

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
BOULEVARD FOREST**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THIS INSTRUMENT PREPARED BY:

PHYLLIS SHAMPANIER, ESQ.

THE BOULEVARD FOREST

1111 LINCOLN ROAD MALL, 6th FLR.

MIAMI BEACH, FL 33139

87-251353

THIS DECLARATION is made this 23rd day of April, 1987, by CITY PLANNED COMMUNITIES (hereinafter "Declarant"), and other signatories hereto who together comprise all of the record title holders ("Owners") of the lands described on Exhibit "A" (hereinafter for convenience called the "Boulevard Forest") together with any additional lands which may be added hereto by amendment and joinder of the respective title holders;

W I T N E S S E T H:

WHEREAS, for the development of the Boulevard Forest it is necessary to create a surface water management system (hereinafter "SDS") and

WHEREAS, pursuant to their respective Contracts for Purchase, each of the owners of the Commercial Lots which, for the purposes of this Declaration, form a part of the Boulevard Forest, have agreed to drain the surface waters from the Commercial Lots into the water management system being created for the remaining lands described on EXHIBIT "A" hereto and to be bound by the covenants, conditions and restrictions required therefore; and

WHEREAS, the SDS to be created for the Boulevard Forest shall include a lake, weirs, control structures and connecting culverts; and

WHEREAS, the South Florida Water Management District has required that, once constructed, the SDS be maintained, regulated and operated under the supervision and control of an Association composed of all the Owners of the affected lands; and

WHEREAS, Declarant has caused the Boulevard Forest Lake Management Association, Inc. to be created for such purpose.

NOW, THEREFORE, Declarant hereby declares that the property described on Exhibit "A" (the "Property") shall be subject to all of the covenants, conditions and restrictions herein contained, which shall be covenants running with the land.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Association" shall mean The Boulevard Forest Lake Management Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which shall be filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference, as such Exhibit "B" may be amended from time to time.

Section 3. "Assessments" means any Common Assessment or Special Assessments levied hereunder.

Section 4. "Board" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 5. "Boulevard Forest" means the lands described on Exhibit "A".

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been adopted by the Board, a copy of which is set forth as Exhibit "C" attached hereto, as such By-Laws may be amended from time to time.

Section 7. "Common Assessment" shall mean the charge against each Parcel, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the SDS.

Section 8. "Common Expenses" shall mean all expenses and Assessments properly incurred by the Association.

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200 BONAVENTURE BLVD.
FORT LAUDERDALE, FL 33326

Section 9. "Commercial Lot" shall mean each one of those twenty-five (25) commercial lots described on Exhibit "A" attached hereto and made a part hereof.

Section 10. "Commercial Owners" shall mean each Owner of the individual commercial lots.

Section 11. "Declarant" shall mean and refer to City Planned Communities, a Florida General Partnership, its successors and assigns.

Section 12. "Declaration" shall mean this instrument, as it may be amended from time to time.

Section 13. "Improvement" shall mean the lake and all structures or artificially created conditions appurtenant to the SDS.

Section 14. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company, or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as an "institutional-type" lender. In case of question, the Board of Directors may determine, in its sole discretion, who is an Institutional Mortgagee.

Section 15. "Lake" means the Lake to be constructed by Declarant on approximately twenty-nine (29) acres of land presently included in Phase I.

Section 16. "Member" shall mean any ~~owner~~. *ANY SUB ASSOCIATION HAS* *17 Votg memba*

Section 17. "Owner" shall mean and refer to any Person or Persons or legal entity or entities, including Declarant, holding record fee simple title to any Parcel, including sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation.

Section 18. "Parcel" means each tract or piece of land in Boulevard Forest (including the commercial lots) owned by each Owner.

Section 19. "Parcel Owners" means the Owner of a Parcel.

Section 20. "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

Section 21. "Phase I" shall mean that portion of Boulevard Forest described as Boulevard Forest Phase I on Exhibit "D" attached hereto and made a part hereof.

Section 22. "Phase II" shall mean that portion of Boulevard Forest described as Boulevard Forest Phase II on Exhibit "E" attached hereto and made a part hereof.

Section 23. "Phase I Owners" shall mean each Owner of a Parcel in Phase I.

Section 24. "Phase II Owners" shall mean each Owner of a Parcel in Phase II.

Section 25. "Special Assessments" shall mean an Assessment for unanticipated costs and expenses over and above the Common Assessments.

Section 26. "Supplemental Declaration" or "Amended Declaration" shall mean any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration.

The foregoing definitions shall be applicable to this Declaration and also to any Supplemental Declaration, unless otherwise expressly provided herein or therein.

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ARTICLE II

ALLOCATION FOR PURPOSES OF ASSESSMENT AND VOTING

Assessment obligations and voting privileges for each Owner shall be allocated on a per acre basis. For the purposes of this Declaration, each Commercial Lot shall be deemed to contain one (1) full acre of land (regardless of the actual size of the individual lot). All Parcels in Phases I and II shall be assessed on the basis of the actual number of acres, or fraction thereof, contained in the Parcel, except that the acres contained in the Lake shall not be included in the acreage computation for Phase I.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Parcel shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from the Parcel. Ownership of a Parcel shall be the sole qualification for Membership of an Owner in the Association.

Section 2. Representation of Membership for Voting Purposes. Each Owner shall be entitled to one (1) vote for each full acre of land contained within his Parcel. Fractional votes shall be allocated proportionately to Owners of more or less than one (1) full acre. Each Commercial Owner shall be entitled to one (1) full vote for each of the Commercial Lots owned by him.

Section 3. Vote Distribution. When more than one (1) person owns any Parcel ("Co-Owner"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Parcel is entitled. Such Co-Owners may, from time to time, all designate in writing one of their number to vote. Fractional votes per Parcel shall not be allowed, and the vote for each Parcel shall be exercised, if at all, as a whole. Where no voting Co-Owner is designated or if such designation has been revoked, the vote for such Parcel shall be exercised as the majority of the Co-Owners of the Parcel mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-Owners. No vote shall be cast for any Parcel where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Parcel and shall be entitled to all other benefits of Ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Parcel is owned by a corporation, the Person entitled to cast the vote for the parcel may be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

Section 4. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes entitled to be cast, and not to the number of Members.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Construction of Surface Drainage System ("SDS"). The Declarant shall create (or cause to be created) the Lake and shall construct the weirs, control structures and connecting culverts thereto all at Declarant's own expense and in accordance with the requirements of the City of Lauderdale, Broward County, and the South Florida Water Management District. No part of the initial cost of construction shall be included in the Common Assessments and no Assessment shall be made hereunder until such time as the SDS has been completed (the "Completion Date"). The Declarant shall have no responsibility for construction of the individual culverts or lines leading from the Commercial Lots to the

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culvert on the northernmost side of the Lake; which culvert will carry the drainage waters from the Commercial Lots to the Lake. Said lines shall be provided by the individual Commercial Owners at their expense and in conformity with the requirements of the City of Lauderdale, Broward County and The South Florida Water Management District and, once constructed, shall be maintained by the individual Commercial Owners and shall not be included in the obligations of the Association under this Declaration.

ARTICLE V

RIGHTS OF USE AND EASEMENT

Section 1. Members' Easements. Each Member of the Association is hereby granted a perpetual nonexclusive easement for the drainage of surface waters from his Parcel through the SDS, and each Member and the tenants and guests of such Member shall have the use and enjoyment of the Lake in common with all other Members of the Association, their tenants and guests.

Section 2. Limitations. The rights of use and enjoyment are hereby made subject to the following.

- (a) The lien rights in favor of the Association provided for in Article VIII.
- (b) Rules and Regulations of any governmental authority.
- (c) Restrictions imposed by any Plat or Plats affecting the lands included herein.
- (d) Provisions of this Declaration, including the right of the Association to suspend the right of use in the event of non-payment.
- (e) Rules and Regulations governing the use of SDS and all facilities at any time situated thereon at any time adopted by the Association, including the right to fine Members. Any Rule and/or Regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (f) The right of the Association, by a two-thirds (2/3rds) affirmative vote of Board of Directors, to dedicate all or any portion of the SDS to any public agency which assumes the responsibility of the Association for such portion hereof.

Section 3. Easements Appurtenant. The above easements shall be appurtenant to and shall pass with the title to each Parcel.

Section 4. No Exemption Rights. No Parcel Owner may exempt himself from liability for his contribution towards the Common Expenses by waiving his right to use or enjoy the Lake or any part of the SDS.

ARTICLE VI

LAKE MAINTENANCE

Section 1. Beginning with the Completion Date, the Association shall be responsible for the maintenance of the SDS (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without cost to the general taxpayers of Broward County, Florida. It is intended that all real estate taxes against any portion of the SDS shall be paid by the Association and be assessed and payable by the Owners as a portion of the Common Assessment. The Association shall at all times maintain the SDS in good repair and condition in accordance with governmental standards; which maintenance shall include but not be limited to control of aquatic weeds, clearance of all debris, maintenance of the weirs, the control of structures and connecting culverts, and preservation, maintenance and control of the shorelines and lakebed areas, including the water and water quality, so as to conform to all applicable governmental guidelines, rules and regulations.

Section 2. Insurance. The Association shall provide liability and such other insurance through such companies and in such amounts as the Board of Directors, in its sole discretion, shall deem sufficient to fully protect the Owners for public liability. The policies of insurance shall name the Owners as additional insureds, as their interests may appear.

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ARTICLE VII

LAKE RESTRICTIONS

No motor boats or any type of motorized vehicle or boat shall be permitted to use the Lake. If permitted by the Board of Directors, the Lake may be used solely for sailing and/or rowing by Members. No structures of any nature whatsoever shall be constructed on or into the Lake. It is the intention of this provision to prohibit docks, boathouses, piers, seawalls, boat slips, ramps, davits or moorings or any structure of any kind or nature. No fishing, swimming, oil spills, trash or dumping of any nature will be permitted upon or around the Lake. The Association may open the Lake to use by Members, in such manner and upon such other restrictions as the Board of Directors may adopt, subject to all governmental approvals and the restrictions herein contained.

ARTICLE VIII

ASSOCIATION COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Personal Obligation for the Assessments. Each Owner of every Parcel whose name is affixed hereto, hereby covenants and agrees for themselves, their successors and assigns to pay the appropriate allocated share of the cost of operation, maintenance, insurance and taxes of the SDS, including such reasonable reserves as the Board of Directors may deem necessary, together with late charges, interest and costs of collection thereof as hereinafter provided.

Section 2. Allocation. All Assessments shall be imposed against all Parcels based upon a fraction, the numerator of which shall be the number of full and/or fractional acres contained in the Parcel to be assessed, and the denominator of which shall be the total number of acres contained within the Boulevard Forest minus the number of acres contained in the Lake.

Section 3. Liens. If any Assessment is unpaid, the Association may file a Claim of Lien against the Parcel whose Owners are delinquent and such lien may be foreclosed in the same manner as a mortgage. The Association may also bring an action at law against the delinquent Owner.

a. Delinquency or Default.

The payment of any Assessment or installment thereof shall be in default if not paid to the Association on or before the due date thereof. If any Assessment is payable in installments, failure to make timely payment of any installment shall entitle the Association to declare the entire Assessment to be then due and payable, in full. When in default, the delinquent Assessments or installments thereof shall bear interest at the rate of eighteen percent (18%) per annum until the same, and all interest due thereon, has been paid in full.

b. Personal Liability of Parcel Owner.

The Owners of each Parcel shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, interest on delinquent Assessment or installments thereof as above provided, and for all costs of collecting the Assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such persons or entity owns the Parcel.

c. Liability not subject to Waiver.

No owner of a Parcel may exempt himself from liability for any Assessment levied against him and his parcel by waiver, abandonment, or in any other manner.

d. Lien for Assessment.

The Association is hereby granted a lien upon each Parcel and its appurtenances; which lien shall and does secure the monies due for all (1) Assessments levied against the Parcel and the Owner(s) thereof, and (2) interest, if any, which may become due on delinquent Assessments owing to Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the

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Association in enforcing its lien upon the Parcel and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Broward County, Florida. The lien of the Association shall also secure all advances of taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of eighteen percent (18) per annum on all such advances made for such purpose.

e. Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording in the public Records of Broward County, Florida, of a Claim of Lien stating the description of the Parcel encumbered thereby, the name of the record Owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only Assessments which are due and payable when the claim of lien is recorded, whether such maturity has been occasioned by acceleration of the balance due after default in payment of an installment thereof, or otherwise, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien. The Association shall be subrogated to the lien rights of the holder of any lien for which it advances funds for payment in whole or part.

f. Effect of Foreclosure, Judicial Sale or conveyance in lieu thereof.

In the event that any person, firm or corporation shall acquire title to any Parcel and its appurtenances by virtue of any foreclosure or judicial sale, or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for Assessments as shall accrue and become due and payable for the Parcel and its appurtenances subsequent to the date of acquisition of such title, and shall not be liable for the payment of any Assessments which were in default and delinquent at the time it acquired such title, except that such person, corporation or entity shall acquire title subject to any subrogated rights of the Association for payments made by it as aforesaid. In the event of such acquisition of title to a Parcel by foreclosure or judicial sale or voluntary conveyance in lieu thereof, any Assessment or Assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Parcels (including the party so acquiring such Parcels) as a part of the annual maintenance expenses. Nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

g. Effect of Voluntary Transfer.

When the Owner of any Parcel proposes to lease, sell or mortgage the same, the Association, upon written request of the Owner of such Parcel, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any Assessment which shall be due and payable to the Association by the Owner of such Parcel. Such statement shall be executed by any Officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Parcel is to be leased, sold or mortgaged at the time when payment of any Assessment against the Owner of the Parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent Assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Parcel responsible for payment of such delinquent Assessment.

In any voluntary conveyance of a Parcel, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

Section 4. Special Assessments. If, at anytime in the judgment of the Board of Directors, the Association requires funds in excess of those which are produced by the annual Assessment for the purpose of making capital improvements or to pay increases in costs or other expenses not anticipated in the budget adopted by the Board of Directors, then in such event, the Board of Directors may, after twenty (20) days' written notice to the members of its intention to hold a meeting for such purpose, adopt a Special Assessment for such purpose upon two-thirds (2/3rds) vote of the Board of Directors. All Members may be present at such meeting and, subject to reasonable rules which may be promulgated by the Chairman of the Meeting, may voice their comments on such proposed Special Assessment.

Section 5. Date of Commencement of Assessments; Due Dates. The first Assessments shall become due and payable on January 1, 1988. Assessments shall be payable in advance and the Board of Directors, in its sole discretion, may cause such Assessments to be payable annually, semi-annually, or for such other period of time as it may deem advisable.

Section 6. Subordination of the Lien. The lien of the Assessment provided for in this Article shall be subordinate to the lien of any institutional mortgage recorded prior to recordation of a Claim of Lien by the Association, provided, however, that in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring title by a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall acquire title subject to the liability and lien of any Assessment becoming due after such foreclosure sale (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this section shall be deemed to be an Assessment divided among, payable by and a lien against all Parcels, including the foreclosed Parcel (or conveyance in lieu of foreclosure).

Section 7. Trust Funds. The portion of all regular Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special Assessments, shall be held by the Association, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 8. Specific Damage. Owners, their invitees and/or guests, (or their children or their renters or their guests) causing damage to any portion of the SDS as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a Special Assessment may be levied therefor against such Owner or Owners. Such Special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures.

ARTICLE IX

RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in Article V, Section 2, and the restrictions set forth in Article VII.

Section 2. Employment of Personnel. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements, from time to time, with one or more persons, firms or corporations (including affiliates of the Declarant) for management purposes and to hire counsel, accountants, other professional and clerical help, whose services the Board of Directors, in their sole discretion, may deem to be necessary or convenient for carrying out the duties and responsibilities of the Association hereunder. The expenses incurred hereunder shall be part of the Common Expenses.

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ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the properties described on the exhibits attached hereto and made a part hereof, together with such other additional lands as may from time to time be added by amendment or supplemental declarations, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial period of twenty-five (25) years and thereafter shall automatically be renewed for successive periods of ten (10) years each. The within covenants and restrictions cannot be terminated without the written consent of the City of Lauderdale, Broward County, and/or the South Florida Water Management District.

Section 2. Notice. 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, postage prepaid, to the last known address of the Owner, as it appears on the books and records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these Covenants and Restrictions shall be accomplished by means of a proceeding at Law or in Equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association, the Declarant, any other Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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 not affect any other provision or application in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for, this Declaration may be amended, changed or added to at anytime and from time to time, upon the execution and recordation of any instrument executed by the Board of Directors, or alternatively, by approval at a meeting of Owners casting not less than eighty percent (80%) of the vote of each of Phase I, Phase II and the Commercial Lots; provided that so long as the Declarant or its successors or assigns is the Owner of any Parcel affected by this Declaration, the consent of the Declarant or its successors or assigns must also be obtained if such amendment affects any interest of the Declarant, its successors or assigns; and provided further that any amendment which affects the SDS must have the prior approval of the South Florida Water Management District; and provided further that any amendment which adversely affects the rights of any mortgagee holding a mortgage encumbering any portion of the property subject to this Declaration must have the prior written approval of any such mortgagee.

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

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

Section 8. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of any Declaration of Restrictions and Protective Covenants applicable to specific Parcels that may hereafter be recorded from time to time as to any properties affected hereby.

Section 9. Interpretation. This Declaration shall be interpreted by the Board of Directors and an opinion by the Board of Directors rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 10. Grant/Reservation. Declarant hereby grants and reserves, as appropriate, all easements referred to in this Declaration to the extent such formal language of grant or reservation is required to create such easements under applicable law and such formal language was omitted in any portion hereof.

Section 11. Dissolution. Upon dissolution of the Association the common areas, specifically the SDS, will be dedicated to another non-profit corporation or governmental agency.

IN WITNESS WHEREOF, Declarant has hereunto caused these present to be executed on this 23rd day of April, 1987.

**CITY PLANNED COMMUNITIES,
a Florida General Partnership**

WITNESSED:

[Signature]
[Signature]

By: **ALL-STATE PROPERTIES, L.P.,**
a Delaware Limited Partnership
authorized to do business
in Florida under the name
All-State Properties, L.P.,
A Florida Limited Partnership,
PARTNER

By:

[Signature]
Stanley H. Rosenthal,
General Partner

WITNESSED:

[Signature]
[Signature]

By: **ALI PARTNERS, LTD.,**
a Florida Limited Partnership,
PARTNER

By:

[Signature]
Bruce B. Litwer,
Authorized Agent pursuant
to Authority to Act as Agent
recorded in Official Records
Book 9911, at page 487 of
the Public Records of Broward
County, Florida.

WITNESSED:

[Signature]
[Signature]

UNICOM PARTNERSHIP, LTD.
a Florida Limited Partnership

By: **SADKIN ASSOCIATES, INC.**
GENERAL PARTNER

By:

[Signature]
S. Martin Sadkin, President

CITY PLANNED COMMUNITIES executes this Declaration as the owner of Boulevard Forest Phase II, a portion of Tract A, BOULEVARD FOREST, according to the plat thereof, and as owner of Lots 24 through 34, inclusive, COMMERCIAL BOULEVARD SHOPPES NO. 2, according to the plat thereof.

UNICOM PARTNERSHIP LTD. executes this Declaration as the owner of Boulevard Forest Phase I, a portion of Tract A, BOULEVARD FOREST, according to the plat thereof.

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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 1987 by STANLEY R. ROSENTHAL as General Partner of ALL-STATE PROPERTIES, L.P., Partner of CITY PLANNED COMMUNITIES, a Florida General Partnership, on behalf of said Partnership.

Diane M. D'Amico
Notary Public,
State of Florida at Large

My Commission expires:

6/14/89

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 1987 by BRUCE B. LITWER, as Authorized Agent for MTNLI PARTNERS, LTD., partner of CITY PLANNED COMMUNITIES, a Florida General Partnership, on behalf of said Partnership.

Diane M. D'Amico
Notary Public,
State of Florida at Large

My Commission expires:

6/14/89

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of April, 1987 by S. Martin Sadkin, President of SADKIN ASSOCIATES, INC., as General Partner of UNICOM PARTNERSHIP, LTD., a Florida Limited Partnership, on behalf of said Partnership.

Diane M. D'Amico
Notary Public,
State of Florida at Large

My Commission expires:

6/14/89

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BOULEVARD FOREST

PARCEL A: PHASE I AND PHASE II:

Tract A, BOULEVARD FOREST, according to the Plat thereof, recorded in Plat Book 113 at Page 39, of the Public Records of Broward County, Florida.

AND

PARCEL B: COMMERCIAL LOTS:

Lots 15 through 39, in COMMERCIAL BOULEVARD SHOPPES NO. 2, according to the Plat thereof, recorded in Plat Book 107 at Page 43, of the Public Records of Broward County, Florida.

EXHIBIT "A"

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A Corporation Not for Profit

EXHIBIT "B"

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in the Public Records of Broward County, Florida, of an instrument of conveyance of any portion of the Property. The grantee in such instrument shall automatically become a Member hereof and, to the extent of the lands conveyed therein, grantor shall be relieved of membership herein.

ARTICLE V

TERM

The corporation shall have perpetual existence.

ARTICLE VI

SUBSCRIBERS

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

W. Phil McConaghey	200 Bonaventure Boulevard Fort Lauderdale, Florida 33326
Bruce B. Litwer	200 Bonaventure Boulevard Fort Lauderdale, Florida 33326
Mark Sadkin	200 Bonaventure Boulevard Fort Lauderdale, Florida 33326

ARTICLE VII

MANAGEMENT OF CORPORATE AFFAIRS

The affairs of the corporation are to be managed by the Board of Directors.

ARTICLE VIII

BOARD OF DIRECTORS

The number of persons constituting the first Board of Directors shall be three (3) and the number may be increased to any number not exceeding seven (7) as may be established by the By-Laws of the Association. The Board of Directors shall be elected annually by the membership of the corporation in accordance with the By-Laws of the Association. The Board of Directors may act by majority vote and shall elect and/or appoint all officers of the corporation. Directors need not be Members.

ARTICLE IX

OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such additional officers as the By-Laws specify. The officers shall be elected by the Directors at their annual meeting or at any special meeting called for that purpose.

The officers and Directors who shall serve until the first election are:

President and
Director: W. Phil McConaghey

Vice President,
Treasurer and Director: Mark Sadkin

Secretary and
Director: Bruce B. Litwer

ARTICLE X

BY-LAWS

The By-Laws of the Association may be made, altered or amended by two-thirds (2/3rds) vote of the Board of Directors or by affirmative vote of eighty percent (80%) of the votes entitled to be cast by all of the Members of the Association.

ARTICLE XI

AMENDMENTS

Amendments to the Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of the Association, by affirmative vote of eighty percent (80%) of the votes entitled to be cast by the Members of the Association, or by two-thirds (2/3rds) vote of the Board of Directors and approval by a majority of the votes cast by those Members in attendance at any regular or special meeting, provided that prior notice of such proposed Amendment has been given to the Members.

ARTICLE XII

VOTING RIGHTS

Voting rights shall be established by ownership of any parcel of land contained in the Property on a per acre basis and each Member shall have the same number of votes as the number or fractional number of acres which said Member owns within the Property, except that the Commercial Lots described on Exhibit A are each deemed to contain one (1) one full acre.

ARTICLE XIII

REGISTERED OFFICE

The registered office of this corporation shall be: 200 Bonaventure Boulevard, Fort Lauderdale, Florida 33326.

ARTICLE XIV

RESIDENT AGENT

The Resident Agent of the Association, for purpose of accepting service of process, shall be BRUCE B. LITWER, ESQ., whose address within the State of Florida is: 200 Bonaventure Boulevard, Fort Lauderdale, Florida 33326.

Having been named to accept service of process for the Association at the place herein designated, I hereby accept to act in this capacity and I further agree to comply with the provisions of all statutes relative to the complete and proper performance of my duties, and I am familiar with and accept the obligations of Section 607.325, Florida Statute 1984.

Bruce B. Litwer
BRUCE B. LITWER

IN WITNESS WHEREOF, we the undersigned incorporators, have executed these Articles of Incorporation for the purpose of forming the Association this 15th day of April, 1987.

W. Phil McConaghey
W. PHIL McCONAGHEY

Bruce B. Litwer
BRUCE B. LITWER

Mark Sadkin
MARK SADKIN

STATE OF FLORIDA }
COUNTY OF DADE } SS:

Broward
I HEREBY CERTIFY that on this 15th day of April, 1987 before me the undersigned authority personally appeared W. PHIL McCONAGHEY, BRUCE B. LITWER, and MARK SADKIN, to me known to be the persons described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State the day and year first above written.

Francis J. Dufort
Notary Public,
State of Florida

My Commission Expires:

6/14/89

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BOULEVARD FOREST

PARCEL A: PHASE I AND PHASE II:

Tract A, BOULEVARD FOREST, according to the Plat thereof, recorded in Plat Book 113 at Page 39, of the Public Records of Broward County, Florida.

AND

PARCEL B: COMMERCIAL LOTS:

Lots 15 through 39, in COMMERCIAL SHOPPES NO. 2, according to the Plat thereof, recorded in Plat Book 107 at Page 43, of the Public Records of Broward County, Florida.

EXHIBIT "A"

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BY-LAWS
OF
THE BOULEVARD FOREST LAKE MANAGEMENT ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

1.1 Association shall mean THE BOULEVARD FOREST LAKE MANAGEMENT ASSOCIATION, INC.

1.2 Declaration shall mean the DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE BOULEVARD FOREST to be recorded among the Public Records of Broward County, Florida.

1.3 Articles shall mean the Articles of Incorporation for THE BOULEVARD FOREST LAKE MANAGEMENT ASSOCIATION, INC.

1.4 All definitions contained in the Declaration are incorporated herein by reference.

ARTICLE II

OFFICES

The principal office of the Association shall be at 200 Bonaventure Boulevard, Fort Lauderdale, Florida 33326, or such other place in Broward County, Florida as the Board of Directors may from time to time determine.

ARTICLE III

MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner of a Parcel shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from the Parcel. Ownership of such Parcel shall be the sole qualification for Membership of an Owner in the Association.

3.2 Representation of Membership for Voting Purposes. Each Owner other than Commercial Owners shall be entitled to one (1) vote for each full acre of land contained within his Parcel. Fractional votes shall be allocated proportionately to Owners of more or less than one (1) full acre. Each Commercial Owner shall be entitled to one (1) full vote for each of the Commercial Lots owned by him.

3.3 Vote Distribution. When more than one (1) person owns any Parcel ("Co-Owner"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Parcel is entitled. Such Co-Owners may, from time to time, all designate in writing one of their number to vote. Fractional votes per Parcel shall not be allowed, and the vote for each Parcel shall be exercised, if at all, as a whole. Where no voting Co-Owner is designated or if such designation has been revoked, the vote for such Parcel shall be exercised as the majority of the Co-Owners of the Parcel mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-Owners. No vote shall be cast for any Parcel where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned parcel and shall be entitled to all other benefits of Ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in these By-Laws, any Supplemental Declaration and in the Articles of Incorporation of the Association. If a Parcel is owned by a corporation, the person entitled to cast the vote for the Parcel may be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

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3.4 Annual Meeting. The annual Members' meeting shall be held on the second Tuesday in January of each year. The first annual meeting shall be held in 1988. At annual meetings, officers shall give reports, elections of Directors shall take place, and any other Members' business properly presented to the meeting shall be transacted.

3.5 Special Meetings. Special Meetings of the members may be called by a majority of the Board of Directors or by eighty percent (80%) of the votes entitled to be cast by the voting Members of each of Phase I, Phase II and Commercial Lots.

3.6 Notice and Place of Meetings. Notice of all Members' meetings shall be given by the Secretary and shall state the time, place and purpose of the meeting. Unless notice is waived in writing, notice shall be sent to each Member at his address as it appears on the books of the Association.

Notice shall be sent by regular mail or shall be delivered by hand at least ten (10) days prior to the date the meeting is to be held. Proof of such mailing or delivery shall be by affidavit of the person who mailed or delivered it. Notice of the meeting may be waived before, during or after meetings by the signing of a waiver.

3.7 Quorum. A quorum at a Members' meeting shall be Members holding thirty percent (30%) of the Membership vote whether present in person or by proxy. In the event that a quorum is not present at a meeting, then a majority of the voting Members who are present may either:

(i) Adjourn the meeting to a date which is no later than seven (7) days from the date of the originally scheduled meeting, and at such rescheduled meeting fifteen percent (15%) of the voting Members shall constitute a quorum and if a quorum is not then present, then those Members in attendance may again reschedule the meeting to a time which is not later than seven (7) days from the first rescheduled meeting, and ten percent (10%) of the voting Members shall then constitute a quorum; or

(ii) Take any authorized action subject to the written approval of a number of Members holding votes equal to the difference between the minimum number of votes necessary to constitute a quorum and the number in attendance who voted for such action, provided the total affirmative vote is at least equal to the number of votes which is required to authorize such action.

3.8 Action. Unless otherwise stated in these By-Laws, the Declaration or the Articles and unless otherwise required by the Statutes of the State of Florida, the act of a majority of the votes cast at a meeting at which a quorum was present shall constitute the action of the entire Membership. In no event may any action be taken which would affect the Declarant without first obtaining the Declarant's written consent thereto. Any action which could under Florida law be taken at a meeting of Members may be taken without a meeting if authorized in a writing filed with the Secretary of the Association by Members holding a majority of the votes.

ARTICLE IV

DIRECTORS

4.1 Number. The first Board of Directors shall consist of three (3) persons. The number of Directors shall be increased to five (5) on January 1, 1989, and, thereafter, may be increased or decreased from time to time by an amendment to these By-Laws, but in no event shall there ever be less than three (3) Directors, nor more than seven (7) Directors.

4.2 Duties. The Board of Directors shall govern the Association and shall prepare annual budgets and fix the Assessment against each Parcel.

4.3 Eligibility. Directors need not be Members of the Association.

4.4 Members. (a) After December, 1988, the Board shall be composed of Directors chosen by the Members from the following categories:

1. One (1) Director shall be elected by the Commercial Owners.
2. Two (2) Directors shall be elected by the Phase I. Owners.

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3. Two (2) Directors shall be elected by the Phase II. Owners.

Only owners of Parcels in each category, as set forth in (1), (2) and (3) above shall be entitled to vote for election or removal of Directors in such category.

(b) The Declarant shall appoint all Directors until the earlier of December 31, 1988 or such earlier time as the Declarant desires to turn control of the Association over to the Members. Within sixty (60) days of the earlier of the aforementioned times, the Declarant shall call a special meeting of the Members at which time new Directors shall be elected in accordance with sub-paragraph (a) above and the Directors appointed by the Declarant shall resign.

(c) Vacancies caused by death, resignation, incapacity or removal of a Director shall be filled by the remaining Directors who shall appoint a substitute from the same ownership category to serve until the election and qualification of successors at the next annual members' meeting. However, as long as the Declarant has appointed any Director, the Declarant shall fill any vacancy in the Board.

4.5 Term. The initial Board of Directors shall serve until December 31, 1988. Thereafter, Directors shall serve until their successors are duly elected and qualified, until they resign or until they are removed.

4.6 Removal of Directors. A Director may be removed from office at an appropriate Members' meeting, upon the affirmative vote of a majority of the eligible votes cast, for any reason deemed by the Voting Members to be in the best interests of the Association; provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made and if such Director is present, he or she shall be given an opportunity to be heard at such meeting prior to the vote on his or her removal and provided further that a Director elected or appointed by the Declarant may be removed only by the Declarant and his or her successor named only by the Declarant.

4.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within Broward County, Florida as shall be determined from time to time by a majority of the Directors and the meeting shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.

4.8 Special Meetings. Special meetings of the Directors may be called by the President or Vice-President at any time and must be called by the Secretary at the written request of one-third (1/3) of the Members of the Board of Directors. Not less than three (3) days' notice of the meeting shall be given. Notice shall be given personally, by mail, or by telegraph and shall state the time, place and purpose of the meeting and the meeting shall be open to all Members of the Association.

4.9 Telephone Meeting. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

4.10 Quorum. A majority of the Directors shall constitute a quorum at the Directors meeting. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

4.11 Waiver of Notice. Any Director may waive notice of the meeting before or after the meeting, and such waiver shall be deemed equivalent to his having received notice.

4.12 Presiding Officer. The presiding officer at a Board of Directors meeting shall be the President. In the President's absence, the Directors present shall designate any one of their number to preside.

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ARTICLE V

OFFICERS

5.1 Officers. The executive officers of the Association shall be a President who shall be a Member of the Board of Directors, a Vice-President, a Treasurer, and a Secretary. The officers shall be elected annually by the Board of Directors and they each may preemptorily be removed by majority vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and assistant officers and shall designate such powers and duties as the Board of Directors shall determine are required to manage the affairs of the Association. The Board of Directors from time to time may eliminate certain of the offices enumerated hereunder and/or assign their functions to an agent. Any two or more offices may be held by the same person.

5.2 President. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the Members and to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board of Directors and of the Members.

5.3 Vice President. The Vice-President, in the absence or disability of the president, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary. The Secretary shall send notices of meetings and keep the minutes of all proceedings of the Directors and the Members. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of Treasurer and shall perform all of the duties incident to the office of the Secretary of an Association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 Treasurer. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer.

5.6 Vacancies. A vacancy in any office shall be filled in the manner provided for the election of officers.

ARTICLE VI

DUTIES OF DIRECTORS

The Board of Directors shall be responsible for decisions affecting the Association and shall manage and perform all of the obligations of the Association. These obligations include, but are not limited to, preservation, operation, care, upkeep, maintenance, repair, and replacement of the property which the Association has the obligation to maintain; procuring public liability insurance; servicing, or hiring employees to service the SDS, collecting, and enforcing the collection of Assessments needed to provide funds for the Association; keeping records of all Association affairs and presenting a statement thereof to the Members at their meetings; managing the Association's funds; borrowing money and incurring indebtedness for Association purposes and executing all required documents in connection therewith; enforcing these By-Laws, the Articles of Incorporation and the Declaration; and adopting and enforcing such Rules and Regulations as it deems necessary to effectively manage the affairs of the Association.

ARTICLE VII

FISCAL MANAGEMENT

7.1 General. The following shall govern the fiscal management of the Association:

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- a. The fiscal year shall be the calendar year.
- b. The cash basis method of accounting shall be used.
- c. All Association income (including Assessments) shall be used to pay expenses; any excess shall be held in reserve for future expenses.

7.2 Accounts. Association funds shall be held in such bank and savings accounts as the Board of Directors shall determine from time to time. Withdrawals from such accounts shall be made by checks or withdrawal requests signed by at least two (2) of the officers of the Association.

7.3 Audit. An uncertified statement of the Association's accounts shall be prepared annually by an accountant, an auditor or a certified public accountant and shall be furnished to each Member no later than the April 1st, following the year to which it applies.

ARTICLE VIII

ASSESSMENTS

8.1 Fixing Assessments. The Owners of each Parcel shall be obligated to pay their proportionate part of any Assessment determined by the Board of Directors in accordance with the following:

- a. Annually, at least forty (40) days prior to January 1, the Directors shall prepare a proposed budget which shall include all anticipated Association expenses for the following year including, but not limited to, the costs of:
 1. Maintaining, repairing, preserving, and servicing the property it has agreed to maintain.
 2. Paying all taxes, legal and accounting fees and purchasing public liability insurance and other appropriate insurance.
 3. Paying all utility charges for service rendered to the property it has agreed to maintain, if any.
 4. Hiring employees as needed.
 5. Establishing a contingency reserve for maintenance, repair and replacement.
- b. The anticipated expenses shall be allocated to each Parcel in accordance with the Declaration.
- c. The budget may include any proposed Special Assessment, if known at the time of preparation.
- d. The budget shall set forth the due date or dates for payment of the Assessments and the dates when the Assessments will be considered delinquent.
- e. A copy of the budget shall be furnished to each Member at least thirty (30) days before the year to which it applies.

8.2 Liens. If any Assessment is unpaid, the Association may file a Claim of Lien against the Parcel whose Owners are delinquent and such lien may be foreclosed in the same manner as a mortgage. The Association may also bring an action at law against the delinquent Owner.

- a. Delinquency or Default.

The payment of any Assessment or installment thereof shall be in default if not paid to the Association on or before the due date thereof. If any Assessment is payable in installments, failure to make timely payment of any installment shall entitle the Association to declare the entire Assessment to be then due and payable, in full. When in default, the delinquent Assessments or installments thereof shall bear interest at the rate of eighteen percent (18%) per annum until the same, and all interest due thereon, has been paid in full.

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b. Personal Liability of Parcel Owner.

The Owners of each Parcel shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, interest on delinquent Assessment or installments thereof as above provided, and for all costs of collecting the Assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such persons or entity owns the Parcel.

c. Liability not subject to Waiver.

No owner of a Parcel may exempt himself from liability for any Assessment levied against him and his Parcel by waiver, abandonment, or in any other manner.

d. Lien for Assessment.

The Association is hereby granted a lien upon each Parcel and its appurtenances; which lien shall and does secure the monies due for all (1) Assessments levied against the Parcel and the Owner(s) thereof, and (2) interest, if any, which may become due on delinquent Assessments owing to Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Parcel and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Broward County, Florida. The lien of the Association shall also secure all advances of taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of eighteen percent (18) per annum on all such advances made for such purpose.

e. Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording in the public Records of Broward County, Florida, of a Claim of Lien stating the description of the Parcel encumbered thereby, the name of the record Owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only Assessments which are due and payable when the claim of lien is recorded, whether such maturity has been occasioned by acceleration of the balance due after default in payment of an installment thereof, or otherwise, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien. The Association shall be subrogated to the lien rights of the holder of any lien for which it advances funds for payment in whole or part.

f. Effect of Foreclosure, Judicial Sale or conveyance in lieu thereof.

In the event that any person, firm or corporation shall acquire title to any Parcel and its appurtenances by virtue of any foreclosure or judicial sale, or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for Assessments which accrue and become due and payable for the Parcel and its appurtenances subsequent to the date of acquisition of such title, and shall not be liable for the payment of any Assessments which were in default and delinquent at the time it acquired such title, except that such person, corporation or entity shall acquire title subject to any subrogated rights of the Association for payments made by it as aforesaid. In the event of such acquisition of title to a Parcel by foreclosure or judicial sale or voluntary conveyance in lieu thereof, any Assessment or Assessments for which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Parcels (including the party so acquiring such Parcels) as a part of the annual maintenance expenses. Nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

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g. Effect of Voluntary Transfer.

When the Owner of any Parcel proposes to lease, sell or mortgage the same, the Association, upon written request of the Owner of such Parcel, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any Assessment which shall be due and payable to the Association by the owner of such Parcel. Such statement shall be executed by any Officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Parcel is to be leased, sold or mortgaged at the time when payment of any Assessment against the Owner of the Parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent Assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Parcel responsible for payment of such delinquent Assessment.

In any voluntary conveyance of a Parcel, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

ARTICLE IX

REGISTRY OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a Register of the names of the Owners of all Parcels. Upon the transfer of title to any Parcel, the transferee shall notify the Association, in writing, of his interest in such Parcel together with recording information identifying the instrument by which such transferee acquired his interest in the Parcel. The holder of any mortgage encumbering a Parcel may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director and every Officer of the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding in which they may become involved by reason of being or having been a Director or Officer of the Association, whether or not they are a Director or Officer at the time such expenses are incurred. However, if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the aforementioned indemnity shall not be applied. The indemnification shall apply to any settlement which the Board approves as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights of indemnification to which such Director or Officer may be entitled by statute or common law.

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ARTICLE XI
TRANSACTIONS IN WHICH DIRECTORS
OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest shall be invalid, void or voidable solely for this reason or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is, or may be interested in any such contract or transaction.

ARTICLE XII
PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XIII
AMENDMENTS

12.1 These By-Laws may be amended in the manner provided in the Articles of Incorporation.

12.2 No modification or amendment to these By-Laws shall be adopted which would affect the rights of the Declarant unless such approval has been evidenced by the written consent of the Declarant.

Adopted by unanimous consent of the Board of Directors on April 24, 1987.

Attest: 
Secretary

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LAND DESCRIPTION
BOULEVARD FOREST PHASE I

A portion of Tract "A", BOULEVARD FOREST, according to the plat hereof as recorded in Plat Book 113, Page 39 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Tract "A", thence North 9°32'45" East, along said North line of Tract "A", 1,090.00 feet; thence South 00°27'15" East, 110.00 feet to a point on a non-tangent curve, concave to the Southwest (radial line through said point bears South 11°04'58" West); thence southeasterly along the arc of said curve, having a radius of 50.00 feet, a delta of 47°18'03", an arc distance of 41.28 feet to the beginning of a compound curve, concave to the Southwest, thence southwesterly along the arc of said curve, having a radius of 160.00 feet, a delta of 86°15'42", an arc distance of 240.89 feet to the beginning of a reverse curve, concave to the Southeast; thence southwesterly, along the arc of said curve, having a radius of 75.00 feet, a delta of 58°17'43", an arc distance of 76.31 feet to the point of tangency; thence South 03°39'00" East, 62.00 feet to the beginning of a tangent curve, concave to the Northwest; thence southwesterly, along the arc of said curve, having a radius of 60.00 feet, a delta of 124°40'21", an arc distance of 130.56 feet to the beginning of a reverse curve, concave to the Southeast; thence southeasterly along the arc of said curve, having a radius of 75.00 feet, a delta of 102°05'26", an arc distance of 133.64 feet to the beginning of a compound curve, concave to the Southeast; thence southeasterly along the arc of said curve, having a radius of 225.00 feet, a delta of 59°17'09", an arc distance of 232.81 feet to the beginning of a compound curve, concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 175.00 feet, a delta of 51°13'28", an arc distance of 156.46 feet to the beginning of a reverse curve, concave to the Southwest; thence southeasterly, along the arc of said curve, having a radius of 200.00 feet, a delta of 30°22'24", an arc distance of 106.02 feet to the beginning of a compound curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 88.00 feet, a delta of 72°54'23", an arc distance of 111.98 feet to the beginning of a reverse curve, concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 125.00 feet, a delta of 48°07'36", an arc distance of 105.00 feet to the beginning of a reverse curve, concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 125.00 feet, a delta of 92°57'11", an arc distance of 202.79 feet to the beginning of a reverse curve, concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 300.00 feet, a delta of 22°34'36", an arc distance of 118.21 feet to the beginning of a compound curve concave to the Northeast; thence southeasterly and northeasterly along the arc of said curve, having a radius of 100.00 feet, a delta of 191°06'34", an arc distance of 333.55 feet to the beginning of a reverse curve concave to the Southeast, thence northeasterly and southeasterly, along the arc of said curve having a radius of 75.00 feet, a delta of 111°12'43", an arc distance of 145.58 feet to the beginning of a compound curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 450.00 feet, a delta of 51°44'54", an arc distance of 406.43 feet to the beginning of a compound curve concave to the Northwest; thence southwesterly along the arc of said curve having a radius of 175.00 feet, a delta of 71°26'09", an arc distance of 218.19 feet to the beginning of a reverse curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 200.00 feet, a delta of 44°00'16", an arc distance of 153.60 feet to the beginning of a compound curve concave to the Southeast; thence southwesterly along the arc of said curve having a radius of 125.00 feet, a delta of 46°13'00", an arc distance of 100.83 feet to the beginning of a compound curve, concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 225.00 feet, a delta of 44°37'16", an arc distance of 175.23 feet to the beginning of a reverse curve, concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 350.00 feet, a delta of 35°33'44", an arc distance of 217.24 feet to the beginning of a compound curve, concave to the Northwest; thence southwesterly along the arc of said curve having a radius

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of 50.00 feet, a delta of 71°52'58", an arc distance of 62.73 feet to the point of tangency; thence South 49°50'26" West, 40.90 feet to the beginning of a tangent curve, concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 75.00 feet, a delta of 86°13'31", an arc distance of 112.87 feet to the point of tangency; thence South 36°23'05" East, 284.00 feet to the beginning of a tangent curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 300.00 feet, a delta of 62°19'26", an arc distance of 326.33 feet to the beginning of a reverse curve, concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 300.00 feet, a delta of 71°16'49", an arc distance of 373.22 feet to the point of tangency; thence South 45°20'28" East, 159.78 feet to the beginning of a tangent curve, concave to the Northwest; thence southwesterly along the arc of said curve having a radius of 70.00 feet, a delta of 138°02'19", an arc distance of 168.65 feet to the beginning of a compound curve, concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 350.00 feet, a delta of 13°23'51", an arc distance of 81.84 feet to a point (radial line through said point bears South 16°05'41" West); thence South 00°31'58" East, 223.88 feet to the South line of said Tract "A"; thence South 89°28'02" West along said South line of Tract "A", 260.00 feet to the most southerly Southwest corner of said Tract "A"; thence northwesterly along the southwesterly boundary line of said Tract "A", same being the northeasterly right-of-way line of Inverrary Boulevard as shown on the plat of "City of Lauderdale Section Two" as recorded in Plat Book 82, Page 20 of said Public Records; thence North 00°31'59" West, 240.38 feet to the beginning of a tangent curve, concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 2,040.00 feet, a delta of 81°34'17", an arc distance of 2,904.33 feet to a point (radial line through said point bears North 07°53'44" East); thence North 38°04'29" West, 41.71 feet to an intersection with the West line of said Tract "A"; thence along the West line of Tract "A", thence North 05°57'27" East, 448.17 feet to the beginning of a tangent curve, concave to the Southeast; thence northeasterly along the arc of said curve having a radius of 1,160.00 feet, a delta of 25°27'08", an arc distance of 515.30 feet to the beginning of a reverse curve concave to the Northwest; thence northeasterly along the arc of said curve having a radius of 1,240.00 feet, a delta of 31°51'52", an arc distance of 689.61 feet to the point of tangency; thence North 00°27'16" West, 51.42 feet to the POINT OF BEGINNING.

Said lands lying in Broward County, Florida, containing 78.207 acres, more or less.

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EXHIBIT "D"

LAND DESCRIPTION

BOULEVARD FOREST PHASE II

A portion of Tract "A", BOULEVARD FOREST, according to the Plat thereof, as recorded in Plat Book 113, Page 39, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Tract "A"; thence North 89° 32' 45" East, along said North line of Tract "A", 1,090.00 feet to the POINT OF BEGINNING; thence South 00° 27' 15" East, 110.00 feet to a point on a non-tangent curve, concave to the Southwest (radial line through said point bears South 11° 04' 50" West); thence southeasterly, along the arc of said curve, having a radius of 50.00 feet, a delta of 47° 18' 03", an arc distance of 41.28 feet to the beginning of a compound curve, concave to the Southwest; thence southwesterly, along the arc of said curve, having a radius of 160.00 feet, a delta of 86° 15' 42", an arc distance of 240.09 feet to the beginning of a reverse curve, concave to the Southeast; thence southwesterly, along the arc of said curve, having a radius of 75.00 feet, a delta of 50° 17' 43", an arc distance of 76.31 feet to the point of tangency; thence South 03° 39' 00" East, 62.00 feet to the beginning of a tangent curve, concave to the Northwest; thence southwesterly, along the arc of said curve, having a radius of 60.00 feet, a delta of 124° 40' 21", an arc distance of 130.56 feet to the beginning of a reverse curve, concave to the Southeast; thence southeasterly, along the arc of said curve, having a radius of 75.00 feet, a delta of 102° 05' 26", an arc distance of 133.64 feet to the beginning of a compound curve, concave to the Southeast; thence southeasterly, along the arc of said curve, having a radius of 225.00 feet, a delta of 59° 17' 09", an arc distance of 232.81 feet to the beginning of a compound curve, concave to the Northeast; thence southeasterly, along the arc of said curve, having a radius of 175.00 feet, a delta of 51° 13' 20", an arc distance of 156.46 feet to the beginning of a reverse curve, concave to the Southwest; thence southeasterly, along the arc of said curve, having a radius of 200.00 feet, a delta of 30° 22' 24", an arc distance of 106.02 feet to the beginning of a compound curve, concave to the Southwest; thence southeasterly, along the arc of said curve, having a radius of 80.00 feet, a delta of 72° 54' 23", an arc distance of 111.98 feet to the beginning of a reverse curve, concave to the Northeast; thence southeasterly, along the arc of said curve, having a radius of 125.00 feet, a delta of 40° 07' 36", an arc distance of 105.00 feet to the beginning of a reverse curve, concave to the Northwest; thence southwesterly, along the arc of said curve, having a radius of 125.00 feet, a delta of 92° 57' 11", an arc distance of 202.79 feet to the beginning of a reverse curve, concave to the Southeast; thence southwesterly, along the arc of said curve, having a radius of 300.00 feet, a delta of 22° 34' 36", an arc distance of 110.21 feet to the beginning of a compound curve, concave to the Northeast; thence southeasterly and northeasterly, along the arc of said curve, having a radius of 100.00 feet, a delta of 191° 06' 34", an arc distance of 333.55 feet to the beginning of a reverse curve, concave to the Southeast; thence Northeasterly and northeasterly, along the arc of said curve, having a radius of 75.00 feet, a delta of 111° 12' 43", an arc distance of 145.58 feet to the beginning of a compound curve, concave to the Southwest; thence southeasterly, along the arc of said curve, having a radius of 450.00 feet, a delta of 51° 44' 54", an arc distance of 406.43 feet to the beginning of a compound curve, concave to the Northwest; thence southwesterly, along the arc of said curve, having a radius

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EXHIBIT "E"

of 175.00 feet, a delta of $71^{\circ} 26' 09''$, an arc distance of 210.19 feet to the beginning of a reverse curve, concave to the Southeast; thence southwesterly, along the arc of said curve, having a radius of 200.00 feet, a delta of $44^{\circ} 00' 16''$, an arc distance of 153.60 feet to the beginning of a compound curve, concave to the Southeast; thence southwesterly, along the arc of said curve, having a radius of 125.00 feet, a delta of $46^{\circ} 13' 00''$, an arc distance of 100.83 feet to the beginning of a compound curve, concave to the Northeast; thence southeasterly, along the arc of said curve, having a radius of 225.00 feet, a delta of $44^{\circ} 37' 16''$, an arc distance of 175.23 feet to the beginning of a reverse curve, concave to the Southwest; thence southeasterly, along the arc of said curve, having a radius of 350.00 feet, a delta of $35^{\circ} 33' 44''$, and arc distance of 217.24 feet to the beginning of a compound curve, concave to the Northwest; thence southwesterly, along the arc of said curve, having a radius of 50.00 feet, a delta of $71^{\circ} 52' 50''$, an arc distance of 62.73 feet to the point of tangency; thence South $49^{\circ} 50' 26''$ West, 40.90 feet to the beginning of a tangent curve, concave to the Southeast; thence southwesterly, along the arc of said curve, having a radius of 75.00 feet, a delta of $86^{\circ} 13' 31''$, an arc distance of 112.87 feet to the point of tangency; thence South $36^{\circ} 23' 05''$ East, 284.00 feet to the beginning of a tangent curve, concave to the Southwest; thence southeasterly, along the arc of said curve, having a radius of 300.00 feet, a delta of $62^{\circ} 19' 26''$, an arc distance of 326.33 feet to the beginning of a reverse curve, concave to the Northeast; thence southeasterly, along the arc of said curve, having a radius of 300.00 feet, a delta of $71^{\circ} 16' 49''$, an arc distance of 373.22 feet to the point of tangency; thence South $45^{\circ} 20' 28''$ East, 159.78 feet to the beginning of a tangent curve, concave to the Northwest; thence southwesterly, along the arc of said curve, having a radius of 70.00 feet, a delta of $138^{\circ} 02' 19''$, an arc distance of 160.65 feet to the beginning of a compound curve, concave to the Northeast; thence northwesterly, along the arc of said curve, having a radius of 350.00 feet, a delta of $13^{\circ} 23' 51''$, an arc distance of 81.84 feet to a point, (radial line through said point bears South $16^{\circ} 05' 41''$ West); thence South $00^{\circ} 31' 50''$ East, 223.88 feet to the South line of said Tract "A"; thence departing the West line of the herein described lands, North $89^{\circ} 20' 02''$ East, along the South line of said Tract "A", 1,029.73 feet to a point in the West right-of-way line of Northwest 64th Avenue, same point also being the Southeast corner of said Tract "A"; thence along said West right-of-way line of Northwest 64th Avenue, the following three (3) courses: North $01^{\circ} 30' 02''$ West, 3,666.03 feet; thence North $03^{\circ} 30' 25''$ West, 200.00 feet; thence North $01^{\circ} 03' 02''$ West, 56.31 feet to the Northeast corner of said Tract "A"; thence along the North line of said Tract "A", South $89^{\circ} 32' 45''$, 1,406.19 feet to the POINT OF BEGINNING.

Said lands lying in Broward County, Florida, containing 114.835 acres, more or less.

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

EXHIBIT "E"

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