

Ginger Tree Homeowners Association Inc.  
c/o J&L Property Management  
10191 West Sample Rd. #203  
Coral Springs, Florida 33065  
954-753-7966

On July 6, 2023 the Ginger Tree Board of Directors voted to implement the following parking rule changes to the existing parking rules drafted August 18, 1986:

5. a. VISITORS driving pickup trucks and vans may park on property from 8:00am-9:00pm. However due to safety concerns ie blind spots, some wheel stops have been marked “No Trucks.” Commercial vehicles making deliveries and repairs may park where needed to accomplish their objective.

6.a. Extended Non-Resident Guest Parking has been restricted to 4 weeks. Any guest who is not a resident of Ginger Tree and intends to stay longer with a vehicle must make other arrangements for parking their vehicle. This was initiated in the best interest of the Association due to the shortage of guest parking spots.

GINGER TREE HOMEOWNERS' ASSOCIATION, INC.August 18, 1986.RULES AND REGULATIONS REGARDING PARKING-EFFECTIVE IMMEDIATELY.(RETAIN FOR FUTURE REFERENCE)TO: All Residents of Ginger TreeFROM: Board of Directors of Ginger Tree Homeowners' Association, Inc.

The Board of Directors requests your cooperation in complying with the parking rules listed below, designed to resolve the problem of limited parking space and to maintain the appearance of our village and the Township. However, only your courtesy toward and consideration of your neighbors will make the system work.

Vehicles which are parked on the Ginger Tree common properties (which is private property) without permission, may be removed by order of the Board of Directors or their agent. A prominently placed "Tow Away" sign at the driveway access to Ginger Tree gives specific details as to the towing company utilized to remove unauthorized vehicles. Vehicles in violation of the rules are parked without permission and are subject to being towed without prior notice and at the vehicle owner's expense.

1. Generally, vehicles should be parked in their assigned spots.
2. No parking spaces can be made available for vehicle storage. A vehicle without a current registration will be considered stored even when kept in an assigned space. Vehicles that are rarely moved may not be kept in guest spots.
3. Based on limits in certificates of occupancy, no individual unit may be issued more than two (2) Ginger Tree permits. No more than one of these vehicles may be parked in a guest space.
4. These areas may not be utilized for parking:
  - a. Areas posted for "No Parking".
  - b. The turnabout area in front of 3310 and 3312.
  - c. Next to fire hydrants.
  - d. On sidewalks.
  - e. In front of dumpster doors.
  - f. In front of parked vehicles.

The grassy areas behind the dumpster enclosures in the North and South cul-de-sacs and opposite #3244 may be used for guest parking when all other spaces have been filled.

5. \* The parking of trucks, campers, trailers, mobile homes, buses, storage vehicles is prohibited except for vehicles needed for legitimate repairs or maintenance during normal working hours. \* Amended - See Page 2 attached
6. \*\* Vehicles without Ginger Tree parking permits are normally expected not to park overnight. However, if such a vehicle will be parked on the Ginger Tree property for more than a brief period, i.e., two days, the unit owner or legal lessee should apply for a guest parking permit. No guest permit will be issued for prohibited vehicles as outlined in item 5. Residents whose guests visit with prohibited vehicles will have to make parking arrangements outside of Township. The Association cannot be held responsible for resolving this type of problem, nor be expected to accept prohibited vehicles. \*\* Amended - See Page 2 attached
7. Generally, only vehicles with parking permits may park in assigned parking spots

AMENDMENT TO THE BY-LAWS

85-407838

OF

GINGER TREE

Article I, Section 2; Article II, Section 1; Article II, Section 2; Article II, Section 3; Article II, Section 4(K); Article III, Section 1; Article III, Section 8; Article III, Section 9; Article III, Section 10; Article IV; Article V, Section 2(B); Article V, Section 2(C); Article V, Section 4(B); Article VI, Section 3; Article VII, Section 2; Article X(A); Article XI; and Article XII of the By-laws of Ginger Tree, adopted pursuant to the Declaration of Covenants, Conditions and Restrictions of Ginger Tree as recorded in Official Records Book 11121, at Page 407, of the Official Records of Broward County, Florida, are hereby amended to read as follows:

Article I, General, Section 2, Principal Office. The principal office of the Association shall be ~~Township Center, 2400 North Lyons Road,~~ 3360 Carambola Circle South, Coconut Creek, Florida 33066, or at any such other place as may be subsequently designated by the Board of Directors. All books and records of the Association ~~shall be kept~~ will be maintained at its principal office or at such other location designated by the Board of Directors.

Article II, Directors, Section 1, Number and Term. ~~During such period of time as the Declarant controls the Association in accordance with these By Laws and the Declaration, the Board of Directors shall consist of three (3) members who need not be members of the Association. Thereafter, the number of directors ("Directors") which shall constitute the Association's Board of Directors shall be equal to the number of condominiums within the Properties but in no event less than three (3). The association for each such condominium shall select, prior to each annual meeting of the Association, an individual who shall serve for a term of one (1) year or until his successor shall have been selected by said association. In the event that there are less than three (3) such condominiums at the time of an annual meeting of the Association, the Members of the Association shall elect the remaining director(s) at such meeting. After the Declarant has released control of the Association, no person who is not a member of the Association shall serve as a Director thereof. The number of Directors which shall constitute the Association's Board of Directors shall be five (5). No person who is not a member of the Association shall serve as a Director thereof. Directors shall be elected at the regular annual meeting of the Association. The two candidates for Director who receive the most votes shall be designated to serve for a term of two years and the other three shall be designated to serve for one year. However, in alternate years, the three candidates who obtain the most votes and who will replace those Directors elected to serve only one year in the previous year, shall be elected to serve for only one year.~~

Article II, Directors, Section 2, Vacancy and Replacement, If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. ~~Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.~~

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OFF REC 1 3007 PAGE 994

Irvin W. Bachman  
400 SW 64th Ave.  
Davie, FL 33314

2129

Article II, Directors, Section 3, Removal. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members who selected same. A special meeting of the Members to remove a Member of the Board of Directors may be called by holders of ten percent (10%) of the total votes of such Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. ~~The above provisions shall not be applicable to Directors elected or appointed by the Declarant.~~ If any Director fails to pay any assessment levied against him by the Board of Directors, whether regular or special assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Article II, Directors, Section 4, Powers. K. Shall exercise the option to approve or disapprove the action recommended by the Landscaping and Architectural Committee.

Article III, Officers, Section 1, Officers. The officers of the Association shall be a President, Vice-President, Treasurer, Assistant Treasurer, and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Article III, Officers, Section 8. The Assistant Treasurer. The Assistant Treasurer shall be vested with all the powers and be required to perform all the duties of the Treasurer in the Treasurer's absence, together with such other duties as the Board of Directors may prescribe.

Article II, Officers. ~~Section 8~~ Section 9, Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Article III, Officers, ~~Section 9~~ Section 10, Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Article IV, Membership. ~~Membership and change of membership shall be in accordance with the Declaration.~~ Every owner shall automatically be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership. Declarant, having released control of the Association, shall continue to possess voting rights instant to ownership only.

Article V, Meetings of Association, Section 2, Meeting, B. The regular annual meetings ~~subsequent to the first meeting~~ shall be held during the last two (2) weeks of every ~~February~~ January. Two additional meetings may be held in April and September, at the option of the Board of Directors.

Article V, Meetings of Association, Section 2, Meeting, C. At the annual meetings, the Members present or those voting on their behalf by proxy, by a majority vote (cumulative voting prohibited) shall ~~install a Board of Directors~~ elect Directors, as necessary, and transact such other business as may properly come before the meeting. This means that in one year all five Directors will be elected; two for two years and three for one year. Then on the alternative years, only three new Directors will be elected to serve for a term of one year.

Article V, Meetings of Association, Section 4. Special Meetings, B. Written notice of a special meeting of the Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Association at least ~~seven (7)~~ fourteen (14) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least ~~seven (7)~~ fourteen (14) days prior to the meeting.

Article VI, Notices, Section 3, Address. The address for notice to the Association is ~~Township Center, 2400 North Lyons Road,~~ Ginger Tree Homeowners' Association, Inc., 3360 Carambola Circle South, Coconut Creek, Florida 33066, or at such other place as may be ~~subsequently~~ subsequently designated by the Board of Directors.

Article VII, Finances, Section 2, Checks. All checks or demands for money and notes of the Association shall be signed by any ~~one (1)~~ two (2) of the following officers: President, Vice-President, Secretary, ~~or Treasurer or Assistant Treasurer,~~ or by such ~~officer or officers or such other person or persons~~ as the Board of Directors may from time to time designate. ~~The Board of Directors, by resolution, may require more than one (1) signature.~~

Article X, Amendment, A. Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ~~forty five (45)~~ thirty (30) days or more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of ~~three fourths (3/4)~~ three-fifths (3/5) of the votes cast at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

Article XI, Article XII, Declarant Control of Association. ~~Notwithstanding anything herein to the contrary, until the year 1995 or sooner as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein. It is the intent of this section that the Declarant shall possess exclusive control of the Association until expiration of the stated period. Since the Declarant has released control of the Association, the Declarant now possesses only the voting rights incident to ownership.~~

Article XI. Use Occupancy, Lease, or Transfer of Homeowner Units.:

A. General Provisions

1. The Homeowner units shall be used only as single-family residences by the owners, their guests and lessees.
2. No unit may be used, leased or sold for regular occupancy by more than four adults, i.e., persons age 18 years and over and/or regular occupancy by children, i.e., persons under age 18.
3. Under no circumstances may a person or persons under age 18 be permitted to reside in or occupy a unit for more than 90 days cumulatively within any calendar year without the express written approval of the Board.
4. No unit may be leased for more than one period in any calendar year. Notwithstanding the foregoing, in the event that the Association shall request or require the removal of a previously approved tenant, then the Board shall have the sole and absolute discretion to permit a second rental during that calendar year.
5. No lease may be made for a period of less than three months.
6. The Association may require that all rentals and leases be made on a standard Ginger Tree Homeowners' Association lease which has been approved for such use by the Board of Directors. Said lease form to be provided by the Board of Directors or managing agent.

B. Application to Sell, Lease, or Transfer a Unit.

1. Any owner wishing to sell, lease or transfer a unit must submit an application to the Association together with a non-refundable fee of \$50.00 to defray the cost of processing and investigation. The application and its contents will be prescribed by the Board of Directors and may be changed from time to time based on experience. A reasonable decision on the application will be issued promptly by an officer of the Association, based on a decision of the Board of Directors.
2. No lease will be approved for a term of more than one year. However, when an application is made for the same lessee to rent the same unit for a second year, the \$50.00 fee will not be required to be submitted with the subsequent application.


-----denotes deletion  
\_\_\_\_\_denotes addition

\* \* \* \* \*

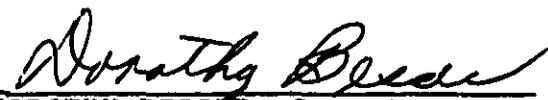
CERTIFICATE OF AMENDMENT

TO THE BY-LAWS OF GINGER TREE

This Certificate is hereby filed certifying and attesting that the above Amendment was duly adopted by the members of the Homeowners Association at a Special Meeting of the Members on the 9th day of July, 1985, called for that purpose after due notice. The above-recited Amendment is to become effective upon the filing and recording of this Certificate.

  
JOSEPH RAHN, President

Attest:

  
DOROTHY BESSER, Secretary

OFF 13007 PAGE 997


STATE OF FLORIDA :  
COUNTY OF BROWARD:

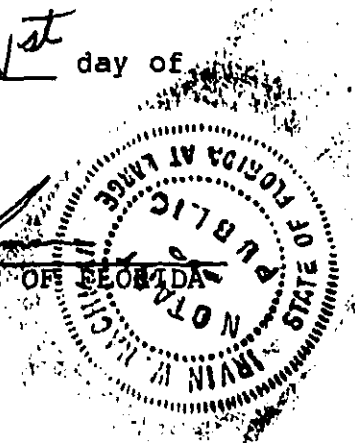
BEFORE ME, the undersigned authority, personally appeared JOSEPH KAHN and DOROTHY BESSER, President and Secretary respectively of GINGER TREE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the officers of the corporation, and they acknowledged before me that they executed the instrument freely and voluntarily for the uses and purposes therein expressed, and that they affixed thereto the seal of the Corporation, and that the said instrument is the act and deed of the Corporation.

Witness my hand and official seal on this 21<sup>st</sup> day of November, 1985.

My Commission Expires:

January 18, 1988

  
NOTARY PUBLIC, STATE OF FLORIDA



This Instrument Prepared By:  
IRVIN W. NACHMAN, ESQ.  
4800 S.W. 64th Avenue  
Davie, Florida 33314

OFF 13007 PAGE 998  
REC

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

LAW OFFICES  
TUCKER & TIGHE, P.A.

THOMAS J. TIGHE  
MICHELLE MONTEKIO  
LEE H. BALLARD  
STEVEN M. CANTER  
DANIEL M. BRENNAN  
JESSICA R LOKEINSKY  
ASHLEY J. ADAMS

----  
MORRIS C. TUCKER (RET'D)

800 EAST BROWARD BOULEVARD  
SUITE 710  
FORT LAUDERDALE, FLORIDA 33301  
Phone (954)467-7744/Fax (954)467-7905  
E-mail: collections@tuckertighe.com  
www.tuckertighe.com

February 21, 2017

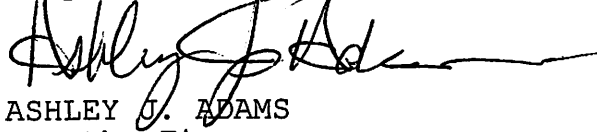
Ginger Tree Homeowners' Association, Inc.  
c/o J & L Property Management, Inc.  
10191 West Sample Road, Suite 203  
Coral Springs, FL 33065

Re: Ginger Tree Homeowners' Association, Inc. Certification of  
Amendment to By-Laws

Dear Sir/Madam:

Enclosed please the original Certification of Amendment to By-Laws for Ginger Tree Homeowners' Association, Inc., which has been recorded at Broward County Official Record Instrument #114194193. Please keep this document with the Association's official records.

Very truly yours,



ASHLEY J. ADAMS  
For the Firm.

AJA:ss

Encl.

\\ttserver\data\GINGER TREE\Return Recorded Doc Ltr.wpd

PREPARED BY and RETURN TO:  
Ashley J. Adams, Esq.  
Tucker & Tighe, P.A.  
800 E. Broward Blvd. Ste. 710  
Fort Lauderdale, FL 33301

INSTR # 114194193  
Recorded 02/07/17 04:16:46 PM  
Broward County Commission  
Deputy Clerk 1026  
#1, 2 Pages

**CERTIFICATE OF AMENDMENT**  
**TO THE BYLAWS OF GINGER TREE**  
**HOMEOWNERS' ASSOCIATION, INC.**

GINGER TREE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereby certifies that the attached Amendment to the BYLAWS OF GINGER TREE HOMEOWNERS' ASSOCIATION, INC., as recorded the Public records of Broward County, Florida, at Official Records Book 11121 at Page 407, has been duly adopted in the manner provided by Section 720 of the Florida Statutes and by Bylaws for Ginger Tree Homeowners' Association and approved by the required number of voting Owners at a meeting held the 26 day of January, 2017.

IN WITNESS WHEREOF, the membership has caused this certificate to be executed on this 26 day of January, 2017.

Signature of President:

Sign:

Deborah McCarthy

Signature of Secretary:

Sign:

Leslie Bard

Print:

Deborah McCarthy

Print:

LESLIE BARD

State of Florida:

County of Broward :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Deborah McCarthy as President and LESLIE BARD as Secretary of Ginger Tree Homeowners' Association, Inc., ( ☒ ) who are personally known to me OR ( ) have produced \_\_\_\_\_ as identification and ( ) who did OR ( ) did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of January, 2017.



ARLENE BARNETT  
MY COMMISSION # FF 956946  
EXPIRES: March 2, 2020  
Bonded Thru Budget Notary Services

Arlene Barnett  
NOTARY PUBLIC

My Commission Expires:

**AMENDMENTS TO THE BYLAWS FOR GINGER TREE  
HOMEOWNERS' ASSOCIATION**

**Additions indicated by underlining, deletions indicated by ----.**

*Article II is amended as follows:*

**ARTICLE II  
DIRECTORS**

Section 1. Number and Term. The Board of Directors of the Association shall be composed of not less than three (3) nor more than five (5) persons, but in any event, an odd number. All Board members must be members of the Association. "Members of the Association" for purposes of serving on the Board shall be defined as the deed holder to the property as established by recording in the Public Records of Broward County, Florida, as well as the deed holders' legal spouse residing in deeded residence. This definition of a member of Ginger Tree Homeowners' Association, Inc. Shall supercede any conflicting definition defined in these Bylaws, the Articles of Incorporation, and the Declaration of Covenants, Conditions, and Restrictions. ~~The two (2) candidates for the Board receiving the highest number of votes at the 1998 election at the annual meeting shall serve a two (2) year term and the remaining three (3) candidates elected to the Board shall serve a one (1) year term. Thereafter, a~~ A bare majority of the seats on the Board [three (3) if the Board is set at five (5) or two (2) if the Board is set at three (3)], shall be elected for a two (2) year term during odd numbered years, and a bare minority of the Board [two (2) if the Board is set at five (5) or one (1) if the Board is set at three (3)] will be elected for a two (2) year term during even numbered years. The decision on the size of the Board shall be made by the unit owners at a meeting duly noticed and called for that purpose.

Prepared By and Return to  
Meredith L. Spira, Esq.  
Tucker & Tighe P.A.  
800 E. Broward Blvd. Ste 710  
Fort Lauderdale, FL 33301

**NOTICE OF PRESERVATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF GINGER TREE**

**WHEREAS**, the Covenants, Conditions and Restrictions of Ginger Tree Homeowners' Association, Inc. dated September 2, 1983, was recorded in Official Record Book 11121 at Page 407 of the Public Records of Broward County, Florida being hereafter referred to as "Restrictions" and,

**WHEREAS**, the land effected by this Notice is identified in the Restrictions and has a post office mailing address of 3360 Carambola Circle S., Coconut Creek, Florida 33066 and is recorded in the public records at Plat Book 109, Page 12 and,

**WHEREAS**, pursuant to the provisions of Section 712.05, Florida Statutes, Ginger Tree Homeowners' Association, Inc. has the authority and desire to preserve the Restrictions from Extinguishment by the operation of Florida Law by filing for record this Notice in accordance with provisions of Chapter 712 and,

**WHEREAS**, the Association desires that this Notice shall have the effect of preserving the Restrictions from extinguishment by the operation of Florida Law and all of the rights, duties and obligations contained therein, for a period of thirty (30) years after the filing of this Notice unless again filed as required by applicable law and,

**WHEREAS**, the execution and recording of this Notice has been approved by at least two-thirds of the members of the Board of Directors of the Association at a meeting for which a Notice, stating the time, place and containing a statement of Marketable Title Action described in Section 712.06 (1)(b) Florida Statutes, was mailed to members of the Association not less than seven (7) days prior to such meeting.

**NOW, THEREFORE**, in accordance with the foregoing, this Notice of the Preservation of the Restrictions of Ginger Tree Homeowners' Association, Inc. is made by the Association, as authorized pursuant to the provisions of Florida Statute 712.05 as follows:

1. The Association, as described above, and by execution hereof, pursuant to the provisions of Florida Statute 712.05 does hereby preserve and protect from extinguishment by operation of the provisions of Chapter 712 all of the terms, provisions and additions of the Restrictions.

2. The preservation of the Restrictions as contained in this Notice shall have the effect of preserving all of the terms, provisions and conditions of the Restrictions from extinguishment by operation of provisions of Florida Statute 712 for a period of thirty (30) years after the recording of this Notice unless a subsequent Notice is filed which further preserves the terms of the Restrictions in accordance with applicable law.
3. If any term in this Notice is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be effected or impaired thereby. Any illegal or unenforceable terms shall be deemed to be void and have no force and effect only to the minimum extent necessary to bring such term within the provisions of any applicable law or laws in such term, as so modified, and the balance of this Notice shall then be fully enforceable.
4. This Notice is not intended to, and should not be considered to amend the Restrictions or any provision thereof. This action is not intended to encumber any property which is not already encumbered by these Restrictions.

IN WITNESS WHEREOF, the Association has set its hand and seal this 26 date of January, 2010.

Witnesses:  
(As to Both Signatories)

Willie Murray

Latia

Logan

President

SWORN TO AND SUBSCRIBED before my this 26 day of January, 2010.



ARLENE BARNETT  
MY COMMISSION # DD 761958  
EXPIRES: March 2, 2012  
Bonded Thru Budget Notary Services

My Commission Expires:

Arlene Barnett

Notary Public  
State of Florida

Danny Montel

Secretary

SWORN TO AND SUBSCRIBED before my this 26 day of January, 2010.



ARLENE BARNETT  
MY COMMISSION # DD 761958  
EXPIRES: March 2, 2012  
Bonded Thru Budget Notary Services

My Commission Expires:

Arlene Barnett

Notary Public  
State of Florida

Prepared by and Return to  
Meredith L. Spira, Esq.  
Tucker & Tighe P.A.  
800 E. Broward Blvd. Ste 710  
Fort Lauderdale, FL 33301

**AFFIDAVIT**

State of Florida :  
County of Broward :

Before me, the undersigned Notary Public, personally appeared Sophie Alffeld, Ginger Tree Homeowners' Association, Inc., a Florida Corporation, being duly sworn, deposes and says as follows:

1. The undersigned is the President and a member of the Board of Directors of Ginger Tree Homeowners' Association, Inc. and has personal knowledge of the facts attested hereto.
2. The Board of Directors of the Association, in accordance with Florida Statute § 712.06(1) has caused to be mailed the attached Notice and Statement to all members of the Homeowner Association community:

**SEE EXHIBIT A**

FURTHER AFFIANT SAYETH NOT

Sophie Alffeld  
President

SWORN TO AND SUBSCRIBED before my this 26 day of January, 2010.



ARLENE BARNETT  
MY COMMISSION # DD 781958  
EXPIRES: March 2, 2012  
Bonded thru Budget Notary Service

Arlene Barnett  
Notary Public  
State of Florida

My Commission Expires:

**NOTICE OF BOARD MEETING**

**GINGER TREE HOMEOWNERS' ASSOCIATION, INC.**

**Date:** January 26, 2010

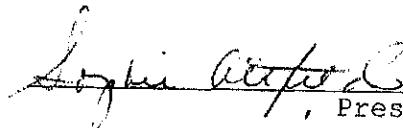
**Time:** 7:00 p.m.

**Place:** Ginger Tree Clubhouse  
3360 Carambola Circle S.  
Coconut Creek, Florida 33066

**Purpose:** Preservation of Declaration of Covenants,  
Conditions and Restrictions for Ginger Tree  
Homeowners' Association, Inc.

**THIS IS NOT AN  
OFFICIAL COPY  
STATEMENT OF MARKETABLE TITLE ACTION**

Ginger Tree Homeowners' Association, Inc. ("The Association") has taken action to ensure that the Declaration of Covenants, Conditions, and Restrictions of Ginger Tree Homeowners' Association, Inc., recorded in Official Record Book 11121 at Page 407 of the Public Records of Broward County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a Member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Broward County, Florida. Copies of the Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

  
\_\_\_\_\_, President

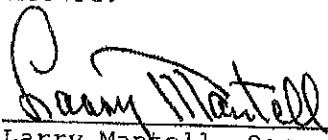
Upon recording return to:  
Meredith L. Spira, Esq.  
Tucker & Tighe, P.A.  
800 E. Broward Blvd. Ste 710  
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS FOR GINGER TREE  
HOMEOWNERS' ASSOCIATION, INC.**

GINGER TREE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, hereby certifies that the ATTACHED Amendment, Exhibit A, to the By-laws of GINGER TREE HOMEOWNERS' ASSOCIATION, INC., adopted pursuant to the Declaration of Covenants, Conditions and Restrictions of Ginger Tree as recorded in Official Records Book 11121 at Page 407, of the Official Records of Broward County, Florida has been duly adopted in the manner provided by Section 720 of the Florida Statutes and the By-laws for Ginger Tree Homeowners' Association and approved by the required number of voting Owners at a meeting held the 26<sup>th</sup> day of January, 2010.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on the 3 day of February 2010.

Attest:

  
Larry Mantell, Secretary

GINGER TREE HOMEOWNERS'  
ASSOCIATION, INC.

By   
Sophie Altfeld, President

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sophie Altfeld, President and Larry Mantell, Secretary of Ginger Tree Homeowners' Association, Inc., known to me to be the persons described herein and who executed the same freely and voluntarily under authority duly vested in them, and that I relied upon the following form of identification of the above-named persons: personally known to me, and that an oath was taken.

Witness my hand and official seal in the County and State last aforesaid this 3 day of February, 2010.

My Commission Expires:

  
NOTARY PUBLIC

F:\GINGER TREE\Certificate of Amendment.wpd



ARLENE BARNETT  
MY COMMISSION # DD 781956  
EXPIRES: March 2, 2012  
Bonded Thru Budget Notary Services

AMENDMENTS TO ARTICLES OF INCORPORATION,  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
AND BY-LAWS

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on December 6, 1985, to Articles of Incorporation for GINGER TREE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 770181.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
9th day of December, 1985.



CER-101

George Firestone  
Secretary of State

ARTICLES OF AMENDMENT

FOR

GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

FILED  
1985 DEC -6 AM 10:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Article VI, Section B of the Articles of Incorporation of Ginger Tree, originally filed with the Secretary of State on September 9, 1983, and assigned Document #770181, is hereby amended to read as follows:

Article VI, Directors, Section B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) or two (2) years, as specified in the By-Laws and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term. The Directors named herein shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first elections shall be filled by the remaining Directors.

denotes addition

\* \* \* \* \*

CERTIFICATE OF AMENDMENT

TO THE ARTICLES OF INCORPORATION

OF GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

This Certificate is hereby filed certifying and attesting that the above Amendment was duly adopted by the members of the Homeowners Association at a Special Meeting of the Members on the 9th day of July, 1985, called for that purpose after due notice. The above-recited Amendment is to become effective upon the filing and recording of this Certificate.

Attest:

Lorothy Besser  
LOROTHY BESSER, Secretary

Joseph Kahn  
JOSEPH KAHN, President


STATE OF FLORIDA :  
COUNTY OF BROWARD:

\* BEFORE ME, the undersigned authority, personally appeared JOSEPH KAHN and DOROTHY BESSER, President and Secretary respectively of GINGER TREE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the officers of the corporation, and they acknowledged before me that they executed the instrument freely and voluntarily for the uses and purposes therein expressed, and that they affixed thereto the seal of the Corporation, and that the said instrument is the act and deed of the Corporation.

Witness my hand and official seal on this 21<sup>st</sup> day of November, 1985.

My Commission Expires:

January 18 1989

  
NOTARY PUBLIC, STATE OF FLORIDA

This Instrument Prepared By:  
IRVIN W. NACHMAN, ESQ.  
4800 S.W. 64th Avenue  
Davie, Florida 33314

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

85-312428

OF

GINGER TREE

85 SEP 17 P 1: 23

Article XIV, Section 1 and Section 2(B) of the Declaration of Covenants, Conditions and Restrictions of Ginger Tree, recorded in Official Records Book 11121, at Page 407, of the Official Records of Broward County, Florida, are hereby amended to read as follows:

ARTICLE XIV  
GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Company and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, ~~three-fourths (3/4)~~ three-fifths (3/5) of the votes cast at a duly held meeting of members of the Association and two-thirds (2/3) of the Institutional Lenders are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended only as follows:

- A. The Declarant may amend this Declaration without the consent of the members at any time that it shall be in control of the Association.
- B. Thereafter, this Declaration may be amended provided that ~~three-fourths (3/4)~~ three-fifths (3/5) of the votes cast by the members present at a duly called and held meeting of the Association vote in favor of the proposed amendment.

----- Denotes Deletion  
\_\_\_\_\_ Denotes Addition

REC 1 2827 PAGE 677

↓

9/20/14

CERTIFICATE OF AMENDMENT

TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

GINGER TREE

Pursuant to Article XIV, Section 2 of the Declarations of Covenants, Conditions and Restrictions of Ginger Tree, this Certificate is hereby filed certifying and attesting that the above Amendment was duly adopted by the members of the Homeowners Association at a Special Meeting of the Members on April 23, 1985, called for that purpose after due notice. The above-recited Amendment is to become effective upon the filing and recording of this Certificate.

Attest:

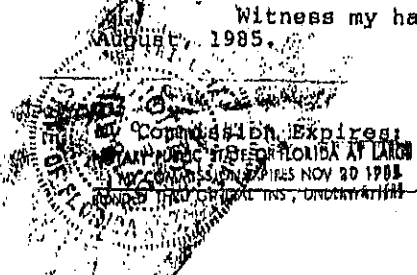
  
JOSEPH KAHN, President

  
DOROTHY BESSER, Secretary

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, the undersigned authority, personally appeared JOSEPH KAHN and DOROTHY BESSER, President and Secretary respectively of GINGER TREE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the officers of the corporation, and they acknowledged before me that they executed the instrument freely and voluntarily for the uses and purposes therein expressed, and that they affixed thereto the seal of the Corporation, and that the said instrument is the act and deed of the Corporation.

Witness my hand and official seal on this 12 day of August, 1985.

  
My Commission Expires:  
NOV 20 1985  
NOTARY PUBLIC, STATE OF FLORIDA

  
NOTARY PUBLIC, STATE OF FLORIDA

This Instrument Prepared By:  
IRVIN W. NACHMAN, ESQ.  
4800 S.W. 64th Avenue  
Davie, Florida 33314

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

REC 12827 PAGE 678

AMENDMENT TO THE BY-LAWS

85-407838

OF

GINGER TREE

Article I, Section 2; Article II, Section 1; Article II, Section 2; Article II, Section 3; Article II, Section 4(K); Article III, Section 1; Article III, Section 8; Article III, Section 9; Article III, Section 10; Article IV; Article V, Section 2(B); Article V, Section 2(C); Article V, Section 4(B); Article VI, Section 3; Article VII, Section 2; Article X(A); Article XI; and Article XII of the By-laws of Ginger Tree, adopted pursuant to the Declaration of Covenants, Conditions and Restrictions of Ginger Tree as recorded in Official Records Book 11121, at Page 407, of the Official Records of Broward County, Florida, are hereby amended to read as follows:

Article I, General, Section 2, Principal Office. The principal office of the Association shall be Township Center, 2400 North Lyons Road, 3360 Carambola Circle South, Coconut Creek, Florida 33066, or at any such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept will be maintained at its principal office- or at such other location designated by the Board of Directors.

Article II, Directors, Section 1, Number and Term. During such period of time as the Declarant controls the Association in accordance with these By-Laws and the Declaration, the Board of Directors shall consist of three (3) members who need not be members of the Association. Thereafter, the number of directors ("Directors") which shall constitute the Association's Board of Directors shall be equal to the number of condominiums within the Properties but in no event less than three (3). The association for each such condominium shall select, prior to each annual meeting of the Association, an individual who shall serve for a term of one (1) year or until his successor shall have been selected by said association. In the event that there are less than three (3) such condominiums at the time of an annual meeting of the Association, the Members of the Association shall elect the remaining director(s) at such meeting. After the Declarant has released control of the Association, no person who is not a member of the Association shall serve as a Director thereof. The number of Directors which shall constitute the Association's Board of Directors shall be five (5). No person who is not a member of the Association shall serve as a Director thereof. Directors shall be elected at the regular annual meeting of the Association. The two candidates for Director who receive the most votes shall be designated to serve for a term of two years and the other three shall be designated to serve for one year. However, in alternate years, the three candidates who obtain the most votes and who will replace those Directors elected to serve only one year in the previous year, shall be elected to serve for only one year.

Article II, Directors, Section 2, Vacancy and Replacement, If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Irvin M. Nachman  
1400 SW 14th Ave.  
Davie, FL 33314

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DEC 13 007 PSE 994

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Article II, Directors, Section 3, Removal. Any Member of the Board of of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members who selected same. A special meeting of the Members to remove a Member of the Board of Directors may be called by holders of ten percent (10%) of the total votes of such Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. ~~The above provisions shall not be applicable to Directors elected or appointed by the Declarant.~~ If any Director fails to pay any assessment levied against him by the Board of Directors, whether regular or special assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Article II, Directors, Section 4, Powers. K. Shall exercise the option to approve or disapprove the action recommended by the Landscaping and Architectural Committee.

Article III, Officers, Section 1, Officers. The officers of the Association shall be a President, Vice-President, Treasurer, Assistant Treasurer, and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Article III, Officers, Section 8. The Assistant Treasurer. The Assistant Treasurer shall be vested with all the powers and be required to perform all the duties of the Treasurer in the Treasurer's absence, together with such other duties as the Board of Directors may prescribe.

Article II, Officers. ~~Section 8~~ Section 9, Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Article III, Officers, ~~Section 9~~ Section 10, Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Article IV, Membership. ~~Membership and change of membership shall be in accordance with the Declaration.~~ Every owner shall automatically be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership. Declarant, having released control of the Association, shall continue to possess voting rights instant to ownership only.

Article V, Meetings of Association, Section 2, Meeting, B. The regular annual meetings ~~subsequent to the first meeting~~ shall be held during the last two (2) weeks of every ~~February~~ January. Two additional meetings may be held in April and September, at the option of the Board of Directors.

Article V, Meetings of Association, Section 2, Meeting, C. At the annual meetings, the Members present or those voting on their behalf by proxy, by a majority vote (cumulative voting prohibited) shall ~~install a Board of Directors~~ elect Directors, as necessary, and transact such other business as may properly come before the meeting. This means that in one year all five Directors will be elected, two for two years and three for one year. Then on the alternative years, only three new Directors will be elected to serve for a term of one year.

Article V, Meetings of Association, Section 4. Special Meetings, B. Written notice of a special meeting of the Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Association at least ~~seven (7)~~ fourteen (14) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least ~~seven (7)~~ fourteen (14) days prior to the meeting.

Article VI, Notices, Section 3, Address. The address for notice to the Association is ~~Township Center, 2400 North Lyons Road,~~ Ginger Tree Homeowners' Association, Inc., 3360 Carambola Circle South, Coconut Creek, Florida 33066, or at such other place as may be ~~subsequently~~ designated subsequently by the Board of Directors.

Article VII, Finances, Section 2, Checks. All checks or demands for money and notes of the Association shall be signed by any ~~one (1)~~ two (2) of the following officers: President, Vice-President, Secretary, ~~or Treasurer or Assistant Treasurer,~~ or by such ~~officer or officers or such other person or persons~~ as the Board of Directors may from time to time designate. ~~The Board of Directors, by resolution, may require more than one (1) signature.~~

Article X, Amendment, A. Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ~~forty-five (45)~~ thirty (30) days or more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of ~~three-fourths (3/4)~~ three-fifths (3/5) of the votes cast at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

Article XI, Article XII, Declarant Control of Association. ~~Notwithstanding anything herein to the contrary, until the year 1995 or sooner as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein. It is the intent of this section that the Declarant shall possess exclusive control of the Association until expiration of the stated period. Since the Declarant has released control of the Association, the Declarant now possesses only the voting rights incident to ownership.~~

REF 13007 PAGE 936

Article XI. Use Occupancy, Lease, or Transfer of Homeowner Units.

A. General Provisions

1. The Homeowner units shall be used only as single-family residences by the owners, their guests and lessees.
  2. No unit may be used, leased or sold for regular occupancy by more than four adults, i.e., persons age 18 years and over and/or regular occupancy by children, i.e., persons under age 18.
  3. Under no circumstances may a person or persons under age 18 be permitted to reside in or occupy a unit for more than 90 days cumulatively within any calendar year without the express written approval of the Board.
  4. No unit may be leased for more than one period in any calendar year. Notwithstanding the foregoing, in the event that the Association shall request or require the removal of a previously approved tenant, then the Board shall have the sole and absolute discretion to permit a second rental during that calendar year.
  5. No lease may be made for a period of less than three months.
  6. The Association may require that all rentals and leases be made on a standard Ginger Tree Homeowners' Association lease which has been approved for such use by the Board of Directors. Said lease form to be provided by the Board of Directors or managing agent.
- B. Application to Sell, Lease, or Transfer a Unit.
1. Any owner wishing to sell, lease or transfer a unit must submit an application to the Association together with a non-refundable fee of \$50.00 to defray the cost of processing and investigation. The application and its contents will be prescribed by the Board of Directors and may be changed from time to time based on experience. A reasonable decision on the application will be issued promptly by an officer of the Association, based on a decision of the Board of Directors.
  2. No lease will be approved for a term of more than one year. However, when an application is made for the same lessee to rent the same unit for a second year, the \$50.00 fee will not be required to be submitted with the subsequent application.

-----denotes deletion  
\_\_\_\_\_denotes addition

\* \* \* \* \*

CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF GINGER TREE

This Certificate is hereby filed certifying and attesting that the above Amendment was duly adopted by the members of the Homeowners Association at a Special Meeting of the Members on the 9th day of July, 1985, called for that purpose after due notice. The above-recited Amendment is to become effective upon the filing and recording of this Certificate.

Attest:

Dorothy Besser  
DOROTHY BESSER, Secretary

Joseph Kahn  
JOSEPH KAHN, President

OFF 13007 PAGE 937

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, the undersigned authority, personally appeared JOSEPH KAHN and DOROTHY BESSER, President and Secretary respectively of GINGER TREE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the officers of the corporation, and they acknowledged before me that they executed the instrument freely and voluntarily for the uses and purposes therein expressed, and that they affixed thereto the seal of the Corporation, and that the said instrument is the act and deed of the Corporation.

Witness my hand and official seal on this 21st day of November, 1985.

My Commission Expires:

January 18, 1988

NOTARY PUBLIC, STATE OF FLORIDA

This Instrument Prepared By:  
IRVIN W. NACHMAN, ESQ.  
4800 S.W. 64th Avenue  
Davie, Florida 33314

REC 13007 PAGE 998

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

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

85-407839

GINGER TREE

Article III, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Ginger Tree, recorded in Official Records Book 11121, at Page 407, of the Official Records of Broward County, Florida, are hereby amended to read as follows:

Section 4. Declarant Control of the Association. Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any portion of the Properties or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights instant to ownership as described herein. It is the intent of this section that the Declarant have exclusive and total control of the Association during the stated period. The Declarant, having released control of the Association, shall continue to possess voting rights instant to ownership only.

-----denotes deletion  
\_\_\_\_\_denotes addition

\* \* \*

CERTIFICATE OF AMENDMENT

TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

GINGER TREE

Pursuant to Article XIV, Section 2 of the Declarations of Covenants, Conditions and Restrictions of Ginger Tree, this Certificate is hereby filed certifying and attesting that the above Amendment was duly adopted by the members of the Homeowners Association at a Special Meeting of the Members on the 9th day of July, 1985, called for that purpose after due notice. The above-recited Amendment is to become effective upon the filing and recording of this Certificate.

Joseph Kahn  
JOSEPH KAHN, President

Attest:

Dorothy Besser  
DOROTHY BESSER, Secretary

85 DEC 3 AM 11:48

DEF 13007 PAGE 999

PD  
920

STATE OF FLORIDA :  
COUNTY OF BROWARD:

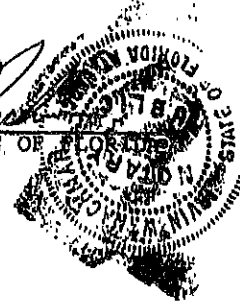
BEFORE ME, the undersigned authority, personally appeared JOSEPH KAHN and DOROTHY BESSER, President and Secretary respectively of GINGER TREE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the officers of the corporation, and they acknowledged before me that they executed the instrument freely and voluntarily for the uses and purposes therein expressed, and that they affixed thereto the seal of the Corporation, and that the said instrument is the act and deed of the Corporation.

Witness my hand and official seal on this 21<sup>st</sup> day of November, 1985.

My Commission Expires:

January 18, 1988

NOTARY PUBLIC, STATE OF FLORIDA



This Instrument Prepared By:  
IRVIN W. NACHMAN, ESQ.  
4800 S.W. 64th Avenue  
Davie, Florida 33314

REC 13007 PAGE 999-A

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

BK29029PG1647

✓  
will call →  
This instrument was prepared by:  
KENNETH S. DIREKTOR, ESQUIRE,  
Becker & Poliakoff, P.A.  
500 Australian Avenue South  
9th Floor  
West Palm Beach, FL 33401  
(W-C112)

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GINGER TREE  
AND THE BY-LAWS FOR  
GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Ginger Tree has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book 11121 at Page 407; and

WHEREAS, the By-Laws for Ginger Tree Homeowners' Association, Inc. are attached as an exhibit thereto, and

WHEREAS, at a duly called and noticed meeting of the membership of Ginger Tree Homeowners' Association, Inc., a Florida not-for-profit corporation, held on September 15, 1998, notice of the special meeting having been given on July 17, 1998, the aforementioned Declaration of Covenants, Conditions and Restrictions and By-Laws were amended pursuant to the provisions of said Declaration and By-Laws; and

WHEREAS, the total number of votes of members of the Association is 80 votes. The total number of votes of the Association required to constitute a quorum is one-third (1/3rd) under Article V, Section 5, of the By-Laws and is thirty percent (30%) under Section 617 303, Florida Statutes. The number of votes necessary to adopt the amendments is sixty percent (60%) of a quorum. There were 44 of the 80 votes represented at the September 15, 1998 meeting. The amendments to the Declaration received 40 votes in favor and 4 votes against. The amendment to the By-Laws received 42 votes in favor and 2 votes against

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and By-Laws are true and correct copies of the amendments as amended by the membership:

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GINGER TREE

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which right and easement shall be appurtenant to and shall pass with the title to each Unit and shall be subject to and limited by the following;

(4)

A. The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for any period during which any assessment against said Owner's Unit remains unpaid, or as otherwise set forth in Article XIII hereof.

\* \* \*

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 9. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorney's fees through and including appellate litigation. In addition to the foregoing remedies, the Association shall have the authority to suspend an owner's right and easement to use the Recreation Facility, as set forth in Article II, Section 1(A) hereof, and shall have the right to suspend the voting rights of any member whose annual assessments or installments thereon are delinquent in excess of ninety (90) days.

\* \* \*

#### ARTICLE XIII ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner or the Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successors or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action against a member of the Association other than the Declarant to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the rules and regulations of the Association, upon a finding by a court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Residence of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration. In addition to and cumulative with the foregoing remedies, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, invitees, or both, to use the Common Properties and Recreation Facility and may levy reasonable fines against any Owner or any tenant, guest or invitee, not to exceed the maximum amount permitted by applicable law, as same may be amended from time to time, or, if there is no maximum amount set by law, in such amounts as may be determined by the Board of Directors from time to

time. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing. No fine or suspension hereunder may be imposed without notice of at least fourteen (14) days in writing to the person sought to be fined or suspended and an opportunity for hearing before a committee of at least three (3) Owners appointed by the Board who may not be officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the committee, by majority vote, approves a fine or suspension, the Board shall implement the fine or suspension forthwith. The procedural requirements herein do not apply to the imposition of suspensions or charges upon an Owner resulting from the Owner's failure to pay assessments. Further, the suspension of use rights provided for hereunder shall not impair the right of an Owner or tenant to have vehicular and pedestrian ingress to and egress from the Residence, including, but not limited to, the right to park.

\* \* \*

AMENDMENT TO THE  
BY-LAWS OF  
GINGER TREE HOMESOWNERS' ASSOCIATION, INC.

(Additions shown by "underlining",  
deletions shown by "strikeout")

ARTICLE II  
DIRECTORS

Section 1. Number and Term. The number of Directors which shall constitute the Association's Board of Directors shall be five (5). No person who is not a member of the Association shall serve as a Director thereof. Directors shall be elected at the regular annual meeting of the Association. The two candidates for Director who receive the most votes shall be designated to serve for a term of two years and the other three shall be designated to serve for one year. However, in alternate years, the three candidates who obtain the most votes and who will replace those Directors elected to serve only one year in the previous year, shall be elected to serve for only one year. The Board of Directors of the Association shall be composed of not less than three (3) nor more than five (5) persons, but in any event, an odd number. All Board members must be members of the Association. The two (2) candidates for the Board receiving the highest number of votes at the 1998 election at the annual meeting shall serve a two (2) year term and the remaining three (3) candidates elected to the Board shall serve a one (1) year term. Thereafter, a bare majority of the seats on the Board [three (3) if the Board is set at five (5) or two (2) if the Board is set at three (3)], shall be elected for a two year term during odd numbered years, and a bare minority of the Board [two (2) if the Board is set at five (5) or one (1) if the Board is set at three (3)] will be elected for a two year term during even numbered years. The decision on the size of the Board shall be made by the unit owners at a meeting duly noticed and called for that purpose.

\* \* \*

WITNESS my signature hereto this 18<sup>th</sup> day of November, 1998, at Broward County, Florida.

GINGER TREE HOMEOWNERS'  
ASSOCIATION, INC.

Allen Friedman  
Witness

By: X Edwin Billman  
President

ALAN FRIEDMAN  
(PRINT NAME)

Scott A. Bush  
Witness

Attest: Randy Martell  
Secretary

SCOTT A BUSH  
(PRINT NAME)

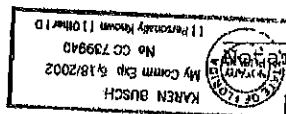
STATE OF FLORIDA

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November 1998, by Edwin Billman and Randy Martell, as PRESIDENT and SECRETARY, respectively, of Ginger Tree Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Personally known as identification and did take an oath.

Edwin Billman (Signature)

Karen Busch (Print Name)  
Notary Public, State of Florida at Large



135271\_1

**CERTIFICATE OF AMENDMENT  
TO BY-LAWS OF GINGER TREE HOMEOWNER'S ASSOCIATION, INC.**

THIS AMENDMENT is made this 28<sup>th</sup> day of February 2006 by GINGER TREE HOMEOWNER'S ASSOCIATION, INC., (hereinafter "ASSOCIATION") to the BY-LAWS of ASSOCIATION, pursuant to the DECLARATION of ASSOCIATION which has been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 11121, Page 407

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on February 28, 2006, the aforementioned BY-LAWS was amended pursuant to the provisions of said DECLARATION and BY-LAWS.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the BY-LAWS.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the BY-LAWS are a true and correct copy of the amendments as amended by the membership:

I. This Amendment hereby amends Article XI of the By-Laws, as follows (Deletions indicated by strikeout, additions by underlining):

"Effective upon recording of this provision all provisions pertaining to leasing contained in this section of the By-Laws or in any other provision of the governing documents, shall only apply to those leases or tenancies presently in effect on said date. After said date, leasing and/or subleasing of any kind will be strictly prohibited. The provisions contained in this section of the By-Laws or in any other provision of the governing documents pertaining to leasing, shall remain unaffected as to those leases currently in effect only and shall remain so valid with respect to such leases until such time such leases expire, and/or the lessees vacate the unit, which ever occurs first. After any and all such leases expire, and/or the lessees vacate the unit(s), which ever occurs first, said units shall not be re-let, leased or subleased and all provisions contained in this section of the By-Laws or in any other provision of the governing documents pertaining to leasing, shall be of no further force and effect."

Exception for Hardship. The Board of Directors at its sole and absolute discretion, may allow exceptions to the prohibition on leasing for unusual circumstances of hardship. Unusual circumstances of hardship shall be defined as death, illness, change of employment or severe economic hardship. Any permitted leasing of a home based on a hardship exception shall not exceed six (6) months. Additionally, any request for a hardship lease of a home shall be submitted to the Board in writing and may require the appearance at a meeting of the Board of Directors."

II. Except as proposed above, all other terms and conditions of the Article XI and the remainder of the By-Laws shall remain unchanged and in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by at least a majority vote of the Board of Directors.

IN WITNESS WHEREOF, the Declaration has caused this Amendment to BY-LAWS of GINGER TREE HOMEOWNER'S ASSOCIATION, INC., to be executed by the duly authorized officer, this 15<sup>th</sup> day of February.

GINGER TREE HOMEOWNER'S  
ASSOCIATION, INC.

BY: [Signature]  
, President

STATE OF FLORIDA )  
COUNTY OF Broward

THE FOREGOING instrument was executed before me this 15 day of March, by Sophia Attfield, President of GINGER TREE HOMEOWNER'S ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 15 day of March, 2006.

[Signature]  
Notary Public Marisa Nieves  
My commission expires: 9/27/08

This Instrument Prepared by and Return to:

Rachel E. Frydman, Esq.  
Katzman & Korr, P.A.  
1501 NW 49<sup>th</sup> Street, Suite 202  
Ft. Lauderdale, Florida 33309  
(954) 486-7774

Declaration Recorded in Official Records  
Book 11121, Page 407 of the Public  
Records of Broward County, Florida.



Marisa Nieves  
Commission # DD358410  
Expires: SEP 27, 2008  
WWW.AARCHNOTARY.COM

ARTICLES OF INCORPORATION OF  
GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION  
-of-  
GINGER TREE HOMEOWNERS' ASSOCIATION, INC.,  
A Non-Profit Corporation

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I  
NAME

The name of this corporation shall be GINGER TREE HOMEOWNERS' ASSOCIATION, INC. ("Association").

ARTICLE II  
DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for GINGER TREE, which is or shall be recorded in the Public Records of Broward County, Florida, ("Declaration"), and the words "Properties," "Residence," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE III  
PURPOSES

The purposes for which this Association is formed are as follows:

A. To take title to and to operate, maintain, repair, improve, lease and administer the Common Properties.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws except those which require specific action by or approval of the directors or members ("Members") of the Association.

D. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all

licenses, taxes or governmental charges levied or imposed against the property of the Association.

E. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.

F. Dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.

G. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by the Members as provided herein.

H. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and By-Laws of the Association.

#### ARTICLE IV EXISTENCE

This Association shall have perpetual existence.

#### ARTICLE V SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Michael Greenberg	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
Philippe Joannis	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
Jeffrey Miller	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066

#### ARTICLE VI DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than three (3) persons ("Directors"), but always an odd number of persons. The first Board of Direc-

tors shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with the By-Laws of the Association.

B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term. The Directors named herein shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

#### ARTICLE VII FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

<u>Name</u>	<u>Address</u>
Michael Greenberg	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
Philippe Joannis	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066
Jeffrey Miller	Township Center, 2400 N. Lyons Road Coconut Creek, Florida 33066

#### ARTICLE VIII REGISTERED AGENT

The Registered Agent shall be INTRASTATE REGISTERED AGENT CORPORATION whose address is Room 60, 215 East Lemon Street, Lakeland, Florida 33801.

#### ARTICLE IX OFFICERS

A. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Directors:

<u>Name</u>	<u>Office</u>
Michael Greenberg	President
Philippe Joannis	Vice President
Jeffrey Miller	Secretary/Treasurer

B. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Directors but no other officer need be a Director.

#### ARTICLE X MEMBERS

Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Residence. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Residence upon which membership is based.

ARTICLE XI  
BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Directors. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Declarant referred to in the Declaration without the Declarant's prior written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE XII  
AMENDMENT

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE XIII  
INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in the best interest of the Association. The

foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIV  
CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XV  
ADDRESS

The principal address of the Association shall be Township Center, 2400 North Lyons Road, Coconut Creek, Florida 33066, or at such other place as may be subsequently designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, \_\_\_\_\_ County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed, Seal and Delivered  
in the Presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
MICHAEL GREENBERG

\_\_\_\_\_  
PHILIPPE JOANISSE

\_\_\_\_\_  
JEFFREY MILLER

STATE OF FLORIDA )

) SS:  
COUNTY OF )

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, MICHAEL GREENBERG, PHILIPPE JOANISSE and JEFFREY MILLER, to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my signature and official seal this \_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

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

Pursuant to Section 48.091, Florida Statutes, the following  
is submitted:

GINGER TREE HOMEOWNERS' ASSOCIATION, INC., a non-profit corpora-  
tion, desiring to organize or qualify under the laws of the State  
of Florida, where its principal place of business at the City of  
\_\_\_\_\_, County of \_\_\_\_\_, State of Florida  
has named INTRASTATE REGISTERED AGENT CORPORATION, located at  
Room 60, 215 E. Lemon Street, Lakeland, Florida 33801, as its  
agent to accept service of process within Florida.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Officer)  
Title

Having been named to accept service of process for the above-  
stated corporation, the place designated in this certificate, we  
hereby agree to act in this capacity, and we further agree to  
comply with the provisions of all statutes relative to the proper  
and complete performance of our duties.

Date: \_\_\_\_\_

INTRASTATE REGISTERED AGENT  
CORPORATION

By: \_\_\_\_\_

870700000ai0119:78  
01/19/83

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF GINGER TREE

Return to: Gold Coast Int. ...  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GINGER TREE

83-288998

THIS DECLARATION, made on this 2<sup>ND</sup> day of September, 1983, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" (the "Property") and desires to create a residential community upon the Property to be known as Ginger Tree.

NOW, THEREFORE, Declarant hereby declares that all the Property shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth, all of which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

ARTICLE I  
DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

Section 2. "Association" shall mean and refer to Ginger Tree Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "Common Expenses" shall mean and refer to expenditures for services required and authorized to be performed by the Association.

Section 4. "Common Properties" shall mean and refer to all real property whether improved or not that may, from time to time, be conveyed or dedicated by plat by the Declarant or such other person in accordance with this Declaration to the Association and designated as Common Properties for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Minto Builders (Florida), Inc., a Florida corporation, or the successors and assigns to the rights of the Declarant hereunder.

PREPARED BY THE OFFICE OF: HOLLAND & KNIGHT, BY: Irwin J. Fayne, Esq.  
One Corporate Plaza, 110 East Broward Boulevard, Sixteenth Floor  
Fort Lauderdale, Florida 33301

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109<sup>00</sup> A

Section 6. "Declaration" shall mean and refer to this instrument as it may from time to time be amended.

Section 7. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residence, which owner and holder of said mortgage shall be the Declarant, a bank, builder, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender including, but not limited to, Federal National Mortgage Association.

Section 8. "Master Association" shall mean and refer to The Township Community Master Association, Inc., a Florida corporation.

Section 9. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Broward County, Florida, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residence. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 10. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 11. "Recreation Facility" shall mean and refer to any portion of the Common Properties which is intended for recreational use including improvements thereon such as a swimming pool.

Section 12. "Residence" shall mean and refer to any plot of land within the Properties, whether or not improved, which is intended for residential use.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which right and easement shall be appurtenant to and shall pass with the title to each Unit and shall be subject to and limited by the following:

A. The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for any period during which any assessment against said Owner's Unit remains unpaid.

B. The right of the Association to dedicate or transfer all or any portion of the Common Properties to any public agency, authority or utility, provided however, that no such dedication or transfer shall be effective until approved by an affirmative vote of the holders of two-thirds (2/3) of the total votes of the Association and two-thirds (2/3) of the Institutional Lenders.

C. The rules and regulations of the Association.

Section 2. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Unit, a perpetual easement for ingress and egress to and from their Unit over and upon paved portions of the Common Properties.

Section 3. Delegation of Use. Any Owner may delegate the right and easement granted to said Owner pursuant to this Article II to the members of his family or his tenants who reside in his Residence but any such delegation shall be subject to and limited by the terms and conditions of this Declaration, the Articles and By-Laws of the Association and the Rules and Regulations of the Association.

Section 4. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Residence, shall not be separated therefrom and shall pass with the title to his Residence, whether or not separately described.

Section 5. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each Residence owned by said member. When any Residence is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Residence, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with

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the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Residence.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Residence. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Residence interest upon which membership is based.

Section 4. Declarant Control of Association. Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any portion of the Properties or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights instant to ownership as described herein. It is the intent of this section that the Declarant have exclusive and total control of the Association during the stated period.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. By acceptance of a deed to a Residence, each Owner other than the Declarant is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless whether such covenant and agreement shall be

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expressed in such deed. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting same, shall be secured by a continuing lien upon the Residence against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Residence while he is the Owner of said Residence.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Properties, and to provide services which the Association is authorized or required to provide. The Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 3. Initial Assessment. Until such time as Declarant shall cease to be in control of the Association or a period of twelve (12) months following the first conveyance of a Residence by Declarant, whichever event first occurs ("Initial Period"), the first annual assessment for each Residence shall be as stated in the estimated operating budget. During the Initial Period, the Declarant shall be excused from the payment of annual assessments attributed to property owned by the Declarant since, during the Initial Period, the Declarant guarantees that assessments shall not increase over the amounts specified therein. During the Initial Period, the Declarant shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectable from Owners and the actual expenses of the Association. Thereafter, annual assessments shall be determined and levied in accordance with the remainder of this Article.

Section 4. Proportion and Amount of Annual Assessments. Each Owner shall pay an annual assessment equal to his proportionate share of the Common Expenses. The proportionate share of Common Expenses for each Owner shall be determined by multiplying the Common Expenses by a fraction, the numerator of which is equal to the total number of Residences owned by said Owner and the denominator of which is equal to the total number of Residences.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

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Section 6. Date of Commencement and Pro Ration of Annual Assessments Due Date. The annual assessments provided for herein shall commence against each Residence on the date of its conveyance by the Declarant to a purchaser thereof. The annual assessments for the year in which this Declaration is recorded among the Public Records of Broward County, Florida, shall be adjusted in accordance with the number of months remaining in said year from and after said recordation. Thereafter, the Board of Directors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, e.g., lump sums or monthly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Residence which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall thereupon be sent to every Owner subject thereto as provided in this Declaration. The Association shall upon reasonable demand furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; Lien. If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made.

Section 9. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorney's fees through and including appellate litigation.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable

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prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

Section 11. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of each creditor of the Association; provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each member of the Association who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the member either in person or by mail.

#### ARTICLE V LANDSCAPING AND ARCHITECTURAL CONTROL

No structure shall be erected, altered, placed or permitted to remain, nor shall construction commence on or with respect to any Unit until the design, construction specifications and a plan showing the location of the structure have been approved in writing by the Association as to quality, design and materials, in harmony with existing structures, and as to location with respect to topography and finished grade elevation. No trees, flowers, hedges, vines, bushes, sod, shrubs or landscaping of any kind shall be planted, placed or altered on any Unit until plans and specifications showing the nature, kind, materials and location of same shall have been submitted to and approved in writing by the Association. Approval or disapproval of any such plans and specifications may be based upon any considerations, including purely aesthetic considerations, so long as such considerations are applied on a uniform basis throughout the Properties. Such approval may be based upon any reasonable conditions including without limitation the condition that such growths and landscaping be maintained by the Owner thereof rather than the Association. Such approval of the Association shall not be required in the event that the Association fails to give such approval or disapproval within thirty (30) days after receipt of a written request for same. In no event will the Association's approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this section shall not apply to the Declarant.

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**ARTICLE VI**  
**FUNCTIONS OF THE ASSOCIATION**

**Section 1. Required Services.** In addition to those responsibilities specified in this Declaration, the Association shall be required to provide the following services:

A. painting of the exterior of any and all Residences as and when deemed necessary by the Association.

B. maintenance of roofs of any and all Residences as and when deemed necessary by the Association.

C. except as performed by an Owner pursuant to Article V of this Declaration, maintenance and care for all landscaped areas within the Properties together with irrigation or same where provided by Declarant.

D. maintenance of any and all streets, roads, driveways, sidewalks and paths throughout the Properties which have not been dedicated to the public.

E. cleanup, maintenance and payment of property taxes with respect to the Common Properties.

F. operation of the Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

G. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

H. conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, and other important events.

I. purchasing hazard insurance covering all improvements on the Properties, and general liability insurance covering activities on the Common Properties to the extent deemed necessary or desirable by the Association.

J. acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association by the Declarant.

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Section 2. Authorized Services. The Association shall be authorized, but not required, to provide the following services:

- A. lighting of roads, sidewalks and walks and paths throughout the Properties.
- B. fire protection and prevention.
- C. garbage and trash collection and disposal.
- D. conducting recreation, sport, craft and cultural programs of interest to Owners, their families, tenants and guests.
- E. protection and security, including, but not limited to, the employment of security guards within the Properties and operation of a guardhouse.
- F. maintenance of electronic and other security devices.
- G. installation, operation and maintenance of cable television facilities.

Section 3. Powers and Duties. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws and this Declaration and shall include, but not be limited to, the following:

- A. The irrevocable right of access to each Residence at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Properties therein or accessible therefrom or another Residence or at any hour for making emergency repairs necessary to prevent damage to the Common Properties or to another Residence.
- B. The power to levy and collect Assessments from Owners and to lease, maintain, repair and replace the Common Properties.
- C. The keeping of accounting records in accordance with good accounting practices which records shall be open to inspection by Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Owners or their authorized representatives.
- D. The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Properties. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain, preserve, repair and replace the Common Properties, but shall not relieve each Owner from his personal responsibility to maintain and preserve the interior surfaces of

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his Residence and to paint, clean, decorate, maintain and repair said Residence. Each Owner, by his acceptance of the deed to his Residence, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Directors and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

E. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Properties, and for the health, comfort, safety and welfare of the Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Declarant without the prior written consent of the Declarant.

F. The power to purchase Residences and to acquire, hold, lease, mortgage and convey the same.

#### ARTICLE VII INSURANCE

Section 1. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Properties together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Owners, without naming them, and as agent for their Mortgagees.

A. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses there-

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under by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

B. For purposes of this and the following Article, all buildings within the Properties shall collectively be deemed one Building and shall include any additional buildings as a part thereof which may hereafter become a part of the Properties.

#### Section 2. Coverage.

A. Casualty. All buildings and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Properties shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Directors. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph (b) including, but not limited to, vandalism and malicious mischief.

B. Public liability in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Owners as a group to a Owner.

C. Worker's compensation insurance meeting all the requirements of the laws of Florida.

D. Directors and officers liability insurance, if available.

E. Such other insurance as the Board of Directors shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Residence or insures to the holder thereof the payment of the same.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Owners as part of the Common Expenses.

Section 4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the

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benefit of the Association, the Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Directors and which shall be a bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

A. Common Properties. Proceeds on account of damage to Common Properties - an undivided share for each Owner, such share being the same as the undivided share in the Common Expenses appurtenant to his Residence.

B. Residences. Proceeds on account of damage to Residences shall be held in the following undivided shares:

(1) When the Building is to be restored, for the owners of damaged Residences in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(2) When the Building is not to be restored, an undivided share for each Owner, such share being the same as the undivided share in the Common Expenses appurtenant to his Residence.

C. Mortgages. In the event a Mortgagee endorsement has been issued as to a Residence, the share of that Owner shall be held in trust for the Mortgagee and the Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Owner and Mortgagee pursuant to the provisions of this Declaration.

Section 5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

A. Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

B. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the

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remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Residence and may be enforced by such Mortgagees.

C. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Residence and may be enforced by such Mortgagees.

D. Certificate. In making distributions to Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Owners and their respective shares of the distribution.

Section 6. Association as Agent. The Association is hereby irrevocably appointed agent for each owner, for each holder of a mortgage or other lien upon a Residence and for each owner of any other interest in the Properties with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Owner's Obligation. Each Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his Residence, and casualty insurance on the contents within said Residence. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase.

#### ARTICLE VIII RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Properties. If the damaged improvement is a Common Properties, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that this Declaration shall be terminated.

**B. Building:**

(1) Lesser damage. If the damaged improvement is the Building, and if Residences to which 50% or more of the Common Properties are appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that this Declaration shall be terminated.

(2) Major damage. If the damaged improvement is the Building, and if Residences to which more than 50% of the Common Properties are appurtenant are found by the Board of Directors to be untenable, the damaged property shall neither be reconstructed nor repaired and this Declaration shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of 85% of the Common Properties agree in writing to such reconstruction or repair.

C. Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building; or, if not, then in accordance with plans and specifications approved by the Board of Directors and, if the damaged property is the Building, by the owners of not less than 75% of the Common Properties, including the owners of all damaged Residences whose approval shall not be unreasonably withheld.

Section 3. Responsibility. If the damage is only to those portions of a Residence or Residences for which the responsibility of maintenance and repair is that of the Owner(s), then the Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

Section 4. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, of if at any time during reconstruction and repair, or upon completion of reconstruction

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or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Owners who own the damaged Residences and against all Owners in the case of damage to Common Properties, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Owners for damage to Residences shall be in proportion to the cost of reconstruction and repair of their Residences, and Assessments on account of damage to Common Properties shall be in proportion to the owners' share in the Common Properties.

Section 6. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from Assessments against Owners, shall be disbursed in payment of such costs in the following manner:

(A) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000.00, the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(B) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association-Under \$5,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association-Over \$5,000.00. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors upon approval of an architect

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qualified to practice in Florida and employed by the Association to supervise the work.

(3) Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Owner shall be paid by the Insurance Trustee to the Owner and, if there is a Mortgagee endorsement as to such Residence, then to the Owner and the Mortgagee jointly.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution or insurance proceeds to a Owner; and, further provided that when the Association or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

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ARTICLE IX  
EASEMENTS

Section 1. Utilities. The Properties shall be subject to such easements as may be determined in the sole discretion of Declarant for utilities including, but not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration.

Section 2. Declarant. Declarant hereby reserves such easements as it deems necessary in order to exercise its rights hereunder.

Section 3. Service. Declarant hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant to service the Properties, and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation.

Section 4. Lot Line Encroachments. Certain dwellings constructed on the Properties may be situate so that an exterior wall of any such dwelling is located upon or immediately adjacent to the boundary line between the Residence upon which said dwelling is located and an adjoining Residence. In all such cases, said adjoining Residence shall be subject to an easement and right of ingress and egress in favor of the Owner of the Residence upon which said dwelling is located which easement shall be for the purpose of performing proper and normal maintenance upon said wall. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration. Certain dwellings constructed on the Properties may be situate so that portion of the roof of any such dwelling may overhang an adjoining Residence by not more than any distance allowed by the City of Coconut Creek Code of Ordinances. In all such cases, said adjoining Residence shall be subject to an easement and right in favor of the Owner of the Residence upon which any such dwelling is situate which easement and right shall be for the purposes of (a) permitting the existence of said roof overhang and (b) allowing ingress and egress for the performance of proper and normal maintenance to said roof overhang. However, no exercise of any such easement

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and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration.

Section 5. Association. Such easements throughout the Properties as may reasonably be necessary for the Association to perform its services required and authorized hereunder are hereby granted in favor of the Association.

Section 6. Execution. To the extent that the creation of any of the easements described in this Article requires the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Residences, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

#### ARTICLE X FURTHER RESTRICTIONS

Residences shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with rules and regulations of the Association. No person under the age of eighteen (18) years shall be allowed to permanently reside in or occupy a residence for more than ninety (90) days in any twelve (12) month period. Notwithstanding the foregoing age restriction, same shall be inapplicable to any property which is annexed to the Properties in accordance with Article XI below in the event that the instrument which so annexes said property states that the foregoing age restriction shall not apply to said property.

#### ARTICLE XI ADDITIONS TO THE PROPERTIES

Section 1. Annexation. The Declarant and any other person approved in writing by the Declarant may, from time to time and in the Declarant's sole discretion, annex to the Properties all or any portion of the real property described in Exhibit "B" attached hereto owned by such person; provided, however, that under no circumstances shall the Declarant be required to make or approve any such annexations, and no portion of the real property described in Exhibit "B" shall be subject to or encumbered by this Declaration until such time as said portion is annexed to

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the Properties in accordance with the provisions of this Article. Upon any such annexation, the real property so annexed shall be subject to all of the terms, conditions, provisions, limitations, assessment and lien rights, easements and restrictions contained in this Declaration, except as such matters in this Declaration may be modified by Declarant with respect to said real property.

Section 2. Method of Annexation. Any annexation in accordance with this Article shall either be made by recording a supplementary Declaration of Covenants, Conditions and Restrictions in the Public Records of Broward County, Florida, which shall subject the real property described therein to the terms and conditions of this Declaration, or by stating in any instrument by the Declarant that said instrument is and shall be subject to this Declaration as recorded in the Official Records of Broward County, Florida.

#### ARTICLE XII RIGHTS OF DECLARANT

Notwithstanding anything herein to the contrary, Declarant shall, so long as it owns any portion of the Properties, have the right to do as follows:

A. Use, occupy, demonstrate and show all portions of the Common Properties for the purpose of promoting and aiding in the development, marketing, sale or rental of any portion of the Properties owned by it. Only for purposes of this paragraph, the meaning of "Properties" shall also include the meaning of same as defined in the Master Declaration.

B. Display and erect signs, billboards and placards upon the Common Properties and any portion of the Properties owned by it.

C. Operate and maintain sales offices and related facilities upon the Common Properties and any portion of the Properties owned by it.

#### ARTICLE XIII ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner or the

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Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successors or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action against a member of the Association other than the Declarant to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the rules and regulations of the Association, upon a finding by a court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Residence of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

#### ARTICLE XIV GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Company and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of members of the Association and two-thirds (2/3) of the Institutional Lenders are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a

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meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended only as follows:

A. The Declarant may amend this Declaration without the consent of the members at any time that it shall be in control of the Association.

B. Thereafter, this Declaration may be amended provided that three-fourths (3/4) of the votes cast by the members present at a duly called and held meeting of the Association vote in favor of the proposed amendment.

C. No amendment shall be passed which impairs or prejudices the rights of Institutional Lenders or the Declarant.

D. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Broward County, Florida.

Section 3. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the members of the Association is called to take action under Section 2 of this Article, the presence at the meeting of the members or proxies entitled to cast a majority of the total vote of the members shall be required.

Section 4. Notices. Any notice required to be sent to any member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when

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mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Broward County, Florida. Notice to one of two or more co-Owners of a Residence shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Declaration. Should the members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for Broward County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court for Broward County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds, if any, from Common Properties shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses.

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Section 9. Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 10. Context. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 11. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

Section 12. The Township. Declarant, formerly known as Tartan Minto Corporation, a Florida corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions of the Township in Official Records Book 8760 at Page 924 ("Master Declaration"), and that certain Declaration of Class "B" Residential Covenants, Conditions and Restrictions in Official Records Book 8760 at Page 973 ("Class "B" Declaration"), all of the public records of Broward County, Florida. Article II of the Master Declaration and Article II of the Class "B" Declaration both provide that the Properties may be subjected to said declarations by filing in the public records of Broward County, Florida such supplemental declarations as the Declarant may decide, thereby extending the operation and effect of said declarations to the Properties. Accordingly, Declarant does hereby declare that the Master Declaration and Class "B" Declaration, and the covenants, conditions and restrictions contained therein shall be covenants running with the Properties, shall be binding upon all parties having and/or acquiring any right, title or interest in the Properties or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time owning or holding an interest in the Properties.

Section 13. Miscellaneous. Except as provided by statute in case of condemnation or substantial loss to the Residences and/or Common Properties, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Declarant) have given their prior written approval, the Association shall not be entitled to:

A. By act or omission seek to abandon or terminate this Declaration;

B. Change the pro rata interest or obligations of any individual Residence for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

C. Partition or subdivide any Residence;

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D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Properties. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Properties by the Owners shall not be deemed a transfer within the meaning of this clause.);

E. Use hazard insurance proceeds for losses to any portion of the Properties for other than the repair, replacement or reconstruction of such portion.

F. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$25.00 per day for each day that such Owner continues to violate any of the requirements of this Declaration after having been notified by the Association of such violation.

So long as the Declarant owns one or more Residences, the Association shall take no action which, in the Declarant's opinion, would adversely affect the Declarant's marketing program with respect to Residences or other residential dwelling units.

Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Declarant as well as any person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Residences owned by the Declarant or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Declarant.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 2<sup>nd</sup> day of September, 1983.

Signed, sealed and delivered  
in the presence of:

J. Miller  
Prochaska Jh

MINTO BUILDERS (FLORIDA), INC.  
a Florida corporation (SEAL)

By: Michael J. Miller  
President

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STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

THE FOREGOING INSTRUMENT was acknowledged before me this 2nd day of Sept, 1983, Michael Greenberg, President of MINTO BUILDERS (FLORIDA), INC., a Florida corporation, on behalf of the corporation.

James V. Russell  
NOTARY PUBLIC, State of Florida

My Commission Expires:

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BY-LAWS OF  
GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

- of -

GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I  
GENERAL

Section 1. Name. The name of the corporation shall be GINGER TREE HOMEOWNERS' ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be Township Center, 2400 North Lyons Road, Coconut Creek, Florida 33066, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for GINGER TREE, which is or shall be recorded in the Public Records of Broward County, Florida, ("Declaration"), and the words "Properties," "Residence," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE II  
DIRECTORS

Section 1. Number and Term. During such period of time as the Declarant controls the Association in accordance with these By-Laws and the Declaration, the Board of Directors shall consist of three (3) members who need not be members of the Association. Thereafter, the number of directors ("Directors") which shall constitute the Association's Board of Directors shall be equal to the number of condominiums within the Properties but in no event less than three (3). The association for each such condominium shall select, prior to each annual meeting of the Association, an individual who shall serve for a term of one (1) year or until his successor shall have been selected by said association. In the event that there are less than three (3) such condominiums at the time of an annual meeting of the Association, the Members of the Association shall elect the remaining director(s) at such meeting. After the Declarant has released control of the Association, no person who is not a member of the Association shall serve as a Director thereof.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold

office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Section 3. Removal. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members who selected same. A special meeting of the Members to remove a Member of the Board of Directors may be called by holders of ten percent (10%) of the total votes of such Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Declarant. If any Director fails to pay any assessment levied against him by the Board of Directors, whether regular or special assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect annual and individual assessments.
- B. To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Properties.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- E. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.
- F. To employ and compensate such personnel as may be required for the maintenance and preservation of the Properties.

G. To make reasonable rules and regulations applicable to all members.

H. To contract for the management of the Properties and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.

I. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

J. To perform the services authorized or required of the Association pursuant to the Declaration or the Articles of Incorporation.

Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

A. The first meeting of each Board of Directors newly installed by the Members shall be held immediately upon adjournment of the meeting at which they were installed, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Properties at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. In the event of a deadlock, the chairman of the Board of Directors, selected by the Directors, shall abstain from voting on the issue giving rise to the deadlock.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 8. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Residence, which account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

### ARTICLE III OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any

time by action of the Board of Directors, which may delegate such powers to any officer. In the event that any officer fails to pay any assessment levied by the Board of Directors, whether regular or special assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

#### Section 4. The President.

A. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary and the Assistant Secretary or the Treasurer.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

#### Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents of which a seal is required and the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

#### Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond, in a sum and with one (1) or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV  
MEMBERSHIP

Membership and change of membership shall be in accordance with the Declaration.

ARTICLE V  
MEETINGS OF ASSOCIATION

Section 1. Place. All meetings of the Association shall be held at such place as may be stated in the notice of the meeting.

Section 2. Meeting.

A. The first annual meeting of Members shall be held during the last two (2) weeks in the first March after the first recordation of a Declaration unless such meeting shall be less than six (6) months after such recordation, in which event the first annual meeting of Members shall be held during the last two (2) weeks of the month which is not less than eleven (11) months nor more than twelve (12) months after the first recordation of a Declaration.

B. Regular annual meetings subsequent to the first meeting shall be held during the last two (2) weeks of every February.

C. At the annual meetings, the Members or those voting on their behalf, by a majority vote (cumulative voting prohibited) shall install a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed (with mailing certificate retained by the Association) to each Member entitled to vote, or that person voting on his behalf, at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen (14) days prior to the meeting.

Section 3. Voting List. At least fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any person entitled to vote throughout such time.

#### Section 4. Special Meetings.

A. Special meetings of the Association, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of those persons entitled to vote holding one-third (1/3) of the total votes. Should the President fail to call such a special meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of the Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Association at least seven (7) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least seven (7) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Members owning a majority of the total Residences, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat shall adjourn the meeting and notify the Members in accordance with these By-Laws of the adjourned meeting. At any such subsequent and duly noticed meeting, a quorum shall consist of Members owning one-third (1/3) of the total Residences present in person or by proxy.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Proxies. All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting.

**AMENDMENT TO THE BY-LAWS OF GINGER TREE HOMEOWNERS'  
ASSOCIATION, INC.**

Additions indicated by underlining, deletions indicted by -----.

**ARTICLE V  
MEETINGS OF ASSOCIATION**

**Section 7. Proxies.** All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. No one person shall be entitled to file more than one proxy. The proxy shall be valid only for such meeting or meeting subsequently held pursuant to an adjournment of that meeting.

Section 8. Waiver and Consent. Whenever the vote of Members or persons on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Installation of Directors.
- H. Elections.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

#### ARTICLE VI NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice--Waiver. Whenever any notice is required to be given under the provisions of the Florida Stat-

utes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is Township Center, 2400 North Lyons Road, Coconut Creek, Florida 33066, or at such other place as may be subsequently designated by the Board of Directors.

## ARTICLE VII FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

## ARTICLE VIII CONVEYANCE TO ASSOCIATION

The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

## ARTICLE IX ASSESSMENTS

Assessments shall be levied and collected in accordance with the provisions of the Declaration.

ARTICLE X  
AMENDMENT

A. Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the votes cast at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these By-Laws to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these By-Laws.

ARTICLE XI  
DECLARANT CONTROL OF ASSOCIATION

Notwithstanding anything herein to the contrary, until the year 1995 or sooner as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein. It is the intent of this section that the Declarant shall possess exclusive control of the Association until expiration of the stated period.

ARTICLE XII  
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of GINGER TREE HOMEOWNERS ASSOCIATION, INC., at the first meeting of its Board of Directors.

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SECRETARY

APPROVED:

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PRESIDENT

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## RULES AND REGULATIONS

-of-

### GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

In addition to the provisions of the Declaration of Covenants, Conditions and Restrictions of GINGER TREE (the "Declaration"), and the Articles of Incorporation and By-Laws of Ginger Tree Homeowners' Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Residences, Common Properties, Owners, the Properties, any building (as same terms are defined in the Declaration) and the conduct of all residents thereof whether the same are Owners, approved lessees, or the guests of Owners or lessees:

(1) In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all of the Common Properties, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Bicycles may be stored only in Residences or in other specifically designated areas.

(2) Owners shall store personal property within their respective Residences and designated storage areas.

(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any part of the Common Properties. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Properties, no Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Residence, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

(5) No vehicles other than automobiles shall be permitted to park within the Properties, except for the purpose of making deliveries or providing repair services to a Residence. For purposes of this rule, "automobile" does not include any type of van, camper, truck, etc. No vehicle which cannot operate on its own power shall remain within the Properties for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies.

(6) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Properties by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(7) Servants and domestic help of the Owners may not gather or lounge in the Common Properties.

(8) In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Properties by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Residence in such a manner as to disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(9) No radio or television installation may be permitted in a Residence which interferes with the television or radio reception of another Residence. No antenna or aerial may be erected or installed on the roof or exterior walls of any building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

(10) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Properties without the written consent of the Board.

(11) In order to protect the Properties, each Owner who plans to be absent from his Residence during the hurricane season must prepare his Residence prior to his departure by:

(a) Removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and

(b) Designating a responsible firm or individual to care for his Residence should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(12) In order that the buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Owner

place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board, and further, when approved, subject to the Rules and Regulations adopted by the Board.

(13) No fences may be erected upon the Properties.

(14) Pets belonging to Owners who have signed a pet permission agreement and which have been approved by the Association will be allowed within the Properties subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) No animal weighing in excess of twenty (20) pounds may be brought or kept upon the Properties.

(d) Each animal brought or kept upon the Properties shall be at all times under the control of its Owner.

(e) Each Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Properties.

(f) No animal shall be allowed to constitute a nuisance.

(15) In case of any emergency originating in, or threatening any Residence, the Board or any other person authorized by it shall have the immediate right to enter such Residence for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Residence is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have a master key to fit the door locks to all Residences. If an Owner wants a second lock installed as additional security, said Owner shall deposit with the Board a duplicate key for the second lock.

(16) No one other than persons authorized by the Board shall be permitted at any time on the roof of any building.

(17) There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

(18) No waterbeds are to be brought into any Residence for any reason whatsoever.

(19) No fires, cooking devices or other devices which emit smoke or dust, other than any which may be installed by the Developer, shall be allowed on any balcony.

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Exhibit A

Tract 25 of Tartan Coconut Creek Phase II,  
according to the plat thereof recorded in  
Plat Book 109, page 12, Public Records of  
Broward County, Florida.

OFF 1121pg 432

Exhibit B

The following tracts of Tartan Coconut Creek Phase II according to the Plat thereof recorded in Plat Book 109, Page 12, Public Records of Broward County, Florida:

Tract	15
Tract	16
Tract	17
Tract	18
Tract	19
Tract	20
Tract	21
Tract	27
Tract	28
Tract	29
Tract	30

REC 11121 PG 433

RECEIVED  
T. JOHNSON  
BROWARD COUNTY  
PUBLIC RECORDS BOOK

GINGER TREE HOMEOWNERS' ASSOCIATION, INC.

August 18, 1986

RULES AND REGULATIONS REGARDING PARKING-EFFECTIVE IMMEDIATELY

(RETAIN FOR FUTURE REFERENCE)

TO: (All Residents of Ginger Tree

FROM: Board of Directors of Ginger Tree Homeowners' Association, Inc.

The Board of Directors requests your cooperation in complying with the parking rules listed below, designed to resolve the problem of limited parking space and to maintain the appearance of our village and the Township. However, only your courtesy toward and consideration of your neighbors will make the system work.

Vehicles which are parked on the Ginger Tree common properties (which is private property) without permission, may be removed by order of the Board of Directors or their agent. A prominently placed "Tow Away" sign at the driveway access to Ginger Tree gives specific details as to the towing company utilized to remove unauthorized vehicles. Vehicles in violation of the rules are parked without permission and are subject to being towed without prior notice and at the vehicle owner's expense.

1. Generally, vehicles should be parked in their assigned spots.
2. No parking spaces can be made available for vehicle storage. A vehicle without a current registration will be considered stored even when kept in an assigned space. Vehicles that are rarely moved may not be kept in guest spots.
3. Based on limits in certificates of occupancy, no individual unit may be issued more than two (2) Ginger Tree permits. No more than one of these vehicles may be parked in a guest space.
4. These areas may not be utilized for parking:
  - a. Areas posted for "No Parking".
  - b. The turnabout area in front of 3310 and 3312.
  - c. Next to fire hydrants.
  - d. On sidewalks.
  - e. In front of dumpster doors.
  - f. In front of parked vehicles.

The grassy areas behind the dumpster enclosures in the North and South cul-de-sacs and opposite #3244 may be used for guest parking when all other spaces have been filled.

5. The parking of trucks, campers, trailers, mobile homes, buses, storage vehicles is prohibited except for vehicles needed for legitimate repairs or maintenance during normal working hours.
6. Vehicles without Ginger Tree parking permits are normally expected not to park overnight. However, if such a vehicle will be parked on the Ginger Tree property for more than a brief period, i.e., two days, the unit owner or legal lessee should apply for a guest parking permit. No guest permit will be issued for prohibited vehicles as outlined in item 5. Residents whose guests visit with prohibited vehicles will have to make parking arrangements outside of Township. The Association cannot be held responsible for resolving this type of problem, nor be expected to accept prohibited vehicles.
7. Generally, only vehicles with parking permits may park in assigned parking spots.