

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS OF SPRINGLAKE VILLAS HOMEOWNERS  
ASSOCIATION, INC.

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

This Certificate of Amendment is executed this 11th day of March, 2003, by SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original Declaration of Covenants and Restrictions is recorded in the official records of Broward County in OR Book 9272 at page 743. The following amendment to Article XV ("Leasing"), section 3 of the Declaration was duly adopted in accordance with the provisions of article XXIV, Section 2 of the Declaration at the ASSOCIATION'S Members' Meeting on February 4 2003.

Article XV, Section 3 ("Leasing") of the Amendment to the Declaration of Covenants and Restrictions was amended to add the following underlined language and to delete the language that is stricken through:

**Section 3. Leases.** ~~No OWNER shall lease his IMPROVED LOT, or any portion thereof, without the prior approval of the ASSOCIATION, but under no circumstances shall the IMPROVED LOT, or any portion thereof, be leased for a period of less than one (1) year, and no such lessee shall be permitted to have residing with him on the IMPROVED LOT pets.~~

The right to lease Lots shall be gradually eliminated such that no new lease agreements may be made once this amendment takes effect. Current lease agreements are not affected, and current tenants may renew their leases as long as the duration of the lease term is a minimum of twelve (12) months, and as long as the Association gives advance approval of the renewal before each renewal.

With regard to existing leases, the Lot Owner must notify the Association of the intent to renew an existing lease at least twenty (20) days before the renewal is to be made, pursuant to the procedures outlined in section 5 of this article; the tenant must be interviewed and approved by the Association at least twenty (20) days before the renewal is to take effect. The Association

CHEEYL J. LEVIN, P.A.  
Courtward Business Center  
4694 NW 103rd Avenue  
Sunrise, FL. 33351-7970

File 102732089 + 102732089 JD:



must receive a copy of the lease renewal at least twenty (20) days before the renewal term is scheduled to begin. The primary purpose of the interview is to orient the tenant to the Association's covenants and rules, and to get acquainted with the residents.

In order to assure a community of congenial Lot Owners, to protect the value of the Lots, and to avoid the decline in property values that often results when a community contains rental units, the leasing of Lots to other than existing tenants is prohibited from the effective date of this amendment. Any lease in effect at the time this amendment is recorded will not be affected: any such lease may continue until the term as set forth under the lease or renewal agreement naturally expires. Tenants at this Association on the effective date of this amendment may renew their leases, but owners may not lease their homes to new tenants once this amendment becomes effective. Furthermore, certain relatives of Lot Owners may reside in the homes and will not be deemed tenants, as long as their relationship to the Owner is verifiable and verified, and as long as the relationship is that of mother, father, son, or daughter. Failure to provide the Association with the verification needed to exempt the relatives from the terms of this provision may result in the classification of the relatives as tenants, with all the consequences that may naturally flow from that classification."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of

**CHEEYL J. LEVIN, P.A.**  
Courtyard Business Center  
4694 NW 103rd Avenue  
Sunrise, FL 33351-7970

Please Record + Return To :



ARTICLE VIII  
RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the RECREATION AREA or a BUILDING shall be damaged by casualty, it shall be reconstructed or repaired in the following manner:

. . .

~~B. The ASSOCIATION shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.~~

. . .

C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible.

D. Immediately after a determination is made to reconstruct or repair damage to property for which the ASSOCIATION HAS THE RESPONSIBILITY of reconstruction and repair, the ASSOCIATION shall obtain bids for, or negotiate, a fixed price contract for the necessary reconstruction or repairs.

F. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the ASSOCIATION, then prior to executing contracts for reconstruction and repair, the following assessments shall be made. Assessments shall be made against all OWNERS on account of damage to the BUILDINGS or RECREATION AREA in an aggregate amount, which when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of same; such aggregate amount shall be apportioned among the OWNERS on the basis of one share for each IMPROVED LOT.

G. The funds held by the Association for payment of the costs of reconstruction and repair after casualty shall be disbursed in the following manner:

1. The proceeds for each casualty shall be held in separate construction fund accounts and shall be disbursed only for reconstruction and repairing the property with respect to which such proceeds were collected.



of a majority of the Membership of the ASSOCIATION present at a meeting at which a quorum is present. Any major change to any common area must be discussed with the Membership at a duly called meeting of the Membership before said changes are made. However, should a meeting be called and a quorum of the Membership is not attained, the Board may proceed with the change contemplated.

. . . .  
ARTICLE VII  
INSURANCE  
. . . .

~~Section 4. Insurance Trustee; Shares of Proceeds. All casualty and flood insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION, the OWNERS, and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall then be serving under the Insurance Trust. The fees and expenses of the Insurance Trustee shall be paid by the ASSOCIATION. The Insurance Trustee shall not be liable for the purchase or renewal of any casualty or flood insurance policies or for the payment of premiums thereon or for the sufficiency of such policies or for any failure to collect any insurance proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided in the said Insurance Trust.~~

Section 54. ASSOCIATION as Agent. The ASSOCIATION is irrevocably appointed agent for each OWNER and for each owner of a mortgage or other lien upon a BUILDING and for each owner of any other interest in the RECREATION AREA to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

Section 65. OWNERS INSURANCE. Each individual OWNER shall be responsible for purchasing, at its own expense, liability insurance to cover accidents occurring within its own IMPROVED LOT and for purchasing insurance upon its own personal property.

BK 23108PG0233



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AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
NORTHWOOD II  
(according to the Plat thereof, as recorded  
in Plat Book 107, Page 39 of the Public  
Records of Broward County, Florida)  
AND THE BY-LAWS OF  
SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",  
and unaffected language by ". . .")

TO THE DECLARATION

ARTICLE IV  
MAINTENANCE

. . .

Section 2. EXTERIOR BUILDING MAINTENANCE - The ASSOCIATION shall maintain the exteriors of all BUILDINGS. Such maintenance shall include the ~~maintenance and repainting~~ repairing of roofs (excluding damages caused by skylights and turbines. The homeowner becomes responsible for these additions), for painting exterior walls, including sealing surface cracks if it is determined water is coming into the DWELLING UNIT from the outside (this does not include seepage from the ground), maintenance and replacement of shutters, trim and eaves. All such maintenance and/or replacements shall be performed at such time as the ASSOCIATION, in its sole discretion, determines the same to be necessary.

BK23108P60232

. . .

Section 3. PLANTING AND MAINTENANCE OF SHRUBBERY, TREES AND LANDSCAPING - No trees, plans, shrubbery, or landscaping effects of any kind shall be installed on any improved LOT without the prior written consent of the ASSOCIATION. The ASSOCIATION shall maintain the shrubbery, trees, and landscaping of all IMPROVED LOTS, including spraying, fertilizing, mowing, edging, trimming and irrigating at such times as the ASSOCIATION, in its sole discretion, determines to be necessary or desirable.

. . .

Section 5. EXPENDITURES FOR PROPOSED CAPITAL IMPROVEMENTS - Any expenditure for a capital improvement which is not maintenance or repair, in excess of Five Thousand (\$5,000) Dollars can only be accomplished upon the prior vote







four (24) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIII

LIVESTOCK, POULTRY AND ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any IMPROVED LOT, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to anyone in the subdivision. Dogs must be kept on a leash when outside of the residence.

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ARTICLE XIV  
SIGNS, FENCES, EXTERIOR RADIO AND TELEVISION ANTENNAS

No sign of any nature whatsoever shall be erected or displayed upon any of the LOTS, except where express prior written approval of the size, shape, content and location thereof has been obtained from the ASSOCIATION, which approval may be arbitrarily withheld; providing, however, that the DEVELOPER shall have the right to place such signs upon the LOTS and IMPROVED LOTS as DEVELOPER deems necessary and proper in its sole discretion in connection with the sale by DEVELOPER of LOTS and IMPROVED LOTS within the subdivision, including resales of the same. No exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described lands. No fences, other than those erected by the DEVELOPER, shall be permitted anywhere within the subdivision, except as approved in writing by the DEVELOPER or the ASSOCIATION, which approval may be arbitrarily withheld.

**SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC.**

8105 NW 100<sup>th</sup> Lane  
Tamarac, Florida 33321

**STATEMENT OF MARKETABLE RECORD TITLE ACTION  
And AFFIDAVIT IN SUPPORT OF ACTION  
(s. 712.06, F.S.)**

**NORTHWOOD II, according to the Plat Thereof, as recorded in Plat Book 107, Page 39,  
of the Public Records of Broward County, Florida.**

**The Declaration of Covenants and Restrictions is Recorded in the Official Records of  
Broward County, Florida in OR Book 9272 at Page 743**

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared James Duffy, the President of the Association, who, being duly sworn, deposes and states:

1. My name is James Duffy, the President of Springlake Villas Homeowners Association, Inc. I am over the age of eighteen and I have personal knowledge of the statements made in this affidavit.
2. The Springlake Villas Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions Relating to Northwood II, and which has been amended from time to time and as may still be amended from time to time, currently burdening the property of each and every member of the Association, **retains its status as the source of marketable title with regard to the transfer of a members' residence.** To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Broward County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.
3. The description of the land affected by this notice is:

**NORTHWOOD II, according to the Plat thereof, as recorded in Plat Book 107, Page 39, of the Public Records of Broward County, Florida.**

**Its Declaration of Covenants and Restrictions is Recorded in the Official Records of  
Broward County, Florida in OR Book 9272 at Page 743-767.**

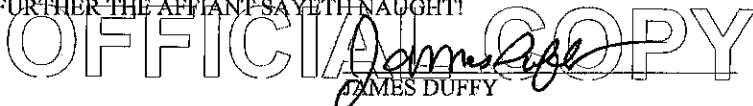


Amendments to that Declaration include the following:


Recording Date:	OR Book/Page
August 4, 1981	9724/935-941
March 23, 1988	15287/855-856
January 5, 1994	21608/329
February 4, 1995	23108/231-249
March 17, 2003	34757/841-843

1. A copy of the Declaration and its amendments is attached to this Affidavit.
2. Preservation of these recorded restrictions was approved unanimously by the members of the board of directors at a board meeting conducted on October 26, 2010. The notice of meeting informed the Association members of the date, time and place of the meeting, and informed them that the purpose of the meeting was to take the action described in this notice. The notice of meeting contained the Statement of Marketable Record Title Action described in s. 712.06(1)(b), F.S. and reiterated in paragraph 2 of this affidavit. The meeting notice was mailed or hand-delivered to the members of Springlake Villas Homeowners Association not less than seven (7) days before the meeting.

FURTHER THE AFFIANT SAYETH NAUGHT!


  
*James Duffy*  
 JAMES DUFFY

SWORN TO and SUBSCRIBED BEFORE ME by JAMES DUFFY, as President of Springlake Villas Homeowners Association, Inc., who is personally known to me, this 2nd day of November, 2010.

  
 NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:





CFN # 102732089, OR BK 34757 Page 841, Page 1 of 3, Recorded 03/17/2003 at 10:42 AM, Broward County Commission, Deputy Clerk 1004

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS OF SPRINGLAKE VILLAS HOMEOWNERS  
ASSOCIATION, INC.

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

This Certificate of Amendment is executed this 14th day of March, 2003, by SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original Declaration of Covenants and Restrictions is recorded in the official records of Broward County in OR Book 9272 at page 741. The following amendment to Article XV ("Leasing"), section 3 of the Declaration was duly adopted in accordance with the provisions of Article XXIV, Section 2 of the Declaration at the ASSOCIATION'S Members' Meeting on February 4, 2003.

Article XV, Section 3 ("Leasing") of the Amendment to the Declaration of Covenants and Restrictions was amended to add the following underlined language and to delete the language that is stricken through:

**Section 3. Leases.** No OWNER shall lease his IMPROVED LOT, or any portion thereof, without the prior approval of the ASSOCIATION, but under no circumstances shall the IMPROVED LOT, or any portion thereof, be leased for a period of less than one (1) year, and no such lessee shall be permitted to have residing with him on the IMPROVED LOT pets:

The right to lease Lots shall be gradually eliminated such that no new lease agreements may be made once this amendment takes effect. Current lease agreements are not affected and current tenants may renew their leases as long as the duration of the lease term is a minimum of twelve (12) months, and as long as the Association gives advance approval of the renewal before each renewal.

With regard to existing leases, the Lot Owner must notify the Association of the intent to renew an existing lease at least twenty (20) days before the renewal is to be made, pursuant to the procedures outlined in section 5 of this article; the tenant must be interviewed and approved by the Association at least twenty (20) days before the renewal is to take effect. The Association

*Check record + refer to*

CHRISTY J. LEVINE, P.A.  
Contract Business Center  
4604 NW 130th Avenue  
Sunrise, FL 33083-1910

3



must receive a copy of the lease renewal at least twenty (20) days before the renewal term is scheduled to begin. The primary purpose of the interview is to orient the tenant to the Association's covenants and rules, and to get acquainted with the residents.

In order to assure a community of congenial Lot Owners, to protect the value of the Lots, and to avoid the decline in property values that often results when a community contains rental units, the leasing of Lots to other than existing tenants is prohibited from the effective date of this amendment. Any lease in effect at the time this amendment is recorded will not be affected; any such lease may continue until the term as set forth under the lease or renewal agreement naturally expires. Tenants at this Association on the effective date of this amendment may renew their leases, but owners may not lease their homes to new tenants once this amendment becomes effective. Furthermore, certain relatives of Lot Owners may reside in the homes and will not be deemed tenants as long as their relationship to the Owner is verifiable and verified and as long as the relationship is that of mother, father, son, or daughter. Failure to provide the Association with the verification needed to exempt the relatives from the terms of this provision may result in the classification of the relatives as tenants, with all the consequences that may naturally flow from that classification.

CHEVEL J. LEVIN, P.A.  
Courtland Business Center  
4884 N.W. 24th Avenue  
Sunrise, FL 33381-7501

Please Accountant to :

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of





95-049541 T#001  
02-04-95 11:03AM

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
NORTHWOOD II  
AND THE BY-LAWS OF  
SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions, as described in Official Records Book 9272 at Page 743, of the Public Records of Broward County, Florida were duly adopted in accordance with Article XXIV of the Declaration and Article VII of the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of January, 1995, at Tamarac, Broward County, Florida.

By: Dorothea Keller  
Print: DOROTHEA KELLER, PRESIDENT  
Attest: Maria Paccione  
Print: MARIA PACCIONE, SECRETARY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of January, 1995, by DOROTHEA KELLER, as President and MARIA PACCIONE, as Secretary of Springlake Villas Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Daniel Luciano as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]

print James F. Ostrofski

State of Florida at Large

My Commission Expires:



JAMES F OSTROFSKI  
My Commission C0200776  
Expires Jul. 15, 1997  
Bonded by HAI  
500-628-1888

LAW OFFICES

KAYE & ROGER, P.A. · 1500 WEST CYPRESS CREEK ROAD · SUITE 207 · FORT LAUDERDALE, FLORIDA 33309  
TELEPHONE (305) 928-0880

BK23108780231

[Signature]



AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
NORTHWOOD II  
(according to the Plat thereof, as recorded  
in Plat Book 107, Page 39 of the Public  
Records of Broward County, Florida)  
AND THE BY-LAWS OF  
SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",  
and unaffected language by ". . .")

TO THE DECLARATION

ARTICLE IV  
MAINTENANCE

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Section 2. EXTERIOR BUILDING MAINTENANCE - The ASSOCIATION shall maintain the exteriors of all BUILDINGS. Such maintenance shall include the maintenance and repainting repairing of roofs (excluding damages caused by skylights and windows). The homeowner becomes responsible for these additional for painting exterior walls including sealing surface cracks if it is determined water is coming into the DWELLING UNIT from the outside (this does not include seepage from the ground), maintenance and replacement of shutters, trim and eaves. All such maintenance and/or replacements shall be performed at such time as the ASSOCIATION, in its sole discretion, determines the same to be necessary.

Section 3. PLANTING AND MAINTENANCE OF SHRUBBERY, TREES AND LANDSCAPING - No trees, plants, shrubbery, or landscaping effects of any kind shall be installed on any improved LOT without the prior written consent of the ASSOCIATION. The ASSOCIATION shall maintain the shrubbery, trees, and landscaping of all IMPROVED LOTS, including spraying, fertilizing, mowing, edging, trimming and irrigating at such times as the ASSOCIATION, in its sole discretion, determines to be necessary or desirable.

Section 5. EXPENDITURES FOR PROPOSED CAPITAL IMPROVEMENTS - Any expenditure for a capital improvement which is not maintenance or repair, in excess of Five Thousand (\$5,000) Dollars can only be accomplished upon the prior vote

of a majority of the Membership of the ASSOCIATION present at a meeting at which a quorum is present. Any major change to any common area must be discussed with the Membership at a duly called meeting of the Membership before said changes are made. However, should a meeting be called and a quorum of the Membership is not attained, the Board may proceed with the change contemplated.

ARTICLE VII  
INSURANCE

~~Section 4. Insurance Trustee. Shares of Proceeds. All casualty and flood insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION, the OWNERS, and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall then be serving under the Insurance Trust. The fees and expenses of the Insurance Trustee shall be paid by the ASSOCIATION. The Insurance Trustee shall not be liable for the purchase or renewal of any casualty or flood insurance policies or for the payment of premiums thereon or for the sufficiency of such policies or for any failure to collect any insurance proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided in the said Insurance Trust.~~

Section 4. ASSOCIATION as Agent. The ASSOCIATION is irrevocably appointed agent for each OWNER and for each owner of a mortgage or other lien upon a BUILDING and for each owner of any other interest in the RECREATION AREA to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

Section 4.5. OWNERS INSURANCE. Each individual OWNER shall be responsible for purchasing, at its own expense, liability insurance to cover accidents occurring within its own IMPROVED LOT and for purchasing insurance upon its own personal property.

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ARTICLE VIII  
RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the RECREATION AREA or a BUILDING shall be damaged by casualty, it shall be reconstructed or repaired in the following manner:

~~F. The Association shall, upon receipt of a claim, sign a check for the amount of the claim, the amount of the check being based on the value of the damaged property to be reconstructed or repaired.~~

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G. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible.

D. Immediately after a determination is made to reconstruct or repair damage to property for which the ASSOCIATION HAS THE RESPONSIBILITY of reconstruction and repair, the ASSOCIATION shall obtain bids for, or negotiate, a fixed price contract for the necessary reconstruction or repairs.

F. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the ASSOCIATION, then prior to executing contracts for reconstruction and repair, the following assessments shall be made. Assessments shall be made against all OWNERS on account of damage to the BUILDINGS or RECREATION AREA in an aggregate amount, which when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of same; such aggregate amount shall be apportioned among the OWNERS on the basis of one share for each IMPROVED LOT.

G. The funds held by the Association for payment of the costs of reconstruction and repair after casualty shall be disbursed in the following manner:

1. The proceeds for each casualty shall be held in separate construction fund accounts and shall be disbursed only for reconstruction and repairing the property with respect to which such proceeds were collected.

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2. If there is a balance in any such separate construction funds after payment of all costs of the reconstruction and repair for which such fund is established, such balance shall be distributed to the ASSOCIATION.

3. If the total cost of reconstruction and repair that is the responsibility of the ASSOCIATION is less than \$5,000.00, the Insurance Trustee shall pay such cost to the ASSOCIATION, and the ASSOCIATION shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

4. If the total cost of reconstruction and repair that is the responsibility of the ASSOCIATION is \$5,000.00 or more, but less than \$10,000.00, the Insurance Trustee shall pay the cost thereof upon the order of the ASSOCIATION.

5. If the costs of reconstruction and repair that is the responsibility of the ASSOCIATION is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the ASSOCIATION, with the approval of an architect, qualified to practice in Florida, who has been employed by the ASSOCIATION to supervise the work.

6. The ASSOCIATION shall keep records of all construction costs and the amount thereof to be charged to each separate construction fund.

7. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or the amount to be paid; instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION, made by its president and secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged, provided that when the ASSOCIATION has certified that a disbursement is required hereunder to be made upon an order of the ASSOCIATION approved by an architect, no payment shall be made with respect to such order of the ASSOCIATION without such architect's approval.

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ARTICLE XI  
COMMERCIAL TRUCKS, TRAILERS AND BOATS

In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks,



commercial vehicles (or any vehicle bearing commercial markings) boats, house trailers, boat trailers or trailers of any description, mobile homes, houseboats, motorcycles, or recreation vehicles, as such vehicles may be defined by the zoning ordinances or regulations in effect from time to time by the governmental body having jurisdiction thereof or by the Florida Division of Motor Vehicles, shall be permitted to be parked or to be stored at any place on any IMPROVED LOT within the Subdivision; provided, however, any of the foregoing may be kept on the property if the same is kept in an enclosed garage. The prohibition against trucks and commercial vehicles shall not apply to temporary parking, such as for pick-up and delivery and other temporary commercial services. No automobile or other motor vehicle may be parked on any IMPROVED LOT or within the Subdivision which does not have a current license tag and current inspection certificate.

THOSE IN CHARGE OF AN OFFICIAL COPY

Under exceptional circumstances involving personal hardship, the BOARD may, at its sole discretion, allow a temporary variance, not to exceed five (5) days, of these parking restrictions, acting upon the HOMEOWNER's written request for a temporary exception.

There shall be NO PARKING in the following ways:

- 1) On the grass, anywhere in the complex.
- 2) In front of the clubhouse or along the cul-de-sac behind the clubhouse.
- 3) In the guest parking lot without the prior written permission of the Board of Directors.
- 4) Any area designated by NO PARKING signs.

822 SIMPSON 0236

ARTICLE XIII  
LIVESTOCK, POULTRY AND ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any IMPROVED LOT, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that they are so kept as not to be an annoyance or nuisance to anyone in the Subdivision or violate any city ordinance or code. Dogs must be kept on a leash when outside of the residence. Pets must be kept under control at all times and are not permitted to defecate or urinate on any of the common grounds and/or another Homeowner's property. All said waste MUST be removed immediately.

Upon the effective date of this amendment, no new dogs will be permitted in the Subdivision. After the Genesis

of all of the dogs presently residing within the Community at the effective date of this amendment, there shall be NO replacement.

ARTICLE XV  
USE RESTRICTIONS

Section 2. Commercial Buildings. No commercial buildings shall be erected, nor shall any building be used for any commercial purposes on any IMPROVED LOT, provided, however, that a construction shed may be placed on a LOT by the DEVELOPER and remain there temporarily during the course of active construction of a Building, and further that no portable or temporary storage unit buildings may be placed on any IMPROVED LOT.

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THE CITY OF TOWN  
OFFICIAL COPY

BK23108P60237

Section 3. LEASES. Under no circumstances shall the IMPROVED LOT, or any portion thereof, be leased for a period of less than ~~one (1) year~~ one (1) year, and no such lessee shall be permitted to have residing with him on the IMPROVED LOT ~~pets or any children under eighteen (18) years of age.~~

Section 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 IMPROVED LOTS. The conducting of garage/yard sales outside of any Building or residence is strictly prohibited.

Section 5. ASSOCIATION RIGHT OF FIRST REFUSAL. The approval of the ASSOCIATION, which is required for the transfer of an IMPROVED LOT, shall be obtained in the following manner:

A. APPROVAL BY ASSOCIATION:

- (1) Notice to Association:



(a) SALE

An OWNER intending to make a bona fide sale of his IMPROVED LOT, or any interest therein, shall give to the ASSOCIATION notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the ASSOCIATION may reasonably require. Such notice, at the OWNER'S option, may include a demand by the OWNER that the ASSOCIATION furnish a purchaser if the proposed purchaser is not approved; and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) LEASE

An OWNER intending to make a bona fide lease of his IMPROVED LOT or any interest therein shall give to the ASSOCIATION notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the ASSOCIATION may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to the prior approval of the ASSOCIATION.

(c) GIFT, OTHER TRANSFERS

An OWNER who proposes to transfer his or her title by gift or in any other manner not heretofore considered, shall give to the ASSOCIATION notice of the proposed transfer of his or her title, together with such information concerning the transfer as the ASSOCIATION may reasonably require, and a copy of all instruments to be used in the transferring of title.

(d) FAILURE TO GIVE NOTICE

If the notice to the ASSOCIATION herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an IMPROVED LOT, the ASSOCIATION at election and without notice may approve or disapprove the transaction of ownership. If the ASSOCIATION disapproves the transaction or ownership, the ASSOCIATION shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval

(a) SALE

If the proposed transaction is a sale, then within twenty (20) days after receipt of such notice and information,

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the ASSOCIATION must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Property Officers of the ASSOCIATION in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

(b) LEASE

If the proposed transaction is a lease, then within twenty (20) days after receipt of such notice and information, the ASSOCIATION must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the ASSOCIATION in recordable form and shall be delivered to the lessee.

(c) EASE, OTHER TRANSFERS

If the OWNER giving notice proposes to transfer his title by deed or in any other manner, then, within twenty (20) days after receipt of such notice and information, the ASSOCIATION must either approve or disapprove the proposed transaction of title to the IMPROVED LOT. If approved, the approval shall be upon such terms and conditions (pertaining to the Primary Occupant of the IMPROVED LOT and the voting of ASSOCIATION membership appurtenant to the IMPROVED LOT) as the ASSOCIATION may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the ASSOCIATION in recordable form and shall be delivered to the OWNER and shall be recorded in the Public Records of Broward County, Florida.

(3) APPROVAL OF CORPORATE OWNER OR PURCHASER.

(a) Inasmuch as the IMPROVED LOT may be used only for residential purposes and a corporation cannot occupy an IMPROVED LOT for such use, if the OWNER or purchaser of an IMPROVED LOT is a Corporation, the approval of ownership by the corporation shall be conditioned by requiring that the Primary Occupant of the IMPROVED LOT be also approved by the ASSOCIATION. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of an IMPROVED LOT shall also be conditioned upon approval of the Primary Occupant by the ASSOCIATION.

B. DISAPPROVAL BY ASSOCIATION

If the ASSOCIATION shall disapprove a transfer of ownership of a UNIT, the matter shall be disposed of in the following manner:

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(1) SALE

If the proposed transaction is a sale and if the notice of sale given by the OWNER shall so demand, then, within twenty (20) days after receipt of such notice and information, the ASSOCIATION shall deliver or mail by certified mail to the OWNER an agreement to purchase by the ASSOCIATION, or a purchaser approved by the ASSOCIATION who will purchase and to whom the OWNER must sell the IMPROVED LOT, upon the following terms:

(a) The price to be paid by the purchaser, to be identified in the agreement, shall be that added in the disapproved contract to sell.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.

(d) If the ASSOCIATION shall fail to provide a purchaser upon the demand of the OWNER in the manner provided, or if a purchaser furnished by the ASSOCIATION shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided.

(2) LEASE

If the proposed transaction is a lease, upon the timely written notification of the ASSOCIATION, the lease shall not be made.

(3) GIFTS; OTHER TRANSFERS

(a) If the OWNER gives notice, proposes to transfer his title by gift or in any other manner not otherwise provided herein, then, within thirty (30) days after receipt from the OWNER of the notice and information required to be furnished, the ASSOCIATION shall deliver or mail by certified mail to the OWNER written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of the ASSOCIATION regarding occupancy of the IMPROVED LOT and by whom the votes in the ASSOCIATION affairs may be cast.

(b) MORTGAGES

NO OWNER may mortgage his IMPROVED LOT, nor any

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interest therein, without the approval of the ASSOCIATION, except to an "Institutional Lender", which, for the purposes of this Section, shall mean and include banks, life insurance companies, Federal Savings and Loan Associations, and Real Estate Investment Trusts. The approval of any other mortgages may be upon conditions determined by the ASSOCIATION or may be arbitrarily withheld.

C. EXCEPTIONS

The foregoing provisions of this Article shall not apply to a transfer or purchase by an Institutional Lender or other approved mortgagee, which acquires its title as the result of owning a mortgage upon the IMPROVED LOT concerned, whose title is acquired by deed in lieu of foreclosure from the mortgagor or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to a IMPROVED LOT at a duly advertised public sale with open bidding which is provided by law such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

P. UNAUTHORIZED TRANSACTIONS

Any sale, mortgage or lease which is not authorized pursuant to the terms of this DECLARATION shall be void unless subsequently approved by the ASSOCIATION.

E. NOTICE OF LIEN OR SUIT

(1) Notice of Lien

An OWNER shall give notice to the ASSOCIATION of every lien upon his IMPROVED LOT other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien.

(2) Notice of Suit.

An OWNER shall give notice to the ASSOCIATION of every suit or other proceeding which may affect the title to his IMPROVED LOT; such notice to be given within five (5) days after the OWNER receives knowledge thereof.

(3) Failure to comply.

Failure to comply with this Article will not affect the validity of any judicial sale.

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Section 6. SECURITY DEPOSITS. The ASSOCIATION has the right to require, as a condition to permitting the leasing of an IMPROVED LOT, the depositing with the ASSOCIATION of a security deposit up to the highest amount allowable by law which may be placed by the ASSOCIATION in a co-mingled account without interest. Upon termination of occupancy of the IMPROVED LOT by the lessee, the ASSOCIATION may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including, but not limited to damage to the COMMON AREAS and LIMITED COMMON AREAS. Any amounts remaining from the Security Deposit after such amounts are deducted shall be returned to the lessee by the ASSOCIATION not later than fifteen (15) days from the date of notice to the ASSOCIATION of termination of occupancy of the IMPROVED LOT by the lessee.

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Section 7. ADDITION OR ALTERATIONS TO BUILDINGS. No OWNER shall make any additions or alterations to the exterior of his or her IMPROVED LOT whatsoever. Those additions or alterations that had been made by OWNERS prior to the effective date of this amendment need not be removed but are the SOLE maintenance responsibility of the current OWNERS. Under no circumstances will the ASSOCIATION be responsible for the maintenance of any addition or alteration to the building, accomplished by an OWNER.

ARTICLE XVI  
SETBACK RESTRICTIONS

Subject to the exceptions hereinafter mentioned, no building or any part thereof, may project beyond setback lines, as set forth in the prevailing zoning regulations, including but not limited to awnings, car ports and/or enclosed patios.

ARTICLE XX  
LOT ALTERATIONS

An OWNER wishing to construct or install additions or alterations to his or her IMPROVED LOT and/or landscaping, must receive written approval by the Board of Directors to the plans and specifications for the addition, alteration and/or landscaping change prior to construction or installation. In the event the Board of Directors fails to approve or

disapprove an application for approval within sixty (60) days after submission of all information required by the Board. approval shall be deemed to be granted. However, NO enclosed patios, car ports, or awnings will be approved. Any patio slabs (board concrete or removable concrete slabs) shall not exceed 10 feet in depth and 12 feet in width.

ARTICLE XXIII  
~~RESERVE ACCOUNT DEPOSIT WORKING CAPITAL FUND~~  
At the time of any real estate closing within the Community, when a purchaser acquires fee simple title to an IMPROVED LOT and becomes an OWNER, such OWNER shall contribute to the ASSOCIATION ~~two hundred (\$200.00) Dollars~~ for the purpose of initial and nonrecurring capital expenses of the ASSOCIATION ~~and for general maintenance capital for the ASSOCIATION, which contribution shall be paid directly to the ASSOCIATION out of the proceeds at closing.~~

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ARTICLE XXIV  
GENERAL PROVISIONS

Section 3. ENFORCEMENT, The DEVELOPER or the ASSOCIATION or any 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 covenant or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by these covenants. In addition to the foregoing right, the DEVELOPER or the ASSOCIATION, after giving thirty (30) days written notice of any violation to the violating party, said notice to be effective upon mailing, shall have the right to enter upon any property whenever these restrictions, any structure which is in violation thereof, or upon which any violation of these restrictions may exist or be permitted to exist, and summarily abate or remove the same at the expense of the OWNER, and such entry and abatement or removal shall not be deemed a trespass and the cost thereof shall be a lien in favor of the DEVELOPER or the ASSOCIATION, imposed and enforceable as provided herein. The failure by the DEVELOPER or the ASSOCIATION or any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Failure to

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comply with any of the terms of the Springlake Villas' Corporate documents or of the Declaration of Covenants and Restrictions relating to Northwood II or the regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the ASSOCIATION or in a proper case, by an aggrieved LOT OWNER. Additionally, the ASSOCIATION may levy a fine or fines for failure to comply with the terms of the documents, covenants or regulations, as provided below. In the event it is necessary that the Directors bring a legal proceeding for the enforcement and/or the abatement of all the cases may be of any provision of the restrictive covenants, then in such event the OWNER or lessee shall pay for the costs and expenses of such legal proceeding by the ASSOCIATION, including reasonable attorney's fees, provided that the ASSOCIATION has been successful in such litigation.

In addition to the means for enforcement provided elsewhere herein, the ASSOCIATION shall have the right to assess fines against an IMPROVED LOT OWNER or its guests, relatives or lessees, in the manner provided herein, and such funds shall be collectible as any other assessment such that the ASSOCIATION shall have a lien against each unit for such purposes as provided in the Declaration.

A. The Board of Directors shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Covenants and Restrictions, the Articles of Incorporation, By-Laws and the Rules and Regulations of the Association, regarding the use of IMPROVED LOTS, common areas, or ASSOCIATIONS property, are being or have been violated. In the event that the Board determines an instance of such probable cause, it shall thereupon provide written notice to the person alleged to be in violation, and the OWNER of the IMPROVED LOT which that person occupies if that person is not the OWNER, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed \$50.00 Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or IMPROVED LOT OWNER may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further

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enforcement activity of the ASSOCIATION with regard to the violation.

B. If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges including any witnesses that the alleged violator, the IMPROVED LOT OWNER, or the Board may produce. Any party at the hearing may be represented by counsel.

C. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

D. A fine pursuant to this section shall be assessed against the IMPROVED LOT which the violator occupied at the time of the violation, whether or not the violator is an OWNER of that IMPROVED LOT, and shall be collectible in the same manner as any other assessment, including by the ASSOCIATION'S lien rights as provided in the Declaration. Nothing herein shall be construed to interfere with any right that a IMPROVED LOT OWNER may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that IMPROVED LOT.

E. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and ASSOCIATION'S documents, including but not limited to legal action for damages or injunctive relief.

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TO THE BY-LAWS

ARTICLE I  
Identity

These are the By-Laws of SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC., herein called ASSOCIATION, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of the State of Florida.

1. Office. The office of the ASSOCIATION shall be at ~~6701 N. University Drive~~ 8105 N.W. 100 Lane, Tamarac, Florida 33321, or such other place as may be designated by the Board of Directors of the ASSOCIATION.

ARTICLE II  
Members' Meetings

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4. Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at the address as it appears on the books of the ASSOCIATION and shall be mailed or delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

6. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary at least three (3) days before the appointed time of the meeting.

ARTICLE III  
Directors

1. Membership. The affairs of the ASSOCIATION shall be managed by a board consisting of seven (7) members. The term of the Directors elected at each annual election shall be for three (3) years ending at the third annual



election following their inception to the board and until their successors are duly elected and qualified, or until removed from office as provided in paragraph (12) outlined hereunder.

2. Election of Directors. Election of Directors shall be conducted in the following manner:

(a) Any permanent resident who is a "Record Holder" of a lot (name(s) on deed) or a permanent resident who is a "Blood Relative" to the "Record Holder(s)" shall be considered eligible for candidacy for Board of Directors. For the purpose of this section, a "Blood Relative" shall be defined as a spouse, parent, child (over 21 years of age), sister or brother. However, only one individual from each Improved Lot may serve on the Board at any one time.

(b) Election of directors shall be held at the annual members meeting.

(c) A nominating committee of three (3) or five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members meeting. The committee shall nominate one (1) or more person(s) for each director to be elected. Nominations may be made from the floor.

(d) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting (one per household) being entitled to cast one vote for each vacancy to be filled. There shall be no cumulative voting.

(e) Except as to vacancies provided by removal of directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, ~~except as qualified by the provisions of Paragraph One (1) above.~~

(f) Any director may be removed by concurrence of ~~two-thirds (2/3)~~ a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the ASSOCIATION at the same meeting, ~~except as qualified by the provisions of Paragraph One (1) above.~~

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3. Term. The term of each director's service shall be for a period of three (3) years and thereafter until his successor is duly elected and qualified or until said person is removed in the manner elsewhere provided, ~~except as qualified by the provisions of Paragraph One (1) above.~~

11. Removal of Directors. ~~Except as qualified by the provisions of Paragraph One (1) above,~~ at any duly convened regular or special meeting, any one or more of the directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than ~~two-thirds (2/3)~~ a majority of the total votes of the Membership present at said meeting, and a successor may then and there be elected to fill the vacancy. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in paragraph twelve (12) below.

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13. Disqualification and Resignation of Directors. ~~Any Director may resign at any time by sending a written notice of such resignation to the Secretary of the ASSOCIATION. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the ASSOCIATION, more than a Director having three (3) consecutive absences from regular meetings of the Board of Directors unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at each first election of members of the Board after the DEVELOPER has relinquished all of its rights to appointing members, the transfer of title of his property in Northwood II by a Director shall automatically constitute a resignation, effective when title has transferred. No member shall continue to serve on the Board of Directors should he or she be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.~~

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ARTICLE IV  
OFFICERS

1. Executive Officers. The executive officers of the ASSOCIATION shall be a President, who shall be a director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary, an Assistant Secretary or Treasurer. The Board of Directors shall from time to time elect such additional officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the ASSOCIATION.

ARTICLE VII  
Amendments

These By-Laws may be amended by either the Board of Directors or the members in the following manner:

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2. A resolution with respect to a proposed amendment may be adopted by either the Board of Directors of the ASSOCIATION or by the members of the ASSOCIATION. The By-Laws may be amended at regular or special meeting of the members ~~on the board of directors by votes of a majority of members present in person or by proxy casting one vote per unit, or of a majority of the Board of Directors.~~ No amendment shall discriminate against any lot owner nor against any lots unless the lot owners so affected shall consent. No amendment shall be made which is in conflict with the Declaration of Restrictions or the Articles of Incorporation and no amendment affecting the Developer shall be effective without its written consent.

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

94-006183 T#001  
01-05-94 03:18PM

CERTIFICATE OF AMENDMENT  
OF  
SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of Northwood II, as described in Official Records Book 9272, at Page 743 of the Public Records of Broward County, Florida was duly adopted in accordance with Declaration by written consent.

IN WITNESS WHEREOF, we have affixed our hands this 9<sup>th</sup> day of December, 1993, at 2210 NW 100<sup>th</sup> Lane, Tamarac Broward County, Florida.

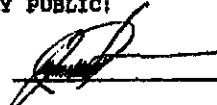
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Print: Dorothea Keller  
Attest: Maria L. Paccione  
Print: MARIA L. PACCIONE

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 1993, by Dorothea Keller as President and Maria L. Paccione as Secretary of Springlake Villas Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

sign



print

James F. DePaolo  
State of Florida at Large

My Commission Expires:



JAMES F DEPAOLO  
My Commission 0030776  
Expires Jul. 18, 1997  
Bonded by HAI  
800-428-1585

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LAW OFFICES  
**KAYE & ROGER, P.A.**  
CORPORATE SQUARE  
1800 W. GIFFORDS CREEK ROAD  
SUITE 207  
PORT LAUDERDALE, FLORIDA 33408





AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
NORTHWOOD II  
(according to the Plat thereof, as recorded  
in Plat Book 107, Page 39 of the Public  
Records of Broward County, Florida)

(additions indicated by underlining, deletions by "----",  
and unaffected language by ". . .")

ARTICLE XXIV  
GENERAL PROVISIONS

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Section 2 Amendment. This Declaration may be amended at any time upon the affirmative vote of approval of OWNERS holding not less than three-fourths (3/4) a majority of the voting interest of the membership, provided that as long as the DEVELOPER is the OWNER of any LOT or any property affected by this Declaration or amendment or appoints a Director of the ASSOCIATION, the DEVELOPER'S consent must be obtained. Any such amendment shall be evidenced by an instrument executed by the proper officers of the ASSOCIATION and recorded in the Public Records of Broward County, Florida. No amendment shall affect the lien of any mortgage then encumbering any part of the Subdivision.

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

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CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SUNBROOK II

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WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions relating to Sunbrook II, as described in Book 1172 at page 112 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article XXIV, Section 2 of the Declaration, that is by proposal of the Board of Directors and approval by three-fourths (3/4) of the members of the Association at a meeting held February 2, 1988.

IN WITNESS WHEREOF, we have affixed our hands this 17 day of March, 1988, at Tamarac, Broward County, Florida.

By: Martin Shapiro President  
Attest: Betty D. Smith Secretary



STATE OF FLORIDA }  
COUNTY OF BROWARD } SS

On this 17 day of March, 1988, personally appeared Martin Shapiro and Betty D. Smith, and acknowledge 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.

William L. Friedman  
Notary Public

My Commission Expires: July 15, 1990

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7-15-90

AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
NORTHWOOD II

(According to the plat thereof as recorded  
in Plat Book 117, Page 89, of the Public  
Records of Suwannee County, Florida)

(Additions indicated by underlining; Deletions indicated  
by "—"; Unaffected text indicated by "||".)

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ARTICLE VIII  
RECONSTRUCTION OR REPAIR AFTER CASUALTY

E. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the ASSOCIATION, then prior to executing contracts for reconstruction and repair, the following assessments shall be made. Assessments shall be made against all OWNERS on account of damage to the BUILDINGS or RECREATION AREA in an aggregate amount, which when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the OWNERS on the basis of one-one-hundred-seventy-first (1/171) one share for each IMPROVED LOT. . . .

RECORDED IN THE OFFICE OF THE CLERK OF THE  
SUCCESSIONS DEPARTMENT  
L. A. HEDER  
CLERK

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LAW OFFICES  
BECKER, POLIAKOFF & STREITFIELD, P.A., POST OFFICE BOX 9031 • FORT LAUDERDALE, FL 33310-0901  
TELEPHONE (954) 947-7950

81-219608

AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
RELATING TO

NORTHWOOD II, according to the plat thereof, as  
recorded in Plat Book 107, Page 39, of the  
Public Records of Broward County, Florida.

HLR, INC., a Florida corporation, and EMGEE INVESTMENTS,  
INC., a Florida corporation, and SPRINGLAKE VILLAS HOMEOWNERS  
ASSOCIATION, INC., a Florida corporation not-for-profit, who own  
not less than three-fourths (3/4ths) of the voting interest of the  
membership of the SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC.,  
and in accordance with the provisions of Section 2 of ARTICLE XXIV  
of the Declaration of Covenants and Restrictions relating to  
NORTHWOOD II (the "SPRINGLAKE VILLAS Subdivision"), do hereby amend  
the Declaration of Covenants and Restrictions relating to the  
SPRINGLAKE VILLAS Subdivision, as recorded in Book 9272, Page 743  
of the Official Records of Broward County, Florida, as follows:

1. Subparagraph (g) of ARTICLE I of the Declaration of  
Covenants and Restrictions is deleted in its entirety and the  
following is substituted in lieu thereof:

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"(g) IMPROVED LOT means a LOT or PARCEL upon which  
there has been constructed a residence building for which  
a valid certificate of occupancy has been issued by  
applicable government authority."

2. Subparagraph (h) of ARTICLE I of the Declaration of  
Covenants and Restrictions is deleted in its entirety and the  
following is substituted in lieu thereof:

"(h) OWNER means the holder or holders of the fee  
title to a LOT or an IMPROVED LOT, as herein defined."

3. The following shall be added to ARTICLE I of the  
Declaration of Covenants and Restrictions as a new Subparagraph  
(m):

"(m) PARCEL means a portion of a LOT or portions of  
one or more LOTS upon which there has been constructed a  
residence building for which a valid certificate of  
occupancy has been issued by applicable government  
authority."

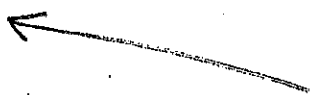
4. ARTICLE II of the Declaration of Covenants and  
Restrictions shall be deleted in its entirety and the following is  
substituted therefor:

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Each OWNER shall automatically become a member of the  
ASSOCIATION, and each LOT and IMPROVED LOT shall be entitled to one  
vote to be cast through the OWNER. When more than one person  
holds an interest in any LOT or IMPROVED LOT, the vote of such LOT  
or IMPROVED LOT shall be cast by that OWNER designated in a  
certificate filed with the ASSOCIATION and signed by all persons  
owning an interest in said LOT or IMPROVED LOT. In the event said  
certificate is not on file with the ASSOCIATION, no vote shall be  
cast for said LOT or IMPROVED LOT."

THIS INSTRUMENT PREPARED BY:  
T. RANDOLPH BUCK  
BUCK & TATUM, P.A., ATTORNEYS  
8251 W. BROWARD BLVD., SUITE 604  
FT. LAUDERDALE, FLORIDA 33324



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5. In the sixth line of Section 1 of ARTICLE III of the Declaration of Covenants and Restrictions, the year "1982" shall be deleted and the year "1985" shall be substituted in lieu thereof.

6. In the third line of Section 2 of ARTICLE III of the Declaration of Covenants and Restrictions, the word "LOTS shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

7. Section 3 of ARTICLE III of the Declaration of Covenants and Restrictions shall be deleted in its entirety and the following substituted in lieu thereof:

"Section 3. Easements

If any portion of an improvement constructed by the DEVELOPER on a LOT or PARCEL encroaches upon another LOT or PARCEL, whether such encroachment exists now or is created by construction in the future, a valid easement for such encroachment and the maintenance of the same, so long as it stands, shall and does exist and is hereby granted to the OWNER of such LOT or PARCEL. In the event an improvement constructed upon a LOT or PARCEL is partially or totally destroyed, and then rebuilt, inadvertent encroachments on other LOTS or PARCELS shall be permitted as described above and a valid easement for such encroachment and the maintenance thereof shall exist and is hereby granted to the OWNER of such LOT or PARCEL."

8. In the third line of Section 1 of ARTICLE IV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "LOTS, IMPROVED LOTS and PARCELS" shall be substituted in lieu thereof.

9. In the fourteenth line of Section 1 of ARTICLE IV of the Declaration of Covenants and Restrictions, the word "each" is deleted and the word "such" is substituted in lieu thereof.

10. In the eighteenth line of Section 1 of ARTICLE IV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

11. In the third line of Section 3 of ARTICLE IV of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "IMPROVED LOT" shall be substituted in lieu thereof.

12. In the fifth line of Section 3 of ARTICLE IV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

13. In the fourth line of the sixth unnumbered paragraph of ARTICLE V of the Declaration of Covenants and Restrictions, the year "1982" shall be deleted and the year "1985" shall be substituted in lieu thereof.

14. In the second line of ARTICLE VI of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "LOTS and IMPROVED LOTS" shall be substituted in lieu thereof.

15. In lines three, eleven, thirteen, nineteen and twenty of ARTICLE VI of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "LOT or IMPROVED LOT" shall be substituted in lieu thereof.

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REG 9724 REC 986

16. In the second line of ARTICLE XIV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

17. In the first line of Section 1 of ARTICLE XV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "LOTS and IMPROVED LOTS" shall be substituted in lieu thereof.

18. In lines three, four and seven of Section 2 of ARTICLE XV of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "LOT or IMPROVED LOT" shall be substituted in lieu thereof.

19. In lines three and six of Section 4 of ARTICLE XV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "LOTS or IMPROVED LOTS" shall be substituted in lieu thereof.

20. In the second line of ARTICLE XVIII of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "IMPROVED LOT" shall be substituted in lieu thereof.

21. In the fourth line of ARTICLE XIX of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

22. In the sixth line of the first unnumbered paragraph of ARTICLE XX of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

23. In lines six, nine and thirteen of the first unnumbered paragraph of ARTICLE XX of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "IMPROVED LOT" shall be substituted in lieu thereof.

24. In the sixth line of the second unnumbered paragraph of ARTICLE XX of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "IMPROVED LOT" shall be substituted in lieu thereof.

25. In the eighth line of the second unnumbered paragraph of ARTICLE XX of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

25. Section 1 of ARTICLE XXI of the Declaration of Covenants and Restrictions shall be deleted in its entirety and the following is substituted in lieu thereof:

"Section 1. Construction. An eight inch (8") concrete block wall shall be erected from the ground level to the tie beam, separating units within a BUILDING with its centerline on the line separating the two IMPROVED LOTS."

27. In the sixth line of the second unnumbered paragraph of Section 2 of ARTICLE XXI of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "IMPROVED LOT" shall be substituted in lieu thereof.

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REF 9724 REC-1987

28. The first three unnumbered paragraphs of ARTICLE XXII of the Declaration of Covenants and Restrictions shall be deleted in their entirety and the following is substituted in lieu thereof:

"Maintenance of the roof of any BUILDING shall be done uniformly by the ASSOCIATION."

29. In the third line of the fifth unnumbered paragraph of ARTICLE XXII of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

30. In the fifth and thirteenth lines of the fifth unnumbered paragraph of ARTICLE XXII of the Declaration of Covenants and Restrictions, the word "LOT" shall be deleted and the term "IMPROVED LOT" shall be substituted in lieu thereof.

31. In the sixth line of the sixth unnumbered paragraph of ARTICLE XXII of the Declaration of Covenants and Restrictions, the term "a LOT" shall be deleted in its entirety and the term "an IMPROVED LOT" shall be substituted in lieu thereof.

32. In the fourth and tenth lines of Section 1 of ARTICLE XXIV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "IMPROVED LOTS" shall be substituted in lieu thereof.

33. In the fifth line of Section 2 of Article XXIV of the Declaration of Covenants and Restrictions, the word "LOTS" shall be deleted and the term "LOT or IMPROVED LOT" shall be substituted in lieu thereof.

34. In the second line of Section 5 of ARTICLE XXIV, the word "LOT" shall be deleted and the term "LOT, a portion of a LOT, or portions of one or more LOTS" shall be substituted in lieu thereof.

35. Except as modified herein, all of the terms and conditions of the Declaration of Covenants and Restrictions relating to NORTHWOOD II (SPRINGLAKE VILLAS subdivision) as recorded in Book 9272, Page 743 of the Official Records of Broward County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Declaration of Covenants and Restrictions to be executed this 31st day of July, 1981.

Signed, Sealed and Delivered in the presence of:

*Nancy B. Gray*  
*Wanda B. Sullivan*

HLR, INC.  
a Florida corporation  
BY: *[Signature]*  
Vice President

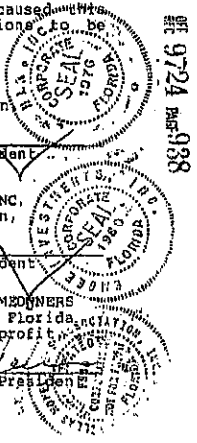
*Nancy B. Gray*  
*Wanda B. Sullivan*

ENGEE INVESTMENTS, INC.  
a Florida corporation  
BY: *[Signature]*  
Vice President

*Nancy B. Gray*  
*Wanda B. Sullivan*

SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit  
BY: *[Signature]*  
President

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STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

BEFORE ME, personally appeared H.M. Lasky, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of the above-named H.M. Lasky, Inc., a Florida corporation, and that he acknowledged to and before me that he executed such instrument as such Vice President of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 31<sup>st</sup> day of July, 1981.



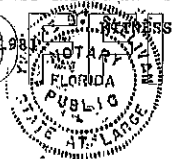
Thome B. Sullivan  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Sept. 16, 1983  
Bonds by American Fidelity & Casualty Company

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

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BEFORE ME, personally appeared H.M. Lasky, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of the above-named EMGEE INVESTMENTS, INC., a Florida corporation, and that he acknowledged to and before me that he executed such instrument as such Vice President of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 31<sup>st</sup> day of July, 1981.

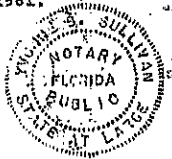


Thome B. Sullivan  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Sept. 16, 1983  
Bonds by American Fidelity & Casualty Company

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

BEFORE ME, personally appeared John Stephan Geier, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named SPRINGLAKE VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and that he acknowledged to and before me that he executed such instrument as such President of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 31<sup>st</sup> day of July, 1981.



Thome B. Sullivan  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Sept. 16, 1983  
Bonds by American Fidelity & Casualty Company

FILE 9724 PAGE 1839

CONSENT AND JOINDER OF MORTGAGEE

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the owner and holder of a Mortgage upon a portion of the lands described in the foregoing Declaration of Covenants and Restrictions, which Mortgage is recorded in Book 9238, Page 339 of the Official Records of Broward County, Florida, hereby consents to and joins in the making of the foregoing Amendment to the Declaration of Covenants and Restrictions.

Witnesses:

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

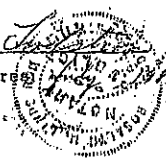
*Robert J. ...*  
*Conrad ...*  
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STATE OF ILLINOIS

COUNTY OF COOK

HEREBY CERTIFY that on this day, before me personally appeared FREDERICK W. McGUIRE and ROBERTO H. RUBIO, the Vice President and REAL ESTATE OFFICER respectively, of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, to me well known to be the persons described in and who executed the foregoing Consent and Joinder of Mortgagee, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal this 21st day of July, 1981.

*Robert M. ...*  
Notary Public  
My Commission Expires  
  
9724 EXPIRES 7/31/80



CONSENT AND JOINDER OF MORTGAGEE

CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of various Mortgages upon portions of the lands described in the foregoing Declaration of Covenants and Restrictions, which Mortgages are recorded among the Official Records of Broward County, Florida, as follows:

- O. R. Book 9668, Page 722
- O. R. Book 9662, Page 865
- O. R. Book 9662, Page 861
- O. R. Book 9662, Page 857
- O. R. Book 9662, Page 853
- O. R. Book 9627, Page 722
- O. R. Book 9627, Page 718
- O. R. Book 9627, Page 714
- O. R. Book 9627, Page 710
- O. R. Book 9627, Page 706
- O. R. Book 9537, Page 341
- O. R. Book 9537, Page 337
- O. R. Book 9537, Page 333
- O. R. Book 9537, Page 329
- O. R. Book 9537, Page 325
- O. R. Book 9537, Page 321
- O. R. Book 9537, Page 317
- O. R. Book 9537, Page 313
- O. R. Book 9537, Page 309
- O. R. Book 9374, Page 948
- O. R. Book 9374, Page 945
- O. R. Book 9374, Page 941
- O. R. Book 9374, Page 937
- O. R. Book 9374, Page 933

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NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA  
BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
EXEMPT ADMINISTRATOR

hereby consents to and joins in the making of the foregoing Amendment to the Declaration of Covenants and Restrictions.

Witnesses:

*Therese L. Sprunt*  
*Maia A. Jones*

CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *Ardis L. Stancoff*  
Vice President

ATTEST: *Patricia A. Collins*  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

I HEREBY CERTIFY that on this day, before me personally appeared Ardis L. Stancoff and Patricia A. Collins, the Vice President and Assistant Secretary, respectively, of CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, to me well known to be the persons described in and who executed the foregoing Consent and Joinder of Mortgage, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is their act and deed of said corporation.

WITNESS my signature and official seal this 1st day of August, 1981.

*Ardis L. Stancoff*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 12 1982  
BROWARD COUNTY, FLORIDA

RE 9724 REC-941

DECLARATION OF COVENANTS AND RESTRICTIONS

RELATING TO

80-352682

NORTHWOOD II, according to the plat thereof, as recorded in Plat Book 107, Page 39, of the Public Records of Broward County, Florida.

HLR, INC., a Florida corporation, and EMGEE INVESTMENTS, INC., a Florida corporation, the owners of all of the foregoing described lands, do hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

ARTICLE I

DEFINITIONS

As used in this Declaration of Covenants and Restrictions, the following words have the following meanings:

(a) ASSOCIATION means SpringLake Villas Homeowners Association, Inc., a Florida corporation not for profit to be formed, its successors or assigns.

(b) BOARD means the Board of Directors of the ASSOCIATION.

(c) BUILDING means the entire structure containing three or more single-family units.

(d) DEVELOPER means HLR, INC., a Florida corporation, and EMGEE INVESTMENTS, INC., a Florida corporation, their successors and assigns.

(e) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA or VA approved mortgage lending institution, recognized pension fund investing in mortgages, or federal or state savings and loan association having a mortgage lien upon any LOT or IMPROVED 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.

(f) LOT means a lot, as shown on the Plat of NORTHWOOD II, according to the plat thereof, recorded in Plat Book 107, Page 39, of the Public Records of Broward County, Florida.

(g) IMPROVED LOT means a LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable government authority.

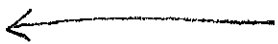
(h) OWNER means the holder or holders of the fee title to a LOT as herein defined.

(i) PERSON means a person, firm, association or corporation.

(j) RECREATION AREA means PARCEL A as shown upon the plat of NORTHWOOD II, according to the plat thereof, recorded in Plat Book 107, Page 39, of the Public Records of Broward County, Florida, together with all of

*Return to!*

THIS INSTRUMENT PREPARED BY:  
T. RANDOLPH BUCH  
BUCK & TAYLOR, P.A., ATTORNEYS  
8252 W. BROWARD BLVD., SUITE 604  
FT. LAUDERDALE, FLORIDA 33324



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*[Handwritten initials]*

the improvements constructed thereon and equipment contained thereon. The RECREATION AREA shall be owned, operated and maintained by the ASSOCIATION as provided for herein.

(k) SUBDIVISION means the following described lands, to-wit:

NORTHWOOD II, according to the plat thereof, as recorded in Plat Book 107, Page 39, of the Public Records of Broward County, Florida.

(l) 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.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Each OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to one vote to be cast through the OWNER. When more than one person holds an interest in any LOT, the vote of such LOT shall be cast by that OWNER 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.

ARTICLE III

PROPERTY RIGHTS

Section 1. OWNER'S Rights. Every member of the ASSOCIATION shall have the right of enjoyment in and to the RECREATION AREA and any and all improvements thereon. The DEVELOPER shall retain legal title to the RECREATION AREA for the development period, but in no event later than the 31st day of December, 1982, when, if DEVELOPER has not previously done so, it shall convey the RECREATION AREA to the ASSOCIATION free and clear of all liens and encumbrances, except taxes for the year of conveyance and reservations, restrictions, covenants and easements of record, including those contained in this Declaration.

Section 2. DEVELOPER'S Rights. It is acknowledged that the performance by the ASSOCIATION of its duties hereunder, and the exercise of its right is for the benefit of the OWNERS of the LOTS subject to these restrictions, as well as for the benefit of the DEVELOPER. Accordingly, if the ASSOCIATION shall fail or refuse to

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fulfill its obligations hereunder, or to exercise its rights, DEVELOPER, in its name or in the name of the ASSOCIATION, shall have the right, but not the obligation, to perform any of the ASSOCIATION'S duties and to exercise any of the ASSOCIATION'S rights arising out of or made necessary by the performance of such duties.

Section 3. Easements.

A. If any portion of an improvement constructed by the DEVELOPER on a LOT encroaches upon another LOT, whether such encroachment exists now or is created by construction in the future, a valid easement for such encroachment and the maintenance of the same, so long as it stands, shall and does exist and is hereby granted to the OWNER of such LOT. In the event an improvement constructed upon a LOT is partially or totally destroyed, and then rebuilt, and extent encroachments on other LOTS shall be permitted as described above and a valid easement for such encroachment and the maintenance thereof shall exist and is hereby granted to the OWNER of such LOT.

B. There is hereby granted to each OWNER an exclusive easement for parking and ingress and egress purposes over and upon the driveway which is located from the existing right-of-way to such OWNER'S LOT.

ARTICLE IV

MAINTENANCE

Section 1. Maintenance Easements. The DEVELOPER reserves unto itself, and to the ASSOCIATION, an easement to enter over, through and upon all of the LOTS for the purpose of maintaining and caring for the lawns, or any portion thereof located thereon and the exterior and roofs of the BUILDINGS constructed thereon as hereinafter set forth. "Maintenance and care" within the meaning of this subparagraph shall include mowing, irrigating, trimming, edging, fertilizing and spraying of the lawns and painting and maintaining the roofs and exteriors of the BUILDINGS. This easement shall specifically include an easement for the installation and maintenance of a lawn irrigation system at

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such locations as determined necessary or desirable by the ASSOCIATION. In the event the lawn or sod are damaged as a result of the OWNER'S negligence, then each OWNER shall be liable to the ASSOCIATION for the full reasonable cost of all required replacement of sod (as the same shall be determined from time to time by the ASSOCIATION in its sole discretion) upon such OWNERS' LOTS. In the exercise of its discretion in this latter regard, the ASSOCIATION shall be governed by the principle that all lawns shall be fully maintained free from unsightly bald spots and dead grass and uniform in texture and appearance with surrounding lawns in the neighborhood.

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Section 2. Exterior Building Maintenance.

The ASSOCIATION shall maintain the exteriors of all BUILDINGS. Such maintenance shall include the maintenance and repairing of roofs, exterior walls, shutters, trim and eaves. All such maintenance shall be performed at such times as the ASSOCIATION, in its sole discretion, determines the same to be necessary.

Section 3. Planting and Maintenance of Shrubbery and

Landscaping. No trees, plants, shrubbery, or landscaping effects of any kind shall be installed on any LOT without the prior written consent of the ASSOCIATION. The ASSOCIATION shall maintain the shrubbery and landscaping of all LOTS, including spraying, fertilizing, mowing, edging, trimming and irrigating at such times as the ASSOCIATION, in its sole discretion, determines to be necessary or desirable.

In accordance with the requirements of the City of Tamarac, the ASSOCIATION shall, at its own expense, mow the grassy area between the perimeter wall around portions of the subdivision and the paved portions of Southgate Boulevard and Nob Hill Road.

Section 4. Maintenance of RECREATION AREA.

The ASSOCIATION shall own the RECREATION AREA and shall have the responsibility of maintaining the RECREATION AREA. In addition to

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maintaining the same, it may make such improvements and provide such facilities in the RECREATION AREA as the ASSOCIATION deems necessary for the benefit of its members. The ASSOCIATION may do such other things and take such other actions as may reasonably be required to promote the health, safety and welfare of its members.

ARTICLE V

TAXES, INSURANCE, ASSESSMENTS AND LIENS

The OWNER of each IMPROVED LOT is hereby made liable to the ASSOCIATION for a pro rata share of the actual cost (including taxes and insurance) of the operation and maintenance of the RECREATION AREA and all other expenses of the ASSOCIATION, including, but not limited to, the costs of maintaining the exteriors of the BUILDINGS and landscaping as described in ARTICLE IV above. The annual budget of the ASSOCIATION shall be prepared by the Board and circulated to the ASSOCIATION members at least thirty (30) days prior to its adoption.

The ASSOCIATION shall be responsible for and pay all real property taxes and special assessments levied against the RECREATION AREA, whether or not DEVELOPER has conveyed said RECREATION AREA to the ASSOCIATION as herein provided.

The ASSOCIATION shall be responsible for and pay for all insurance premiums of any nature that would apply to the RECREATION AREA, including, but not limited to, windstorm, fire and extended coverage, and liability insurance. Prior to the conveyance of the RECREATION AREA by the DEVELOPER to the ASSOCIATION, all such insurance shall be obtained by DEVELOPER for the benefit of DEVELOPER and the ASSOCIATION, but such insurance shall be paid for by the ASSOCIATION. After the RECREATION AREA has been conveyed to the ASSOCIATION, it shall then be the obligation of the ASSOCIATION to obtain and pay for any and all appropriate and required insurance.

To accomplish any and all of the foregoing, the ASSOCIATION may assess each IMPROVED LOT to the extent of the amount required for such purposes. The OWNER of any IMPROVED LOT

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shall be obligated to pay a proportionate share of the cost of the foregoing services and mortgage payments and other charges or fees otherwise provided for in the Articles of Incorporation and By-Laws of the ASSOCIATION, whether or not the obligation to make such payment is specifically expressed in any deed or other conveyance of the title to such IMPROVED LOT. The setting forth of services to be provided by the ASSOCIATION is merely an expression of the general type of services to be provided and any other cost reasonably incurred by the ASSOCIATION shall be assessed pro rata against the IMPROVED LOTS. The method of assessment and creation and enforcement of assessments and liens shall be specifically provided for in the By-Laws of the ASSOCIATION; provided, however, that the ASSOCIATION shall have and is hereby given a lien on each IMPROVED LOT for the amount of any unpaid assessment, and interest thereon at the rate of fifteen (15) percent per annum from the date the same is past due until paid, and the said lien may be enforced in the same manner as a mortgage thereon may be foreclosed; provided, further, however, that any lien created pursuant to this Declaration of Covenants and Restrictions or by the By-Laws of the ASSOCIATION shall not exist until a claim of lien is filed by the ASSOCIATION in the Official Records of Broward County, Florida, making specific references to this Declaration of Covenants and Restrictions.

The amount of the initial assessment against each IMPROVED LOT described herein is hereby declared to be \$72.00 per month payable in advance on or before the first day of each month and of each and every month thereafter, which amount is subject to change by the ASSOCIATION from time to time as said ASSOCIATION may deem necessary to carry out its responsibilities and services as set forth herein. The assessment in effect at the time of the conveyance of any IMPROVED LOT from DEVELOPER to a purchaser thereof shall be paid by said purchaser to the ASSOCIATION at the time of closing pro rata for the balance of the month in which said

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closing takes place.

DEVELOPER, in partial consideration of it conveying to the ASSOCIATION the RECREATION AREA, shall not be subject to the foregoing assessment for any LOT or IMPROVED LOT owned by DEVELOPER until December 31, 1982. Thereafter, any LOT or IMPROVED LOT owned by DEVELOPER will be subject to such assessments. Notwithstanding the foregoing, in the event the assessment made against the OWNERS other than the DEVELOPER are insufficient for the ASSOCIATION to pay the maintenance, taxes and insurance of the RECREATION AREA, DEVELOPER will pay to the ASSOCIATION the difference between the amount assessed and the amount needed for such purposes. In no event, however, shall DEVELOPER be obligated to pay any part of any assessment not specifically made for the purpose of maintenance, taxes and insurance, and DEVELOPER'S obligation shall not exceed an amount equal to what the assessments against the LOTS or IMPROVED

LOTS owned by the DEVELOPER would have been if such LOTS and IMPROVED LOTS were assessed.

Each OWNER agrees to pay to the ASSOCIATION all court costs and reasonable attorneys' fees incurred by the ASSOCIATION in enforcing the provisions hereof against such OWNER.

ARTICLE VI

COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS

In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans upon LOTS, the ASSOCIATION'S right to assess a LOT, or to impress a lien upon a LOT (as provided in ARTICLE V above), the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure, shall be abated with respect to that portion of the assessment relating to the operation and maintenance of the RECREATION AREA so long as said INSTITUTIONAL LENDER retains said title. Upon disposal in any manner of a LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure,

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or when such LOT is under Lease, the ASSOCIATION'S right to make full assessments, including assessments relating to the operation and maintenance of the RECREATION AREA, against such LOT and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services with respect to the operation or maintenance of the RECREATION AREA undertaken by the ASSOCIATION during the period of time or prior to the time title to said LOT was held by an INSTITUTIONAL LENDER), and the ASSOCIATION'S duties and obligations with respect to said LOT shall be restored.

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The insurance other than title insurance, that shall be carried upon the RECREATION AREA and the BUILDINGS shall be

governed by the provisions set forth in the following Sections:

Section 1. Authority to purchase; Named Insured. All insurance policies upon the RECREATION AREA and the BUILDINGS (other than betterments and improvements made by OWNERS) shall be purchased by the ASSOCIATION. The named insured shall be the ASSOCIATION individually and as agent for the OWNERS and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the OWNERS and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee and all policies and their endorsements shall be deposited with the Insurance Trustee. OWNERS may obtain coverage at their own expense upon their personal property, upon improvements and betterments to their IMPROVED LOTS by the OWNERS, and for their personal liability and living expense.

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Section 2. Coverage.

A. Casualty and Flood. All BUILDINGS and the RECREATION AREA shall be insured against casualty, other than flood, in an amount equal to the maximum insurable replacement value thereof, including the value of excavations and foundations, and all personal property owned by the ASSOCIATION located upon the RECREATION AREA shall be insured against casualty for the fair market value thereof, all as determined annually by the Board. Casualty coverage shall afford protection against:

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

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

In addition to the foregoing casualty insurance, the ASSOCIATION may purchase flood insurance on said improvements in the maximum amount obtainable through the federal flood pool if the Board shall determine such insurance is in the best interest of the ASSOCIATION. The said casualty insurance and flood insurance, if any, shall meet the following requirements:

(i) Separate policies may be issued with respect to the BUILDINGS on the one hand, and the RECREATION AREA, on the other hand; all such policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "A" or better by Best's Insurance Reports.

(ii) All insurance policies shall provide that the amount which the ASSOCIATION, individually and as agent for the OWNERS and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any OWNER at his own expense to provide coverage for improvements and betterments, personal property or living expenses; each OWNER who purchases insurance

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coverage on the improvements and betterments to his IMPROVED LOT shall furnish a memorandum copy of the policy to the Board within thirty (30) days after purchase of such insurance.

(iii) Each policy must be written in the name of the ASSOCIATION and payable to the Insurance Trustee for the benefit of said ASSOCIATION, the OWNERS and their mortgagees, as their interest may appear.

(iv) Each policy must include a schedule of the BUILDINGS, the names of the OWNERS, and their mortgagees, if any, provided, however, that it shall be the duty of each OWNER and mortgagee to advise the ASSOCIATION of his or its interest in such BUILDING in order that such OWNER or mortgagee may derive the protection intended to be afforded by this requirement.

(v) Each policy must provide that the Insurer will not cancel, reduce or substitute coverage without first giving the

ASSOCIATION and all mortgagees named in mortgage endorsements, thirty (30) days prior written notice thereof.

B. Public Liability, including, but not limited to, owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the OWNERS as a group to an OWNER, in the minimum amount of \$500,000.00 for injury to any one person and \$1,000,000.00 for injuries to persons in one accident and \$50,000.00 for damage to property.

C. Workmen's Compensation policy to meet the requirements of law.

D. Such other Insurance as the Board shall determine from time to time to be desirable.

Section 3. Premiums. The premiums on all insurance carried by the ASSOCIATION, including casualty and flood insurance on the RECREATION AREA and BUILDINGS, shall be deemed to be expenses of the ASSOCIATION which shall be subject to apportionment and allocation as herein provided.

Section 4. Insurance Trustee; Shares of Proceeds. All casualty and flood insurance policies purchased by the ASSOCIATION

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shall be for the benefit of the ASSOCIATION, the OWNERS and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall then be serving under the Insurance Trust. The fees and expenses of the Insurance Trustee shall be paid by the ASSOCIATION. The Insurance Trustee shall not be liable for the purchase or renewal of any casualty or flood insurance policies or for the payment of premiums thereon or for the sufficiency of such policies or for any failure to collect any insurance proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided in the said Insurance Trust.

~~Section 5. ASSOCIATION AS AGENT. The ASSOCIATION is irrevocably appointed agent for each OWNER and for each owner of a mortgage or other lien upon a BUILDING and for each owner of any other interest in the RECREATION AREA to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.~~

Section 6. OWNER'S Insurance. Each individual OWNER shall be responsible for purchasing, at its own expense, liability insurance to cover accidents occurring within its own IMPROVED LOT and for purchasing insurance upon its own personal property.

ARTICLE VIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the RECREATION AREA or a BUILDING shall be damaged by casualty, it shall be reconstructed or repaired in the following manner:

A. If the damage is to the RECREATION AREA or to one or more BUILDINGS, then the damaged property shall be reconstructed or repaired by the ASSOCIATION.

B. The ASSOCIATION shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

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C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible.

D. Immediately after a determination is made to reconstruct or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

E. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the ASSOCIATION, then prior to executing contracts for the reconstruction and repair the following assessments shall be made.

Assessments shall be made against all OWNERS on account of damage to the BUILDINGS OR RECREATION AREA in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the OWNERS on the basis of one-one hundred seventy-first (1/171) for each IMPROVED LOT. All amounts so assessed against the OWNERS shall be collected by the ASSOCIATION and deposited with the Insurance Trustee (unless the ASSOCIATION shall have advanced from reserves on hand, against collection of such assessments, and deposited with the Insurance Trustee the required amounts) prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the ASSOCIATION a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the recorded mortgage on the damaged BUILDING OR RECREATION AREA. Notwithstanding the foregoing, the ASSOCIATION shall not be

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prohibited from entering into contracts for repairs having an aggregate cost of less than \$5,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

F. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty shall be disbursed in the following manner:

(1) The proceeds for each casualty shall be held in separate construction fund accounts and shall be disbursed only for reconstructing and repairing the property with respect to which such proceeds were collected.

(2) If there is a balance in any such separate construction fund after payment of all costs of the reconstruction and repair for which such fund is established, such balance shall be distributed to the ASSOCIATION.

(3) If the total cost of reconstruction and repair that is the responsibility of the ASSOCIATION is less than \$5,000.00, then the Insurance Trustee shall pay such cost to the ASSOCIATION, and the ASSOCIATION shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

(4) If the total cost of reconstruction and repair that is the responsibility of the ASSOCIATION is \$5,000.00 or more, but less than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the ASSOCIATION.

(5) If the costs of reconstruction and repair that is the responsibility of the ASSOCIATION is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the ASSOCIATION with the approval of an architect, qualified to practice in Florida, who has been employed by the ASSOCIATION to supervise the work.

(6) The ASSOCIATION shall keep records of all construction costs and the amount thereof to be charged to each separate construction fund.

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(7) Notwithstanding the provisions of this Declaration, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its president and secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged, provided that when the ASSOCIATION has certified that a disbursement is required hereunder to be made upon an order of the ASSOCIATION approved by an architect, no payment shall be made with respect to such order of the ASSOCIATION without such architect's approval.

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ARTICLE IX  
RULES AND REGULATIONS

The ASSOCIATION has the right, power and duty to establish rules and regulations for the maintenance and operation of the RECREATION AREA and for the maintenance and upkeep of the individual IMPROVED LOTS.

ARTICLE X

NUISANCES AND REMOVAL THEREOF

No trash or refuse shall be allowed to be placed, or suffered to remain, anywhere within the RECREATION AREA or on any IMPROVED LOT or any of the improvements thereon, except in a suitable container, and all IMPROVED LOTS and the RECREATION AREA shall be kept free from such conditions and in a clean and tidy condition and free of conditions obnoxious to the eye or permitting foul or obnoxious odors, and all structures and improvements built on such IMPROVED LOTS, including the RECREATION AREA and appurtenances thereto, shall be kept in good condition, repair and appearance by the OWNERS of each IMPROVED LOT and by the ASSOCIATION for the RECREATION AREA. No IMPROVED LOT shall be used

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in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties and such activity may be enjoined by the DEVELOPER, the ASSOCIATION or the OWNERS of any IMPROVED LOT.

ARTICLE XI

COMMERCIAL TRUCKS, TRAILERS AND BOATS

In order to maintain the high standards of the Subdivision with respect to residential appearance, no trucks, commercial vehicles, boats, housetrailer, boat trailers or trailers of any other description, mobile homes, houseboats, motorcycles, or recreation vehicles, as such vehicles may be defined by the zoning ordinances or regulations in effect from time to time by the governmental body having jurisdiction thereof, shall be permitted to be parked or to be stored on any IMPROVED LOT within the subdivision; provided, however, any of the foregoing may be kept on the property if the same is kept in an enclosed garage. The prohibition against trucks and commercial vehicles shall not apply to temporary parking, such as for pick-up and delivery and other temporary commercial services. No automobile or other motor vehicle may be parked on any IMPROVED LOT or within the Subdivision which does not have a current license tag and current inspection certificate.

ARTICLE XII

GARBAGE AND TRASH DISPOSAL

No garbage, refuse or rubbish shall be deposited or kept on any IMPROVED LOT, except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property; provided, however, that garden trash and rubbish that is required to be placed at the front of the IMPROVED LOT in order to be collected may be placed and kept at the front of the IMPROVED LOT, and need not be in any container, for periods not exceeding twenty-

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four (24) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIII

LIVESTOCK, POULTRY AND ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any IMPROVED LOT, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to anyone in the subdivision. Dogs must be kept on a leash when outside of the residence.

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ARTICLE XIV

SIGNS, FENCES, EXTERIOR RADIO AND TELEVISION ANTENNAE

No sign of any nature whatsoever shall be erected or displayed upon any of the LOTS, except where express prior-written approval of the site, shape, content and location thereof has been obtained from the ASSOCIATION, which approval may be arbitrarily withheld; providing, however, that the DEVELOPER shall have the right to place such signs upon the LOTS and IMPROVED LOTS as DEVELOPER deems necessary and proper in its sole discretion in connection with the sale by DEVELOPER of LOTS and IMPROVED LOTS within the subdivision, including resales of the same. No exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described lands. No fences, other than those erected by the DEVELOPER, shall be permitted anywhere within the Subdivision, except as approved in writing by the DEVELOPER or the ASSOCIATION, which approval may be arbitrarily withheld.

ARTICLE XV

USE RESTRICTIONS

Section 1. Zoning. All of the LOTS in the Subdivision subject to the provisions hereof shall be used only for the purposes as are permitted under the zoning classification of the governmental body having jurisdiction as of the date hereof.

Section 2. Commercial Buildings. No commercial buildings shall be erected, nor shall any building be used for any commercial purposes on any LOT, provided, however, that a construction shed may be placed on a LOT by the DEVELOPER and remain there temporarily during the course of active construction of a building, and provided further that no other portable or temporary buildings may be placed on any LOT.

Section 3. Leases. No OWNER shall lease the IMPROVED LOT, or any portion thereof, without the prior approval of the ASSOCIATION, but under no circumstances shall the IMPROVED LOT, or any portion thereof, be leased for a period less than six (6) months, and no such lessee shall be permitted to have residing with him on the IMPROVED LOT any pets or any children under sixteen (16) years of age.

Section 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 LOTS; however, notwithstanding this restriction, the DEVELOPER and its assigns shall not be prohibited from operating sales models or offices on the LOTS.

ARTICLE XVI

SETBACK RESTRICTIONS

Subject to the exceptions hereinafter mentioned, no building or any part thereof, may project beyond setback lines, as set forth in the prevailing zoning regulations.

ARTICLE XVII

DRAINAGE

No changes in elevations of the properties, or any part thereof, shall be made without the consent of the governmental

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agency having jurisdiction over the Subdivision.

ARTICLE XVIII

SEWAGE

Whether or not provision therefor is specifically stated in any conveyance, the OWNER or occupant of each and every LOT subject to these provision, by acceptance of title thereof or by taking possession thereof, covenants and agrees that no septic tanks shall be placed on or used in connection with such LOT. Each OWNER or occupant covenants and agrees that no means of sewage disposal shall be used except that provided for by the sewage treatment plant or sanitary sewer system servicing the subdivision.

ARTICLE XIX

AGE LIMITATION ON PERMANENT RESIDENTS

In recognition of the fact that the subdivision has been and is being developed and the structures to be located therein designed primarily for the comfort, convenience and accommodation of adult persons, the use of all of the LOTS in the subdivision is hereby limited to permanent residents eighteen (18) years of age or older, except that children under such age may be permitted to visit and temporarily reside therein, provided that such temporary residence shall not exceed sixty (60) days in any one calendar year, or sixty (60) days within any consecutive twelve month period, whichever is less.

ARTICLE XX

ARCHITECTURAL CONTROL COMMITTEE

For the purpose of insuring the development of the Subdivision as a residential area of high standards, the DEVELOPER, until an Architectural Control Committee has been designated by the Board of Directors of the ASSOCIATION, shall exercise architectural control over the BUILDINGS, structures and other improvements placed on the LOTS. The OWNERS of each and every LOT, except DEVELOPER, by acceptance of title thereto or by taking possession thereof, covenant and agree that no building, wall, structure or

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other improvements shall be placed upon such LOT unless and until the plans and specifications therefor and the plot plan have been approved in writing by the DEVELOPER or a majority of such committee, if established. Each such building, wall, structure or other improvements shall be placed upon said LOT only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the DEVELOPER or such committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the DEVELOPER or such committee, shall be sufficient. No alteration in the exterior appearance of the BUILDINGS or other structures shall be made without like approval. Plans for such approval shall be submitted to the DEVELOPER or the Committee at the DEVELOPER'S OFFICE in Duval County, Florida, unless DEVELOPER or the Committee shall establish a different place to submit such plans. In the event DEVELOPER or said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to them, or if no suit to enjoin the construction, addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this provision shall be deemed to have been fully complied with.

It is the intention hereof that the Architectural Control Committee shall have the right to control all architectural aspects of any improvements constructed in the Subdivision, including, without limitation, height, site planning, setback requirements, open space, exterior design, landscaping, including the right to establish minimum landscaping criteria for each LOT provided that the same shall be applied equitably and without discrimination to all LOTS. It is the purpose of these restrictions that the entire area of which the subject lands are a part may be developed as a planned high quality residential community with each area thereof complementing the others and forming a homogeneous whole.

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ARTICLE XXI

PARTY WALLS

Section 1. Construction. An eight inch (8") concrete block wall shall be erected from the ground level to the tie beam, separating units within a BUILDING with its centerline on the line separating the two LOTS as described in the plat of the Subdivision.

Section 2. Responsibility as Between OWNERS. The cost of maintaining each side of a Party Wall shall be borne by the party using said side. In the event of damage or destruction of any Party Wall from a cause other than the negligence of the OWNERS of the Party Wall, the OWNERS shall, at joint expense, repair or rebuild said Party Wall and each OWNER, his successors and assigns, shall have the right to full use as herein contained of said Party Wall so repaired or rebuilt.

If either OWNER'S negligence shall cause damage or destruction of the Party Wall, such negligent OWNER shall bear the entire cost of repair or reconstruction. If either OWNER shall neglect or refuse to pay his share or all of such costs in case of negligence, the other OWNER may have the Party Wall repaired or reconstructed and shall be entitled to have a lien on the LOT of the OWNER so failing to pay for the amount of such defaulting OWNER'S share of the repair or reconstruction cost.

ARTICLE XXII

ROOF MAINTENANCE AND REPAIR OR REPLACEMENT

Normal maintenance of the roof of any BUILDING shall be done uniformly by the ASSOCIATION.

In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one (1) LOT, the repair or replacement shall be at the expense of the OWNER of such LOT. Damage or destruction affecting other roof areas of the BUILDING will be repaired or replaced at the apportionate expense by the OWNERS according to the percentage of the total expense which each LOT'S roof bears to the total roof area so repaired or replaced.

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If the damage or destruction of an adjacent roof is caused by the negligence of any one OWNER, such negligent OWNER shall bear the entire cost of repair or replacement. If any OWNER shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other OWNER may have such roof repaired or replaced and shall be entitled to a lien on the LOT of the OWNER so failing to pay for the amount of each defaulting OWNER'S share of the repair or replacement.

Each OWNER in a given BUILDING grants to the other OWNER of said BUILDING a perpetual utility easement for power, telephone and any other utility lines installed either through the Party Wall or beneath the ground floor slab or through the attic space of said BUILDING. Any expense occasioned by necessary access of authorized personnel of utility companies serving the BUILDING will be equally shared by all OWNERS of said BUILDING.

In the event repairs, maintenance or reconstruction shall be necessary to the BUILDING, all necessary entries on adjacent LOTS shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner. Entry on an adjacent LOT for the above purposes shall be made only upon advance notice to the adjacent OWNER and only during normal working hours, Sunday not included. The advance notice to the adjacent OWNER will be waived when said OWNER is temporarily or permanently not in residence and in such instances, advance notice shall be given in writing to the ASSOCIATION. The OWNER performing such repair, maintenance or reconstruction, or his authorized contractor or agent, shall do so without damage or harm to any part of the adjacent LOT. The entering OWNER does hereby agree to bear the expense of replacement or repair of any item damaged during the process of repair, maintenance or reconstruction. An OWNER shall have the right to repair any unsafe condition of a Party Wall and both adjacent OWNERS shall bear the expense in equal shares.

The term "use" shall and does include normal interior usage, such as paneling, plastering, painting, decorating, erection

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of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete block forming said Party Wall. Each OWNER of a LOT shall be entitled to use the Party Walls as provided in this paragraph.

Any OWNER shall have the right to extend beams necessary for the maintenance or reconstruction or repair of his portion of the BUILDING into the Party Wall, but not through the interior surface of the adjacent OWNER'S portion of the BUILDING.

Openings shall remain where originally constructed and no additional openings shall be made. In the event of reconstruction or rebuilding, no openings shall be created other than where originally constructed.

Any use that would harm or structurally weaken any party wall is prohibited.

ARTICLE XXIII

RESERVE ACCOUNT DEPOSIT

At the time of the real-estate closing, when a purchaser acquires fee simple title to an IMPROVED LOT and becomes an OWNER, such OWNER shall contribute to the ASSOCIATION \$100.00 for the purpose of initial and nonrecurring capital expenses of the ASSOCIATION and for providing initial working capital for the ASSOCIATION.

ARTICLE XXIV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the DEVELOPER or the ASSOCIATION, or any OWNER of any LOTS in the Subdivision, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date hereof, and after such period of 25 years, the same shall continue in effect until there shall be recorded among the Official Records of Broward

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County, Florida, an instrument executed by the OWNERS of seventy-five (75%) percent of the LOTS cancelling and revoking the same.

Section 2. Amendment. This Declaration may be amended at any time and from time to time upon the affirmative vote of approval of OWNERS holding not less than three-fourths (3/4) of the voting interest of the membership, provided that so long as the DEVELOPER is the OWNER of any LOT or any property affected by this Declaration or amendment or appoints a Director of the ASSOCIATION, the DEVELOPER'S consent must be obtained. Any such amendment shall be evidenced by an instrument executed by the proper officers of the ASSOCIATION and recorded in the Public Records of Broward County, Florida. No amendment shall affect the lien of any mortgage then encumbering any part of the subdivision.

~~Section 3. Enforcement.~~ The DEVELOPER or the ASSOCIATION or any 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 covenant or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created

by these covenants. In addition to the foregoing right, the DEVELOPER or the ASSOCIATION, after giving thirty (30) days written notice of any violation to the violating party, said notice to be effective upon mailing, shall have the right to enter upon any property whenever there shall have been built on such property, subject to these restrictions, any structure which is in violation thereof, or upon which any violation of these restrictions may exist or be permitted to exist, and summarily abate or remove the same at the expense of the OWNER, and such entry and abatement or removal shall not be deemed a trespass and the cost thereof shall be a lien in favor of the DEVELOPER or the ASSOCIATION, imposed and enforceable as provided herein. The failure by the DEVELOPER or the ASSOCIATION or any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 4. Distributions by ASSOCIATION. IF the ASSOCIATION has funds in excess of the amount necessary to perform its duties and responsibilities, whether such funds arise from condemnation, eminent domain proceedings, sale of assets or from any source whatsoever, and upon a resolution of the Board that such funds should be distributed to the OWNERS, then such funds shall be distributed to all OWNERS on a pro rata basis so that each OWNER receives an amount equal to that amount distributed to all other OWNERS.

Section 5. IMPROVED LOT to remain so classified. Once a LOT becomes an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

Section 6. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or Court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

Section 7. Headings. The headings contained herein are for ease of reference only, and do not constitute substantive provisions to this instrument.

Section 8. Effective Date. This Declaration shall become effective upon recordation in the Official Records of Broward County, Florida.

IN WITNESS WHEREOF, HLR, INC. and EMGEE INVESTMENTS, INC. have caused this instrument to be executed this 12<sup>th</sup> day of November, 1980.

Signed, Sealed and Delivered in the presence of

Wanda Sherrill  
Janice Watkins  
Wanda Sherrill  
Janice Watkins

HLR, INC.  
a Florida corporation,  
BY: Donald W. Hill Vice President

EMGEE INVESTMENTS, INC.  
a Florida corporation,  
BY: [Signature] Vice President

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STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

BEFORE ME, personally appeared David W. Wall, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of HLR, INC., a Florida corporation, and that he acknowledged to and before me that he executed such instrument as such Vice President of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 13<sup>th</sup> day of November, 1980.

Maria A. Nelson  
Notary Public  
State of Florida

My Commission Expires:

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STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

BEFORE ME, personally appeared Harmon Y. Dasky, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of EMGEE INVESTMENTS, INC., a Florida corporation, and that he acknowledged to and before me that he executed such instrument as such Vice President of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 13<sup>th</sup> day of November, 1980.

Maria A. Nelson  
Notary Public  
State of Florida

My Commission Expires:

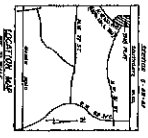
RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

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PREPARED BY  
DANIEL CARVAVAN  
CONSULTING ENGINEER, INC.  
1000 N. W. 10TH AVENUE  
MIAMI, FLORIDA 33136  
APRIL, 1980

A PORTION OF FLORIDA, FRUIT LANDS COMPANY, SUBDIVISION NO. 2 OF SECTION 5, TOWNSHIP 49  
SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF  
PALM BEACH COUNTY, FLORIDA, CITY OF TAMPA, BROWARD COUNTY, FLORIDA, 17,686 ACRES

# NORTHWOOD II



PLAT BOOK 102, PAGE 102  
SHEET 1 OF 2 SHEETS

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**CITY OF TAMPA**  
CITY OF TAMPA PLANNING COMMISSION  
CITY OF TAMPA, FLORIDA  
APRIL 15, 1980

**BROWARD COUNTY CENTRAL SERVICES DEPARTMENT - ARCHIVES AND LIBRARY DIVISION**  
BROWARD COUNTY CENTRAL SERVICES DEPARTMENT - ARCHIVES AND LIBRARY DIVISION  
BROWARD COUNTY, FLORIDA  
APRIL 15, 1980

**BROWARD COUNTY FINANCE DEPARTMENT - RECORDS DIVISION**  
BROWARD COUNTY FINANCE DEPARTMENT - RECORDS DIVISION  
BROWARD COUNTY, FLORIDA  
APRIL 15, 1980

**BROWARD COUNTY ENGINEERING DIVISION**  
BROWARD COUNTY ENGINEERING DIVISION  
BROWARD COUNTY, FLORIDA  
APRIL 15, 1980

**STATE OF FLORIDA**  
STATE OF FLORIDA  
TAMPA, FLORIDA  
APRIL 15, 1980

**PLAT BOOK 102, PAGE 102**  
PLAT BOOK 102, PAGE 102  
SHEET 1 OF 2 SHEETS

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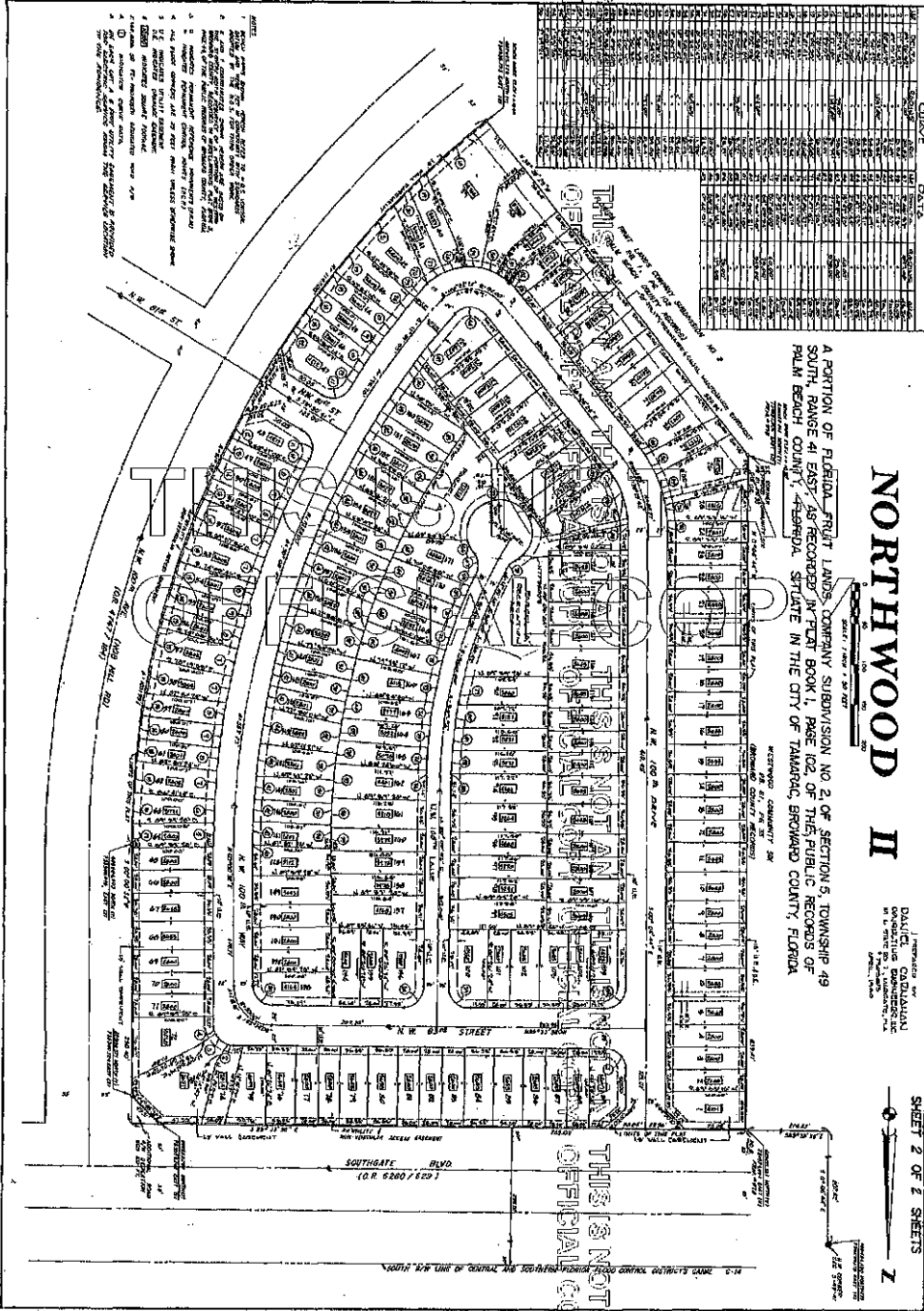
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OR BK 191K P 6747



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- NOTES:
1. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF THE PROJECT, AS RECORDED IN PLAT BOOK 123, PAGE 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
  2. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND THE PROJECT IS IN FULL COMPLIANCE WITH ALL APPLICABLE REGULATIONS.
  3. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND THE PROJECT IS IN FULL COMPLIANCE WITH ALL APPLICABLE REGULATIONS.
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  10. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND THE PROJECT IS IN FULL COMPLIANCE WITH ALL APPLICABLE REGULATIONS.

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
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100	1,234	0.028

# NORTHWOOD II

A PORTION OF FLORIDA FRUIT LANDS, COMPANY SUBDIVISION NO. 2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DAVID CAVALIARI  
CONSULTING ENGINEER  
P.L.C.  
1000 S.W. 10TH AVENUE  
MIAMI, FLORIDA 33135

PLAT BOOK 123 PAGE 28  
SHEET 2 OF 2 SHEETS  
Z

SOUTHGATE BLVD  
(D.R. 6280/1120)

1/2" = 100' SCALE

80-321010

Plot

Northwood II

Plot Book 107 Page 39

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