance. Liability insurance, hazard insurance and fidelity bonds, as described in this subsection, shall be paid by the Association as a part of the Regular Maintenance budget. Fidelity bonds in

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an amount not less the greater of (i) two (2) months' aggregate assessments for Regular Maintenance, or (ii) Ten Thousand Dollars (\$10,000.00), shall be maintained for all officers, employees, agents or servants of the Association who are responsible for handling Association funds; provided, however, that, at Developer's option, no fidelity bond is required for Developer or any of its officers, employees or agents. Public liability insurance covering personal injuries occurring on the Common Areas of the Properties with minimum policy limits of One Million Dollars (\$1,000,000.00) per person, per occurrence, shall be maintained by the Association. In addition, the Association shall maintain hazard insurance, including "extended coverage" and "all risk" endorsements, insuring the replacement cost of improvements upon the Common Areas.

*Amendment of 4/14/88*

Section 4. Establishing Assessments. The cost of the Regular Maintenance described in Section 3 above, including such reserves as the Board of Directors shall deem appropriate and all assessments levied under the Master Declaration, shall be paid for by a maintenance fee assessed against Lots on which buildings have been completed and certificates of occupancy have been issued as provided for herein. In fixing assessments, the Board of Directors may make assumptions regarding the number of buildings which will be subject to assessment during the succeeding year. Upon completion of all buildings, each Lot will be assessed 1/12th of the total cost of Regular Maintenance. The fee assessed against each such Lot shall be a pro-rated portion of the total annual cost of the Regular Maintenance. Except for the initial assessment for Regular Maintenance established herein, the amount of the assessment shall be determined by the Board of Directors not less frequently than annually (commencing December 1, 1987), but as often as the Board may from time to time determine. Notice of the fixing or changing of the assessment shall be mailed to each Owner at the address of each Owner's Lot (unless an Owner has notified the Association in writing of a different address for receipt of assessment notices) at least thirty (30) days before the new assessment is to become effective; provided, however, that neither failure of the Association to send such notice, nor non-receipt of the notice by an Owner, shall be an excuse for non-payment of all assessments when due. All assessment for Regular Maintenance shall be established as if for a full calendar year, provided that the total amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. Payment of the assessment shall be in monthly installments (or in annual or quarter-annual installments if so determined by the Board of Directors) commencing on the first day of the month next following the recordation of this Declaration.

Section 5. Initial Regular Maintenance Assessment. The initial assessment for Regular Maintenance payable for each Lot is hereby fixed at \$660.00 per Lot for the year 1987 payable in equal monthly installments of \$55.00 due on the first day of each month. This is based on the Initial Annual Operating Budget which is attached to this Declaration as an Exhibit.

Section 6. Special Assessments. It shall be the responsibility of each Owner, except for Regular Maintenance to be performed by the Association as described in Section 3 above, to maintain the structures and grounds on each Lot, as well as carports, at all times in a neat and attractive manner. Upon an Owner's failure to do so, the Association may, at its option,

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after giving the Owner ten (10) days written notice sent to the Owner's last known address or to the address of the subject Lot, remedy the Owner's failure, and all expenses incurred by the Association in doing so shall be a Special Assessment charged against the Lot on which work was done. Further, Owners causing (or Owners whose families, agents, invitees or tenants cause) damage to any portion of the Common Areas or the portions of the building exteriors to be maintained by the Association as a result of misuse, negligence, failure to maintain or otherwise, shall be directly liable to the Association for the cost of correcting such damage; and a Special Assessment may be levied therefor against the Lots of such Owners.

Section 7. Capital Improvements. Funds necessary for capital improvements relating to the Common Areas under the ownership of the Association may be levied by the Association as Capital Improvement Assessments upon approval both by a majority of the Board of Directors of the Association and by a two-thirds favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-laws of the Association.

Section 8. Roster of Assessments. The Association shall maintain a roster of all Lots and assessments applicable thereto which shall be kept at the office of the Association and be open for inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; Lien and Remedies of the Association. It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. If any assessment for any Lot is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, upon the recordation of a Claim of Lien, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The obligation to pay assessments shall also be a personal obligation of the Owner having record title at the time the assessment is due, except in the case of Special Assessments under Subsection 6 for which the Owner at the time the damage is caused shall have the personal obligation to pay. Such personal obligation of an Owner to pay an assessment, however, shall remain the Owner's personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or installment thereof is not paid within ten (10) days after the due date, there shall be added thereto a penalty in an amount to be set by the Board of Directors (but not less than ten dollar (\$10.00)), and the assessment or installment shall bear interest from the date when due at the highest interest rate allowable by law; the Association may bring an action at law against the Owner personally obligated to pay the same, record a Claim of Lien against the Lot on which the assessment is unpaid, and foreclose the lien against the Lot in which the assessment is unpaid, any of which remedies the Association may pursue individually, simultaneously, or successively; and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing both the Claim of Lien and the filing of a Complaint

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in such action; and in the event a judgement is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court together with the costs of the action; and the Association shall be entitled to attorneys' fees and costs in connection with any appeal of any such action and collection of a judgment.

Section 10. Subordination of the Lien to Tax Liens and Mortgages. The Lien for any assessments provided for in this Article V shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secured indebtednesses which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years; provided, however, that in the event of a foreclosure, any purchaser at a foreclosure sale (including a mortgagee), and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment accruing and becoming due after such foreclosure (or conveyance in lieu of foreclosure). All unpaid and accrued assessments becoming due prior to the acquisition of title as a result of foreclosure or deed in lieu of foreclosure shall be deemed an assessment divided equally among, and payable by, all Lots subject to assessments by the Association, including any Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 11. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by Sections 3 and 6 of this Article, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

Section 12. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund subsequent deficits in the operating expenses of the Association.

Section 13. Working Capital. Upon purchase of a Lot from the Developer, each owner is required to pay to the Association an amount equal to two (2) months payments of the regular maintenance assessment. This will be a working capital fund.

Section 14. Enforcement by the City of Plantation. Should the Association fail to adequately maintain the landscaping requirements imposed by the Plantation City Council or the roads on the property, after thirty (30) days notice to do so by the City of Plantation, the City of Plantation shall have and is hereby given the same rights and powers that are provided to the Association concerning the right to assess each owner for the maintenance of the landscaping and the roads, including the creation and enforcement of assessments and liens.

#### ARTICLE VI

##### Townhouse Covenants

Section 1. Applicability. The provisions of this Article VI shall be applicable to all of the Lots.

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Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family townhouse dwelling not to exceed two stories in height. However, temporary uses are permitted by the Developer for model homes, parking lots, sales offices, construction offices, storage and all other uses determined to be necessary by the Developer, until permanent cessation of such uses takes place.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Committee (hereinafter identified) or its successor and all institutional mortgagees holding a mortgage on a dwelling unit within said building, and consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. Such modifications and alterations are also subject to the provisions of Paragraph 5 of the Master Declaration. No dwelling unit shall be demolished or removed without the prior written consent of all Owners of all other dwelling units with which such dwelling unit was connected at the time of its construction and all institutional mortgagees holding a mortgage on a dwelling unit within said building and also the prior written consent of Developer or its successor. Developer shall have the right, but shall not be obligated, to assign all of its rights and privileges under this Section 3 to the Association.

Section 4. Building Location. Buildings shall be located in conformance with the site plan for The Properties as approved by the City of Plantation, including all waivers approved in connection with said site plan, or as originally constructed on a Lot by Developer or its successor or assignee.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent the maintenance of utilities. The area of each Lot or the Common Area covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, as provided for by this Declaration, except for the installation for which a public utility or utility company is responsible. Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, such cable television company as the Developer may contract with, and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits under and through the utility easements as shown on the Plat or as may be recorded by Developer. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision shall be installed and maintained underground. In addition to easements shown on the Plat, there is hereby established an easement under such dwelling unit and within and on the outside surface of the concrete walls of each dwelling unit for the benefit of all other dwelling units within the same building for water and sewer pipes, and electric, telephone and cable television cables, conduits, meters, and stair support; provided, however, that such easement does not include any right of access for repairs and maintenance except to extent repairs and maintenance can be undertaken without entering upon the Lot. Further, the Fire Department of the City of Plantation shall have the right to enter upon the premises of any Lot at reasonable times and

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upon the giving of reasonable notice in order to conduct periodic inspections of fire suppression systems and equipment.

Section 6. Parking. The Developer shall grant an exclusive, non-assignable easement for two (2) parking-spaces to the Owner of each Lot at the time of conveyance of the Lot, which easement shall be a covenant running with the land so that the easement shall always remain for the benefit of the record titleholder. The specific parking spaces will be assigned to each Lot at the sole discretion of the Developer. All spaces not subject to an exclusive easement as set forth above shall be used exclusively for guest parking. Neither Owners, members of their families or other persons living with them, nor their tenants may be permitted to use guest parking spaces. Further, there shall not be permitted to be kept on the Properties more than two vehicles per Lot (this does not include vehicles brought on to the Properties by guests). Motorcycles shall be considered vehicles for the purposes of this Section 7 and shall be parked only in designated parking spaces.

Section 7. Nuisances. No noxious, illegal or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Structures. Except as provided in Section 2 of this Article VI as to the Developer, no structure of a temporary character, including sheds, trailers, tents, mobile homes or recreational vehicles, shall be permitted on The Properties at any time or used on any Lot at any time as a residence, either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any dwelling units built on The Properties or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed within the patio fences.

Section 9. Signs. No sign of any kind shall be displayed to the public view on The Properties except one sign per Lot of not more than one-half (1/2) square foot used to indicate the name of the resident and one sign per Lot of not more than one (1) square foot advertising the Lot for resale or for rent; provided, however, that no sign advertising a Lot for sale shall be permitted without the Developer's express written consent while the Developer still has any Lots for sale. The Association may remove any sign not in conformance with these restrictions. No signs are permitted without prior written approval by the Architectural Control Committee.

Section 10. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the and subject to this Declaration.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept; however, the number of said pets shall not exceed one (1) for any Lot, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions anywhere within The Properties except in locations designated by The Association, and the Owners of the pets shall be required to remove any excretions of their pets from non-designated areas.

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Section 12. Damage to Buildings. In the event a dwelling unit is damaged through act of God or other casualty, that Lot Owner shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair or rebuilding of the dwelling unit. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

Section 13. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 14. Architectural Control. No building, wall, fence, screen or other structure or improvement of any nature may be erected, placed or altered on any Lot, and no landscaping within patios the height of which exceeds the height of the patio fences may be planted or placed, until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Committee named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of said Committee, seems sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The initial Architectural Control Committee is composed of L. Richard Mattaway, Gideon Humphreys and William Safreed, and the address of said Committee is 14325 S.W. 96th Lane, Miami, Florida 33186. A majority of the Committee may take any action the Committee is empowered to take, may designate a representative to act for the Committee and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Committee, the Board of Directors shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The provisions of this section do not apply to the Developer.

Section 15. Exterior Appearances and Landscaping. The exterior finishing colors on all buildings may be maintained as that originally installed without prior approval of the Architectural Control Committee, but prior approval by the Committee shall be necessary before any such exterior finishing color is changed. The landscaping in the Common Areas, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall not be modified in any way by an Owner unless the prior written approval for any such change is obtained from the Committee. Aluminum foil, newspaper, any other paper covering, sheets, blankets or the like shall not be placed on windows or glass doors, either inside or outside dwelling units. No owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall or place any objects such as bicycles, toys, barbeques, trash or garbage cans or other items on patios unless concealed from the view of the road frontage and other residential units, except, however, customary outdoor furniture.

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Section 16. Trucks, Trailers, Boats, etc. No trucks, commercial vehicles or vans, campers, mobile homes, motorhomes, recreational vehicles, boats, house trailers, boat trailers, or trailers or trucks of every other description shall be permitted to be parked or to be stored at any place on The Properties, except only during the periods of approved construction or otherwise in accordance with rules and regulations promulgated by the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles in the course of business, such as for pick-up, delivery and other commercial services.

Section 17. Easement for Encroachment. There shall be an easement for encroachment in favor of the Association and all Owners in the event any dwelling unit now or hereafter encroaches upon any other dwelling unit or Lot as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of the Owner thereof, his designees, mortgagees and the Association.

Section 18. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot or in Common Areas except in areas designated for such purposes; provided, however, that the requirements from time to time of the City of Plantation for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight of street frontages and other dwelling units.

Section 19. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot, dwelling unit, common area or roadway.

Section 20. Cable Television. The Developer has entered, or may enter, into a contract with a cable television company for the installation and providing of cable television services to all dwelling units. All Owners will be entitled to receive transmission of the cable television signal which will be supplied to each dwelling unit. The cost of the cable television service will, for an initial period defined in the contract, be paid by The Association the cost of which will be included in the assessment for Regular Maintenance and be borne equally by all Owners. The Association and all Owners (by acceptance of a deed of conveyance to a Lot) hereby authorize the Developer to enter into such contract and any modifications or extensions thereof which the Developer, in its sole discretion, deems reasonable, and also hereby ratify, approve and adopt any such contract entered into by the Developer.

## ARTICLE VII

### Party Walls

Section 1. General. Each wall built as a part of the original construction of the single-family townhouse dwellings upon The Properties and placed on the dividing line between the Lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion.

Section 2. Sharing or Repairing Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners thereof, except as otherwise provided herein.

Section 3. Destruction by Fire or Other Casualty. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willfull misconduct of either Owner thereof, the Owners shall, at their joint expense, repair or rebuild said wall, and each Owner, his successors and assigns, shall have the right to full use of said wall so repaired or rebuilt. If either Owner's negligence or willful misconduct causes damage or destruction of said wall, such negligent or willfully mischievous Owner shall bear the entire cost of repair or reconstruction. If either Owner shall refuse to pay his share, or all of such cost in the case of negligence or willfull misconduct, the other Owner may have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs, plus interest at the highest rate allowed by law. If either or both Owners shall give, or shall have given, a mortgage upon his Lot to an institutional mortgagee, then the institutional mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 4. Easement for Repairs. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent dwelling unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in workmanlike manner, and consent is hereby given to enter on adjacent dwelling units during reasonable hours after giving reasonable notice to effect necessary repairs and reconstruction to party walls.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VII shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon conveyance or other transfer of title, the liability of the prior Owner shall cease.

Section 6. Arbitration. Any dispute arising concerning a party wall or under the provisions of this Article VII shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

## ARTICLE VIII

### Rules and Regulations

Section 1. Compliance by Owners. Each Owner and his family members, tenants, guests, invitees and agents shall comply with this Declaration and any and all rules and regulations adopted from time to time by the Association in furtherance of the provisions of this Declaration.

Section 2. Enforcement. Failure to comply with this Declaration or such rules and regulations shall be grounds for such action as the Board of Directors deems appropriate, which may include, without limitation, either independently or in any combination, an action to recover sums due for damages, injunctive relief, suspension of voting rights and use of Common Areas (except the use of Common Areas for ingress and egress to and from Lots).

Section 3. Fines. 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 an Owner for failure of an Owner, his tenants, family members, guests, invitees or agents, to comply with this Declaration or any rule

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or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least 5 business days notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties: The Board of Directors may impose fines (in the nature of special assessments as in Article V, Section 6) against the Lot owned by the non-complying Owner as follows:

1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article V hereof:

(f) Application of Fines: 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 of, and 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 non-complying Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

#### ARTICLE IX

##### General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land and bind the properties and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owner of any land subject to this Declaration, and such governmental entities having authority to enforce this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically

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extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots, all institutional mortgagees of Lots and any governmental entity having authority to approve the revocation of this Declaration has been recorded agreeing to revoke said covenants and restrictions. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation and unless written notice of the proposed agreement to revoke is sent to every Owner and all institutional mortgagees of lots and any governmental entity required to approve same at least ninety (90) days in advance of any action taken.

Section 2. Notice. Unless otherwise specified herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction hereof or rules and regulations promulgated pursuant hereto, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association, any Owner or governmental entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Committee. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees to be fixed by the court, including attorneys' fees and costs in connection with the appeal of any such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, any provision hereof may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument pursuant to one of the following: (1) By Developer, for so long as it holds title to any Lot; or (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided that, so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's written consent must be obtained; but in no event will any amendment hereunder become effective without the prior written consent of the City of Plantation or its Legal Department.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles of Incorporation shall take precedence over the By-Laws.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Broward County Public Records.

Section 8. Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and

Declaration  
↓  
Articles  
↓  
By-Laws

BM1324676/30

without the consent of any person or entity except the governmental entity which initially approved this Declaration for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

Section 9. Standards for Consent, Approval, Completion, Other Action and Interpretation. Except with regard to governmental enforcement and also with regard to maintenance and lien and related obligations hereof, whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer, the Association or the Architectural Control Committee shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the sole and unfettered opinion of the Developer, the Association or the Architectural Control Committee, as appropriate. This Declaration shall be interpreted by the Board of Directors, and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 10. Headings. The headings of articles, sections and paragraphs of this Declaration are intended as an aid only and are not binding or conclusive as to the contents which follow.

Section 11. Restriction on Leasing. The Developer may not lease any dwelling unit on the Property, nor may the Developer operate a leasing office on the Property, without the consent of the City Counsel of the City of Plantation. As the condition to obtaining such consent, the Developer must establish the existence of an economic hardship arising from an inability to sell the dwelling units.

Section 12. Mortgage of Common Area. The common area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Members. This restriction does not apply to Developer.

Executed as of the date first above written.

Signed in the presence of:

WESTWAY-JACARANDA LIMITED

William J. Speed  
Paula J. Cohen

By L. Richard Mattaway  
President of the General  
Partner  
(CORPORATE  
SEAL)  
WESTWAY DEVELOPMENT CORPORATION  
FLORIDA  
1981

BR15246PC759

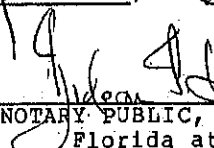
STATE OF FLORIDA     )  
                              ) ss:  
COUNTY OF DATE     )

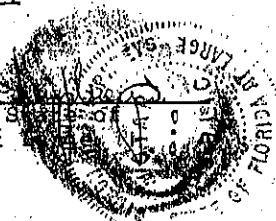
The foregoing instrument was executed before me, the undersigned authority, by L. Richard Mattaway, President of Westway Development Corporation, a Florida Corporation, the General Partner of Westway-Jacaranda Partners Limited, a Florida Limited Partnership, who acknowledged that he executed same in the presence of two subscribing witnesses, fully and voluntarily, under authority duly invested in him by said corporation and that the seal affixed thereto is the true seal of said corporation.

Witness my hand and seal in the County and State last aforesaid this 14<sup>th</sup> day of July, 1981.

My Commission Expires:

Notary Public State of Florida at Large.  
My Commission Expires March 11, 1986

  
NOTARY PUBLIC, State of  
Florida at



BK15246PC0760

ARTICLES OF INCORPORATION  
OF  
ARBOR COURTS AT JACARANDA ASSOCIATION, INC.

FILED  
1988 JUN -3 PM 2:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be ARBOR COURTS AT JACARANDA ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for ARBOR COURTS AT JACARANDA dated July 14, 1987, and recorded on March 7, 1988, in Official Records Book 15246, at Page 743 of the Public Records of Broward County, Florida. Pursuant to said Declaration of Restrictions and Protective Covenants, the Association shall own and maintain the Common Areas of Arbor Courts at Jacaranda and shall provide exterior maintenance as called for in said Declaration of Restrictions and Protective Covenants.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

B. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer, Westway-Jacaranda Limited, or its successors or assigns. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members, and the vote for such Lot shall be

exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer or its successors or assigns. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1, plus one vote for each vote which the Class A members are entitled to cast. Notwithstanding any provisions to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until one year after such time as the Developer no longer holds the title to any portion of the properties, unless the Developer elects to relinquish that right at any earlier date, but in no event shall said right extend beyond December 31, 1992.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if twenty-five percent of the total number of members in good standing shall be present or represented at the meeting.

#### ARTICLE IV

108 X 25% = 27

#### CORPORATE EXISTENCE

The Association shall have perpetual existence. In the event the Association is dissolved, all assets shall either be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

#### ARTICLE V

#### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members in 1988 and until qualified successors are duly elected and have taken office, shall be as follows:

L. RICHARD MATTAWAY

14325 S. W. 96th Lane  
Miami, Florida 33186

WILLIAM SAFREED

14325 S. W. 96th Lane  
Miami, Florida 33186

G. I. HUMPHREYS

14325 S. W. 96th Lane  
Miami, Florida 33186

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal of directors from office. All directors shall be members of the Association residing in ARBOR COURTS development except for directors which the developer shall have the right to elect or appoint or shall be authorized representatives, officers or employees of corporate members of

the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

#### ARTICLE VI

##### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors in 1988 and until successors are duly elected and have taken office, shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	L. Richard Mattaway	14325 S. W. 96 Lane
Vice President and Secretary	William Safreed	14325 S. W. 96 Lane
Treasurer	G. I. Humphreys	14325 S. W. 96 Lane

#### ARTICLE VII

##### BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

#### ARTICLE VIII

##### AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and approved by a majority of the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by a two-thirds (2/3) vote.

pursuant to voting rights set forth in Article III S 2 of these Articles of Incorporation.

## ARTICLE IX

### SUBSCRIBERS




The names and addresses of the subscribers to these Articles of Incorporation are:

L. RICHARD MATTAWAY 14325 S. W. 96 Lane  
Miami, Florida 33186

WILLIAM SAFREED 14325 S. W. 96 Lane  
Miami, Florida 33186

G. I. HUMPHREYS 14325 S. W. 96 Lane  
Miami, Florida 33186

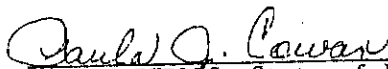
IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals the 15<sup>th</sup> day of July, 1987.

  
L. RICHARD MATTAWAY  
  
WILLIAM SAFREED  
  
G. I. HUMPHREYS

SEAL  
1988 JUN 3 PM 2:50  
FILED  
CLERK OF DISTRICT COURT  
MIAMI, FLORIDA

STATE OF FLORIDA )  
COUNTY OF DADE ) SS.

The foregoing instrument was acknowledged before me this 15 day of July, 1987, by L. RICHARD MATTAWAY, WILLIAM SAFREED and G.I. HUMPHREYS.

  
NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 20, 1991  
BONDED THRU GENERAL INS. UND.



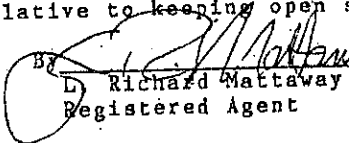
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM  
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the  
following is submitted, in compliance with said Act:

First--That ARBOR COURTS AT JACARANDA ASSOCIATION, INC., desiring  
to organize under the laws of the State of Florida with its  
principal office, as indicated in the articles of incorporation  
at City of Miami, County of Dade, State of Florida has named L.  
RICHARD MATTAWAY located at 14325 S. W. 96th Lane, Miami, Florida  
33186 City of Miami, County of Dade, State of Florida, as its  
agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above  
stated corporation, at place designated in this certificate, I  
hereby accept to act in this capacity, and agree to comply with  
the provision of said Act relative to keeping open said office.

  
By L. Richard Mattaway  
Registered Agent

FILED  
1988 JUN -3 PM 2:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of JACARANDA AT CENTRAL PARK MASTER ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 12, 1984, as shown by the records of this office.

The charter number of this corporation is N05633.



CER-101

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
12th day of October, 1984.

George Firestone  
Secretary of State

EXHIBIT "B"

OFF 12079PG 502

BY-LAWS  
OF  
ARBOR COURTS AT JACARANDA ASSOCIATION, INC.

A Corporation Not for Profit  
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ARBOR COURTS AT JACARANDA ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to JACARANDA PARCEL 611 according to the Plat recorded in Plat Book 130, Page 31 of the Public Records of Broward County, Florida.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at the residence or business address, in Dade or Broward County, Florida, of the then President of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Declaration of Restrictions and Protective Covenants to which the Properties are subject, which is dated July 14, 1987, and was recorded March 7, 1988, in Official Records Book 15246, at Page 743 of the Public Records of Broward County, Florida.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B member may be removed only by the Class B member and except that the directors named in the Articles of Incorporation may not be removed until the expiration of their terms.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization shall be held

immediately after the annual meeting of members, provided a majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present, at the time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of the members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held any place or places within Broward County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Broward County.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three (3) days by mail or one day by telephone or telegram. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

## ARTICLE V

### OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. The Secretary shall issue notices of all meetings to the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the Meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Consistent with the requirements of the Articles of Incorporation, vacancies in any office arising from any cause

may be filled by the Board of Directors at any regular or special meeting.

#### ARTICLE VI

##### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the first working day of the month of July in each year beginning in 1988 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors.

Section 3. Notice may be given to any member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to the member's address appearing on the records of the Association. Each member shall register his address with the Secretary, and notice of the meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted; provided, however, that if any business or any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of the members entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action governed by these By-Laws.

#### ARTICLE VII

##### AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy (but no individual other than the developer may vote more than five (5) votes by proxy), provided that the notice to the members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in such covenants.

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

WE DO HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the \_\_\_\_ day of \_\_\_\_\_, 1987.

L. RICHARD MATTAWAY, President

WILLIAM SAFREED, Secretary

84-363593

EXHIBIT E

MASTER DECLARATION

FOR

JACARANDA AT CENTRAL PARK

WILL CALL

RECORD & RETURN TO:  
GOLDBERG, YOUNG & BORKSON, P.A.  
1630 North Federal Highway  
P. O. Box 23800  
Fort Lauderdale, Florida 33307

THIS MASTER DECLARATION FOR JACARANDA AT CENTRAL PARK is made this 23rd day of October, 1984, by GULFSTREAM LAND & DEVELOPMENT CORP., a Delaware corporation, hereinafter referred to as "DECLARANT."

P R E A M B L E :

DECLARANT owns certain real property located in Broward County, Florida, which is described in Exhibit "A" attached hereto. It is intended the property will be developed as a residential community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the property, to protect and preserve the values of the property. This Declaration will also establish a master association, which will be given various responsibilities with respect to the property. Among other things, the master association will own, operate, administer and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities as provided herein. The expenses of the master association will be shared by the homeowners associations operating the various developments within the property, and by the owners of portions of the property which are not subject to a homeowners association, who will be members of the master association as provided herein.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth below, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1.01 ARTICLES mean the Articles of Incorporation of the MASTER ASSOCIATION, as same may be amended from time to time.

1.02 ASSESSMENT means the amount of money which may be assessed against an OWNER or a MEMBER for the payment of the OWNER's or MEMBER's share of COMMON EXPENSES, and/or any other funds which an OWNER or MEMBER may be required to pay to the MASTER ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 BOARD means the Board of Directors of the MASTER ASSOCIATION.

1.04 BYLAWS mean the Bylaws of the MASTER ASSOCIATION, as same may be amended from time to time.

1.05 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the MASTER ASSOCIATION for the benefit, use and enjoyment of the MEMBERS of the MASTER ASSOCIATION and the residents of the SUBJECT PROPERTY, or any other property which is declared to be a COMMON AREA by this DECLARATION.

RECEIVED  
JUN 2 1991

OFFICE  
REC'D 12079 PG 479

1.06 COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the MASTER ASSOCIATION, including, but not limited to, the following:

- 1.06.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operations of the COMMON AREAS, or any portion of the SUBJECT PROPERTY to be maintained by the MASTER ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.
- 1.06.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA, or in connection with the performance of the MASTER ASSOCIATION's duties.
- 1.06.3 Expenses incurred in connection with the administration and management of the MASTER ASSOCIATION.
- 1.06.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.
- 1.06.5 Any expense of prosecuting or defending any action for or against the MASTER ASSOCIATION, including attorneys' fees.

1.07 COMMON SURPLUS means the excess of all receipts of the MASTER ASSOCIATION over the amount of the COMMON EXPENSES.

1.08 DECLARANT means GULFSTREAM LAND & DEVELOPMENT CORP., a Delaware corporation, or any successor of DECLARANT who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT any third party who acquires title to all or any portion of the PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any default or obligations incurred by any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.09 DECLARATION means this Master Declaration, as it may be amended from time to time.

1.10 HOMEOWNERS ASSOCIATION means a non-profit corporation, other than the MASTER ASSOCIATION, which is formed to administer a declaration of covenants and restrictions, declaration of condominium, or similar declaration affecting any portion of the SUBJECT PROPERTY, and whose members consist of OWNERS of any PROPERTY affected by such declaration. For purposes of this DECLARATION, the PROPERTY affected by any such declaration shall be deemed to be operated by, and subject to the jurisdiction of, the respective HOMEOWNERS ASSOCIATION. Notwithstanding the foregoing, if two or more parcels of PROPERTY are subject to the jurisdiction of separate HOMEOWNERS ASSOCIATIONS, and if all of such parcels of PROPERTY are subject to the jurisdiction of another HOMEOWNERS ASSOCIATION, such other HOMEOWNERS ASSOCIATION shall not be deemed a HOMEOWNERS ASSOCIATION for purposes of voting and the payment of assessments, it being the intent of this DECLARATION that only one HOMEOWNERS ASSOCIATION shall be a member of the MASTER ASSOCIATION with respect to any PROPERTY.

1.11 INSTITUTIONAL LENDER means any company or entity holding a mortgage encumbering any PROPERTY, which in the ordinary course of business makes, purchases, guarantees, or insures real estate mortgage loans, and which company or entity is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER may include a bank, savings and loan

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association, insurance company, real estate or a mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.12 OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER.

1.13 MASTER ASSOCIATION means JACARANDA AT CENTRAL PARK MASTER ASSOCIATION, INC., a Florida corporation not-for-profit.

1.14 MEMBER means a member of the MASTER ASSOCIATION, as provided in Paragraph 3.06 of this DECLARATION.

1.15 PERSON means an individual, partnership, syndicate, association, corporation or any other legal entity.

1.16 PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNITS within any PROPERTY is (i) the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a recorded Declaration of Condominium or amendment thereto, a site plan approved by any controlling governmental authority, a recorded plat, a land use plan on file with and/or approved by any controlling governmental authority, or a good faith written estimate of the total number of UNITS which may be constructed within the PROPERTY signed by the OWNER, which shall be subject to the reasonable approval of the BOARD and in any event shall not exceed the maximum number of UNITS that may be constructed within the PROPERTY pursuant to the regulations of the controlling governmental authority, in that order of priority, (ii) less the number of UNITS actually existing within the PROPERTY.

1.17 PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS located upon or within the PROPERTY.

1.18 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, including any property which may from time to time be added to this DECLARATION by an amendment.

1.19 UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authorities have issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home, or residential condominium parcel. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.20 UNIT OWNER means the record holder(s) of the fee title to a UNIT.

## 2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE MASTER ASSOCIATION.

### 2.01 Conveyance of COMMON AREAS to MASTER ASSOCIATION.

2.01.1 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the MASTER ASSOCIATION as a COMMON AREA, and any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.

2.01.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the MASTER ASSOCIATION as a COMMON AREA, but the MASTER ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the MASTER ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of

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conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.02 Use and Benefit. All COMMON AREAS shall be held by the MASTER ASSOCIATION for the use and benefit of the MASTER ASSOCIATION and its MEMBERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the MASTER ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, and subject the terms of any easement, restriction, or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the MASTER ASSOCIATION.

2.03 Grant and Modification of Easements. The MASTER ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the MASTER ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the MASTER ASSOCIATION.

2.04 Additions, Alterations or Improvements. The MASTER ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of a majority of the votes of the MEMBERS shall be required as to any addition, alteration, or improvement, or as to any purchase of personal property, exceeding the sum of FIVE THOUSAND DOLLARS (\$5,000.00), or if the cost of the foregoing shall in any calendar year exceed in the aggregate the sum of TEN THOUSAND DOLLARS (\$10,000.00) (which sums shall be increased in direct proportion to any increase in the Consumer Price Index subsequent to the date of the recording of this DECLARATION, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, using the U.S. City Average, all items 1967 = 100, or any similar Index if the foregoing Index is discontinued). The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition to the foregoing, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

2.05 Utilities. The MASTER ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the MASTER ASSOCIATION, as a COMMON EXPENSE.

2.06 Taxes. The MASTER ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the MASTER ASSOCIATION, as a COMMON EXPENSE.

2.07 Insurance. The MASTER ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

2.07.1 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the MASTER ASSOCIATION, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The MASTER ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least 2/3 of the votes of the MEMBERS.

2.07.2 Comprehensive General Liability Insurance protecting the MASTER ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$3,000,000 for any single occurrence.

2.07.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the MASTER ASSOCIATION, covering the

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maximum funds that will be in the custody or control of the MASTER ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

2.07.4 Such other insurance as may be desired by the MASTER ASSOCIATION, such as flood insurance, errors and omissions insurance, workmen's compensation insurance, or any other insurance.

2.07.5 All insurance purchased by the MASTER ASSOCIATION must include a provision requiring at least sixty (60) days written notice to the MASTER ASSOCIATION before the insurance can be cancelled or the coverage reduced for any reason.

2.07.6 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$1,000 or such other sum as is approved by the members of the MASTER ASSOCIATION.

2.07.7 Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be cancelled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the MASTER ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the MASTER ASSOCIATION, and to require the MASTER ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

2.08 Damage or Destruction. In the event any improvement within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the MASTER ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by a majority of the votes of the MEMBERS. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the MASTER ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

2.09 Default. Any MEMBER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the MASTER ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the MASTER ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

2.10 Maintenance of COMMON AREAS and other Property. The MASTER ASSOCIATION shall maintain all property owned by the MASTER ASSOCIATION, and all improvements thereon, in good condition at all times. If pursuant to any easement the MASTER ASSOCIATION is to maintain any improvement within any property, then the MASTER ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the MASTER ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the MASTER ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable the MASTER ASSOCIATION shall so notify any OWNER or HOMEOWNERS ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the MASTER ASSOCIATION and not by the OWNER or HOMEOWNERS ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or HOMEOWNERS ASSOCIATION in writing. Without limitation, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvement in or within 40 feet of any public road right-of-way within or contiguous to the SUBJECT PROPERTY. To the extent the MASTER

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ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the MASTER ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the MASTER ASSOCIATION may be evidenced by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, HOMEOWNERS ASSOCIATION, the DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the MASTER ASSOCIATION.

2.11 Surface Water Management System. It is acknowledged the surface water management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage, provided however that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the South Florida Water Management District and/or any other controlling governmental authority. The MASTER ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and drainage system for the SUBJECT PROPERTY, including but not limited to all lakes, canals, swale areas, retention areas, culverts, and related appurtenances, regardless of whether or not same are owned by the MASTER ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of the South Florida Water Management District, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the MASTER ASSOCIATION shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any PROPERTY which is not a COMMON AREA or which is not otherwise to be maintained by the MASTER ASSOCIATION pursuant to this DECLARATION. Such maintenance responsibility shall also not be deemed to include any portion of the surface water management and drainage system for the SUBJECT PROPERTY which is owned and maintained by any controlling governmental authority.

2.12 Enforcement of Obligations of MASTER ASSOCIATION. The original DECLARANT, regardless of whether or not it is a MEMBER of the MASTER ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the MASTER ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the MASTER ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by the original DECLARANT or any controlling governmental authority, the original DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by the original DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the MASTER ASSOCIATION, plus any costs, expenses, and attorneys' fees incurred in connection with the enforcement of the MASTER ASSOCIATION's duties and obligations hereunder or the collection of any such sums. The original DECLARANT or the controlling governmental authority shall have the right to collect such monies from the MEMBERS of the MASTER ASSOCIATION and in connection therewith shall have all right and enforcement rights granted to the MASTER ASSOCIATION in connection with the collection of said monies as the MASTER ASSOCIATION has to collect the COMMON EXPENSES from the MEMBERS, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the MASTER ASSOCIATION may be enforced by any UNIT OWNER or MEMBER, through appropriate legal proceedings.

2.13 Mortgage and Sale of COMMON AREAS. The MASTER ASSOCIATION shall not mortgage, transfer or sell any property owned by the MASTER ASSOCIATION without the approval of at least two thirds of the votes of the MEMBERS.

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3. MASTER ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY, the MASTER ASSOCIATION has been organized under the Laws of the State of Florida.

3.01 Articles of Incorporation. A copy of the ARTICLES are attached hereto as Exhibit "B." No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict the amendment of the ARTICLES except as provided herein.

3.02 BYLAWS. A copy of the BYLAWS are attached hereto as Exhibit "C." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict the amendment of the BYLAWS except as provided herein.

3.03 Powers of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the MASTER ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the MASTER ASSOCIATION.

3.04 Approval or Disapproval of Matters. Whenever the decision of a MEMBER or OWNER is required upon any matter, whether or not the subject of a MASTER ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein.

3.05 Acts of the MASTER ASSOCIATION. Unless the approval or action of the MEMBERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, all approvals or actions required or permitted to be given or taken by the MASTER ASSOCIATION shall be given or taken by the BOARD, without the consent of the MEMBERS, and the BOARD may so approve an act through the proper officers of the MASTER ASSOCIATION without a specific resolution. When an approval or action of the MASTER ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the MASTER ASSOCIATION deems appropriate or the MASTER ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.06 Membership.

3.06.1 HOMEOWNER'S ASSOCIATION MEMBER. Each HOMEOWNERS ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. No OWNER of any PROPERTY or UNIT which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION shall be deemed a MEMBER of the MASTER ASSOCIATION, except for DECLARANT.

3.06.2 OWNER MEMBER. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the OWNER of such PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.06.3 DECLARANT. DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as DECLARANT owns any PROPERTY or any mortgage encumbering any PROPERTY other than a UNIT.

3.07 MEMBERS' Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.DB Current Lists of UNIT OWNERS. Upon request by the MASTER ASSOCIATION, any HOMEOWNERS ASSOCIATION MEMBER shall be required to provide the MASTER ASSOCIATION with the names and addresses of all or any OWNERS which are members of the HOMEOWNERS ASSOCIATION.

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#### 4. ASSESSMENTS FOR COMMON EXPENSES

4.01 Responsibility. Each MEMBER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES to the MASTER ASSOCIATION as hereinafter provided.

4.02 Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 60 days prior to the beginning of each calendar year, the BOARD shall adopt a budget for such calendar year which shall estimate all of the COMMON EXPENSES to be incurred by the MASTER ASSOCIATION during the calendar year. In determining the budget for any calendar year, the BOARD may take into account COMMON AREAS, UNITS, and additions to the SUBJECT PROPERTY anticipated to be added during the calendar year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES per UNIT, which shall be equal to the total amount to be assessed for COMMON EXPENSES pursuant to the budget, divided by the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY. The MASTER ASSOCIATION shall then promptly notify all MEMBERS, in writing, of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES per UNIT. From time to time during the calendar year, the BOARD may modify the budget for the calendar year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the MEMBERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES per UNIT. If the expenditure of funds is required by the MASTER ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments as provided in the notice from the MASTER ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the MASTER ASSOCIATION notifies the MEMBER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any ASSESSMENT for COMMON EXPENSES payable by any MEMBER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.03 Payment of ASSESSMENTS for COMMON EXPENSES. On or before the date each ASSESSMENT for COMMON EXPENSES is due, each MEMBER shall be required to and shall pay to the MASTER ASSOCIATION an amount equal to the ASSESSMENT for COMMON EXPENSES per UNIT, multiplied by the number of UNITS and PLANNED UNITS within the PROPERTY then owned by and/or under the jurisdiction of such MEMBER. If any PROPERTY owned by DECLARANT is also under the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER, the HOMEOWNERS ASSOCIATION MEMBER and not DECLARANT shall be required to pay ASSESSMENTS for COMMON EXPENSES for the UNITS and PLANNED UNITS within such PROPERTY.

4.04 Enforcement. If any MEMBER fails to pay any ASSESSMENT for COMMON EXPENSES when due, the MASTER ASSOCIATION shall have the rights set forth in Paragraph 7.01, including but not limited to the charging and collection of interest, the recording of a Claim of Lien and the foreclosure of same, and the acceleration of ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period.

4.05 ASSESSMENTS for COMMON EXPENSES while DECLARANT Appoints a Majority of the BOARD. Notwithstanding anything contained in this Paragraph 4 to the contrary, during the period when DECLARANT appoints a majority of the directors of the BOARD, or until DECLARANT gives the MASTER ASSOCIATION written notice that it will pay ASSESSMENTS as any other OWNER MEMBER, DECLARANT shall pay any amount of COMMON EXPENSES incurred by the MASTER ASSOCIATION and not produced by ASSESSMENTS for COMMON EXPENSES receivable from the other MEMBERS, but shall not be liable for any ASSESSMENTS for COMMON EXPENSES for any UNITS or PLANNED UNITS within the PROPERTY owned by DECLARANT. If DECLARANT fails to pay such amount the MASTER ASSOCIATION shall have all of the remedies for such collection provided in this DECLARATION.

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## 5. ARCHITECTURAL CONTROL

5.01 Purpose. Architectural control will be exercised over all buildings, structures and improvements to be placed or constructed upon any PROPERTY for the purpose of insuring the development of the entire SUBJECT PROPERTY as a residential community of high standards and aesthetic beauty. It is the intent of this Paragraph that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any PROPERTY including, but not limited to, height, site planning, set-back requirements, open space, exterior design, color schemes, landscaping, waterscaping, and aesthetic criteria, to the end that the entire SUBJECT PROPERTY may be developed as a planned high-quality residential community with each portion of the SUBJECT PROPERTY complementing the other portions.

5.02 Party Exercising Architectural Control. DECLARANT shall have the right to exercise such architectural control so long as it owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT. Thereafter, the MASTER ASSOCIATION shall exercise such architectural control, provided, however, that at any time DECLARANT shall have the right to relinquish architectural control over all or any portion of the SUBJECT PROPERTY, by written notice to the MASTER ASSOCIATION. So long as DECLARANT has the right to exercise architectural control, and has not voluntarily relinquished such control to the MASTER ASSOCIATION, the MASTER ASSOCIATION shall not have the right to exercise architectural control and said right shall be exclusively vested in DECLARANT.

5.03 OWNER to Obtain Approval. Each OWNER, by accepting title to any PROPERTY, and each HOMEOWNERS ASSOCIATION, covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, antenna, sign, mailbox, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original structural or exterior condition and color of same, shall be placed, constructed or made upon any PROPERTY, nor shall the elevation of any PROPERTY be changed, nor shall any lake or canal be filled or the boundaries of same altered, unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

5.04 Approval of Plans and Specifications. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds. Approval of any new plans and specifications shall not be unreasonably withheld, and architectural control shall not be applied in a discriminatory manner or to unreasonably prohibit the reasonable development of any PROPERTY. Notwithstanding the foregoing, the party exercising architectural control shall have complete discretion to approve or disapprove any plans and specifications on the grounds of exterior aesthetics. The party exercising architectural control shall approve or disapprove any plans or specifications within thirty (30) days after they have been submitted for approval, by written notice to the PERSON submitting same, and in the event the party exercising architectural control fails to disapprove any plans or specifications within such thirty (30) day period, they shall be deemed to have been approved and upon request the party exercising architectural control shall give written notice of such approval. Any approval of plans or specifications which is conditioned upon changes being made shall be deemed a disapproval until such time as the PERSON submitting the plans and specifications agrees to the changes or revises the plans and specifications to reflect the changes requested. In the event the party exercising architectural control approves, or is deemed to have approved, any plans or specifications, the PERSON submitting the plans and specifications may proceed to make improvements or repairs in strict conformance with the plans and specifications submitted and approved or deemed to have been approved.

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5.05 Remedy for Violations. In the event this Article is violated in that any construction, improvement, change, or alteration is made without first obtaining the approval of the party exercising architectural control, or is made prior to the time approval is presumed as set forth herein, the party exercising architectural control shall specifically have the right to injunctive relief, which shall include, but not be limited to, requiring the applicable HOMEOWNERS' ASSOCIATION or OWNER to stop, remove and/or alter any such construction, improvement, change or alteration in a manner which is satisfactory to the party exercising architectural control, or the party exercising architectural control may pursue any other remedy available by law. The party exercising architectural control must commence any such action within one (1) year of the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Furthermore, notwithstanding anything contained herein to the contrary, the party exercising architectural control shall have the exclusive authority to enforce the provisions of this Article.

5.06 Effect of HOMEOWNERS ASSOCIATION. If a HOMEOWNERS ASSOCIATION is also granted the right to exercise, and is exercising, architectural or similar control pursuant to a declaration of restrictions, declaration of condominium or similar document recorded with respect to any PROPERTY, then the OWNER seeking architectural approval from the MASTER ASSOCIATION shall also be required to obtain such approval from such HOMEOWNERS' ASSOCIATION, and no approval given by the MASTER ASSOCIATION shall be binding upon such HOMEOWNERS' ASSOCIATION, and likewise no approval given by any such HOMEOWNERS' ASSOCIATION shall be binding upon the MASTER ASSOCIATION.

5.07 No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any MEMBER or OWNER due to the exercise or nonexercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards, guidelines and/or criteria of the party exercising architectural control, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the party exercising architectural control shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

## 6. USE RESTRICTIONS AND MAINTENANCE

6.01 Residential Purposes. UNITS may only be used for residential purposes, and may not be used for commercial, trade or business purposes.

6.02 Portable Buildings. No portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any PROPERTY for storage or otherwise, without the prior written consent of the MASTER ASSOCIATION.

6.03 Clothes Lines. No clothes lines or clothes poles shall be erected, maintained or permitted on the exterior of any PROPERTY, without the prior written consent of the MASTER ASSOCIATION.

6.04 Signs. No sign advertising the sale, lease or rental of any PROPERTY or UNIT, and no political sign, advertising or commercial sign shall be posted, displayed, inscribed, or affixed to, or be visible from, the exterior of a UNIT, or upon any PROPERTY, without the prior written consent of the MASTER ASSOCIATION. Other reasonable signs are permitted, subject to the approval of the party exercising architectural control as elsewhere provided. Any signs must be in compliance with applicable ordinances of the City of Plantation.

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6.05 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household pets. Any household pets must not be kept or maintained for commercial purposes and must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. The MASTER ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

6.06 Nuisances. No nuisances shall be allowed upon any PROPERTY, nor any use or practice which is an unreasonable source of annoyance to other OWNERS or which interferes with the peaceful possession and proper use of the residents of the SUBJECT PROPERTY. No unlawful use shall be made of any PROPERTY, and all laws, zoning ordinances and regulations of all controlling governmental bodies shall be observed.

6.07 Lakes. All lakes and canals within the SUBJECT PROPERTY, except for any portion of any lake or canal which is owned by any governmental authority, shall be a COMMON AREA. Any HOMEOWNERS ASSOCIATION shall have the right to draw water out of any lake or canal existing within the SUBJECT PROPERTY for irrigation purposes for any COMMON AREAS operated by the HOMEOWNERS ASSOCIATION. No OWNER shall draw water out of any lake or canal existing within the SUBJECT PROPERTY for irrigation purposes for any PROPERTY owned by the OWNER without the prior written consent of the MASTER ASSOCIATION, which may be granted or withheld in its sole discretion. Any HOMEOWNERS ASSOCIATION or OWNER shall have the right to drain surface or storm waters into any lake or canal within the SUBJECT PROPERTY. However, except in the case of PROPERTY which is contiguous to any such lake or canal, each HOMEOWNERS ASSOCIATION or OWNER desiring to use such irrigation or drainage shall be responsible for obtaining an access easement from the OWNER's PROPERTY to any such lake or canal for such purposes, and no such access easement is hereby declared or is to be implied by necessity or otherwise. The MASTER ASSOCIATION shall have the right to approve the location and design of any irrigation system which draws water out of any lake or canal existing within the SUBJECT PROPERTY, which approval will not be unreasonably withheld, and no HOMEOWNERS ASSOCIATION or OWNER shall install such an irrigation system without the written approval of the MASTER ASSOCIATION as to the design of such system. The MASTER ASSOCIATION shall not be liable if any water drawn from any lake or canal within the SUBJECT PROPERTY for irrigation purposes is not suitable for such purposes, or if the level of the water in any lake or canal existing within the SUBJECT PROPERTY falls to a level which is below the intake pipes of any irrigation system. The use of any lake or canal within the SUBJECT PROPERTY shall be subject to all rules, regulations and restrictions adopted by the BOARD concerning same. In particular, and without limitation, no swimming or motor boating will be allowed in any such lake or canal unless and except as expressly permitted pursuant to any such rules, regulations and restrictions adopted by the BOARD.

6.08 Boats. No boats may be kept or stored outside of any UNIT, except that boats may be kept or stored on any COMMON AREAS pursuant to rules and regulations adopted by the MASTER ASSOCIATION if, and only if, expressly permitted by any such rules and regulations.

6.09 Vehicles. The residents of the SUBJECT PROPERTY may only park automobiles, small trucks, vans, or other vehicles commonly used as private passenger vehicles within the SUBJECT PROPERTY, without the prior written consent of the MASTER ASSOCIATION. In particular, and without limitation, no vehicle shall be parked outside of a UNIT overnight or for more than four (4) hours of any day without the prior written consent of the MASTER ASSOCIATION, if commercial lettering or signs are painted or affixed to the vehicle, or if commercial equipment is exposed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, or other than a private passenger vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than twenty-four (24) hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY.

6.10 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any PROPERTY.



6.11 Surface Water Management. No OWNER, MEMBER, or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the MASTER ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

6.12 Outside Antennas. No outside antennas or signal-receiving dishes are permitted without the prior written consent of the MASTER ASSOCIATION.

6.13 Wells. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the MASTER ASSOCIATION and the utility company supplying potable water to the SUBJECT PROPERTY.

6.14 Maintenance Provisions. Except for portions of any PROPERTY to be maintained by the MASTER ASSOCIATION as elsewhere provided, all buildings and other improvements existing under, upon or over any PROPERTY from time to time shall at all times be maintained in accordance with all applicable governmental requirements, and in a first-class condition and in good working order, so as to preserve the beauty, quality and value of all PROPERTY. Without limiting the foregoing, the following standards shall apply with respect to the maintenance of any improved PROPERTY:

6.14.1 Buildings and Other Improvements. All buildings and other improvements shall be maintained in first-class condition, especially as to the exterior appearance. Painting or other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or improvement.

6.14.2 Sidewalks, Roads and Parking Areas. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. All curbing and bumper stops shall be repaired or replaced if damaged. All stripping, including but not limited to, parking space, traffic lane and directional markings, within any road, street, or parking area, shall be repainted as necessary, so that same will be clearly visible at all times.

6.14.3 Landscaping. All PROPERTY containing a UNIT, or owned in conjunction with the ownership of a UNIT, or owned and/or operated by a HOME-OWNER'S ASSOCIATION, shall be tastefully landscaped in accordance with any criteria established by the party exercising architectural control to the waterline of any abutting lake or canal and to the pavement edge of any abutting road or parking area. Lawns shall be primarily sodded, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the party exercising architectural control. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced. All such landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control.

6.14.4 Trash. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any PROPERTY except in closed dumpsters or other sanitary garbage collection facilities. All dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the surrounding area. Garbage bags or private trash containers required to be placed near any street for collection purposes shall not be placed outside more than twenty-four (24) hours prior to scheduled collection times.

6.14.5 Utility Lines and Services. All utility lines and services shall be maintained in good working condition.

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6.15 Rules and Regulations. Reasonable rules and regulations concerning the maintenance and use of the SUBJECT PROPERTY may be made and amended from time to time by the MASTER ASSOCIATION in the manner provided by its ARTICLES and BYLAWS. Copies of such rules and regulations and amendments shall be furnished by the MASTER ASSOCIATION to any OWNER upon request.

6.16 Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any PROPERTY from imposing restrictions upon such PROPERTY in addition to, or more restrictive than, the restrictions contained herein, provided, however, that any such restrictions shall not be effective to permit that which is expressly prohibited by the restrictions contained herein.

6.17 Waiver. The BOARD shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any PROPERTY or UNIT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of DECLARANT, the MASTER ASSOCIATION, the BOARD, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other PROPERTY and UNITS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT, if any waiver or deviation of any restriction contained in this Paragraph 7 requires the consent of the MASTER ASSOCIATION, such consent shall be obtained from DECLARANT, and not from the MASTER ASSOCIATION, unless DECLARANT voluntarily relinquishes this right at an earlier date.

6.18 Responsibility for Maintenance and Compliance.

6.18.1 OWNERS. The OWNER of any PROPERTY shall be responsible for complying with all of the provisions of this Article with respect to such PROPERTY.

6.18.2 HOMEOWNERS ASSOCIATION. Each HOMEOWNERS ASSOCIATION shall be responsible for complying with all provisions of this Article with respect to all of the PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the PROPERTY may also be responsible for such compliance with respect to the PROPERTY owned by such OWNER.

6.18.3 Enforcement. In the event any OWNER or HOMEOWNERS ASSOCIATION fails to comply with any provision of this Article, the MASTER ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7, including, but not limited to, the right to perform any maintenance which any OWNER or HOMEOWNERS ASSOCIATION has failed to perform, and to assess the applicable OWNER or HOMEOWNERS ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION in connection therewith.

6.18.4 Limitations. No OWNER or HOMEOWNERS ASSOCIATION shall maintain, repair and/or improve any PROPERTY for which the MASTER ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the MASTER ASSOCIATION.

6.19 Exceptions for DECLARANT and Other Developers. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or with respect to any PROPERTY owned by DECLARANT and shall not apply with respect to the development of the SUBJECT PROPERTY, or with respect to any undeveloped PROPERTY, or the construction of any building, recreational facility and other improvements within the SUBJECT PROPERTY, or to the sale of new UNITS developed within the SUBJECT PROPERTY from time to time, by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY. Specifically, and without limitation, DECLARANT and any developer(s) of any portion of the SUBJECT PROPERTY shall have the right to: (i) construct any buildings or improvements within the SUBJECT PROPERTY; (ii) maintain customary and usual sales, general office and construction operations on any PROPERTY; (iii) place, erect or construct portable buildings, temporary or accessory buildings, or structures upon any PROPERTY for storage or other purposes; (iv) temporarily deposit,

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dump or accumulate trash, refuse and rubbish in connection with the development or construction of any PROPERTY; (v) post, display, inscribe or affix to the exterior of a UNIT or upon any PROPERTY, "For Sale" and other reasonable signs used in developing any PROPERTY for sale to the public, and for promotional purposes, (vi) excavate fill from any lakes within and/or contiguous to the SUBJECT PROPERTY by dredge or dragline, store fill on the SUBJECT PROPERTY, and sell excess fill from the SUBJECT PROPERTY; and (vii) grow plants and trees upon the SUBJECT PROPERTY for later use and sell excess plants and trees.

## 7. COLLECTION OF ASSESSMENT, LIEN, DEFAULT AND ENFORCEMENT

### 7.01 Monetary Defaults and Collection of ASSESSMENTS.

7.01.1 Interest. If any MEMBER or OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or in the payment of any other monies owed to the MASTER ASSOCIATION for a period of more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION may charge such MEMBER, HOMEOWNERS ASSOCIATION, or OWNER interest at the highest rate permitted by law, not exceeding fifteen percent (15%) per year, on the amount owed to the MASTER ASSOCIATION from and after said ten (10) day period.

7.01.2 Acceleration of ASSESSMENTS. In addition, if any OWNER MEMBER is in default in the payment of any ASSESSMENT or any other monies owed to the MASTER ASSOCIATION for more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to accelerate and require such defaulting OWNER MEMBER to pay to the MASTER ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER MEMBER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and monies payable to the MASTER ASSOCIATION.

7.01.3 Collection. In the event any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER fails to pay any ASSESSMENT or other monies due to the MASTER ASSOCIATION within ten (10) days after written demand, the MASTER ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or monies, initiating legal proceedings for the collection of such ASSESSMENTS or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER shall be liable to the MASTER ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION incident to the collection of any ASSESSMENT or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the MASTER ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the MASTER ASSOCIATION's lien. The MASTER ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the MASTER ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or monies due it. All payments received by the MASTER ASSOCIATION on account of any ASSESSMENTS or monies owed to it by any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, shall be first applied to payments and expenses incurred by the MASTER ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or monies owed to the MASTER ASSOCIATION in the inverse order that the same were due.

7.01.4 Lien for ASSESSMENT and Monies Owed to MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien on all PROPERTY owned and/or subject to the jurisdiction of any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION) or other monies owed to the MASTER ASSOCIATION by such MEMBER, HOMEOWNERS ASSOCIATION, OR OWNER, and for interest, reasonable attorneys' fees incurred by the MASTER ASSOCIATION incident to the collection of the ASSESSMENTS and other monies, or enforcement of the lien, and for all sums

advanced and paid by the MASTER ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the MASTER ASSOCIATION's lien. The lien is effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located, stating the description of the PROPERTY, the name of the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER which owns and/or has jurisdiction over the PROPERTY, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the MASTER ASSOCIATION. Upon payment in full of all sums secured by the lien, the PERSON making the payment is entitled to a satisfaction of the lien.

7.01.5 The foregoing lien as to PROPERTY operated by a HOMEOWNERS ASSOCIATION MEMBER shall specifically extend to all PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER, including any UNITS within such PROPERTY. However, any OWNER of any PROPERTY subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER shall be entitled to a release of the MASTER ASSOCIATION's lien as to his PROPERTY upon the payment to the MASTER ASSOCIATION of a percentage of the total amount secured by the MASTER ASSOCIATION's lien, which percentage shall be equal to such OWNER's share of the common expenses of the HOMEOWNERS ASSOCIATION, and in addition, reasonable costs of the MASTER ASSOCIATION associated with preparing and recording a partial release of lien. In the event such payment to the MASTER ASSOCIATION results in the OWNER paying a greater percentage of the common expenses of his HOMEOWNERS ASSOCIATION than the OWNER's share, the OWNER shall be entitled to reimbursement from the HOMEOWNERS ASSOCIATION for any such excess amount.

7.01.6 Transfer of PROPERTY after ASSESSMENT. The MASTER ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and (i) in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER, and (ii) any new OWNER of PROPERTY which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER shall be liable for the OWNER's share of all ASSESSMENTS, interest and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to the HOMEOWNERS ASSOCIATION MEMBER. However, any OWNER or MEMBER, upon demand, shall be entitled to receive from the MASTER ASSOCIATION a statement as to any then unpaid ASSESSMENTS, interest, or other costs or expenses owed to the MASTER ASSOCIATION by such OWNER or MEMBER or by the OWNER's respective HOMEOWNERS ASSOCIATION, and any purchaser or transferee of any PROPERTY shall have the right to rely on such statement. Notwithstanding the foregoing, with respect to a demand by an OWNER whose PROPERTY is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the MASTER ASSOCIATION shall only be obligated to state the amounts owed by the HOMEOWNERS ASSOCIATION, and not the OWNER's share of any such amounts.

7.01.7 Subordination of the Lien to Mortgages. The lien of the MASTER ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an INSTITUTIONAL LENDER recorded prior to the recording of a Claim of Lien by the MASTER ASSOCIATION. The sale or transfer of any PROPERTY which is subject to such a mortgage of an INSTITUTIONAL LENDER, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the MASTER ASSOCIATION as to any ASSESSMENT, interest, expenses or other monies owed to the MASTER ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the INSTITUTIONAL LENDER, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the MASTER ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other monies owed to the MASTER ASSOCIATION by any OWNER or MEMBER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS or MEMBERS including such acquirer, and its successors and assigns.

7.01.8 Notwithstanding the foregoing, if the MASTER ASSOCIATION's lien is on PROPERTY which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER and the lien has been so extinguished as to part, but not

all of the PROPERTY, same shall not reduce the liability of the HOMEOWNERS ASSOCIATION MEMBER, and the OWNERS of all PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER (other than the OWNER of the PROPERTY for which the lien has been extinguished) shall be liable for a pro rata share of such extinguished sums. If any such OWNER has received a release of the lien as to his PROPERTY prior to the date on which a portion of the lien was so extinguished, the MASTER ASSOCIATION may re-record a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located, in which event the OWNER shall be entitled to a release of the lien as to his PROPERTY upon the payment to the MASTER ASSOCIATION of the OWNER's pro rata share of the extinguished sums, together with the reasonable costs of the MASTER ASSOCIATION associated with preparing and recording a partial release of the lien. If any OWNER has not previously received a release of the lien as to his PROPERTY, the pro rata share of the extinguished sums shall be added to the amount originally required in order for the OWNER to be entitled to a release of the lien as to the OWNER's PROPERTY.

**7.02 Non-Monetary Defaults.** In the event of a violation by any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER (other than the nonpayment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the MASTER ASSOCIATION shall notify the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the MASTER ASSOCIATION, the MASTER ASSOCIATION may, at its option:

**7.02.1** Commence an action to enforce the performance on the part of the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

**7.02.2** Commence an action to recover damages; and/or

**7.02.3** Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the MASTER ASSOCIATION in connection with the correction of any failure, or the commencement of any action against any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, including reasonable attorneys' fees, shall be assessed against the applicable MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, and shall be due upon written demand by the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

**7.03 No Waiver.** The failure of the MASTER ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the MASTER ASSOCIATION to enforce such right, provision, covenant or condition in the future.

**7.04 Rights Cumulative.** All rights, remedies and privileges granted to the MASTER ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the MASTER ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

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7.05 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the MASTER ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any HOMEOWNERS ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no HOMEOWNERS ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.06 Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after request by any MEMBER, or the OWNER of any PROPERTY, or any INSTITUTIONAL LENDER holding a mortgage encumbering any PROPERTY, the MASTER ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER, and any applicable HOMEOWNERS ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION.

8. DEDICATIONS. The DECLARANT reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company, and shall also have the right to direct the MASTER ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the MASTER ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. This right of DECLARANT shall terminate when DECLARANT no longer has any interest in any portion of the SUBJECT PROPERTY, either as OWNER or mortgagee, and thereafter the right shall be vested within the MASTER ASSOCIATION. Any PROPERTY, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Article shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so dedicating, granting, or conveying such PROPERTY, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this DECLARATION.

9. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this DECLARATION may not be terminated unless the instrument of termination is joined in by the South Water Management District and the City of Plantation, or any successor controlling governmental authorities.

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## 10. AMENDMENT

10.01 This DECLARATION may be amended upon the approval of not less than seventy-five percent (75%) of the votes of the entire membership of the MASTER ASSOCIATION. In addition, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the MASTER ASSOCIATION, its MEMBERS, or any OWNER, so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. In order to be effective, any amendment to this DECLARATION must first be recorded amongst the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the MEMBERS and the BOARD, such amendment shall contain a certification by the President and Secretary of the MASTER ASSOCIATION that the amendment was duly adopted, shall certify which HOMEOWNERS ASSOCIATION MEMBERS, if any, approved the amendment, and shall be executed by not less than a majority of the board of directors of each HOMEOWNERS ASSOCIATION MEMBER which approved the amendment.

10.02 No amendment shall discriminate against any MEMBER, OWNER or PROPERTY, or class or group of MEMBERS, OWNERS or PROPERTY, unless the MEMBERS and/ or OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any MEMBER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

10.03 Notwithstanding the foregoing, any amendment made by DECLARANT, and any amendment made by the MEMBERS prior to the completion of seventy-five percent (75%) of all of the UNITS which may be built within the SUBJECT PROPERTY, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering any UNIT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the UNIT OWNERS, or materially and adversely affects the general scheme of development created by this DECLARATION. Such approval shall not be required where the amendment is made to correct errors or omissions or is required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for any UNIT, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the MASTER ASSOCIATION within twenty (20) days after a request for such approval is delivered to the agency, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the MASTER ASSOCIATION that the approval was given or deemed given.

10.04 Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

11. RIGHTS OF INSTITUTIONAL LENDERS. Upon written notice to the MASTER ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

11.01 Any condemnation of casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

11.02 Any sixty-day delinquency in the payment of ASSESSMENTS or charges owed by the OWNER of the PROPERTY or UNIT on which it holds the mortgage, or by the HOMEOWNER'S ASSOCIATION MEMBER having jurisdiction over the PROPERTY or UNIT.

11.03 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the MASTER ASSOCIATION.

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11.04 Any proposed action that requires the consent of a specified percentage of mortgage holders.

12. BUSINESS PROPERTY. It is acknowledged that the SUBJECT PROPERTY is intended to be used primarily for residential purposes, but that portions of the SUBJECT PROPERTY may be used for commercial purposes, which may include but are not limited to nursery or day care facilities, recreational facilities, or any other commercial or business use. In the event any PROPERTY is developed and used for commercial or business purposes, DECLARANT (with the joinder of the OWNER of the PROPERTY if different than DECLARANT) shall have the right to amend this DECLARATION to exclude such PROPERTY from the SUBJECT PROPERTY. In the event any portion of the SUBJECT PROPERTY is developed and used for commercial or business purposes, or in the event any property contiguous to the SUBJECT PROPERTY is developed and used for commercial purposes, DECLARANT (with the joinder of the owner of such property if different than DECLARANT) may record a supplemental declaration requiring such property to be maintained in good condition, and giving the MASTER ASSOCIATION the right to enforce such maintenance requirements against the owner of such property, and in that event the MASTER ASSOCIATION shall have the right to enforce such maintenance obligations.

13. MISCELLANEOUS.

13.01 Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the PROPERTY owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the MASTER ASSOCIATION is so notified in writing. Thereafter, the number of assessment units assignable to such PROPERTY will be changed to equal the number of UNITS then existing within such PROPERTY. Notwithstanding the foregoing, in the event any PROPERTY is submitted to the condominium form of ownership, such PROPERTY shall be deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the MASTER ASSOCIATION.

13.02 Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

13.03 HOMEOWNERS ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of DECLARANT or of any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any HOMEOWNERS ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

13.04 Authority of MASTER ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

13.05 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, sub-section, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

13.06 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

13.07 Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or

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in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

13.08 Performance of MASTER ASSOCIATION's Duties by DECLARANT.  
DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the MASTER ASSOCIATION, and in connection therewith to reduce the budget of the MASTER ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the MEMBERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

13.09 Inapplicability of Condominium Act. It is acknowledged that the MASTER ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

IN WITNESS WHEREOF, GULFSTREAM LAND & DEVELOPMENT CORP., a Delaware corporation, being the DECLARANT herein, has executed this DECLARATION this 23rd day of October, 1984

WITNESSES:

[Signature]  
[Signature]

GULFSTREAM LAND & DEVELOPMENT CORP.,  
a Delaware corporation

By: [Signature]  
Vice President

STATE OF FLORIDA }  
COUNTY OF BROWARD }

SS:

The foregoing instrument was acknowledged before me this 23rd day of October, 1984 by Allan S. Minter, Vice President of GULFSTREAM LAND & DEVELOPMENT CORP., a Delaware corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 6, 1988  
BONDED THRU HUCKLEBERRY, SIDLEY  
& HARVEY INSURANCE & BONDS, INC.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQ.  
Goldberg, Young & Borkson, P.A.  
1630 North Federal Highway  
Fort Lauderdale, Florida 33307  
Telephone: (305) 564-1411

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JOINDER OF MORTGAGEE

The undersigned, being the holder of a mortgage recorded in Official Records Book 8982, Page 806, of the Public Records of Broward County, Florida, as said mortgage may have been amended and modified, which mortgage encumbers a portion of the property described in the Master Declaration for Jacaranda at Central Park, to which this Joinder is attached, hereby joins in said Master Declaration and agrees that its mortgage is subordinate to the terms and provisions of the Master Declaration for Jacaranda at Central Park.

WITNESSES:

Geraldine P. Karl

Susan J. Best

SUN BANK, NATIONAL ASSOCIATION,  
a national banking association,  
as Trustee (formerly Sun First  
National Bank of Orlando, a  
national banking association)

BY: John D. Race, its Vice President

STATE OF FLORIDA }  
COUNTY OF ORANGE } SS:

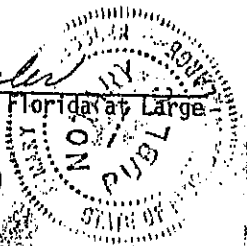
The foregoing instrument was acknowledged this 22nd day of October, 1984, by John D. Race, Vice President of SUN BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of the association.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.  
MY COMMISSION EXPIRES MARCH 1, 1988

Mary Ann Kessler  
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)



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LEGAL DESCRIPTION OF  
JACARANDA AT CENTRAL PARK

FOR GULFSTREAM LAND & DEVELOPMENT CORP.

A parcel of land in Sections 5 and 6, Township 50 South, Range 41 East, said parcel including portions of Blocks 2, 3 and 4 in said Section 5, and portions of Blocks 1 and 4 in said Section 6, according to the Everglades Plantation Company Amended Plat, as recorded in Plat Book 2 at Page 7 of the Public Records of Dade County, Florida and being more particularly described as follows:

Commencing at the Southwest corner of the SE $\frac{1}{4}$  of said Section 5; thence run North 89°54'51" East (on an assumed bearing) 1139.68 feet along the South line of said SE $\frac{1}{4}$ ; thence run North 0°05'09" West 93 feet to the Point of Beginning; thence continue North 0°05'09" West 83.31 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 960 feet and a central angle of 51°37'31", run Northwesterly 864.99 feet, to a point of tangency; thence run North 51°42'40" West 1024.92 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 1180 feet and a central angle of 76°42'40", run Northwesterly and Northeasterly 1579.86 feet, to a point of tangency; thence run North 25° East 724.94 feet along the tangent extended, to an intersection with the Southerly right of way line of Cleary Blvd.; thence run North 65° West 757.40 feet along said Southerly right of way line, to a point of curvature of a curve to the left; thence along Southerly right of way line, on the arc of said curve to the left, having a radius of 4786.98 feet and a central angle of 25°04'54", run Northwesterly 2095.54 feet, to a point of tangency; thence run South 89°55'06" West 1396.04 feet along said Southerly right of way line, being the tangent extended, to an intersection with the Easterly right of way line of Nob Hill Road; thence run South 1°46'26" East 1238 feet along said Easterly right of way line, to a point of curvature of a curve to the left; thence along said Easterly right of way line, on the arc of said curve to the left, having a radius of 1447 feet and a central angle of 23°30', run Southeasterly 593.49 feet, to a point of tangency; thence run South 25°16'26" East 745.28 feet along said Easterly right of way line, being the tangent extended, to a point of curvature of a curve to the right; thence along said Easterly right of way line, on the arc of said curve to the right, having a radius of 1553 feet and a central angle of 23°30', run Southeasterly 636.97 feet, to a point of tangency; thence run South 1°46'26" East 470.75 feet along said Easterly right of way line, being the tangent extended; thence run North 89°55'06" East 851.37 feet, to an intersection with the West line of the SW $\frac{1}{4}$  of said Section 5; thence run South 1°46'26" East 753.44 feet along said West line to an intersection with a line 93 feet North of, as measured at right angles and parallel to the South line of said SW $\frac{1}{4}$ ; thence run North 89°58'36" East 1317.26 feet along said parallel line, also forming the North right of way line of West Broward Boulevard; thence run North 1°46'03" West 660.31 feet; thence run North 89°58'36" East 660.06 feet, along a line also forming the North boundary of the Plat of Imperial Plaza Subdivision, as recorded in Plat Book 82 at Page 9 of the Public Records of Broward County, Florida, to the Northeast corner of said Plat; thence run South 1°45'52" East 660.31 feet to the Southeast corner of said plat; thence run North 89°58'36" East 660.03 feet along said North right of way line of West Broward Blvd., to an intersection with a line 93 feet, North of, as measured at right angles and parallel to said South line of the SE $\frac{1}{4}$  of Section 5; thence run North 89°54'51" East 1142.40 feet along said parallel line, being said North right of way line of West Broward Boulevard, to the Point of Beginning. Subject to existing right of way.

Said lands situate in the City of Plantation, Broward County, Florida

CERTIFICATE

THIS IS TO CERTIFY THAT A SURVEY WAS MADE THIS DAY OF THE PROPERTY AS DESCRIBED AND SHOWN HEREON AND THAT THE SURVEY IS ACCURATE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

WITNESSETH & TRULY, ETC.

BY Charles C. Cunningham II  
REGISTERED LAND SURVEYOR NO. 1580  
STATE OF FLORIDA

DATE: 9/11/84

EXHIBIT "A"

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SKETCH OF  
JACARANDA AT CENTRAL PARK  
FOR  
GULFSTREAM LAND & DEVELOPMENT CORP.

BY  
WINNINGHAM & LIVELY, INC.  
1040 N. E. 45th Street  
Fort Lauderdale, Florida

