

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS RELATING TO
MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC.

Text to be added is underlined; text to be deleted is ~~stricken through~~

This Certificate of Amendment is executed this 3rd day of May 2011, by MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original Declaration of Covenants is recorded in the official records of Broward County, Florida in OR Book 8461 at page 705.

The purpose of the May 3, 2011 meeting was to again amend Article 11 of the Declaration. It had been amended May 5, 2009, with that amendment being recorded in OR Book 46249 at page 815.

The amendment shown below was duly adopted in accordance with the provisions of Article 18 of the Declaration at the ASSOCIATION'S Special Members' Meeting on May 3, 2011.


Article 11 of the Declaration, which was once amended May 5, 2009, was again amended on May 3, 2011 to add the following underlined language about leasing to the last sentence of that May 5, 2009 amendment:

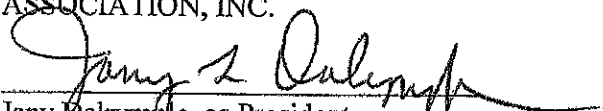
"11. ASSOCIATION MEMBERSHIP. Similarly, board approval is required before a home can be leased and before a lease applicant moves into the home. The approval process includes the same background investigation described earlier in this paragraph. "Lease" is defined as any relationship under which a person resides in the home in the Lot Owner's absence and does not require the payment of money to qualify as such. No Lot can be leased until the Owner has owned the Lot for twenty-four months, and the written approval of the Board of Directors is required before the lease is approved. No tenant can move into a Lot without the Board's written approval. For purposes of this section, anyone residing in a home in the absence of the Lot Owner will be deemed a tenant, regardless of whether or not rent is being paid. The following


people, however, may reside in the unit without being so classified as long as they provide documentation of the relationship: parent, spouse, sibling, child."

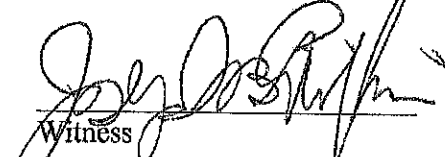
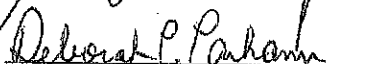
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

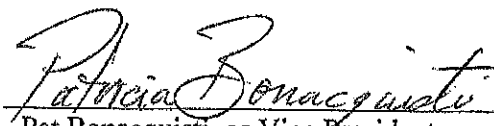
MAPLE LEAF PATIO VILLAS AT
SPRINGTREE HOMEOWNERS
ASSOCIATION, INC.


Witness

By: 
Jany Dalrymple, as President


Witness


Witness

Witness

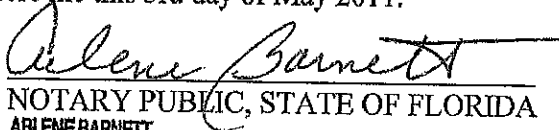
By: 
Pat Bonacquisti, as Vice President

STATE OF FLORIDA }
 } ss
COUNTY OF BROWARD }

BEFORE ME, the undersigned authority, this day personally appeared JANY DALRYMPLE as President of MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., and PAT BONACQUISTI, as the Association's Vice President, who are personally known to me to have executed this Certificate of Amendment to

the Declaration of the Association in the above capacities.

SWORN TO and SUBSCRIBED before me this 3rd day of May 2011.


NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:



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

THIS INSTRUMENT PREPARED BY:
CHERYL J. LEVIN, ESQ.
CHERYL J. LEVIN, P.A.
COURTYARD BUSINESS CENTER
4694 NW 103rd Avenue
Sunrise, Florida 33351
(954) 742-9034

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO
MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC.

Text to be added is underlined; text to be deleted is ~~stricken through~~

This Certificate of Amendment is executed this 5th day of May 2009, by MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNER'S ASSOCIATION, INC., (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original Declaration of Covenants, Conditions and Restrictions is recorded in the official records of Broward County in OR Book 8461 at page 705. The following amendments to Article 11 of the Declaration, to Article 2, Section E and Articles 3 and 12 of the Articles of Incorporation, and to Article 7 of the Bylaws were duly adopted pursuant to the requirements of Articles 18 of the Declaration; to Article 11 of the Articles of Incorporation; and to Article 12 of the Bylaws, respectively, at the ASSOCIATION'S Reconvened Annual Meeting on April 7, 2009 (reconvened from March 8, 2009 (by adding the following underlined language to each article):

Article 11 of the Declaration was amended to add the following underlined language:

"11. ASSOCIATION MEMBERSHIP. Every owner of a Lot as defined herein shall automatically become a member of the Association after having been interviewed by the Board or a board-appointed committee and approved for purchase by the Board. The interview process requires the applicant to pay for a background investigation that includes a report on the applicant's criminal and credit history. The Board has the authority to require board approval of a purchase before the applicant can move into the home. When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by the owner thereof designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. Notwithstanding the foregoing, Declarant, its successors and assigns, shall not be required to file such a certificate in order to vote its votes. Similarly, board approval is required before a home can be leased and before a lease applicant moves into the home. The approval process includes

the same background investigation described earlier in this paragraph. "Lease" is defined as any relationship under which a person resides in the home in the Lot Owner's absence and does not require the payment of money to qualify as such."

Article 3 ("Qualification of Members and Manner of Their Admission") of the Articles of Incorporation was amended to add the following underlined language to the first sentence:

"The members of this corporation shall constitute all of the record owners of Lots in the Subdivision who were approved for ownership by the Board of Directors pursuant to the procedures outlined in Article 11 of the Declaration and pursuant to rules the Board adopted to implement that provision.."

Article 12 ("Power") of the Articles of Incorporation was amended to add the following to the list of powers conferred on the Board:

"J. The power to interview applicants for purchase and lease of homes at Maple Leaf; the authority to require board approval before a purchase or lease agreement is made and before occupants move into the homes, and the power to require purchase and lease applicants to submit to background investigations (including criminal and credit), and to require them to pay a fee (in an amount no higher than that allowed by law) for the cost of the background investigations."

Article 7.A of the Bylaws was amended to add the following power to those already conferred on the Board:

7. POWER AND DUTIES OF THE BOARD OF DIRECTORS.

"A. The board shall have the power to:.... (g) interview applicants for purchase and lease of homes at Maple Leaf; the authority to require board approval before a purchase or lease agreement is made and before occupants move into the homes, and the power to require purchase and lease applicants to submit to background investigations (including criminal and credit), and to require them to pay a fee (in an amount no higher than that allowed by law) for the cost of the background investigations."


Article 2, Section E of the Articles of Incorporation, as amended in March 1991 by Certificate of Amended dated March 30, 1995 (recorded in OR Book 23471 at page 150) was again amended to change the Board's spending limit from \$ 500 to \$2500, adding the following underlined language and deleting the language stricken through:

"2. PURPOSES. The corporation is organized as a corporation not for profit under the provisions of chapter 617 of the Florida Statutes. The purposes for which the corporation is organized are:

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, not to exceed a ~~\$500~~ \$ 2500.00 expenditure on any single area, ¹ with approval granted by a simple majority vote of the Board of Directors. In case of an emergency, ² an expenditure exceeding ~~\$500~~ \$2500.00 can be made by a majority vote of the Board of Directors. All other expenditures require sixty (60%) per cent of the members' approval, either by vote at a meeting duly called or in writing. The ~~\$500~~ \$ 2500.00 expenditure limit does not apply to service-related contracts...."

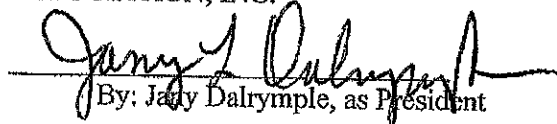
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

MAPLE LEAF PATIO VILLAS AT
SPRINGTREE HOMEOWNERS'
ASSOCIATION, INC.



witness

PATRICIA CABANILLAS


By: Jany Dalrymple, as President

Lucinda L. Williams
Witness
Witness

Celia Francis
by: Celia Francis, as Secretary

STATE OF FLORIDA }
 }ss
COUNTY OF BROWARD }

BEFORE ME, the undersigned authority, personally appeared JANY DALRYMPLE and CELIA FRANCIS, as President and as Secretary, respectively, of MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS' ASSOCIATION, INC., who are personally known to me to have executed this Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of the Association in their above capacities.

SWORN TO and SUBSCRIBED BEFORE ME this 5 day of May 2009.

Arlene Barnett
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:



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

Approved 4/7/09

MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION,
INC.

LIMITED PROXY

(TO ESTABLISH A QUORUM AND TO VOTE ON THE ISSUE STATED BELOW)

INSTRUCTIONS: If you do not plan to be present for the meeting, it is important that you complete and return this proxy so that a quorum can be obtained. Please fill in your unit number, your home address, and the name of the person you desire to vote on your behalf, the way you wish your vote to be cast for the issue(s) listed below, sign, and return this proxy by mail SO THAT IT REACHES J & L Property Management, Inc., 10191 West Sample Road, Suite 203, Coral Springs, Florida 33065 no later than Friday, April 3, 2009. If the Association has on file a Voting Certificate for the unit, only the voter named in that Voting Certificate may sign this proxy.

I/We, the undersigned, being either all the owners of, or the person designated to vote by a valid Voting Certificate for, Unit/Lot _____, MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., and who resides at _____, Sunrise, Florida, do hereby constitute and appoint as my attorney-in-fact, the secretary of MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., his/her designee, or _____, to appear, represent, and cast votes only as I specifically instruct in reference to the following matters.

This proxy is for the purposes of the Annual Meeting of the membership to be held on Thursday, April 7, 2009, at 7:00 p.m. at the Maple Leaf Patio Villas Pool Area, or any adjournment thereof, but in no event longer than 90 days after the date of the meeting indicated herein.

This proxy is granted because the undersigned will not be present for the aforementioned meeting. This proxy can be revoked at any time at the pleasure of the undersigned. The proxy holder may appoint, in writing, a substitute to act in his/her place.

I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following matters only as instructed below.

1. Should Article 2, Section E ("Purposes") of the Articles of Incorporation (last amended in March 1995) be amended to raise the amount a board can spend without unit owner approval from \$ 500.00 to \$ 2500.00?

37 Yes

_____ No

2. Should amendments be made to Article 11 of the Declaration; Articles 3 and 12 of the Articles of Incorporation, and Article 7 of the Bylaws to (1) confer the authority on the Board to interview applicants for purchase/lease, (2) to confer authority on the board to require board approval before purchase or lease agreements are made and before the occupants move in, and (3) to require that the applicants submit to background investigations (including credit and criminal) and that they pay a fee (in an amount no higher than that allowed by law) for the cost of the background investigations on the applicants?

37 Yes

_____ No

For all issues not requiring, by law, the use of a limited proxy, I hereby authorize and instruct my proxy to use his or her best judgment on all such matters.

The undersigned ratifies and confirms any and all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and hereby revoke all prior proxies previously executed.

DATE this _____ day of _____, 2009.

UNIT OWNER or DESIGNATED VOTER
SIGNATURE

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____
to substitute for me in the proxy set forth above.

DATED this _____ day of _____, 2009.

Proxy Holder

G:\Amendments\Limited Proxy\Maple Leaf\ Screening and Raising Limit.

85-228055

CERTIFICATE OF AMENDMENT

TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO MAPLE LEAF PATIO VILLAS AT SPRINGTREE

(As originally recorded in Official Records Book 8561 at Page 705
of the Public Records of Broward County, Florida)

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions were duly adopted in the manner provided in Article 18 of the Declaration of Covenants, Conditions and Restrictions, that is by proposal of the Board of Directors and written approval by sixty (60%) percent of the members of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 24
day of May, 1982, at SUNRISE, Broward County,
Florida.

By: Philip Brochman
President

Attest: Ruth Salas
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 24th day of May, 1985, personally appeared
that they executed the foregoing Certificate of Amendment for
the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above
written.

My Commission Expires:

Bernice M. Kay
Notary Public
NOTARY PUBLIC STATE OF FLORIDA
COM. EXPIRES 12/31/87
BROWARD COUNTY

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6120 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

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AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO MAPLE LEAF PATIO
VILLAS AT SPRINGTREE

7. Maintenance of Property.

D. Fences. ~~The Unit Owner who has a fence on the lot line shall maintain the fence and shall paint, stain, repair and replace same from time to time as needed as determined in the sole discretion of the Board. Any fence along Lot line shall have a six (6) foot rear setback. An easement is hereby created for any Unit Owner who has a fence on his lot line to cross over the lot line to maintain the exterior portion of the fence.~~

The Association shall be responsible for the maintenance and repair of all exterior wood and repainting of stucco surfaces.

EXHIBIT A

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

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RELATING TO
79-292709 MAPLE LEAF PATIO VILLAS AT SPRINGTREE

All of Tract 12 of SPRINGTREE, according to the plat thereof, recorded in Plat Book 75, page 49, of the Public Records of Broward County, Florida (herein after the "Property" or "subdivision"),

W I T N E S S E T H :

WHEREAS, Declarant plans to develop the Property by constructing residential townhouse dwelling units on the respective lots therein, and by making certain improvements to the Common Areas as herein provided; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, Declarant deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS. As used in this Declaration of Covenants, Conditions and Restrictions (herein Declaration), the following words have the following meanings:

A. ASSOCIATION shall mean and refer to MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto and made a part hereof as Exhibits A and B, respectively.

B. BOARD shall mean the Board of Directors of the Association.

C. DECLARANT shall mean MAPLE LEAF CONSTRUCTION, LTD., a Florida Limited Partnership, its successors and assigns.

D. LOT shall mean and refer to any parcel of land within the Property which has been or shall be improved with a townhouse residential structure as per Survey, Exhibit "C" hereto, showing the proposed breakdown of lots and being a proposed site plan of the property.

E. IMPROVED LOT shall mean a lot upon which there has been constructed a townhouse unit, for which a valid Certificate of Occupancy has been issued by applicable Governmental authority.

F. DWELLING UNIT shall mean and refer to any townhouse unit constructed on any lot.

Return to:
→ JAMES L. KINCH, ESQ.
3081 NW COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33309

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PAGE 705

91.00
8.

G. LOT OWNER shall mean the holder or holders of the fee title to a lot as herein defined.

H. COMMON AREAS shall mean all real property including any improvements thereto, owned by the Association for the common use and enjoyment of the owners or property which Lot Owners have a right of easement and enjoyment in and to. Said Common Areas are legally described as follows:

SEE EXHIBIT "D" ATTACHED HERETO AND
MADE A PART HEREOF BY REFERENCE

I. INSTITUTIONAL LENDER shall mean and refer to any bank, insurance company, FIIA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any Lot or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

J. COMMON EXPENSE OR COMMON EXPENSES shall mean:

- (1) Expenses of administration of the Association;
- (2) Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
- (3) Any valid charge against the subdivision as a whole.

Common Expenses shall not include the cost of water and sewer service to an improved lot.

2. RESIDENTIAL USE. All lots are restricted to the use of a single family, its household, servants and guests. Only one dwelling unit may be built on one lot. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a unit; otherwise no portable buildings or trailers may be placed on a lot. No building shall be enlarged by additions thereto or by screening in of a portion of the improved property or lot or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the Board, which approval shall be granted or withheld at its sole discretion. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval by the Board, which approval shall be granted or withheld at their sole discretion.

3. OWNERS' EASEMENTS AND ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas, as elsewhere defined herein; such right and easement shall be appurtenant to and shall pass with the title to every lot, subject however, to the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

4. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described Lots; however, notwithstanding this restriction, the Declarant and its assigns shall not be prohibited from operating a sales model or office on the described Lots.

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PAGE 706

5. LAWNS, LANDSCAPING, FENCES, WALLS, HEDGES, CLOTHES
POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING,
HURRICANE OR STORM SHUTTERS AND COLOR OF IMPROVEMENTS
INCLUDING BUT NOT LIMITED TO WALLS AND ROOFS.

All portions of a Lot not occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery, or other forms of landscaping except that initially installed by Declarant, shall be installed or maintained unless the same shall have first been approved in writing by the Board. The Board may arbitrarily withhold such approval. No walls, fences or hedges except those initially installed by Declarant, shall be permitted anywhere within the Subdivision except as approved in writing by the Board, which approval may be arbitrarily withheld. No outdoor clothes drying activities shall be conducted on any of the Lots. All garbage and trash containers and oil and gas tanks must be placed underground or in enclosed areas as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lots where express prior written approval of the size, shape, content, and location thereof has not been obtained from the Board, which approval may be arbitrarily withheld. Notwithstanding the foregoing, the Declarant shall have the right to place such signs upon the subject property as Declarant deems necessary and proper in its sole discretion in connection with the sale by Declarant of Lots and Improved Lots within the Subdivision including resales of the same. Unless prior written approval has been obtained from the Board and the Declarant, no exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described property. The parking or storage of automobiles and other motor vehicles except upon paved areas on the respective lots and in garages shall be prohibited. The parking or storage of boats and trailers, trucks in excess of one-half ton rated capacity, commercial vehicles, motor homes, campers and travel or other trailers upon any of the foregoing described property is prohibited, except in enclosed garages.

No hurricane and storm shutters shall be installed unless the same be of a type approved by the Board. The exterior color of all buildings and improvements upon all lots, including the roofs, shall remain the color initially designated and determined upon the construction of said improvement, provided, however, said color may be changed by an owner with the prior written approval of the Board being first had and obtained. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval by the Board, which approval shall be granted or withheld at their sole discretion.

6. PETS. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit. Unit Owners shall be permitted to own and keep dogs and cats (under 20 lbs.), and other small pets, including birds such as canaries or parakeets and fish, such as goldfish or tropical varieties, which may be kept by a Unit Owner in the Owner's respective apartment, provided that no such dogs, cats, birds and/or fish shall be raised for commercial purposes, and provided that they do not become a nuisance or annoyance to any neighbor. Provided, however, Unit Owners agree that in the event their pet is declared a nuisance in the sole discretion of the Board of Directors, that they will, within ten (10) days, upon written request, remove said pet from the Project. All dogs shall be kept on a leash by the respective Owners when out of the Owner's apartments. Owners shall only walk their dogs and/or cats in or on their respective Units or areas set aside and designated for such purpose by the Board of Directors.

7. MAINTENANCE OF PROPERTY. In order to maintain the standards of the Subdivision:

A. Lawn Maintenance and Spraying. The Association shall maintain, care for and replace all lawns and landscaping within the Property, as well as any portion of the lots. Accordingly, there is hereby reserved in favor of the Association the right to enter over, through and upon all of the Lots for the purpose of maintaining and caring for and replacing the lawns located thereon, the cost of which is hereby declared to be a Common Expense of the Association. Each owner of an Improved Lot in the Subdivision is hereby made liable to the Association for his assessed share, as hereinafter set forth, of such Common Expense. "Maintenance and care" within the meaning of this subparagraph (A) shall include mowing, trimming, pruning, edging, fertilizing, spraying and replacing of lawns and landscaping located thereon. In the exercise of its discretion in this regard, the Board shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the Subdivision. If the Board approves a request by an owner of a Lot to place upon said Lot trees, hedges, vines or other landscaping, the Board may determine to assess said owner an additional assessment for the maintenance of such trees, vines, hedges or additional landscaping or the Board may require the owner of the Lot to maintain such trees, hedges, vines or additional landscaping as it determines in its sole discretion. Should the Board determine to assess an owner for the maintenance of such trees, hedges, vines or additional landscaping, such assessment is not a Common Expense as herein defined, provided however, the lien provisions as set forth in this Declaration for Common Expenses shall also mean this assessment to the owner of the Lot.

B. Canal Maintenance. The Association shall maintain, care for and preserve all canals abutting the Common Property, in accordance with standards imposed by the appropriate governmental authority and an easement is hereby granted for the Association under and across any Lot to implement the foregoing purposes.

C. Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system, such system to be constructed over, under and upon all of the Lots and Common Areas, in the Property, accordingly, there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, under and upon all of said Lots, the cost of which is hereby declared to be a common expense of the Association. The owners of Improved Lots in the Subdivision shall be liable to the Association for their assessed share, as hereinafter set forth of such Common Expense including the cost of water distributed by the system on their respective Lots, if any. In order to maintain uniformity in the maintenance and care of the grass, the Board shall have the right to determine the time and frequency that watering shall be performed.

D. Fences. The Unit Owner who has a fence on the Lot line shall maintain the fence and shall paint, stain, repair and replace same from time to time as needed, as determined in the sole discretion of the Board. Any fence along Lot line shall have a six (6) foot rear setback. An easement is hereby created for any Unit Owner who has a fence on his Lot line to cross over the Lot line to maintain the exterior portion of the fence.

E. Maintenance Obligation of Lot Owners. Each Lot owner shall maintain in good condition and repair the interior of his townhouse (including without limitation, walls, paint on walls, windows, doors, shutters, roofs, downspouts) and the party walls, and shall keep same in good, safe, clean, neat and attractive condition. The Association shall maintain the exterior of the buildings. In the event the Lot Owner fails to keep the premises in said condition, the Declarant, its successors or assigns, or the Association shall have the right to

mail a fifteen-day written notice to the property address or the last known address of the Lot Owner, advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Declarant, its successors or assigns or the Association, the right but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The Declarant, its successors and assigns or the Association shall have the further right to assess the Lot Owner for the full cost of any services or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effects as the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

8. COMMON AREAS. The owner of each Improved Lot is hereby made liable to the Association for an equal prorata share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Common Areas and for other common expenses, including, without limitation, sewer and roads.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Common Areas.

9. ASSESSMENTS. Assessments for the payment of all common expenses shall be made for the calendar year annually, in advance, on December 1, preceding the year for which the assessments are made. All Common Expenses, except for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed equally to the Improved Lots.

Common Expenses for maintenance, including, without limitation, all lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed to the respective Lots equally, so that each Lot pays 1/56th of the share of such common expenses.

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the Association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

The Declarant for each Improved Lot owned by it and each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and

agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10) percent per annum, and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, 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 and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

10. PARTY WALLS. The rights and duties of Lot Owners with respect to party walls shall be governed by the following:

- A. Each wall which is constructed as a part of the original construction, any part of which is placed on a dividing line between separate Lots, or otherwise divides portions of separate town-houses, one from the other, shall constitute a party wall, and with respect to such wall, each of the adjoining lot owners shall assume the burdens, and be subject to an easement for that portion of a party wall within his unit, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

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- B. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly. The cost shall be shared equally by the adjoining Lot owners.
- C. If any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.
- D. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.
- E. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.
- F. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.

11. ASSOCIATION MEMBERSHIP. Every owner of a Lot as defined herein shall automatically become a member of the Association. When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by the owner thereof designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. Notwithstanding the foregoing, Declarant, its successors and assigns, shall not be required to file such a certificate in order to vote its votes.

12. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members as defined in Section 3 of the Articles of Incorporation with the exception of Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

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Class B. Class B members shall be the Declarant, its successors or assigns. The Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) On December 31, 1983.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this Section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

13. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a Lot has become an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens as set forth in these restrictions as long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

14. ARCHITECTURAL CONTROL. Nothing shall be constructed or installed or changed or modified, altered, or added to on a Lot, including but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and location of what the lot owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment, etc., is commenced. In the event the Board fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin has been commenced prior to the completion thereon, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors as to the matters contained in Paragraphs 2, 5 and 7 which require Board approval delegate the functions of the Board to a Committee to be known as the Architectural Control Committee which shall be composed of three (3) or more representatives appointed by the Board or the Board may act as said Committee.

15. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the Lot Owners, the Declarant, or the Association.

16. INVALIDITY CLAUSE. Invalidity in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

17. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants and restrictions shall be automatically extended

for successive periods of ten (10) years each until an instrument signed by the then owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part.

18. AMENDMENTS. This Declaration shall be amended at any time by an instrument signed by not less than sixty (60%) per cent of the Lot Owners. Any amendment must be recorded in the Public Records of Broward County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Declarant until the 31st day of December, 1983, unless said requirement is terminated in writing by the Declarant prior thereto.

19. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. The lien of any type assessment provided for in this Declaration shall be superior to all other liens, except tax liens and institutional first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish such assessments as to payments which became due and payable prior to the date of such sale or transfer. Such sale or transfer shall not relieve such Lot from such liability or any assessment thereafter become due, nor from the lien from any subsequent assessment. Notwithstanding anything contained in this Declaration of Covenants, Conditions and Restrictions, no amendment shall be made hereto which would impair the rights and priorities of an institutional lender, without the prior written consent of all institutional lenders which may have a lien charged against a lot and the property covered by this Declaration of Covenants, Conditions and Restrictions.

20. CERTAIN PARCELS EXCLUDED. Except as expressly provided herein, none of the foregoing restrictions, covenants or servitudes shall be applicable to the Common Areas, which said lands are to be used solely as recreation areas, private streets and open space for the use of all members of the Association pursuant to reasonable rules and regulations promulgated from time to time by the Board of Directors which shall be uniformly applicable to all members.

21. ADDITIONAL ASSESSMENTS. The Association may, upon the recommendation of the Board and 75% vote or written approval of the members, assess the members for such additional purposes as are set forth in the Association's Articles of Incorporation.

22. IMPROVEMENTS TO COMMON AREAS. Declarant plans to improve Common Area, legally described above, by the construction thereon of paved streets running through the Property providing ingress and egress, as more particularly set forth in the Survey, Exhibit "C" attached hereto.

Declarant plans to improve the Common Area by the construction thereon of a swimming pool and a building containing men's and women's bathrooms and pool equipment.

Declarant reserves the right to change the location or type of any such Common Area improvements in his sole discretion.

Upon the sale of all the Lots in the subdivision or sooner, at the sole election of Declarant, Declarant shall convey the Common Areas, as improved, to the Association, and the Association shall accept same.

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23. DECLARANT'S GUARANTY. Declarant, its successors and assigns, hereby guarantees that the regular annual assessment for each Improved Lot for one (1) year from the date of the conveyance of the first Lot from Declarant to a Purchaser shall be in the maximum amount of the assessment per Improved Lot as determined by the Board of Directors in the first annual budget adopted by said Board as to the Improved Lots. During the period of said guaranty, the Declarant, its successors or assigns, shall pay the amount of the expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots and during said period, the Declarant shall not be required to pay any specific sum for its share of expenses as to any Lot owned by it, provided, however said Declarant, its successors and assigns, shall pay the deficit during that period. Notwithstanding the Declarant's guaranty, the Declarant, its successors and assigns shall have the right, in its sole discretion, to pay the scheduled, i. e., regular amount of assessments for each Lot owned by it and if there is a deficit, the deficit shall be shared and paid equally by all Lots. This guaranty shall terminate as provided above or upon the election of a majority of the Board of Directors of the Association by the Lot Owners, whichever the later. During the period of said guaranty, each Improved Lot not owned by the Declarant, shall pay the annual regular assessment in the amount determined by the Board of Directors for the first year in accordance with the terms of this Declaration.

24. EASEMENTS. Easements for ingress and egress and for the installation and maintenance of utility and drainage facilities are reserved as shown on the Subdivision plat. Declarant reserves the right to permit said easements to be used on a non-exclusive basis by the owners of adjoining properties upon such terms and such basis as Declarant in its sole judgment shall determine. Declarant further reserves the right to such additional easements in the property as may be needed in connection with the servicing of the Lots or adjoining property with the same or other services. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction of flow of water through drainage swales in the easements.

25. RIGHT TO DECLARANT. Notwithstanding any provisions in this Declaration to the contrary, the Declarant shall have the right, with respect to the development of the property to construct the units and other improvements on the Lots and Common Area without obtaining the approval of the Board of Directors of the Association or the architectural control committee, provided, however, that same complies with the minimum applicable building standards and zoning laws of Broward County, Florida.

26. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Areas and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided however, the copies of such rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

27. ENFORCEMENT. The Declarant, the Association, or any Lot Owner shall have the right to enforce these Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants or Restrictions or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association, the Declarant, or any Lot Owner to enforce any Covenant or Restriction herein contained shall be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or enforce any lien created by these Covenants and Restrictions the prevailing party in said litigation shall be entitled to recover Court costs and reasonable attorneys' fees, including Court costs and reasonable attorneys' fees in any Appellate proceeding.

28. ASSIGNMENT OF PARKING SPACES. The Declarant shall initially assign two (2) parking spaces to each Unit Owner, which parking spaces shall not be changed hereinafter, unless the Board determines, in its sole discretion, that in the best interests of the project, an alternative designation of parking spaces shall be utilized. The parking spaces shall be assigned to the Unit Owner in a non-recordable instrument or may be reflected on the Deed of Conveyance to the real property and shall pass along with title to the Unit Owner's property.

29. PLAT VACATION. The Plat of Tract 12 of SPRINGTREE, referred to herein, may not be vacated in whole or in part unless the entire plat is vacated.

30. UNIT RECONSTRUCTION. In the event that a Unit constructed by Declarant on an improved lot is destroyed or removed by or for any cause, if replaced, shall be replaced with a Unit of at least similar size and type, however, not exceeding the dimensions of the destroyed or removed Unit.

31. JOINDER. All prior mortgagees of record hereby join in this Declaration for the purpose of subjecting their mortgages to the terms and provisions of this Declaration. However, the lien of such mortgages shall not become subordinate to the liens provided hereunder.

32. EASEMENTS. The Declarant hereby reserves and grants unto all governmental authorities such easements for the purpose of access and ingress of these authorities to the Property in order that these governmental authorities can serve the subdivision in the form of an easement approved by Declarant and the respective governmental authority (i.e., which easement shall be recorded subsequent hereto in the Public Records of Broward County, Florida).

33. DISCLAIMER. Declarant hereby discloses that the property subject to this Declaration shall be improved in phases, with each building as indicated on the Site Plan, Survey, Exhibit "C" hereto, being a separate phase. Even though this Declaration submits all the property to the terms hereof, Declarant, in its sole discretion, may determine not to continue with townhouse development and terminate this Declaration to the balance of the property. In the event Declarant determines not to complete the townhouse development in accordance with the foregoing provision, then Declarant shall execute an amendment reflecting the foregoing and record same in the Public Records of Broward County, Florida. Such amendment shall delete the balance of the property from the townhouse project, including any portion of the common areas deemed by Declarant not to be included in this project.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 10th day of SEPTEMBER, A. D. 1979.

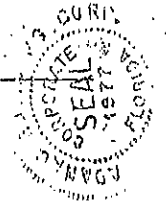
Signed, sealed and delivered in the presence of:

Neal Domash
Dee N. Miller

MAPLE LEAF CONSTRUCTION, LTD.,
a Florida Limited Partnership

By: ADNAC BUILDING CORP., a
Florida corporation,
General Partner

By Teddy Nadel



The undersigned hereby joins in this Declaration for the purposes therein stated.

Signed, sealed and delivered in the presence of:

Neal Domash
Dee N. Miller

MAPLE LEAF PATIO VILLAS SPRING-TREE HOMEOWNERS ASSOCIATION, INC.

By Teddy Nadel
President

Attest: Michael Johnson
Secretary

STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 10 day of SEPTEMBER, 1979, before me, personally appeared TEDDY NADEL, well known to me to be the PRESIDENT of ADNAC BUILDING CORP., a Florida corporation, a General Partner in MAPLE LEAF CONSTRUCTION, LTD., a Florida Limited Partnership, and to me known to be the person who signed the foregoing instrument, freely and voluntarily under authority duly vested in him by said corporation, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Lauderdale, in the State and County aforesaid, on the day and year last aforesaid.

Timothy E. Muller
NOTARY PUBLIC

My Commission Expires:


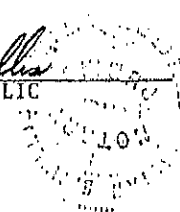
Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1979
Bonded by American Fire & Casualty Co.

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STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 10 day of SEPTEMBER, A. D., 1979, before me, personally appeared TEDDY NADEL and MICHAEL Y. BELSON, as President and Secretary, respectively, of MAPLE LEAF PATIO VILLAS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation under the laws of the State of Florida, to me well known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, in the County of Broward and State of Florida, on the day and year first above written.


NOTARY PUBLIC


My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1979
Bonded by American Fire & Casualty Co.

ARTICLES OF INCORPORATION

OF

MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC.

1. NAME

The name of the corporation is MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., (herein the Association.)

2. PURPOSES

The corporation is organized as a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes. The purposes for which the corporation is organized are:

A. To provide an entity responsible for the operation of a Subdivision in Broward County, Florida to be known and platted as Tract 12 of Springtree, as recorded in Plat Book 75, page 49, Public records of Broward County, Florida (hereinafter referred to as Subdivision).

B. To enforce, through appropriate legal means, the Declaration of Covenants, Restrictions, Reservations and Servitudes from time to time impressed upon and running with the lands in the Subdivision.

C. To ensure that the lands in the Subdivision shall remain an area of high standards containing townhouse residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of its residents.

D. To operate, maintain and control the Common Areas consisting of the recreational areas, private streets, and certain open space.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, and which seventy-five (75%) per cent of the members approve, either by vote at a meeting duly called or in writing.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this corporation shall constitute all of the record owners of Lots in the Subdivision. Changes of membership in this corporation shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing record title to a Lot and delivery to the corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of a prior owner of such Lot shall thereby be terminated. Where any one Lot in the Subdivision is owned by more than one person, firm, individual or corporation or other legal entity, the composite title holder shall be and constitute one member of membership. Any person, firm, individual, corporation or legal entity owning more than one Lot shall be as many members as the number of said Lots owned.

4. VOTING RIGHTS

The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all those members as defined in Section 3 with the exception of the Declarant, MAPLE LEAF CONSTRUCTION, LTD. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, MAPLE LEAF CONSTRUCTION, LTD. The Class B members shall be entitled to three (3) votes for each Lot owned.

5. TERM

The existence of the corporation shall be perpetual.

6. NAMES AND RESIDENCES OF SUBSCRIBERS

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

TEDDY NADEL	3770 Northwest 84th Avenue Sunrise, Florida 33321
MICHAEL YOELSON	3770 Northwest 84th Avenue Sunrise, Florida 33321
CAROL NADEL	3770 Northwest 84th Avenue Sunrise, Florida 33321

7. DIRECTORS AND OFFICERS

The affairs of the corporation shall be managed by its Board of Directors. The officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors. The Directors and Officers may lawfully and properly exercise the powers set forth in Paragraph 12 hereof, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the Agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such Agreement or who are employed by or own some or all of the proprietary interests in the entity or entities with whom the corporation enters into such Agreements. Disclosure of any such Agreements by setting forth the same in the Declaration of Restrictions for the Subdivision as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such Agreements and the valid exercise by the Directors and Officers of this corporation of the powers pertinent thereto.

8. NAMES OF OFFICERS

The names of the Officers who are to serve until the first election or appointment are as follows:

PRESIDENT:	TEDDY NADEL
VICE PRESIDENT/SECRETARY:	MICHAEL YOELSON
TREASURER:	CAROL NADEL

9. BOARD OF DIRECTORS

The Board of Directors shall consist of not less than three (3) nor more than five (5) persons initially; the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

TEDDY NADEL
MICHAEL YOELSON
CAROL NADEL

10. BY-LAWS

The original By-Laws are to be made by the Board of Directors. The same may thereafter be amended only with the approval of sixty (60%) per cent of all the Directors and not less than seventy-five (75%) per cent of the members of the Association.

11. AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended only with the approval of sixty (60%) per cent of all the Directors and not less than seventy-five (75%) per cent of the members of the Association.

12. POWER

The corporation shall have all of the following powers:

A. All of the powers set forth and described in Section 617.021 of the Florida Statutes.

B. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Subdivision intended to provide for the enjoyment, recreation, or other use of benefit of the Unit Owners.

C. To contract with a third party for the management of the Subdivision and to delegate to the Contractor all powers and duties of this corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

D. To operate and manage the Subdivision in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Restrictions as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration of Restrictions and/or By-Laws.

E. To promulgate rules and regulations concerning the use of the Lots, streets, Common Areas, and facilities in the Subdivision.

F. To fix assessments to be levied against the Lots to defray expenses and costs of effectuating the purposes and objects of the Association and to create reasonable reserves for such expenditures.

G. To charge recipients for services rendered by the Association and the user for use of Association property where it is deemed appropriate by the Board of Directors of the Association.

H. To pay taxes, insurance and other charges, if any, on or against the Common Areas.

I. To exercise all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that may from time to time be filed with respect to the Subdivision, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

13. 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 proceeding or any settlement of any proceeding 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 at the time said expenses are incurred. 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.

14. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 3770 Northwest 84th Avenue, Sunrise, Florida 33321 and the name of the initial registered agent of this corporation is TEDDY NADEL, whose address is the same as that of the registered office.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof we have hereunto set our hands and seals this 10th day of SEPTEMBER, A. D. 1979.

signed, sealed and delivered
in the presence of:

Neal Domash
Ed M. [unclear]

Teddy Nadel (Seal)
TEDDY NADEL

Michael Yelton (Seal)
MICHAEL YELTON

Carol Nadel (Seal)
CAROL NADEL

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
TEDDY NADEL, MICHAEL YELTON and CAROL NADEL,
and acknowledged before me that they
executed the above and foregoing Articles of Incorporation for the
purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Fort Lauderdale, said County and State, this 10th day of
SEPTEMBER, A. D. 1979.

William E. Kuller
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1979
Bonded by American Fire & Casualty Co.

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

In pursuance of Chapter 48,091, Florida Statutes, the following
is submitted, in compliance with said Act:

First -- that MAPLE LEAF PATIO VILLAS AT SPRINGTREE
HOMEOWNERS ASSOCIATION, INC., desiring to organize under the
laws of the State of Florida, with its principal office as indicated in the
Articles of Incorporation at City of Sunrise County of Broward,
State of Florida, has named TEDDY NADEL
located at 3770 Northwest 84th Avenue, Sunrise, Florida 33321
County of Broward as its agent to accept service of process within this
State.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

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

By: Teddy Nadel
TEDDY NADEL
(Resident Agent)

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BY-LAWS
OF
MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC.

1. IDENTITY

The name of the corporation is MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association", a corporation not for profit organized under the laws of the State of Florida.

The principal office of the corporation shall be located at 5770 Northwest 84th Avenue, Sunrise, Florida 33321, but the meeting of members and directors may be held at such places within the State of Florida, County of Dade or Broward, as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

2. DEFINITIONS

All words, phrases, names and/or terms used in these By-Laws shall have the same meaning and be defined and used the same as they are in the Declaration of Covenants, Conditions and Restrictions relating to MAPLE LEAF PATIO VILLAS AT SPRINGTREE (herein Declaration), and the Articles of Incorporation of the Association.

3. MEETING OF MEMBERS

A. Annual Meetings: The first annual meeting of the members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such time and place as might be determined by the Board of Directors. If the day for an annual meeting is a legal holiday, the meeting will be held the first day following which is not a legal holiday.

B. Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors of the Association (Board) or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of both Class A or Class B membership.

C. Notice of Meetings: Written notices of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

D. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast fifty percent (50%) plus one (1) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration or the By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from

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time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

Voting: At any meeting of members, the Owners of Units shall be entitled to cast such votes to which they might be entitled as defined in the Articles of Incorporation of the Association. Class A and Class B members shall be as defined in the Articles of Incorporation of the Association.

Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon revocation by the member of his Unit.

Order of Business: The order of business at annual members meetings, and as practical at other meetings, shall be:

- Calling of the role and certifying of proxies;
- Proof of notice of meetings;
- Reading of Minutes;
- Report of Officers;
- Appointment of Chairman of Inspection of Election;
- Election of Directors;
- Unfinished Business;
- New Business;
- Adjournment.

4. DIRECTORS

A. Selection; Number; Term: The affairs of this Association shall be managed by a Board from three (3) to seven (7) Directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) persons. The names and address of the persons who shall serve as Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
TEDDY NADEL	3770 Northwest 84th Avenue Sunrise, Florida 33321
MICHAEL YOELSON	3770 Northwest 84th Avenue Sunrise, Florida 33321
CAROL NADEL	3770 Northwest 84th Avenue Sunrise, Florida 33321

The initial Board herein designated shall serve until the first annual membership meeting, after the Class A membership exceeds that of the Class B

membership vote, at which time the members shall elect two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect the number of directors as there are vacancies for a term of three (3) years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant, and should said membership resign from the Board, he will be replaced by the Declarant.

B. Removal: Any Director, except the original Directors, or the Director appointed by Declarant in accordance with the above section, may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

C. Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

D. Action Without Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

5. NOMINATION AND ELECTION OF DIRECTORS

A. Nomination: Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

B. Election: Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6. MEETING OF DIRECTORS

A. Regular Meetings: Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

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B. Special Meetings: Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Organizational Meetings: The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

D. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

E. Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting, and shall be deemed equivalent to the giving of notice.

F. Joinder in Minutes: The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

G. Presiding Officer: The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

H. Order of Business: The order of business at Directors' meetings shall be:

- Call of role;
- Proof of notice of meeting;
- Reading of minutes;
- Report of Officers and Committees;
- Election of Officers;
- Unfinished Business;
- New Business;
- Adjournment.

7. POWER AND DUTIES OF THE BOARD OF DIRECTORS

A. Powers: The Board shall have the power to: (a) Adopt and publish rules and regulations governing the use and improvement of the lots, streets, Common Areas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; (b) suspend the voting rights of a member and his right to use recreational areas during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles or the Declaration; (d) declare the office of a member of the board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; provided, however, that

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concurrence in the minutes of the meeting as provided for herein shall constitute presence of said meeting; (c) Employ such employees as they deem necessary and prescribe their duties; and (f) Exercise such other powers as given by Florida Statutes and not in conflict therewith.

B. Duties: It shall be the duty of the Board to: (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at an annual meeting of the Members; (b) Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed; (c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and,

3. Foreclose the lien against any Unit for which assessments are not paid and/or bring an action at law against the owner personally obligated to pay the same; (d) Issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; (g) Cause the Common Areas to be maintained.

8. OFFICERS AND THEIR DUTIES.

A. Enumeration of Officers: The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

B. Election of Officers: The election of Officers shall take place at the first meeting of the Board following each annual meeting of the members.

C. Term: The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign; or shall be removed, or otherwise be disqualified to serve.

D. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Officers: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Subparagraph (d) of this section.

H. Compensation: Compensation of all officers and employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

I. Duties: The duties of the officers are as follows:

President	The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
Vice President	The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
Secretary	The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring such seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board.
Treasurer	The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

9. COMMITTEES.

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

10. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and those By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

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11. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the Assessment is made. Any assessments which are not paid when due and payable shall be delinquent, and the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees, and costs and attorneys' fees on appeal, incurred in any such actions shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein for any reason.

12. AMENDMENTS

A. These By-Laws may be amended at a regular meeting of the members by a vote of sixty (60%) percent of the members voting in person or by proxy.

B. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

C. Provided further, however, that so long as the Declarant owns any Units which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B membership may have ceased to exist, no amendment may:

1. Interfere with the Declarant's efforts to sell those Units owned by it;
2. Remove the Declarant's right to appoint at least one (1) member to the Board of Directors;
3. Assess the Declarant for capital improvements without his prior written consent.

13. PARLIAMENTARY RULES

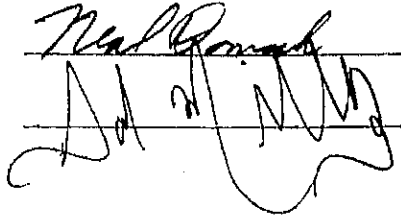
Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

14. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first year shall begin on the date of incorporation.

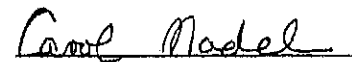
IN WITNESS WHEREOF, we, being all of the Directors of MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands and seals, this 10th day of SEPTEMBER, A. D. 1979.

Signed, sealed and delivered
in the presence of:




 (Seal)

 (Seal)

 (Seal)

C E R T I F I C A T I O N

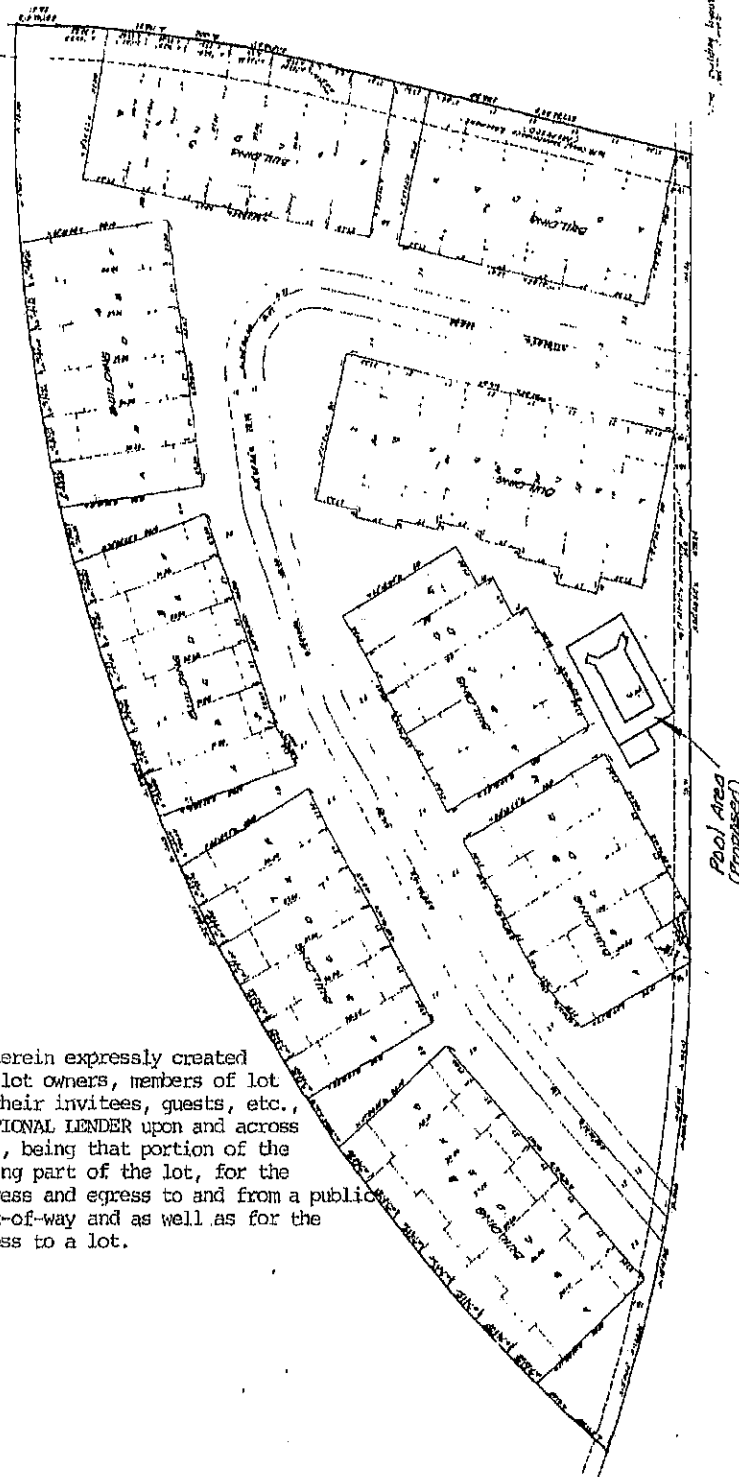
I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10 day of SEPTEMBER, A. D. 1979.


Secretary

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MAPLELEAF PATIO VILLAS AT SPRINGTREE
EXHIBIT C

SCALE: 1" = 30'
DATE: 12/17/79
SEPT 1, 1979



An easement is herein expressly created in favor of all lot owners, members of lot owners family, their invitees, guests, etc., and any INSTITUTIONAL LENDER upon and across the common areas, being that portion of the property not being part of the lot, for the purposes of ingress and egress to and from a public street and right-of-way and as well as for the purposes of access to a lot.

RECORDS IN BOOK 74, DECEMBER 1979
RECORDS IN BOOK 74, DECEMBER 1979
RECORDS IN BOOK 74, DECEMBER 1979

REF 8461 PAGE 732

M. E. BERRY & ASSOCIATES
LAND SURVEYORS

2613 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020

PHONE (305) 923-6685

Maurice E. Berry P.L.S. I.R.E.T.
Maurice E. Berry P.L.S.
Maurice E. Berry M.

June 26, 1979

EXHIBIT "D"

DESCRIPTION OF COMMON AREA
THE MAPLELEAF PATIO VILLAS OF SPRINGTREE

That portion of Tract 12 of "SPRINGTREE", as recorded in Plat Book 75, page 49, of the public records of Broward County, Florida, described as follows:

Beginning at the southwest corner of said Tract 12, run N.0°00'20"E. along the west line of Tract 12 a distance of 479.24 feet to a point of curvature; thence, Northerly along a 900 foot radius curve to the right through a central angle of 0°02'34" an arc distance of 0.67 feet; thence, S.29°46'16"E. 23.02 feet; thence, S.60°13'44"W. 10 feet; thence, S.29°46'16"E. 108.34 feet; thence, N.60°13'44"E. 105 feet; thence, N.29°46'16"W. 89.15 feet; thence, N.42°01'21"W. 47.61 feet; thence, S.60°13'44"W. 82.41 feet to a point on said 900 foot radius curve whose center bears S.89°38'04"E. from said point; thence, Northerly along said curve through a central angle of 19°20'14" an arc distance of 303.75 feet to a point on a 1060 foot radius curve whose center bears S.39°32'41"W. from said point, said curve also being the easterly line of said Tract 12; thence, Southeasterly along last described curve to the right through a central angle of 3°17'59" an arc distance of 61.05 feet; thence, S.47°58'39"W. 93.09 feet; thence, S.42°01'21"E. 189.67 feet; thence, N.47°58'39"E. 93.09 feet to a point on said 1060 foot radius curve whose center bears S.53°06'37"W. from said point; thence, Southeasterly along said curve through a central angle of 1°59'08" an arc distance of 36.73 feet; thence, S.60°13'44"W. 93.10 feet; thence, S.29°46'16"E. 162.67 feet; thence, N.60°13'44"E. 95.18 feet to a point on said 1060 foot radius curve whose center bears S.63°53'53"W. from said point; thence, Southeasterly along said curve through a central angle of 1°50'30" an arc distance of 34.07 feet; thence, S.70°52'22"W. 94.07 feet; thence, S.29°46'16"E. 32.32 feet; thence, S.19°07'38"E. 130.90 feet; thence, N.70°52'22"E. 90.18 feet to a point on said 1060 foot radius curve whose center bears S.74°32'31"W. from said point; thence, Southeasterly along said curve through a central angle of 1°50'30" an arc distance of 34.07 feet; thence, S.81°31'00"W. 93.10 feet; thence, S.8°29'00"E. 162.67 feet; thence, N.81°31'00"E. 95.18 feet to a point on said 1060 foot radius curve whose center bears S.85°11'09"W. from said point; thence, Southeasterly along said curve through a central angle of 7°00'10" an arc distance of 129.55 feet to the southeast corner of said Tract 12; thence, N.87°48'41"W. along the south line of Tract 12 a distance of 26.61 feet to a point of curvature; thence, Westerly along a 1000 foot radius curve to the right through a central angle of 1°45'59" an arc distance of 30.83 feet thence, N.9°20'26"E. 92.99 feet; thence, N.80°39'34"W. 189.67 feet; thence, S.9°20'26"W. 93.67 feet; thence, N.77°32'34"W. 24.50 feet; thence, N.12°27'26"E. 95.10 feet; thence, N.77°32'34"W. 162.67 feet; thence, S.12°27'26"W. 95.10 feet; thence, N.77°32'34"W. 9.92 feet to the Point of Beginning;

Less that portion described as follows:

Commencing at the southwest corner of said Tract 12, run N.0°00'20"E. 171.12 feet; thence, S.77°32'34"E. 11.05 feet to a Point of Beginning; thence, N.12°27'26"E. 95 feet; thence, S.77°32'34"E. 27.34 feet; thence, N.12°27'26"E. 10 feet; thence, S.77°32'34"E. 27 feet; thence, S.12°27'26"W.

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Description continued (page 2)

10 feet; thence, S.77°32'34"E. 27 feet; thence, S.12°27'26"W. 5 feet; thence, S.77°32'34"E. 27 feet; thence, S.12°27'26"W. 5 feet; thence, S.77°32'34"E. 27 feet; thence, N.12°27'26"E. 5 feet; thence, S.77°32'34"E. 27 feet; thence, N.12°27'26"E. 5 feet; thence, S.77°32'34"E. 27 feet; thence, S.12°27'26"W. 5 feet; thence, S.77°32'34"E. 27.33 feet; thence, S.12°27'26"W. 90 feet; thence, N.77°32'34"W. 216.67 feet to the Point of Beginning;

And less that portion described as follows:

Commencing at the southwest corner of said Tract 12, run N.0°00' 20"E. 305.53 feet; thence, N.60°13'44"E. 76.60 feet to a Point of Beginning; thence, continue N.60°13'44"E. 105 feet; thence, S.29°46'16"E. 135.67 feet; thence, S.60°13'44"W. 85 feet; thence, N.29°46'16"W. 27.34 feet; thence, S.60°13'44"W. 10 feet; thence, N.29°46'16"W. 27 feet; thence, S.60°13'44"W. 10 feet; thence, N.29°46'16"W. 81.33 feet to the Point of Beginning.

Said lands containing 2.656 acres, more or less.

MEB

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AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO MAPLE LEAF PATIO
VILLAS AT SPRINGTREE

7. Maintenance of Property.

D. Fences. ~~The Unit Owner who has a fence on the lot line shall maintain the fence and shall paint, stain, repair and replace same from time to time as needed, as determined in the sole discretion of the Board. Any fence along Lot line shall have a six (6) foot rear setback. An easement is hereby created for any Unit Owner who has a fence on his lot line to cross over the lot line to maintain the exterior portion of the fence.~~

The Association shall be responsible for the maintenance and repair of all exterior wood and repainting of stucco surfaces.

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EXHIBIT A

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

AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
MAPLE LEAF PATIO VILLAS AT SPRINGTREE
HOMEOWNERS ASSOCIATION, INC.

(Article 2, Section E:)

"To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, ~~and which seventy-five (75%) per cent of the members approve either by vote at a meeting duly called or in writing,~~ not to exceed a \$250 expenditure on any single area (1), with approval granted by a simple majority vote of the Board of Directors. In case of an emergency (2), an expenditure exceeding \$250 can be made by a majority vote of the Board of Directors. All other expenditures require sixty (60%) per cent of the members approval, either by vote at a meeting duly called or in writing. The \$250 expenditure limit does not apply to service related contracts. The Board of Directors has the authority to negotiate and approve or renegotiate and approve new or existing service related contracts with a simple majority vote of the Board of Directors.

(1) A single area in this context is defined as, but not limited to items included in the category of Common Area expenses as set forth in the 'Declaration of Covenants, Conditions and Restrictions Relating to Maple Leaf Patio Villas at Springtree'."

(2) An emergency in this context is defined as, but not limited to the repair or replacement of such critical Common Area items as pool pump, pool filter and piping, chemical metering pumps, lawn sprinkler pump and piping, electrical time clocks, circuit breakers and associated wiring, street lighting, plumbing and fixtures, and asphalt paving.

Per Berg. 6-11-90 RE: RIKKEN

115-19/1142
RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

95-211918 T#001
05-19-95 06:53AM

CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION and to the BY-LAWS OF MAPLE LEAF PATIO
VILLAS AT SPRINGTREE
HOMEOWNERS ASSOCIATION, INC.

This Certificate of Amendment is executed this 30th day of
March, 1995, by MAPLE LEAF PATIO VILLAS AT
SPRINGTREE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to
as "ASSOCIATION"), a Florida corporation not-for-profit. These
Amendments to the Articles of Incorporation were duly adopted by
the affirmative vote of sixty (60%) percent of all the Directors
and seventy-five (75%) per cent of the members of the Association
who were present in person or by proxy at the ASSOCIATION'S
Special Meeting on March 26, 1991. The amendment to the By-
Laws was duly adopted by the members by a vote of sixty (60%)
percent of the members voting in person or by proxy at the
Special Meeting of ^{Nov}~~July~~ 7, 1993.

RECITALS

WHEREAS, the ASSOCIATION was established for the purpose of
operating the ASSOCIATION; and

WHEREAS, the ASSOCIATION was established by the Declaration
of Covenants, Conditions and Restrictions, together with all
Exhibits thereto (hereinafter referred to as the "Declaration of
Covenants" or "Declaration") recorded in Official Records Book
8461, at Page 705 of the Public Records of Broward County,
Florida; and

WHEREAS, the Board of Directors of the ASSOCIATION proposed
that an amendment to Article 2, Section 2 of the Articles of

CHERYL J. LEVIN, P.A.
10226 NW 47TH STREET
SUNRISE, FL 33351

EX23471PG0150

Incorporation of the ASSOCIATION be approved; and

WHEREAS, the Amendments to the Article were proposed and approved in accordance with the provisions of Article 11 of the Articles of Incorporation at a duly noticed Special Meeting of the ASSOCIATION on the 26 day of March, 1991, at which a quorum of members were present in person or by proxy; and

WHEREAS, the Board of Directors further proposed that an amendment to Article 12 of the Articles of Incorporation be approved; and

WHEREAS, the Amendment to Article 12 was proposed and approved in accordance with the provisions of Article 11 of the Articles of Incorporation at that same meeting; and

WHEREAS, the proposed Amendments to the Articles of Incorporation were approved by the affirmative vote of sixty (60%) percent of all the Directors of the Association and seventy-five (75%) percent of the members present in person or by proxy at the Special Meeting of the ASSOCIATION on March 26, 1991;

NOW THEREFORE, Article 2, Section E ("Purposes") of the Articles of Incorporation is amended to read as follows:

"The corporation is organized as a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes. The purposes for which the corporation is organized are:

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and

personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, not to exceed a ~~\$250~~ \$500 expenditure on any single area (1), with approval granted by a simple majority vote of the Board of Directors. In case of an emergency (2), an expenditure exceeding ~~\$250~~ \$500 can be made by a majority vote of the Board of Directors. All other expenditures require sixty (60%) per cent of the members approval, either by vote at a meeting duly called or in writing. The ~~\$250~~ \$500 expenditure limit does not apply to service related contracts. The Board of Directors has the authority to negotiate and approve or renegotiate and approve new or existing service related contracts with a simple majority vote of the Board of Directors.

(1) A single area in this context is defined as, but not limited to items included in the category of Common Area expenses as set forth in the 'Declaration of Covenants, Conditions and Restrictions Relating to Maple Leaf Patio Villas at Springtree.'

(2) An emergency in this context is defined as, but not limited to the repair or replacement of such critical Common Area items as pool pump, pool filter and piping, chemical metering pumps, lawn sprinkler pump and piping, electrical time clocks, circuit breakers and associated wiring, street lighting, plumbing and fixtures, and asphalt paving."

FURTHER, Article 12 ("Power") is amended to add the following power to those already conferred on the Board:

"J. To sign checks, as long as each and every check is signed by two officers; any two officers may sign the checks."

FURTHER, WHEREAS the Board of Directors of the Association proposed that an amendment to Article 7 of

the By-Laws be approved; and

WHEREAS, the Amendment to the By-Laws was proposed and approved in accordance with the provisions of Article 12 of the By-Laws at the duly noticed Special Meeting of July Nov 7, 1993, at which a quorum of members were present in person or by proxy; and

WHEREAS, the proposed amendment was proposed and approved by a vote of sixty (60%) percent of all the members voting in person or by proxy at that meeting;

NOW THEREFORE, Article 7 ("Power and Duties of the Board of Directors") of the By-Laws is amended to add the following power in paragraph A: "g. To sign checks, as long as each and every check is signed by two officers; any two officers may sign the checks."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

MAPLE LEAF PATIO VILLAS AT
SPRINGTREE HOMEOWNERS
ASSOCIATION, INC.

Lois Baer
Witness LOIS BAER

by: Sheldon Brodsky
President SHELDON BRODSKY

Bernice Kaye
Witness BERNICE KAYE

Deanna Plotkin
Witness DEANNA PLOTKIN

by: Ruth Balaban
Secretary RUTH BALABAN

Milton Kaye
Witness MILTON KAYE

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, this day personally appeared Sheldon Brodsky, as President, and Ruth Galaban, as Secretary, of MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., and who are personally known to me to have executed this Certificate of Amendment to the Declaration of Covenants in the above capacities.

SWORN TO AND SUBSCRIBED before me this 30 day of MARCH, 1995.

Helene H. Brodsky
HELENE H. BRODSKY
NOTARY PUBLIC, STATE OF FLORIDA

my commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 26, 1995
BONDED THRU GENERAL INS. UND.

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

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95-211919 TW002
05-19-95 06:53AM

CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION and to the BY-LAWS OF MAPLE LEAF PATIO
VILLAS AT SPRINGTREE
HOMEOWNERS ASSOCIATION, INC.

This Certificate of Amendment is executed this 30th day of
March, 1995, by MAPLE LEAF PATIO VILLAS AT
SPRINGTREE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to
as "ASSOCIATION"), a Florida corporation not-for-profit. The
amendment to the By-Laws was duly adopted by the members by a
vote of sixty (60%) percent of the members voting in person or by
proxy at the Special Meeting of the Association held on May 23,
1994.

RECITALS

WHEREAS, the ASSOCIATION was established for the purpose of
operating the ASSOCIATION; and

WHEREAS, the ASSOCIATION was established by the Declaration
of Covenants, Conditions and Restrictions, together with all
Exhibits thereto (hereinafter referred to as the "Declaration of
Covenants" or "Declaration") recorded in Official Records Book
8461, at Page 705 of the Public Records of Broward County,
Florida; and

WHEREAS the Board of Directors of the Association
proposed that an amendment to Article 8 of the By-Laws
be approved; and

WHEREAS, the Amendment to the By-Laws was proposed and
approved in accordance with the provisions of Article 12 of
the By-Laws at the duly noticed meeting of May 23, 1994, at

CHERYL J. LEVIN, P.A.
10226 NW 47TH STREET
SUNRISE, FL 33351

CHERYL J. LEVIN, P.A.
10226 NW 47th Street
Sunrise, Florida 33351

BK23471F60155

which a quorum of members were present in person or by proxy; and

WHEREAS, the proposed amendment was proposed and approved by a vote of sixty (60%) percent of all the members voting in person or by proxy at that meeting;

NOW THEREFORE, Article 8 ("Officers and their Duties") of the By-Laws is amended to add the following power at the end of paragraph J:

"If the Board of Directors so directs, the Association's Certified Public Accountant shall, instead of the Treasurer, receive and deposit in appropriate bank accounts all monies of the Association and disburse all funds as directed by Board resolution. Further, the accountant shall, if so directed by the Board, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

MAPLE LEAF PATIO VILLAS AT
SPRINGTREE HOMEOWNERS
ASSOCIATION, INC.

Lois Baer
Witness LOIS BAER

by:

Sheldon Brodsky
President SHELDON BRODSKY

Bernice Kaye
Witness BERNICE KAYE

Deanna Plotkin
Witness DEANNA PLOTKIN

by:

Ruth Salaban
Secretary RUTH SALABAN

Milton Kaye
Witness MILTON KAYE

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, this day personally appeared Sheldon Brodsky, as President, and Ruth Balaban, as Secretary, of MAPLE LEAF PATIO VILLAS AT SPRINGTREE HOMEOWNERS ASSOCIATION, INC., and who are personally known to me to have executed this Certificate of Amendment to the Declaration of Covenants in the above capacities.

SWORN TO AND SUBSCRIBED before me this 30 day of MARCH, 1996

Helene H. Brodsky
NOTARY PUBLIC, STATE OF FLORIDA

HELEN H. BRODSKY
NOTARY PUBLIC [Name Printed]

my commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 26, 1995
BONDED THRU GENERAL INS. UND.

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

BK23471PG0157