

This instrument was prepared by:
LIVE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

97-484123 T0003
09-15-97 10:23AM

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
SPRINGTREE WEST III AND BY-LAWS
OF SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictions and Protective Covenants for Springtree West III, and the attached amendment to the By-Laws, an Exhibit to the Declaration of Restrictions and Protective Covenants for Springtree West III, as recorded in Official Records Book 11287 at Page 356 of the Public Records of Broward County, Florida, were previously adopted in the manner provided in the Declaration and By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of Aug, 1997, at Sunrise, Broward County, Florida.

WITNESSES

SPRINGTREE WEST III HOMEOWNERS
ASSOCIATION, INC.

Sign

Print

Sign

Print

[Signature]
Sharon Robinson
Sharon Robinson
Sharon Robinson

[Signature]
Joseph Schwartz, President
Address:
4535 NW 74 Way
Surfside FL 33151

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of August, 1997, by Joseph Schwartz, as President of Springtree West III Homeowners Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification ✓
driver license
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign

print

[Signature]
Janet R. Boynton
My Commission expires:



91016_1

LAW OFFICES
BECKER & POLIAKOFF, P.A. • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057
TELEPHONE (954) 987-7550

3K26992PC0486

**AMENDMENTS TO THE DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS OF
SPRINGTREE WEST III
AND THE BY-LAWS OF
SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC.**

1. Any homeowner(s) selling or leasing their home must contact the Board of Directors immediately. This insures that all parties are aware of the Association's monthly fees and occupant is aware of the By-Laws.
2. Amendment to Article VII (K) of the Declaration of Restrictions and Protective Covenants to add the following language:
No commercial vehicles or trailer of any kind or size, including boat trailers, commercial or otherwise, may be parked on lot premises that is in public view. Public view shall be defined as being seen from roadways and/or sidewalks. Excluding pick-up trucks, vans and sport utility vehicles used for everyday transportation.
3. Amendment to Article VII (J) of the Declaration of Restrictions and Protective Covenants to add the following language:
All structural improvements including house painting must be approved by the Board of Directors of Springtree West III.
4. Amendment to Article XII of the By-Laws to add the following language:
Any homeowner or occupant of any dwelling in Springtree West III who fails to abide by the Declaration of Restrictions and Protective Covenants, Articles of Incorporation and the By-Laws shall be fined \$25 per day. This fine shall be imposed 10 days after the homeowner or occupant receives written notice from the Board of Directors.

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

BX26992PC0487

This instrument was prepared by:
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

97-484124 T#004
09-15-97 10:23AM

**CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an Exhibit to the Declaration of Restrictions and Protective Covenants of Springtree West III, as recorded in Official Records Book 11287 at Page 356 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in Article XIII of the By-Laws, at a meeting held on Aug 17, 1997, 1997.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of August, 1997, at Sunrise, Broward County, Florida.

WITNESSES

SPRINGTREE WEST III HOMEOWNERS
ASSOCIATION, INC.

Sign

Print

Sign

Print

By:

Joseph Schwartz, President
Address:
4535 NW 74th Way
Surfside FL 33151

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of August, 1997, by Joseph Schwartz, as President of Springtree West III Homeowners Association, Inc., a Florida not-for-profit corporation.

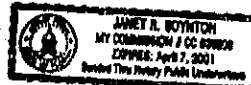
Personally Known OR
Produced Identification ✓
Driver License
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign

print

My Commission expires:



8K26992P60488

91039_1

LAW OFFICES
BECKER & POLIAKOFF, P.A. • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057
TELEPHONE (954) 987-7550

**AMENDMENT TO THE BY-LAWS
OF
SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC.**

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH.

1. *Proposed amendment to Article VII, Section 1.A. of the By-Laws, to read as follows:*

1. Meetings of Members.

A. Annual meetings: The annual meeting of the members of the Association shall be held at the office of the Association on the second Thursday in ~~December~~ April of each calendar year or at such other time and date(s) as the Board may determine. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

8K26992P60489

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

97-480206 T#001
09-12-97 10:53

This instrument was prepared by:
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**CERTIFICATE OF AUTHENTICITY OF
(ARTICLES OF INCORPORATION AND BY-LAWS OF
SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC.)**

WE HEREBY CERTIFY THAT the attached Articles of Incorporation and By-Laws of Springtree West III Homeowners Association, Inc., are true and correct copies of those documents referenced in the Declaration of Restrictions and Protective Covenants for Springtree West III, as recorded in Official Records Book 11287 at Page 356 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of Aug, 1997, at Sunrise, Broward County, Florida.

WITNESSES

SPRINGTREE WEST III HOMEOWNERS
ASSOCIATION, INC.

Sign

Print

Sign

Print

Stacy Nickerson
Stacy Nickerson
Stacy Nickerson
Stacy Nickerson

By:

Joseph Schwartz
Joseph Schwartz, President
Address:
4535 NW 94 Way
Sunrise FL 33351

STATE OF FLORIDA
COUNTY OF BROWARD

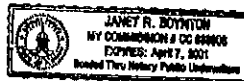
The foregoing instrument was acknowledged before me this 22 day of August, 1997, by Joseph Schwartz, as President of Springtree West III Homeowners Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification ✓
Driver License
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign
print

Janet R. Boynton
Janet R. Boynton
My Commission expires:



BK26984P60601

91012_1

LAW OFFICES
BECKER & POLIAKOFF, P.A. • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057
TELEPHONE (954) 987-7350

ARTICLES OF INCORPORATION
OF
SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of the State of Florida.

ARTICLE I
NAME

The name of this corporation shall be SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association".

ARTICLE II
PURPOSES AND POWERS

The Association shall have the following powers:

- A. To manage, operate and administer the real property (the "Real Property") which is subject to the Declaration of Restrictions and Protective Covenants For Springtree West III (the "Declaration") filed for record in Official Records Book _____, at Page _____, of the Public Records of Broward County, Florida.
- B. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deed of trust, pledge or other lien.
- C. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.
- D. To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Declaration, the By-Laws and the Rules and Regulations of the Association.
- E. To contract for the management of the Real Property.
- F. To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Real Property.
- G. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration and the By-Laws.

ARTICLE III
MEMBERS

A. Every person or entity who is a record owner of a fee simple interest in any lot which is subject to the Declaration shall be a member of the Association; provided that any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

B. The Association shall have two classes of membership:

- Class A Class A Members shall be all record owners of a fee simple interest in any lot which is subject to the Declaration, other than the Developer (as defined in the Declaration). Class A members shall be entitled to one vote for each lot owned

BK26984PC0602

by such member. When more than one person holds such interest or interests in any such lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised by only one person who is designated, in writing, by a majority of such members. In no event shall more than one vote be cast with respect to any such lot.

Class B

The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each lot which it owns subject to the Declaration. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever is the first to occur:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
2. On January 1, 1989.

ARTICLE IV
EXISTENCE

The Association shall have perpetual existence.

ARTICLE V
SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
JOSEPH M. BISTRITZ	4470 N.W. 94th Terrace Sunrise, Florida 33321
E. PETER GOLDRING	4470 N.W. 94th Terrace Sunrise, Florida 33321
RITA C. FERRANTE	4470 N.W. 94th Terrace Sunrise, Florida 33321

ARTICLE VI
DIRECTORS

A. The Association affairs shall be managed by a Board of Directors initially composed of three persons, in accordance with the Association's By-Laws.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in the Association's By-Laws. Should a vacancy occur on the Board, the remaining Directors shall select a member to fill the vacancy until the next annual meeting of the membership.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of the Association's By-Laws:

<u>NAME</u>	<u>ADDRESS</u>
JOSEPH M. BISTRITZ	4470 N.W. 94th Terrace Sunrise, Florida 33321
E. PETER GOLDRING	4470 N.W. 94th Terrace Sunrise, Florida 33321
RITA C. FERRANTE	4470 N.W. 94th Terrace Sunrise, Florida 33321

8K26984PG0603

ARTICLE VII
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
JOSEPH M. BISTRITZ	President	4470 N.W. 94th Terrace Sunrise, Florida 33321
E. PETER GOLDRING	Treasurer	4470 N.W. 94th Terrace Sunrise, Florida 33321
RITA C. FERRANTE	Vice President/ Secretary	4470 N.W. 94th Terrace Sunrise, Florida 33321

ARTICLE VIII
BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer or of Institutional Mortgagees without their prior written consent.

ARTICLE IX
AMENDMENTS TO ARTICLES

Amendments to these Articles shall be proposed and adopted in the following manner:

A. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the members of the Association having a majority of the votes in the Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of the members having 75% of the votes of the Association.

C. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all Institutional Mortgagees. No amendment shall be made that is in conflict with the Declaration.

D. A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes.

ARTICLE X
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon the Director or Officer in connection with any proceeding or any settlement thereof to which the Director or Officer may be a party, or in which the Director or Officer may become involved by reason of the Director or Officer being or having been a Director

2K26984P60604

or Officer of the Association, whether or not a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's or Officer's duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or Officer may be entitled.

ARTICLE XI
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at 4642 N.W. 94th Avenue, Sunrise, Florida 33321, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office is at the above address and the initial registered agent therein is JOSEPH M. BISTRITZ.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of May, 1983.

Signed, sealed and delivered
in the presence of:

Bernard Shuman

Luzanne Ferrante

JOSEPH M. BISTRITZ

E. PETER GOLDRING

RITA C. FERRANTE

STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 31 day of May, 1983 by JOSEPH M. BISTRITZ, E. PETER GOLDRING and RITA C. FERRANTE, respectively.

My Commission Expires:
Dec. 31, 1984
My Commission Expires March 26, 1987
Notary Public for the State of Florida, Inc.

W. Lee Shuman
Notary Public,
State of Florida at Large

I hereby accept the designation of Registered Agent as set forth in these Articles of Incorporation.

JOSEPH M. BISTRITZ

BK26984PG0605

BY-LAWS
OF
SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I
IDENTITY

These are the By-Laws of SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II
PURPOSES

This Association has been organized for the purpose of operating, governing, administering and managing the real property (the "Real Property") which is subject to the Declaration of Restrictions and Protective Covenants for SPRINGTREE WEST III (the "Declaration") filed for record in Official Records Book _____, at Page _____, of the Public Records of Broward County, Florida, and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration.

ARTICLE III
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall initially be managed by a Board of Directors composed of three (3) persons. The members of the initial Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until the Developer (as defined in the Declaration) no longer has any ownership interest in any real property which is subject to the Declaration.

Until such time as the members of the Association, other than the Developer, shall be entitled to elect all of the Directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

B. Directors shall be elected by the members of the Association at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before each annual meeting of members, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the annual meeting of members, for the examination of every member of the Association and shall be produced and kept at the time and place of the annual meeting of members, subject to the inspection rights of any member who may be present. At the first annual meeting of the members, Directors shall be elected for a term of one (1) year.

D. Directors, other than the initial Board of Directors, shall be elected as follows:

(1) Nominations shall be from the floor at the annual meeting of members, and a vote shall be had by written, secret ballot. The election of each Director shall require a plurality of the votes of those members voting, either in person or by proxy, at the election. All of the Directors shall be elected at the same meeting.

(2) Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the initial Board of Directors by Article VI of the Articles of Incorporation.

BK26984P80606

2. Officers.

The Officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other Officers as the Board of Directors may appoint. The President must be a member of the Board of Directors. The Officers named in the Articles of Incorporation shall serve, unless removed and replaced by the Developer, until the first meeting of the Board of Directors held subsequent to the first annual meeting of members, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first meeting of the Board of Directors held subsequent to the first annual meeting of members, shall hold office until the next and ensuing annual meeting of the Board of Directors and until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the Director or Officer of membership in the Association.

B. Subject to the right of the Developer to replace Directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any Director may be recalled and removed from office, with or without cause, upon the vote of a majority of the members of the Association, except that Directors selected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

ARTICLE IV
POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by these By-Laws or by law; and the aforementioned powers of the Association shall include, but shall not be limited to, the following:

1. All of the powers specifically provided for in the Declaration.

2. The power to levy and collect assessments, regular and special, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a

8X26984PC0607

budget shall not impair or affect the members' obligations to pay their share of the assessments imposed pursuant to the provisions of the Declaration.

3. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the Real Property and in accomplishing the purposes set forth in the Declaration.

4. The power to expend monies collected for the purpose of paying the expenses of the Association.

5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Real Property.

6. The power to insure and keep insured the buildings and improvements upon the Real Property.

7. The power to employ the personnel required for the operation of the Association.

8. The power to pay utility bills for utilities serving the Real Property.

9. The power to contract for the management of the Real Property.

10. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the Rules and Regulations duly promulgated by the Association.

12. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from members for violation of the provisions of the Declaration.

13. The power to pay all taxes and assessments which are or may become liens against the Real Property and to assess the same against the members.

14. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

15. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

16. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration.

17. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Real Property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall

8X26984PC0608

be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of the Association handled and managed by the managing agent.

ARTICLE V
DUTIES OF OFFICERS

1. The President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and render an annual report at the annual meeting of members.

2. The Vice President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform all other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and of the members, which minute book shall at all reasonable times be available at the office of the

8K26984P60609

Association for inspection by members, or their authorized representatives, and by the Directors.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting of members and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI
MEMBERSHIP

1. Every person or entity who is a record owner of a fee simple interest in any lot which is subject to the Declaration shall be a member of the Association; provided that any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. The Association shall have two classes of membership:

Class A Class A members shall be all record owners of a fee simple interest in any lot which is subject to the Declaration, other than the Developer. Class A members shall be entitled to one vote for each lot owned by such member. When more than one person holds such interest or interests in any such lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised by only one person who is designated, in writing, by a majority of such members. In no event shall more than one vote be cast with respect to any such lot.

Class B The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each lot which it owns subject to the Declaration. The Class B member shall cease and be converted to Class A membership on the happening of either of the following events, whichever is the first to occur:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. On January 1, 1989.

ARTICLE VII
MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES.

1. Meetings of Members.

A. Annual meetings: The annual meeting of the members of the Association shall be held at the office of the Asso-

BK26984P60610

ciation on the second Thursday in December of each calendar year. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

B. Special meetings: It shall be the duty of the President to call a special meeting of the members of the Association as directed by resolution of the Board of Directors or upon a petition signed by fifty-one (51%) percent of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of four-fifths (4/5) of the members present, either in person or by proxy. In addition, a special meeting of the members of the Association, to recall or remove a member of the Board of Directors, shall be called upon ten (10%) percent of the members giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of meetings: It shall be the duty of the Secretary to provide notice of the annual meeting of members or of special meetings of members, stating the purpose thereof as well as the time and place where it is to be held, to each member of the Association, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) but not more than forty (40) days prior to such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, the Secretary shall retain the post office certificate of mailing as proof of such mailing. The mailing of the notice in the manner provided in this subparagraph shall be considered notice served. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

D. Budgetary meetings: The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the members not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members.

E. Quorum: The presence at any meeting of the membership of the Association, either in person or by proxy, of members entitled to cast 33 1/3% of the votes of the Association, shall constitute a quorum for the transaction of business at all meetings of members.

F. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

G. Voting: The vote of the majority of those members present at any meeting, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of these By-Laws a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. Every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

I. Waiver and consent: Nothing herein shall be construed to prevent a member from waiving notice of a meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted.

2. Meetings of Directors:

A. Organizational meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Annual meetings: There shall be an annual meeting of the Board of Directors immediately prior to the annual meeting of the members, at the offices of the Association.

C. Regular meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted.

D. Special meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two-thirds of the Board of Directors.

E. Notice to members: All meetings of the Board of Directors shall be open to members.

F. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof.

G. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VIII
PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting, or Waiver of Notice;

- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Election;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

ARTICLE IX
ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay assessment imposed pursuant to the Declaration.

2. The Board shall adopt a budget for the Association during the month preceding the fiscal year wherein the budget will take effect, which budget shall include a schedule of assessments to be paid by the members.

3. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month.

4. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments unless the Declaration shall otherwise provide.

5. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each member. Until further notice, assessments shall be made payable to the Association and shall be payable at the office of the Association.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of his proportionate share for any deficiency. Notice of all changes in assessments shall be given to all members.

6. Assessments not paid on each due date shall bear interest from the date when due until paid at the rate of fifteen (15%) percent per annum. Additionally, the failure to pay any assessment on its due date shall entitle the Association to levy a \$25.00 late charge against the defaulting member.

7. In the event an assessment is not paid when same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent member in any manner provided for by the Declaration and these By-Laws. Each member shall be individually responsible for the payment of assessments and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

8. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

BK26984P60613

**ARTICLE X
FISCAL MATTERS**

1. Fiscal year: The fiscal year of the Association shall begin in January of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade or Broward Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

3. Records: The Association shall maintain accounting records according to good accounting practice, which records shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditures for each member which shall designate the name and address of the member the amount of each assessment, the amounts paid upon the account and the balance due, in a register of names for the benefit of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if requested.

4. Annual report: An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report of such audit shall be furnished to each member no later than the first day of April following the fiscal year for which the report is made. The report shall be delivered to be furnished to the members upon its delivery or by mailing to the member at his last known address as shown on the books and records of the Association.

5. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration.

**ARTICLE XI
ADMINISTRATIVE RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Real Property, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

**ARTICLE XII
VIOLATIONS AND DEFAULTS**

In the event of a violation, other than nonpayment of an assessment by a member, of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Association and/or the Articles of Incorporation, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Declaration and in every such proceeding, the member at fault shall be liable for court costs and the Association's reasonable attorneys' fees. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

BR26984PC0614

ARTICLE XIII
AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration, these By-Laws may be amended, modified or rescinded by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by a 75% vote of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed amendment is given in the notice of the meeting. Notice of the meeting may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having a majority of the votes in the Association.

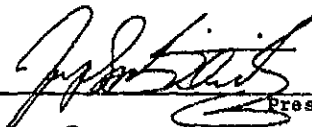
No amendment shall discriminate against any member nor any class or group of members unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the Developer.

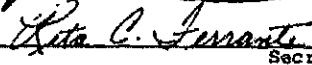
A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

ARTICLE XIV
VALIDITY

If any portion of these By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Law.

The foregoing was adopted as the By-Laws of SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by the unanimous vote of the members on the 27th day of May, 1983.



President


Secretary

BK26984PG0615

2968-3/DR-2
03/14/84
GAK

This Instrument Was Prepared By,
and R-U To:
GARY A. CITY.
BEDZOW KORN
1125 Northeast 125th Street, Suite C
North Miami, Florida 33161

84-104162

AMENDMENT TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR SPRINGTREE WEST III

SPRINGTREE WEST III, INC., a Florida corporation (the "Developer"), hereby amends the Declaration of Restrictions and Protective Covenants for Springtree West III (the "Declaration") filed for record in Official Records Book 11287, at Page 356, of the Public Records of Broward County, Florida, as follows:

1. Article VII, Paragraph J, as contained within the Declaration is hereby amended to be and read:

"No building or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, as may be required by the Architectural Control Board, have been approved in writing by the Architectural Control Board named below. Each building or other structure or improvement of any nature, shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, or other structure or improvements, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board is initially composed of: JOSEPH M. BISTRITZ, E. PETER GOLDRING and RITA C. FERRANTE. A majority of the Architectural Control Board may take any action the Architectural Control Board is empowered to take, may designate a representative to act for the Architectural Control Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this Declaration. When all residential dwelling units proposed by the Developer to be constructed within the Development Land have been conveyed to Owners, the members of the Architectural Control Board shall be designated by the directors of the Association."

84 MAR 27 AM 10:12

OFF 11576 REC 394

2. Paragraphs K, L and N of Article VII, as contained within the Declaration, are hereby deleted.

IN WITNESS WHEREOF, this Amendment has been executed this 21 day of March, 1984.

SPRINGTREE WEST, III, INC.,
a Florida corporation

By: [Signature]
JOSEPH M. BISTRITZ, President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The execution of the foregoing Amendment to the Declaration of Restrictions and Protective Covenants for Springtree West, III was acknowledged before me this 21 day of March, 1984, by JOSEPH M. BISTRITZ, as President of SPRINGTREE WEST, III, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 25, 1987
BONDED THRU GENERAL INS. UHO.

[Signature]
Notary Public,
State of Florida at Large

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

DEF 11576 PAGE 395

1975-5/DR-2
05/12/83
GAK

This Instrument Was Prepared By
and Return To:
GARY A. KORN, ATTY.
BEDZOW AND KORN
1125 NORTHEAST 125TH STREET, SUITE C
NORTH MIAMI, FLORIDA 33161

83-380127

DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
SPRINGTREE WEST III

THIS DECLARATION, made this 10th day of November, 1983, by SPRINGTREE WEST III, INC., a Florida corporation (the "Developer"), hereby declares that the real property described in Exhibit "A" attached hereto (hereinafter referred to as the "Development Land") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as the "Covenants and Restrictions") hereinafter set forth.

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

A. "Association" shall mean and refer to SPRINGTREE WEST III HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

B. "Developer" shall mean and refer to SPRINGTREE WEST III, INC., a Florida corporation, and its successors or assigns.

C. "Development Land" shall mean and refer to all properties as are subject to this Declaration pursuant to the provisions of Article II hereof.

D. "Lot" shall mean and refer to any lot within the Development Land, as shown on the Site Plan for the Development Land.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development Land and shall also include the Developer.

F. "Member" shall mean and refer to each Owner who is a member of the Association.

G. "Recreational Facilities" shall mean and refer to all recreational facilities (including any swimming pool and appurtenant area) within the Development Land, owned by the Association.

II. PROPERTY SUBJECT TO THIS DECLARATION

A. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described in Exhibit "A" attached hereto.

B. Developer's Rights. The Developer expressly reserves the right to develop the Development Land in any form or manner of ownership as it may determine in its sole discretion. For a period of ten (10) years from the date of recordation of this Declaration, the Developer, except for Lots previously conveyed to Owners and except for any real property conveyed to the Association, shall be entitled to withdraw any portion of the real property described in Exhibit "A" attached hereto from the provisions and applicability of this Declaration, by recorded supplemental declaration. Any such recorded supplemental declaration, withdrawing real property from the provisions of this Declaration, shall not require the consent or joinder by the Association or by any Owner.

83 NOV 22 PM 3 47

OFF 11287 PAGE 350

A
37

III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. Membership. Every person or entity who is the record fee simple Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment hereunder.

B. Voting Rights. The voting rights of Members of the Association shall be as set forth in the By-Laws of the Association.

IV. PROPERTY RIGHTS.

A. Easements. Each Owner and each family member, guest, lessee, agent and invitee of each Owner shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, roadways, streets, bicycle paths and jogging paths (pedestrian traffic only) from time to time laid out within the Development Land, for use in common with all other Owners and their family members, guests, lessees, agents and invitees. Further, each Owner shall have a permanent and perpetual right of use and easement of enjoyment in and to all Recreational Facilities constructed within the Development Land, for use in common with all other Owners, subject to the following:

1. All provisions of this Declaration and the Articles of Incorporation and the By-Laws of the Association;

2. All rules and regulations governing the use and enjoyment of the Recreational Facilities adopted by the Association;

3. The right of the Association to charge a reasonable admission and other fees for the use of the Recreational Facilities;

4. The right of the Association to suspend the voting rights and right to use the Recreational Facilities for any Member for any period during which any assessment against such Member's Lot remains unpaid;

5. The right reserved by the Developer to grant utility easements within the Development Land to any public or private utilities;

The Developer reserves the right to grant such further easements over, across, under and upon the Development Land as may be necessary and/or convenient to provide ingress and egress for persons and vehicles and to provide power, electricity, telephone, cable television, gas, water, drainage and other utility and lighting facilities, irrigation, television transmission facilities, security services and garbage and trash removal and to provide for the repair and maintenance of the equipment necessary to provide such services.

B. Easements Appurtenant. The easements provided in subparagraph A hereinabove shall be appurtenant to and shall pass with the title to each Lot.

C. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, roadways, streets and driveways from time to time laid out within the Development Land.

D. Association Obligation. The Association shall be responsible for the payment of taxes assessed against any property, real and personal, owned by the Association, together with all

improvements constructed thereon. Further, the Association shall, at all times, maintain in good repair all Recreational Facilities, all landscaping, paving, drainage structures, jogging paths, street lighting fixtures, sidewalks, and cables for common use. All work performed pursuant to this subparagraph and all expenses incurred pursuant to the provisions of this subparagraph shall be paid for by the Association, through assessments imposed in accordance with Article VI hereinafter.

E. Developer's Easement Rights. The Developer shall have the right (and shall have an easement for ingress and egress appurtenant to such right, which easement may be utilized by Developer's employees, guests, tenants and/or invitees) to enter upon and use all or a portion of the Development Land during periods of development, construction and sales by the Developer, for construction purposes and to facilitate sales and promotional efforts.

V. COMMUNITY SERVICES. There will be certain services required to be performed and certain facilities required to be owned, leased, maintained and repaired (the "Community Services") for the benefit, convenience, comfort and service of all persons living and residing within the Development Land. The Association shall procure or provide, as may be applicable, the Community Services which shall include, but which shall not be limited to, the following: (i) security systems; (ii) community lighting systems; (iii) landscaping and irrigation systems; and (iv) roadways, bicycle paths, walkways and parks. All expenses incurred by the Association in procuring and providing the Community Services shall be paid for by the Association, through assessments imposed in accordance with Article VI hereinafter.

VI. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association any annual or special assessments or charges assessed by the Association pursuant to Article IV herein, for provision of the Community Services, and/or for capital improvements or major repairs made pursuant to the provisions of Article VI, subparagraph D; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of fifteen percent (15%) per annum and together with all costs of collection thereof (including reasonable attorneys' fees) shall be the personal obligation of the person who is the Owner of such Lot at the time when the assessment comes due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Recreational Facilities or through non-use of the Community Services. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments up to the time of the voluntary conveyance.

In order to secure the obligations of each Owner for the payment to the Association of all assessments imposed by the Association, each Owner shall be deemed to have granted, bargained, conveyed and sold unto the Association, in fee simple, a lien upon his Lot. In the event that the liens herein granted to the Association shall, for any cause, be determined to be invalid, extinguished or unenforceable, then each Owner's financial or other obligations hereunder shall not be extinguished or diminished, but shall continue in full force and effect. All assessments, regular and special, shall be imposed equally upon all Lots within the Development Land.

B. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and

welfare of the residents within the Development Land and, in particular, for the improvement, maintenance and repair of the Recreational Facilities and for provision of the Community Services including, but not limited to, the cost of insurance, labor, taxes, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

C. Rates of Assessment. The Association shall adopt a Budget of projected expenses to be incurred pursuant to this Declaration during the month preceding the fiscal year wherein the Budget will take effect.

D. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessments, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement constructed within the Development Land, as may be approved by the Board of Directors of the Association, including the necessary fixtures and personal property relating thereto.

E. Date of Commencement of Annual Assessments; Due Dates. The assessments for which provisions are herein made shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement. The due dates of any assessment shall be fixed in the resolution authorizing such assessment and any such assessment shall be payable, in advance, in monthly, quarterly or semi-annual installments, as may be determined by the Board of Directors.

F. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date for commencement of the assessments, and the amount of the assessments, for each assessment period, at least thirty (30) days in advance of the date of commencement of the assessments. The Association shall, at that time, prepare a roster of the Owners of the Lots, which roster shall be kept in the office of the Association and which roster shall be open to inspection by any Owner. Written notice of the assessments shall be sent to every Owner subject thereto not later than fifteen (15) days after the Board of Directors has fixed the date for commencement of the assessments.

The Association shall, upon demand at any time, furnish to any Owner who requests same, a certificate in writing, signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall conclusively evidence the payment of any assessments therein stated to have been paid.

G. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment against any Lot is not paid within ten (10) days after the due date, then the assessment shall be delinquent and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such unpaid assessment, attorneys' fees and costs for preparing and filing the complaint in such foreclosure action. In the event a judgment is obtained, such judgment shall include interest on the assessment at the rate of fifteen percent (15%) per annum from the due date as above provided, together with court costs and attorneys' fees incurred by the Association. The Association shall further be entitled to attorneys' fees in connection with any appeal of such action. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a TWENTY-FIVE AND NO/100 (\$25.00) DOLLAR late charge against the

REF 11287 PAGE 359

defaulting Owner. It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

H. Subordination of the Lien to Institutional Mortgagee. The liens securing payment of the assessments provided for in this Article VI shall be subordinate, at all times, to the lien of any Institutional Mortgagee holding a mortgage encumbering any Lot. An Institutional Mortgagee is hereby declared to include the Developer, any state or federal bank or savings and loan association, any insurance company, real estate investment trust, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessments becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessments which cannot be collected through enforcement of the lien held by the Association against any Lot by reason of the provisions of this subparagraph H shall be deemed to be an assessment divided equally among, payable by, and secured by a lien against all Lots subject to assessment including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

VII. RESTRICTIVE COVENANTS. The provisions of this Article are applicable to all Lots within the Development Land.

A. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots and/or sales offices shall be permitted until the Developer has sold and conveyed all Lots.

B. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units.

C. Buildings shall be located in conformance with the Zoning Code of the City of Sunrise, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this subparagraph and any future variance or special exception as to building location or other item shall constitute an amendment of this subparagraph.

D. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat and site plan for the Development Land. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent the maintenance of utilities. The area of each Lot encroached upon by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot except for the installations for which a public authority or utility company is responsible. Public utility companies servicing the Development Land, the Association and the Developer and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, and television cables and conduits under and through such utility easements and under and through such portions of the rear of each Lot as may, from time to time, be necessary to provide access for installation and maintenance. Any damage caused to pavement, driveways, drainage structures,

OFF 11287 PAGE 560

sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the Development Land, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground; provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

E. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to any other Owner.

F. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle in excess of twenty feet in length, shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Control Board referred to herein.

G. No sign of any kind shall be displayed to the public view with the Development Land except one sign of not more than one square foot used to indicate the name of the resident; or, after the Developer has sold all of the Lots, one sign of not more than five square feet advertising the Lot for sale; or any sign used by a builder or lender to advertise during the construction and sales period.

H. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Development Land nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Development Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Development Land.

I. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner.

J. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, as may be required by the Architectural Control Board, have been approved in writing by the Architectural Control Board named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board is composed of: JOSEPH M. BISTRITZ, E. PETER GOLDRING and RITA C. FERRANTE. A majority of the Architectural Control Board may take any action the Architectural Control Board is empowered to take, may designate a repre-

REF 11287 PAGE 361

sentative to act for the Architectural Control Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this Declaration. When all residential dwelling units proposed by the Developer to be constructed within the Development Land have been conveyed to Owners, the members of the Architectural Control Board shall be designated by the directors of the Association.

K. No trucks or commercial vehicles, campers, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, unless such vehicle is stored within a garage and is not visible from the streets. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

L. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by the Developer and/or except as may be approved by the Architectural Control Board.

M. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled-in area; provided, however, that the requirements from time to time of the City of Sunrise for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

N. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Architectural Control Board.

VIII. GENERAL PROVISIONS

A. Duration. The Covenants and Restrictions contained within this Declaration shall run with and bind the Development Land, and shall inure to the benefit of and be enforceable by the Developer, the Association or by the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of 50 years from the date this Declaration is recorded in the Public Records of Broward County, Florida, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change these Covenants and Restrictions, in whole or in part.

B. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

C. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of these Covenants and Restrictions, either to restrain violation or to recover damages and/or to enforce any lien against a Lot pursuant to this Declaration. Failure by the Developer, the Association or any Owner to enforce all of these Covenants and Restrictions shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision of this Declaration which shall remain in full force and effect.

E. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated from or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than a 75% vote of the membership in the Association, provided that so long as the Developer is the owner of any Lot affected by this Declaration, the Developer's consent to any amendments hereto must be obtained.

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

EXECUTED as of the date first above written.

Witnesses:


Blanche J. Frisch

SPRINGTREE WEST III, INC., a
Florida corporation

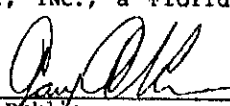
By: 

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 10th
day of November, 1988, by JOSEPH M. BISTRITZ, as
President of SPRINGTREE WEST III, INC., a Florida corporation.

My Commission Expires:

July 22, 1989


Notary Public,
State of Florida at Large

OFF 11287 PAGE 363

EXHIBIT "A"

LEGAL DESCRIPTION

Tract 39, of SPRINGTREE LAKES, according to the
Plat thereof, as recorded in Plat Book 79, at
Page 12, of the Public Records of Dade County,
Florida

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

REF 11287 PAGE 364