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PREPARED BY: GEORGE P. ORD, ESQUIRE
ALLEY, MAASS, ROGERS,
LINDSAY & CHAUNCEY
321 Royal Poinciana Plaza, So
Palm Beach, Florida 33480

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAWGRASS VILLAGE I.

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432
See W/c

THIS INSTRUMENT, made this 12 day of September, 1980
by TARTAN MINTO CORPORATION, a Florida Corporation,

WITNESSETH, that

WHEREAS, TARTAN MINTO CORPORATION did on August 19, 1980
execute a Declaration of Covenants, Conditions and Restrictions
for SAWGRASS VILLAGE I (Declaration) which was recorded
September 8, 1980 in Official Record Book 9108, Page 308,
public records of Broward County, Florida, and

WHEREAS, TARTAN MINTO CORPORATION is the owner of all prop-
erty affected by such Declaration and there are no mortgages
encumbering any portion of the property so affected, and

WHEREAS, TARTAN MINTO CORPORATION wishes to amend the Dec-
laration as hereinafter stated.

NOW, THEREFORE, the Declaration of Covenants, Conditions
and Restrictions of SAWGRASS VILLAGE I is amended as follows:

ARTICLE XV, General Provisions; Section 2, Amendment is
amended to read in its entirety as follows:

Section 2. Amendment. This Declaration may be
amended at any time and from time to time with the
consent of mortgagees holding two-thirds (2/3) of the
institutional mortgages placed upon the Lots upon the
execution and recording of an instrument executed by
Owners holding not less than three-fourths (3/4) of
the voting interests of the membership, provided that
so long as Developer is the Owner of any Lot, or any
property affected by this Declaration, or amendment
hereto, no amendment shall be effective without
Developer's express written consent and joinder.

Article VII hereof, the Covenant for Maintenance
Assessments, may not be amended without the consent
of each mortgagee holding a first mortgage upon a
lot in the Properties.

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Except as above stated, the Declaration as originally executed and recorded shall continue in full force and effect.

IN WITNESS WHEREOF, TARTAN MINTO CORPORATION has executed these presents this 12 day of September, 1980.

Signed, sealed and delivered in the presence of:

Alice Powell
Dorothy Weingart

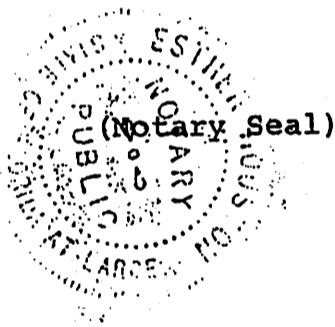
TARTAN MINTO CORPORATION

By J. E. MacKenzie
J. E. MacKenzie, Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared J. E. MacKenzie, to me well known and known to me to be the Vice President of Tartan Minto Corporation, and did acknowledge before me that he executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and seal this 12 day of September, 1980.



Escher Houston
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
LOANED FROM GENERAL INS. UNDERWRITERS

RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
DATE: SEP 15 1980
BY: [Signature]

Declaration of Covenants, Conditions and
Restrictions of SAWGRASS VILLAGE I

80-260450

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

SAWGRASS VILLAGE I

ESTABLISHMENT OF SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION

THIS DECLARATION, made this 19th day of August, 1980, by TARTAN MINTO CORPORATION, a Florida Corporation, successor by merger to MINTO BUILDERS (FLORIDA), INC., hereinafter called the "Developer", its corporate successors and assigns.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community with private roads and streets, lakes and other common facilities and services for the benefit of the community to be known as Sawgrass Village I; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, and to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties, facilities and services and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the Laws of the State of Florida, as a non-profit corporation, SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

PREPARED BY :

George B. Ord, Esquire
Alley, Maass, Rogers, Lindsay & Chauncey
321 Royal Poinciana Plaza, South
Palm Beach, Florida 33480

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

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ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Developer" shall mean and refer to TARTAN MINTO CORPORATION, a Florida corporation, its corporate successors and assigns.

(b) "Association", also known as the "Homeowners' Association", shall mean and refer to the SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation chartered under the Laws of the State of Florida.

(c) "The Properties" shall mean and refer to all property which is subject to this Declaration.

(d) "Common Properties" shall mean and refer to those areas of land, together with any improvements thereon, which are actually deeded or leased to the Association alone or jointly or in common with any other Association and designated in such deed or lease as "Common Property". The term "Common Property" shall also include any personal property acquired by the Association if such property is designated "Common Property" in the bill of sale or instrument transferring it. Any land or personal property which is leased by the Association shall lose its character as "Common Property" upon the expiration of such lease.

(e) "Lot" shall mean any parcel of land located within the Properties which has been conveyed or is intended for conveyance by the Developer and upon which a Living Unit has been or is intended to be constructed.

(f) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Owner" shall mean and refer to the record owner

whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

(i) "Architectural Committee" shall mean and refer to the Architectural Committee described in Article IX of this Declaration.

(j) "SAWGRASS VILLAGE 1" shall refer to and be the name of The Properties.

(k) "Patio Home" shall mean and refer to any detached living unit one (1) or more walls of which is located on or within two (2) feet of one (1) or more boundaries of the lot upon which it sits.

(l) "Recreation Center" shall be the Recreation Center described in Article III.

(m) "Township" shall mean and refer to all those properties subject to the Master Declaration.

(n) "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of The Township recorded in Official Record Book 8760, page 924, public records of Broward County, Floirda, and any amendments thereto.

(o) "Master Association" shall mean the Master Association referred to in Article VIII.

ARTICLE II

Property Subject to this Declaration:

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described as follows:

Tract 6 of TARTAN COCONUT CREEK, PHASE I, according to the Plat thereof recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 103, page 29.

ARTICLE III

Description of Development

The Properties are being developed by the Developer into 93 Lots, upon each of which will be erected a Living Unit designed and located upon the Lot so that one or more walls of the Living Unit lies within two (2) feet of one or more boundaries of the Lot. (Patio home)

The Developer will provide upon the Properties a recreation building and swimming pool (Recreation Center). The Recreation Center will be available for use by members of SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION and may be available for use by the members of other Associations established to govern other patio home developments within The Township.

The members recognize that Tartan Minto Corporation or the Developer may have the balance of The Township area under development for an extended time. Incident to that development, the members acknowledge that the quiet enjoyment of their Living Unit and the Properties may be interfered with to some extent by the construction operations on the balance of The Township area. From time to time, Developer has presented to the public certain renderings, plans and models showing possible future development of The Township area. Developer does not warrant in any way the schemes in these renderings, plans or models or actually how the future improvements in The Township area will be developed. The Members accept that any such

renderings, plans or models are primarily schematic and in no way represent a final development plan of The Township area.

Further, the members release the Developer of any claim that they might have against the Developer for the future development of The Township area, such as, but not limited to such renderings, plans or models. The members accept and agree that the Developer and Tartan Minto Corporation will have sole right of design, construction, development, and improvements of future properties of The Township area. The members waive all claims against the Developer for interference with their quiet enjoyment through development of the balance of The Township area, whether the construction operations are performed in the balance of The Township area or in the common properties, incident to the construction operations.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot located upon the Properties shall be a member, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B member shall be the Developer as long as it owns any Lot in the Properties. The Class B member shall be entitled to a number of votes equal to three times the total number of Class A votes plus one; provided, that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) Two years after the first conveyance of a Living Unit.
- (b) Upon voluntary conversion to Class A membership by the Developer.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership under Section 1.

ARTICLE V

Easements

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 following, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws and with the approval of mortgagees holding two-thirds (2/3) of the institutional mortgages placed upon the Lots, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage

debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days beyond compliance for any infraction of the General Covenants and Restrictions or the Association's published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument or instruments signed by Members entitled to cast two-thirds of the total votes of the membership and by mortgagees representing two-thirds of the institutional mortgages placed upon the Lots has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action.

Section 3. Easements over Lots.

(a) Developer reserves to the Association an easement over each Lot in the Properties for the purpose of allowing the Association to perform the functions authorized by Article VI, Sections B and E. Each owner by accepting a deed to a Lot grants such an easement and a license to the Association sufficient to allow the Association to perform authorized maintenance on the Living Unit.

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(b) Each owner of a lot shall have an easement over the abutting lot for the inspection, maintenance and repair of any exterior wall of any residence which may be placed upon his lot within two (2) feet of the respective abutting lot, and further for reasonable access to any such exterior wall for purposes of installing, reading and/or repairing utility meters located upon such wall; and each such owner shall reasonably maintain the appearance and condition of such exterior wall.

ARTICLE VI

Functions of Association

The Association shall be empowered to provide the following services:

A. Cleanup, landscaping, landscaping maintenance and other maintenance of the Common Properties.

B. Cleanup, landscaping maintenance and irrigation and other maintenance of the Lots, exclusive of the Living Unit thereon. Painting maintenance of the exterior of the Living Unit.

C. To improve or acquire Common Properties and to operate recreational facilities located on the Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

D. Insect and pest control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.

E. To provide street lighting and cable TV service.

F. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or Bylaws.

G. To conduct business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing members of activities, notices of meetings and other important events.

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H. To purchase general liability and hazard insurance covering improvements and activities on the Common Properties and all activities of the Association anywhere.

ARTICLE VII

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within The Properties, hereby covenants and 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, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessment for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided in Section 10 shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Living Units situated upon the Properties, including, but not limited to, maintenance of lots, lakes, recreational facilities, roads and associated drainage, the payment of taxes and insurance thereon and repair, replacement, and additions thereto and for the cost of labor, equipment, materials, manage-

ment, and supervision thereof and for fulfilling the assessment obligation established by the Master Declaration.

Section 3. Determination of Annual Assessments. The Board of Directors of the Association shall determine the total annual assessment for the Properties, provided that if such assessment for any year shall exceed the assessment for the preceeding year by 15%, such assessment shall have the assent of two-thirds of the combined votes of the two classes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Allocation of Assessments. The total assessments (exclusive of the individual assessments provided for in Section 6) shall be divided by the number of lots and the resulting figure shall be the assessment for each lot.

Section 6. Special Individual Assessments. The Board of Directors of Association may impose a special assessment upon any Owner whose use or treatment of his Lot or Living Unit increases the maintenance cost to the Association above that which would result

from compliance by the Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost increase and may be enforced in the manner provided for any other assessment.

Section 7. Quorum for any Action Authorized Under Sections 3 and 4. The quorum required for any action of the members authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty percent (50%) plus one of the combined votes of the two classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be seventy percent (70%) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall be due and payable quarterly and shall commence on the first day of the month following the first conveyance of a Lot by the Developer.

Developer may be excused from the payment of assessments for any Lot owned by Developer during such period of time that it shall guarantee that the assessment imposed on other members shall not increase over a stated dollar amount and shall obligate itself to pay any amount or expenses of the Association incurred during that period not produced by the assessment at the guaranteed level receivable from the other members.

The first annual assessment shall be based upon an estimate of the operating expenses for the year plus adequate reserve for anticipated expenses not expected to be incurred on an annual basis. In the event this assessment proves insufficient to satisfy such

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expenses, the Board of Directors shall levy a supplementary assessment in the amount of the deficit. Notwithstanding any other provision herein, the supplementary assessment shall not require the assent of the Members.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board of Directors. The Board shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of assessments shall be sent to every Owner subject thereto.

The Association shall, upon demand, at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date due (being the dates specified in Section 8 hereof) then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law and the Association may bring an action at law against the Owner personally

obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein is unequivocally subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment prior to the recording in the public records of a notice stating the amount of an unpaid assessment attributable to the Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1, hereof;

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens and in particular no member may exempt himself from assessments by waiver of the use and enjoyment of any of the Common Properties or of the Recreation Center or by the abandonment of his Living Unit.

ARTICLE VIII

Master Declaration and
Township Community Master Association, Inc.

The Properties are a portion of a larger parcel of land under development known as the Township, P.U.D. In order to provide for unified control of certain aspects of development and operation of properties in the Township, there has been placed of public record a Declaration of Covenants, Conditions and Restrictions of the Township; Declaration of Class "A" Residential Covenants, Conditions and Restrictions; Declaration of Class "B" Covenants, Conditions and Restrictions; and Declaration of Commercial Covenants, Conditions and Restrictions. The provisions of these Declarations will be carried out by the Township Community Master Association, Inc. (Master Association)

The Properties are subject to the matters contained in those documents and any amendment thereto. The documents also provide for the establishment of a Master Association of which each Owner in The Properties shall be a member.

ARTICLE IX

Architectural Committee

Section 1. Review by Committee. No building, fence, wall, hedge, or other structure or landscape improvement shall be commenced, erected, removed or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board and by the Architectural Review Committee established by the Master Declaration. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be re-

quired and this Article will be deemed to have been fully complied with.

Section 2. The Committee's approval or disapproval as required in these covenants shall be in writing.

Section 3. Provided, however, that no residence erected by Developer shall be subject to approval.

ARTICLE X

General Covenants and Restrictions for SAWGRASS VILLAGE I

1. The use of any Lot must, at all times, be in accordance with the zoning laws and ordinances of the City of Coconut Creek, Florida. No Lot shall be used for other than residential purposes. No building other than one single family residence with attached ancillary garage for not more than two cars shall be erected, altered, placed or permitted to remain on any Lot.

2. No building, fence, wall or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved as set forth in Article IX as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved.

3. Easements for installations and maintenance of utilities and drainage facilities are or will be recorded in the public records. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in

the easements.

4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

5. In order to maintain an attractive appearance no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of The Properties, by an Owner or occupant without the written consent of the Board of Directors of the Association.

6. Pets will be allowed within The Properties with the following restrictions:

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

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

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

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

(e) Each owner of any animal brought or kept upon The Properties shall promptly remove and properly dispose of all fecal matter deposited by the animal upon The Properties.

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

7. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

8. No individual water supply system shall be permitted on any Lot.

9. No individual sewage disposal system shall be permitted on any Lot.

10. No clothes lines or drying yards shall be allowed on any Lot.

11. Unless prior written approval has been obtained from the Association, no exterior antenna or aerial of any kind may be erected or maintained anywhere within The Properties.

12. No weeds, underbrush or other unsightly growths shall be permitted upon the Properties and no refuse pile or unsightly objects shall be

allowed to be placed or suffered to remain anywhere thereon.

13. No graveled or blacktopped or paved parking strips are permitted except as previously approved in writing by the Architectural Committee.

14. Each Owner shall keep his Lot free and clear of trash and debris and shall reasonably maintain his Living Unit.

15. All materials used in construction shall comply with governmental requirements having jurisdiction thereon and shall be subject to written approval as provided in Article IX.

16. When the construction of any building is once begun, work thereon must proceed diligently and must be completed within a reasonable time.

17. No installation of additional street lights shall be permitted without approval as provided in Article IX.

18. No vehicles, including service vehicles, shall be permitted to park on street. No vehicles other than automobiles and passenger type vans shall be permitted to park within The Properties except for the purpose of making deliveries or providing repair services to a Living Unit. The habitual parking of any vehicle used or intended for use for commercial purposes is prohibited.

19. No easements shall be granted by any Owner without the express written approval of the Association.

20. No Lot shall be subdivided.

21. In the event any Living Unit built in the Properties is destroyed or removed by or for any cause, the replacement unit, if any, shall be constructed so that no portion thereof projects beyond the boundaries formed by the projection onto the Lot of the exterior boundaries of the original unit.

22. No exterior of a residential unit or fence shall be repainted in a color which is different from the original color without prior approval as provided by Article IX.

23. No person under the age of 16 years shall be allowed to

permanently reside in a residential unit or occupy the unit for more than 90 days in a 12 month period.

24. No structure of a temporary character, or outbuilding, including trailer, basement, tent, shack, garage or barn shall be used on any lot at any time as a residence, either temporarily or permanently. Except Developer may use such structure for purposes of construction or sales offices.

25. No member or occupant of any Living Unit may direct, supervise or in any manner attempt to assert control over the employees or agents of the Association.

26. There shall be no solicitation by any person anywhere in the Properties for any cause, charity, or any purpose whatsoever unless specifically authorized by the Board of Directors.

27. Each Member shall keep his Living Unit insured against damage from fire, windstorm and other ordinarily insured casualties in an amount equal to the highest insurable value of the Living Unit.

28. Every lease of a Lot or Living Unit must contain a provision requiring the lessee to comply with all provisions of this Declaration, the Articles of Incorporation and By-Laws.

Article XI

Abatement of Violation

All violations of the General Covenants and Restrictions shall be reported immediately to a member of the Board of Directors. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the General Covenants and Restrictions shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these Rules and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to

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the General Covenants and Restrictions fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation of them. Such fine, which shall not exceed \$25.00 for each day such violation continues, shall be collected by the Association. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity (including an action for injunctive relief) in the name of the Association, to enforce the General Covenants and Restrictions. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the General Covenants and Restrictions.

Violation of any conditions or restrictions or breach of any covenant herein contained shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Developer, its successors and assigns shall not thereby become liable in any manner for trespass, abatement or removal.

ARTICLE XII

Developer's Use of the Properties

Until Developer has completed all of the proposed Living Units and closed sales of all Lots neither the members, nor the Association nor anything contained herein or in the Articles of Incorporation or By-Laws shall interfere with the construction and sale of the Living Units. Developer may make use of any

Living Unit or model erected upon the properties and of the common areas as may facilitate such completion and sale including but not limited to maintenance of sales offices, the showing of the property and the display of signs. Any Living Unit or model placed upon the properties may be used as a model or sales office for any other development within the Township.

ARTICLE XIII

Right to Modify or Cancel

Developer specifically reserves for itself, its successors and assigns and to the Association the absolute and unconditional right with the consent of mortgagees holding two-thirds of the institutional mortgages placed upon the Lots to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration.

ARTICLE XIV

Assignment

Any or all of the rights, powers and obligations, easements and estates reserved or given to the Developer or the Association may be assigned by the Developer or by the Association, as the case may be, and any such Assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same; the entity accepting such assignment shall be composed of a majority of the then owners of the property described in Article II hereinabove. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Developer and the Association.

After such assignment the Developer and the Association shall be relieved and released of all responsibility hereunder.

ARTICLE XV

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and any Owner or lessee thereof and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots or by the Association has been recorded agreeing to change said covenants and restrictions in whole or in part, or to terminate them. However, no such agreement to change or terminate shall be effective unless made and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by Owners holding not less than three-fourths (3/4) of the voting interests of the membership, provided, that so long as Developer is the owner of any lot, or any property affected by this Declaration, or amendment hereto, no amendment shall be effective without Developer's express written consent and joinder.

Article VII hereof, the Covenant for Maintenance Assessments, may not be amended without the consent of each mortgagee holding a

first mortgage upon a lot in the Properties.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

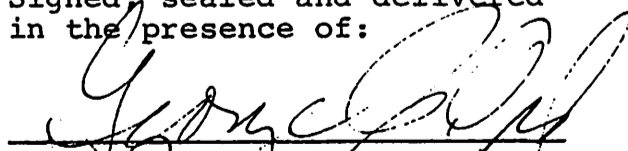
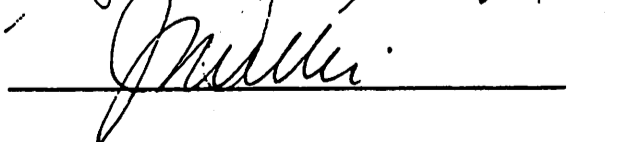
Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Termination. Should the provisions of this Declaration be terminated, the fee title to all properties owned by the Association at such time shall be deemed to be vested in the Members of the Association in equal, undivided shares as tenants in common. Each Member's share in such equal, undivided interest shall bear the same proportion to the whole as the number of Lots (or portions thereof) owned by such Member bear to the number of Lots within the Properties. Each owner of a Lot shall, thereafter, continue to have an easement over the private roads or streets within The Properties or such other portion of the Common Properties as may be necessary to provide access to such Member's Lot.

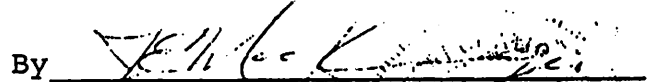
Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

TARTAN MINTO CORPORATION,
successor by merger to
MINTO BUILDERS (FLORIDA), INC.

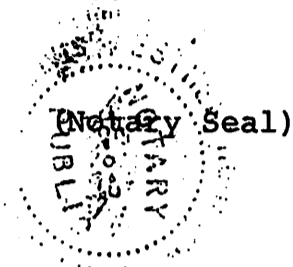
By 
J. E. MacKenzie, Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared J. E. MacKenzie, to me well known and known to me to be the Vice President of Tartan Minto Corporation and did acknowledge before me that he executed the foregoing Declaration on behalf of the corporation.

WITNESS my hand and seal this 19 day of August, 1980.



Eather Houston
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

REF 9108 PAGE 308

Articles of Incorporation of SAWGRASS
VILLAGE I HOMEOWNERS'S ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED, in accordance with the provisions of §617.013, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation.

I

The name of the corporation is SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION, INC.

II

The purpose for which the corporation is organized as a non-profit corporation in accordance with the provisions of Chapter 617, Part I, Florida Statutes, is to operate a development known as SAWGRASS VILLAGE I upon real property lying and being in Broward County, Florida, and being more particularly described in the Declaration of Covenants, Conditions and Restrictions thereof.

III

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the Florida Statutes.

IV

The names and addresses of the subscribers of these Articles are:

James E. MacKenzie
Minto Builders (Florida), Inc.
1580 N.W. 2nd Ave., Suite 6
Boca Raton, FL 33432

Jeffrey Miller
Minto Builders (Florida), Inc.
1580 N.W. 2nd Ave., Suite 6
Boca Raton, FL 33432

George P. Ord, Esq.
Alley, Maass, Rogers, Lindsay & Chauncey
321 Royal Poinciana Plaza, South
Palm Beach, FL 33480

V

The members of SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION shall be the record owners of a fee, or undivided fee, interest in any Lot in SAWGRASS VILLAGE I, a development more particularly described in the Declaration of Covenants, Conditions and Restrictions thereof as recorded in the public records of Broward County, Florida. All such record holders of title shall automatically be and become a member of this corporation. The Declaration may provide for classes of membership and thereby provide to the developer of SAWGRASS VILLAGE I voting control of the corporation.

VI

The affairs of the corporation are to be managed by a President, a Vice President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for from time to time. All officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of officers or until their successors are elected and qualify.

VII

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation and Bylaws are:

James E. MacKenzie, President and Treasurer

Jeffrey Miller, Vice President and Secretary

George P. Ord, Assistant Secretary

The foregoing shall hold office until the first meeting of the elected Board of Directors in 1981, unless the members are authorized to hold an earlier annual meeting. Commencing with the first meeting of the elected Board of Directors in 1981, or earlier, such officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. In the event of a vacancy in any office prior to the first meeting of the Board of Directors, such vacancy shall be filled by a majority, even though less than a quorum of the Board of Directors.

VIII

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than six (6) persons. The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to serve as the Directors until the first election are:

James E. MacKenzie
Minto Builders (Florida), Inc.
1580 N.W. 2nd Ave., Suite 6
Boca Raton, FL 33432

Jeffrey Miller
Minto Builders (Florida), Inc.
1580 N.W. 2nd Ave., Suite 6
Boca Raton, FL 33432

George P. Ord, Esq.
Alley, Maass, Rogers, Lindsay & Chauncey
321 Royal Poinciana Plaza, South
Palm Beach, FL 33480

The above named Directors shall hold office until the first meeting when members other than the Developer hold a majority of votes of the corporation. Thereafter, the Board of Directors shall be elected as provided in the Bylaws. In the event of a vacancy on the Board of Directors, the vacancy shall be filled by the majority vote of the remaining Directors.

IX

The Bylaws of said corporation may be amended, altered, rescinded, or added to by resolution adopted by two-thirds (2/3) vote of the Board of Directors of this corporation at any duly

called meeting of said board and accepted by a twothirds (2/3) vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to the Bylaws unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation or any member of the Board of this corporation may propose an amendment to these Bylaws to the Board or the membership, as the case may be. Provided further that as long as the initial Board of Directors holds office, any changes in the Bylaws may be by a twothirds (2/3) vote of the Board of Directors of the corporation.

X

The Articles of Incorporation may be amended, altered, rescinded, or added to by resolution adopted by a two-thirds (2/3) vote of the Board of Directors of this corporation at any duly called meeting of said Board and accepted by a two-thirds (2/3) vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Articles of Incorporation unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least fourteen (14) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation may propose an amendment to the Articles of Incorporation to the Board or the membership, as the case may be. Provided further that as long as the initial Board of Directors holds office, any changes in the Articles of Incorporation may be made by a two-thirds (2/3) vote of the Board of Directors of the corporation.

XI

Members of the initial Board of Directors need not be members of this corporation. Thereafter, members of the Board of Directors need not be members of this corporation if they are nominees of a corporate member. Otherwise, each member of the Board of Directors must be a member of the corporation.

XII

This corporation shall never have or issue shares of stock, nor will it ever have or provide for non-voting membership. No part of the earnings of the corporation shall inure to the private benefit of any member, officer or Director.

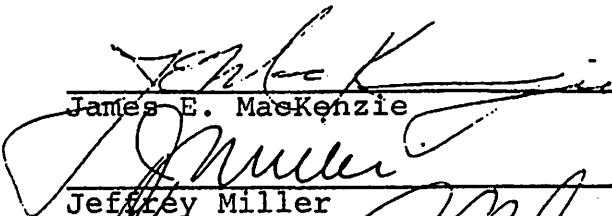
XIII

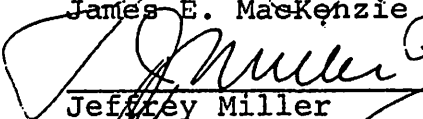
The corporation shall have all the powers set forth and described in Chapter 617, Part I, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, these Articles of Incorporation and all lawful Bylaws of the corporation.

XIV

The corporation shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them, are made parties, or a party, or which may be asserted against them or any of them,

by reason of having been directors or officers or a director or officer of the corporation, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, Bylaw, agreement, vote of members or otherwise.


James E. MacKenzie


Jeffrey Miller

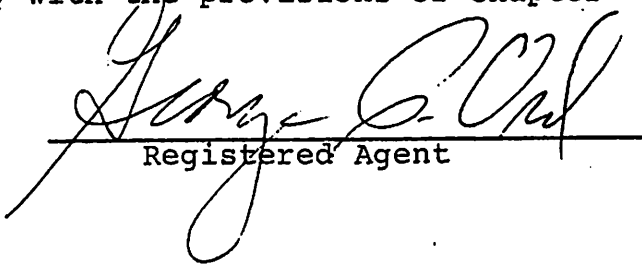

George P. Ord

Designation of Registered Agent

The initial registered agent of this corporation shall be George P. Ord, 321 Royal Poinciana Plaza, Palm Beach, FL 33480.

Acceptance

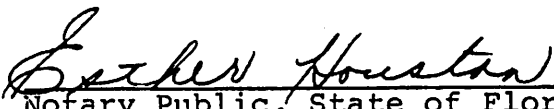
Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091, Florida Statutes.


Registered Agent

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared James E. MacKenzie, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 19 day of August, 1980.


Notary Public, State of Florida

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
*CHIEF THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared Jeffrey Miller, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 19 day of August, 1980.

Escher Houston
Notary Public, State of Florida

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared George P. Ord, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 19th day of August, 1980.

Escher Houston
Notary Public, State of Florida

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

Articles of Incorporation of SAWGRASS
VILLAGE I HOMEOWNERS'S ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED, in accordance with the provisions of §617.013, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation.

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The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the Florida Statutes.

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The names and addresses of the subscribers of these Articles are:

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1580 N.W. 2nd Ave., Suite 6
Boca Raton, FL 33432

Jeffrey Miller
Minto Builders (Florida), Inc.
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George P. Ord, Esq.
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VI

The affairs of the corporation are to be managed by a President, a Vice President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for from time to time. All officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of officers or until their successors are elected and qualify.

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Jeffrey Miller, Vice President and Secretary

George P. Ord, Assistant Secretary

The foregoing shall hold office until the first meeting of the elected Board of Directors in 1981, unless the members are authorized to hold an earlier annual meeting. Commencing with the first meeting of the elected Board of Directors in 1981, or earlier, such officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. In the event of a vacancy in any office prior to the first meeting of the Board of Directors, such vacancy shall be filled by a majority, even though less than a quorum of the Board of Directors.

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X

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XII

This corporation shall never have or issue shares of stock, nor will it ever have or provide for non-voting membership. No part of the earnings of the corporation shall inure to the private benefit of any member, officer or Director.

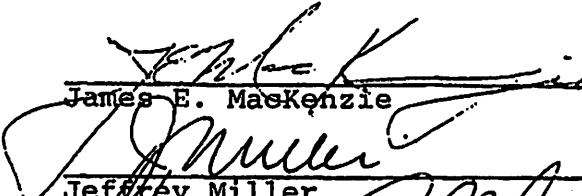
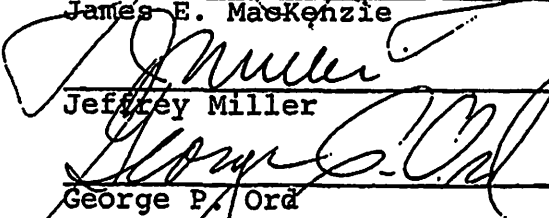
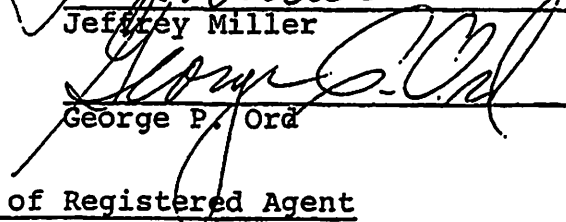
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The corporation shall have all the powers set forth and described in Chapter 617, Part I, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, these Articles of Incorporation and all lawful Bylaws of the corporation.

XIV

The corporation shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them, are made parties, or a party, or which may be asserted against them or any of them,

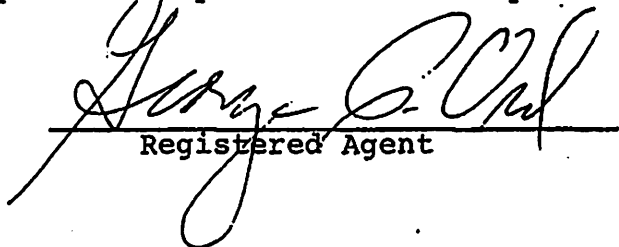
by reason of having been directors or officers or a director or officer of the corporation, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, Bylaw, agreement, vote of members or otherwise.


James E. MacKenzie

Jeffrey Miller

George P. Ord
Designation of Registered Agent

The initial registered agent of this corporation shall be George P. Ord, 321 Royal Poinciana Plaza, Palm Beach, FL 33480.

Acceptance

Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091, Florida Statutes.


Registered Agent

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared James E. MacKenzie, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 19 day of August, 1980.


Notary Public, State of Florida

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
-CONFIRMED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared Jeffrey Miller, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 19 day of August, 1980.

Escher Houston
Notary Public, State of Florida

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared George P. Ord, who, after being duly sworn, according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Palm Beach County, Florida, this 19th day of August, 1980.

Escher Houston
Notary Public, State of Florida

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

Bylaws of SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION

BYLAWS OF
SAWGRASS VILLAGE I HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

Offices

1. The principal office of the corporation shall be in Coconut Creek, Broward County, Florida, or such other place in Florida as the Board of Directors shall determine.
2. For the purpose of service of process, the corporation shall designate a registered agent, which designation may be changed from time to time, and his office shall be deemed an office of the corporation for the purpose of service of process.

Members' Meetings

3. All meetings shall be held at the office of the corporation, or may be held at such place and time as shall be stated in a notice thereof.
4. An annual meeting of members, commencing with the year 1981, shall be held on the third Tuesday of February or such other date in February as the Board of Directors may designate, at which the members shall elect, by a majority vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.
5. Written notice of the annual meeting shall be served upon or mailed by regular mail (without certification) to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting and by the posting in a conspicuous place on the Properties, as defined in the Declaration of Covenants, Conditions and Restrictions, a notice of the meeting at least fourteen (14) days prior to the meeting. Post office certificate of mailing shall be conclusive proof of mailing.
6. At least fourteen (14) days before every election of directors, a complete list of the members entitled to vote at such election, arranged numerically by Lots within the address for notice of each, shall be prepared by the secretary. Such list shall be opened at the place where the election is to be held for said fourteen (14) days to the examination of any member, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any member who may be present. Within sixty (60) days after members other than the Developer hold a majority of votes of the corporation, the Board shall call and give notice of the first annual meeting even if such shall be earlier than that provided for in Paragraph 4 hereof.
7. Special meeting of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of four (4) members. Such request shall state the purpose or purposes of the proposed meeting.

8. Written notice of a special meeting of members, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least fourteen (14) days before such meeting.

9. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

10. Members representing fifty (50%) percent plus one (1) of the total number of votes of the corporation, present in person or represented by valid proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by the Declaration of Covenants, Conditions and Restrictions or by the Articles of Incorporation. If, however, such quorum shall not be present, or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at such adjourned meeting members representing thirty-five (35%) percent of the total number of votes of the corporation shall constitute a quorum. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

11. When a quorum is present at any meeting, a majority of the votes cast by the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration of Covenants, Conditions and Restrictions, or of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

12. At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member.

13. Whenever the vote of members at a meeting is required or permitted by any provisions of statutes or the Declaration of Covenants, Conditions and Restrictions or of the Articles of Incorporation or of these Bylaws to be taken in connection with any corporation action, the meeting and the vote of members may be dispensed with, if all the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporation action being taken.

Directors

14. The number of directors which shall constitute the whole board shall be not less than three (3) nor more than six (6). The initial Board of Directors and the manner of filling vacancies of the initial Board of Directors shall be as set forth in Article VIII of the Articles of Incorporation of the corporation and they shall serve as provided for therein until the first annual meeting of the members or until their respective successors are chosen and qualify. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve until the next annual meeting of the members and/or until his successor shall be elected and shall qualify. Directors must be members or nominees of corporate members, except as otherwise provided for in the Articles of Incorporation.

15. The directors may hold their meetings and keep the books of the corporation at the office of the corporation in Coconut Creek, Broward County, Florida, or at such other place as they may from time to time determine.

16. If the office of one or more directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office of the unexpired term in respect to which such vacancy occurred. Vacancies in the initial Board of Directors shall be filled as provided for in the Articles of Incorporation.

17. Directors other than the initial members of the Board may be removed for cause by an affirmative vote of a majority of the members.

18. The property and business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws or by the foregoing Declaration of Covenants, Conditions and Restrictions directed or required to be exercised or done by the members.

19. The salaries of all employees and agents of the corporation shall be fixed by the Board of Directors, excepting that the salaries for directors for services other than as such shall be fixed by the members, as provided in succeeding Paragraph 22.

Executive Committee

20. The Board of Directors may, by resolution passed by a majority of the whole board, designate an executive committee to consist of one or more of the directors of the corporation, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it, provided the said resolution shall so provide.

21. The executive committee shall keep regular minutes of its proceedings and report the same to the board when required.

Compensation of Directors

22. Directors, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. The salaries for directors for services other than as such shall be fixed by the members.

Meetings of the Board

23. The initial Board of Directors and the initial officers shall be as set forth in the Articles of Incorporation and shall hold office until the first annual meeting as provided in the Articles of Incorporation or unless sooner replaced. Any Association member may attend any meeting of the Board.

24. Regular meetings of the board may be held without notice at such time and place as shall be determined from time to time by the board, except that notice of such meetings shall be given to Association members by posting notice of such in a

conspicuous place forty-eight (48) hours in advance of such a meeting.

25. Special meetings of the board may be called by the President on three (3) days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors. Notice of any and all meetings of the board may be waived by appropriate written waiver.

26. At all meetings of the board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Notices

27. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, depositing the same in a post office or letter box, in a postage-paid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation, and such notice shall be deemed given at the time when the same shall be thus mailed.

28. Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation, or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time state therein, shall be deemed equivalent thereto.

Officers

29. The officers of the corporation shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose additional vice presidents, and one or more assistant secretaries, and assistant treasurers. No person can serve simultaneously as both president and secretary.

30. The Board of Directors at its first meeting after each annual meeting of members shall choose a president, and one or more vice presidents, a secretary and treasurer, none of whom, excepting the president, need be a member of the board.

31. The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

32. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. The initial officers and the manner of filling vacancies of the initial officers shall be as set forth in

Article VII of the Articles of Incorporation of the corporation and they shall serve as provided for therein.

The President

33. The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the board are carried into effect.

34. He shall execute all documents and contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

The Vice Presidents

35. The vice presidents in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board of Directors shall prescribe.

The Secretary, Treasurer and Assistants

36. The secretary shall attend all sessions of the board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and, when authorized by the board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

37. Assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the board shall prescribe.

38. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

39. The treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meeting of the board, or whenever they may require it, an account of all of his transactions as treasurer and of the financial condition of the corporation.

40. If required by the Board of Directors, the treasurer shall give the corporation a bond, the premium therefor to be paid by the corporation, in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all his books, papers, vouchers, money and other

property of whatever kind in his possession or under his control belonging to the corporation.

41. Assistant treasurers in the order of their seniority shall, in the absence or disability of the treasurer, perform the duties, exercise the powers and assume the obligations of the treasurer and shall perform such other duties as the Board of Directors shall prescribe.

Directors' Annual Statement

42. The Board of Directors shall present at each annual meeting, and when called for by the vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice and copies thereof shall be furnished to each of the members.

Checks

43. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Fiscal Year

44. The corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year whenever deemed expedient for the best interests of the corporation.

Seal

45. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporation Not For Profit". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Membership

46. Every person or entity who is a record owner of a fee, or undivided fee, interest in a Lot located upon the Properties shall be a member in the corporation, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

47. The corporation shall have two classes of voting membership:

Class A members shall be all those owners as defined in Section 46, with the exception of the developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 46. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B member shall be the developer as long as it owns any Lot in the Properties. The Class B member shall be entitled to a number of votes equal to three times the total number of Class A votes plus one; provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) Two years after the first conveyance of a Living Unit.

(b) Upon voluntary conversion to Class A membership by the Developer.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership under Section 46.

Transfer of Membership

48. Membership in the corporation shall be transferred as and only as an incident to the transfer of a Lot.

Assessments

49. The Board of Directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the Properties including its operating expenses, the payment for any items of betterments, and the establishment of appropriate reserve funds as the Board shall deem proper. That sum or sums shall include provision for property taxes and assessments (until such time as any of such taxes or assessments are made against the Lots individually, and thereafter as to such taxes or assessments, if any, as may be assessed against any Properties owned by the Association), insurance premiums for fire, windstorm and extended coverage insurance on the Association's property and improvements thereof (and such personal property of the Association as are part of its Common Properties), which may include a deductible provision, premiums for adequate public liability insurance as specified in the Declaration, legal and accounting fees, management fees, operating expenses of the Properties and this corporation, maintenance repairs and replacements of the Properties and this corporation, charges for utilities and water used in common for the benefit of the Properties, cleaning and janitorial service of the Common Properties, expenses or reserves for exterior painting maintenance of Living Units, any expenses and liabilities incurred by the corporation in connection with the indemnification of officers and directors provided for herein and in and about the enforcement of its rights or duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members.

Regular assessments shall be paid by the members on a quarterly basis. The standard of assessments for the first year of operation (or pro rata part thereof) shall be as set forth in a projected operating budget certified by the Developer to be the then existing projected operating budget of the Properties. Said assessment shall be computed then and thereafter in the manner set forth in the Declaration of Covenants, Conditions and Restrictions. When the assessment is fixed by the Board of Directors, it shall be retroactive to the first day of that fiscal year and the members will be credited against any accrued monthly assessment charged for that year with the sums they have theretofore paid in that year. Monthly assessment charges once fixed shall continue until changed by the Board of Directors hereunder and shall be due and payable without notice or demand no later than the fifth (5th) day of each January, April, July and October. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each of the members thereof and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as hereinabove provided for the service of notices.

It is understood between the members and the corporation that an assessment fixed hereunder is based upon the projection and estimate of the Board of Directors and may be in excess of or less than the sums required to meet the cash requirements of the Properties, in which event the Board of Directors by appropriate action

taken at a meeting may increase or diminish the amount of said assessment and make such adjustments respecting the reserves as in their discretion is proper, including the assessment of each member of his proportionate share of any deficiency or the distribution to each member of his proportionate share of any excess of sums paid beyond the requirements of the Properties or its reasonable reserves as fixed by the Board of Directors.

The aforescribed assessment charges shall not include assessment for utilities separately charged and metered to each Living Unit and consumed therein. Nor shall said assessment include any charges for alterations, repairs, painting or maintenance within the interior of any Living Unit.

The budget shall be determined by the Board of Directors no later than the first week of the fourth month of the fiscal year.

On or before thirty (30) days prior to the meeting of the board at which a budget for the Association is to be considered for adoption by the Board of Directors, a copy thereof shall be mailed to all members of the Association together with a notice of the meeting at which the budget will be considered which notice shall state the time and the place of the meeting and that it is open to all members of the Association. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classification. If, at that meeting, a proposed budget is adopted requiring an assessment against the members in any fiscal year of an amount exceeding one hundred fifteen (115%) percent of the assessment levied for the prior year upon the written request of ten (10%) percent of the members of the Association, a special meeting of the members shall be held upon not less than ten (10) days' written notice to all members but within thirty (30) days of the date of the request for the meeting. At the special meeting the members may consider and enact a revision of the budget or recall any or all members of the Board of Directors and elect their successors. The Board of Directors may, in any event, propose a budget to the members at a meeting of the members or in writing and if that budget shall be approved by the membership at the special meeting aforesaid or by a majority of their whole number in writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth.

In determining whether an assessment exceeds one hundred fifteen (115%) percent of the assessment in the prior year, there shall be excluded from such computation any provision for reasonable reserves made by the Board of Directors for repair or replacement or for anticipated expenses by the Association which are not expected to be incurred on a regular or annual basis nor shall such calculation include any amounts for betterments of the Common Property.

Special assessments, should they be required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of three kinds: (i) those chargeable to all members in the same proportions as regular assessments to meet shortages or emergencies; (ii) those assessed against one member alone (requiring unanimous vote of the board) to accomplish repairs or maintenance for which he is responsible within his Lot which he has failed to make, which situation impairs the value of or endangers the Common Properties or the development, or which are for expenses incident to the abatement of a nuisance within his Lot.

Assessments for capital improvements costing in excess of Nine Thousand (\$9,000.00) Dollars must be submitted to the membership for approval by majority vote. Capital improvements costing in excess of Ninety Thousand (\$90,000.00) Dollars must be approved by seventy (70%) percent of the members.

Any excess assessments received by the Association in any year shall be retained by the Association specifically for the account prorata of the members and applied to reduce the next year's assessment.

Default Under Assessments

50. In the event of a default by a member in the payment of any assessment payable by him, the corporation shall have all rights and remedies provided by law including those given by the Declaration of Covenants, Conditions and Restrictions and the liability of the member shall include liability for a reasonable attorney's fee and for court costs incurred by the corporation incident to the collection of such assessment or enforcement of its lien. If the corporation elects to enforce its lien by foreclosure, the member shall be required to pay a reasonable rental for the Lot pendente lite, to be fixed by the Board of Directors, and the corporation shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the corporation may bid in the Lot thereat and acquire and hold, lease, mortgage and convey the same, as the Board of Directors may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

Nuisance

51. Each member shall be responsible for the use and occupation of his Living Unit in a quiet and orderly fashion so as not to disturb or endanger other members or their families or guests. Any nuisance, public or private, may be abated by the public authority or by court action by the corporation or any aggrieved member.

Books and Records

52. The corporation shall maintain accounting records according to good accounting practices and said records shall be open to inspection by members at reasonable times. Such records shall include:

(a) The record of all receipts and expenditures.

(b) An account for each Lot which shall designate the name and address of the owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due.

(c) A register for the names of any mortgage holders or lien holders on Living Units who have requested in writing that they be registered and to whom the corporation will give notice of default in case of nonpayment of assessments. No responsibility by the corporation is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein, if so requested by said mortgagee or lienor.

The secretary of this corporation shall act as the transfer agent to record all transfers and/or registrations in the aforescribed books.

Authority of Owner

53. No owner or member, except as an officer of this corporation, shall have any authority to act for the corporation or bind it.

Amendments of Bylaws or Articles of Incorporation

54. The Bylaws of said corporation and/or the Articles

RULES AND REGULATIONS REGARDING THE SALE AND RENTAL OF HOMES:

NOTE: All Rules and Regulations exist so that the new Owner or Renter is required to read and agree to abide by all of our existing Rules and Regulations as they appear in our Documents and R & R Booklet. This must be done if we are to maintain the integrity of our Village.

ALL OF THE RULES AND REGULATIONS THAT FOLLOW APPEAR IN OUR DOCUMENTS; HAVE BEEN ADOPTED AS BOARD RULES; HAVE BEEN PASSED AS AMENDMENTS TO OUR DOCUMENTS BY OUR MEMBERSHIP.

A) SALES:

- a) Prior to placing a home for sale the current Owner must advise the Board of Directors or the Rental & Re-Sale Committee of the intention to sell. Failure to do so can result in any sale being voided.
- b) Prospective Purchasers must be given a copy of our Documents and all Rules and Regulations to be read prior to the signing of any sales agreement.
- c) Prospective Purchasers must be interviewed by the Rental and Re-Sale Committee of the Association to make certain that our Documents and R & R have been read and fully understood and sign a statement that they agree to abide by them.
- d) A fee for \$50.00 must be paid to the Association, to cover costs, at the time of or prior to the interview.
- e) The sales agreement must contain a clause indicating that all of the above have been complied with.

B) RENTALS:

- a) No home may be rented without the prior approval of the Association.
- b) Every lease of a home must contain a provision requiring the lessee (renter) to comply with all the provisions of our Documents and R & R Booklet.
- c) Owners renting their homes must provide the prospective Renter with a copy of all of our Rules and Regulations to be read prior to the signing of any lease.
- d) The prospective Renter must be interviewed by the Rental & Re-Sale Committee prior to the signing of any lease to make certain that they have read the Rules and Regulations; agree to abide by same and sign a statement to that effect.
- e) The fee of \$50.00 for the interview and related services must be paid at the time of the interview or before.
- f) All Renters must leave a refundable deposit of \$200.00 with the Association for the protection against damage to the Common Properties including the Club-house and furnishings therein.
- g) No home may be leased for less than 6 months and may not be leased more frequently than once per year.
- h) Leases for more than one year will be reviewed yearly to make certain that all of the R & R are being adhered to. Month to month leases or verbal agreements, at any time, are not permitted.

Note: Exceptions to any of these Rules and Regulations is by Board ruling only.

SAVE SAVE SAVE - THESE RULES AND REGULATIONS SHOULD BE KEPT
KEPT WITH YOUR DOCUMENTS FOR REFERRAL.

FROM: BOARD OF DIRECTORS, SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION, INC.

TO: ALL HOMEOWNERS AND RESIDENTS OF SAWGRASS VILLAGE I

SUBJECT: PARKING

Dear Fellow Residents:

The number of violations of our Documents regarding "PARKING" has increased considerably in the past few weeks. Your Board, at a special meeting, March 3, 1984, fully reviewed the problem. What follows is a reiteration of the Covenants and Restrictions, under which we all function.

ARTICLE X - GENERAL COVENANTS AND RESTRICTIONS FOR SAWGRASS VILLAGE I.

PARAGRAPH 1. The use of any Lot must, at all times, be in accordance with the zoning laws and the ordinances of the City of Coconut Creek, Florida.....

PARAGRAPH 18. No vehicles, including service vehicles, shall be permitted to park on street. No vehicles other than automobiles and passenger type vans shall be permitted to park within The Properties except for the purpose of making deliveries or providing repair service to a Living Unit..

.....

SAWGRASS VILLAGE I

BOARD RULES

- 1) ON STREET PARKING BY RESIDENTS IS PROHIBITED AT ALL TIMES.
- 2) PARKING ON THE GRASS IS PROHIBITED AT ALL TIMES BY EVERYONE.
It is the duty of the Resident to make certain that guest and service vehicles are not parked on the grass. Guests and servicemen are required to park their vehicles on the Resident's driveway if space exists.
 - a) Residents driving over the grass to park cars across their driveways are asked to discontinue this practice. Turf replacement and sprinkler service resulting from this practice will be billed to the Resident.
 - b) Garages are meant for the housing of cars and not for any purpose which would prevent the garaging of the car. Use of the garage for other than the garaging of the car does not provide an excuse for not parking the car properly on the driveway.
- 3) GUEST PARKING ON STREET IS PERMITTED UNDER THE FOLLOWING CONDITIONS ONLY:
 - a) GUEST PARKING, on street, limited to two (2) hours until midnight. Guest parking on street, after midnight, is prohibited.
 - b) GUEST PARKING on street is permitted only when the Resident is in the home.
 - c) TO PREVENT ACCIDENTS GUEST AND SERVICE VEHICLE PARKING IS PROHIBITED WITHIN 75 FEET OF ANY CORNER.

Permission for limited on street parking by guest and service vehicles has been given only because the Developer failed to provide for guest parking in the construction of this Village.

- 4) OVERNIGHT GUEST PARKING AT THE CLUBHOUSE will be permitted subject to the following conditions:
 - a) Parking is by temporary permit only. Apply to Board.
 - b) Permission is for one night only unless the permit states otherwise. Time is from 11:00 PM (unless there is no function at the clubhouse) until 9:00 AM the following AM.
 - c) Permit must be displayed in the lower left hand corner of the front window.

HOMEOWNERS RENTING THEIR HOMES MUST ADVISE THE RENTERS OF THESE CONDITIONS.
REMEMBER THAT YOU ARE RESPONSIBLE FOR YOUR TENANT.

ABIDE BY THESE RULES FOR THE BETTERMENT OF OUR VILLAGE

NO WARNING LETTERS WILL BE SENT TO VIOLATORS

THE FOLLOWING AMENDMENT TO THE BY-LAWS OF THE SAWGRASS VILLAGE I HOMEOWNERS' ASSOCIATION, INC. WAS PASSED UNANIMOUSLY AT THE ANNUAL MEETING HELD FRIDAY, FEB 24, 1984.

Paragraph H of Section 49 of the By-Laws of the Sawgrass Village I Homeowners' Association, Inc. is hereby amended to read as follows:

Special Assessments can be of two kinds: (i) those chargeable to all members in the same proportions as regular assessments to meet shortages or emergencies; (ii) those assessed against one member alone (requiring unanimous vote of the Board) to accomplish repairs or maintenance for which he is responsible within his Lot which he has failed to make, which situation impairs the value of or endangers the Common Properties or the Development, or which are for expenses incident to the abatement of a nuisance within his Lot. Type (i) assessments are to be paid in a lump sum to meet the emergency or shortage requirements; provided, however, that the Board of Directors, in its discretion, may permit alternative methods of payment to avoid hardships which might be created for any Homeowner. Type (ii) assessments are to be paid as determined by the Board of Directors.

(MAKE CERTAIN THAT THIS AMENDMENT IS ATTACHED TO YOUR HOMEOWNERS' DOCUMENTS - Page 37)

SAWGRASS VILLAGE 1
4396 ACACIA CIRCLE
COCONUT CREEK, FL 33066

HOMEOWNERS' ASS'N., INC.
Board of Directors

Harold I. Moss, President
Joseph Belikoff, V. Pres.
Edward Drucker, V. President
Royal Bonner, V. President
Wm. Rosenstein, Treasurer
Julie Dahlstrom, Secretary
Sam Goldsmith
Robert Savage

February 15, 1984

OPEN LETTER TO ALL MEMBERS:

Your Board has a legal responsibility to manage the assets and affairs of this Association. From what has been expressed, our Association members identify with the following subjects:

- a) Quarterly Assessments (money)
- b) Total Community Appearance
- c) Activities
- d) Appearance of their own Lot and Home including the Common Areas around their homes.

The Board cannot provide 100% satisfaction to every Unit Owner unless unlimited funds are provided. We must operate within our budget to the greatest extent possible. We don't want to keep the budget so low that property values decline and your comfort in the community is interfered with. We must, however, avoid huge budget increases which would result if we did everything everyone requests.

You have vested in your Board the authority to expend the Association funds (your money) as it determines. However the Board must be prudent. If funds are not available for all projects, those projects cannot be performed. There is nothing to prevent any Unit Owner, at his own expense, from replacing shrubs, trees, and plants on his own Lot or on the Common Property provided, of course, that approval is requested and received from the Architectural Review Committee.

Your Board cannot, and will not permit any violation of our Documents. Prior to making any changes to the exterior of your Home or Grounds application must be made to and approval received from the ARC.

Your Board cannot accept verbal complaints. For the betterment of your Community put everything in writing and submit it to any Board member. In this manner objective issues are raised and can be addressed.

Thanks for your understanding and cooperation!

SAWGRASS VILLAGE I HOMEOWNERS' ASS'N., INC.
4396 ACACIA CIRCLE
COCONUT CREEK, FLORIDA 33066

May 3, 1983

FROM: Board of Directors

TO: All Homeowners

SUBJECT: New Rule to aid in the Enforcement of the Recently Passed
Amendments to the Documents.

Paragraph 58, page 40, of our By-Laws states as follows:

"The Board of Directors may from time to time adopt rules and regulations for the operation of the Properties and all members shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all members similarly situated and uniform in their application and effect."

To aid in the enforcement of the recently passed amendments to our Documents (all Homeowners have copies and should have inserted them in their books) your Board has adopted the following rule:

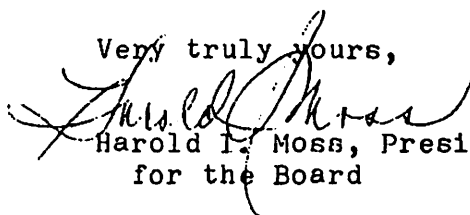
Any attempt to sell, rent or lease without prior notification to the Board of Directors of the Association shall be deemed a breach of the Declaration and said selling, renting or leasing shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

This rule does not, in any way, interfere with your right to sell, rent or lease your home. What it does is to give the Board the power to make certain that every prospective purchaser (new owner), renter or lessee is fully familiar with our Documents and the Rules and Regulations contained therein and agrees to abide by them. Of necessity this should be done prior to going to contract rather than after the fact.

This position is no different than that which was required of the Developer when we purchased our homes. Prior to purchase we were given copies of the Documents to read and then affirm, in writing, that we agreed to abide by the Rules and Regulations therein contained.

Please make certain that this new rule is attached to your Documents so that you can refer to it should the need ever occur. If you have any questions please do not hesitate to contact any member of the Board of Directors.

Very truly yours,


Harold I. Moss, President
for the Board

Board of Directors

Harold I. Moss, President
Joseph Belikoff, Vice-President
Julie Dahlstrom, Secretary
William Rosenstein, Treasurer
Edward Drucker, 2nd V. President
Royal Bonner, 3rd V. President

80-272912

PREPARED BY: GEORGE P. ORD, ESQUIRE
ALLEY, MAASS, ROGERS,
LINDSAY & CHAUNCEY
321 Royal Poinciana Plaza, So
Palm Beach, Florida 33480

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAWGRASS VILLAGE I.

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432
Sec W/C

THIS INSTRUMENT, made this 12 day of September, 1980
by TARTAN MINTO CORPORATION, a Florida Corporation,
WITNESSETH, that

WHEREAS, TARTAN MINTO CORPORATION did on August 19, 1980
execute a Declaration of Covenants, Conditions and Restrictions
for SAWGRASS VILLAGE I (Declaration) which was recorded
September 8, 1980 in Official Record Book 9108, Page 308,
public records of Broward County, Florida, and

WHEREAS, TARTAN MINTO CORPORATION is the owner of all prop-
erty affected by such Declaration and there are no mortgages
encumbering any portion of the property so affected, and

WHEREAS, TARTAN MINTO CORPORATION wishes to amend the Dec-
laration as hereinafter stated.

NOW, THEREFORE, the Declaration of Covenants, Conditions
and Restrictions of SAWGRASS VILLAGE I is amended as follows:

ARTICLE XV, General Provisions; Section 2, Amendment is
amended to read in its entirety as follows:

Section 2. Amendment. This Declaration may be
amended at any time and from time to time with the
consent of mortgagees holding two-thirds (2/3) of the
institutional mortgages placed upon the Lots upon the
execution and recording of an instrument executed by
Owners holding not less than three-fourths (3/4) of
the voting interests of the membership, provided that
so long as Developer is the Owner of any Lot, or any
property affected by this Declaration, or amendment
hereto, no amendment shall be effective without
Developer's express written consent and joinder.

Article VII hereof, the Covenant for Maintenance
Assessments, may not be amended without the consent
of each mortgagee holding a first mortgage upon a
lot in the Properties.

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Except as above stated, the Declaration as originally executed and recorded shall continue in full force and effect.

IN WITNESS WHEREOF, TARTAN MINTO CORPORATION has executed these presents this 12 day of September, 1980.

Signed, sealed and delivered in the presence of:

Alan Powell
Dorothy Weingart

TARTAN MINTO CORPORATION

By

J. E. MacKenzie
J. E. MacKenzie, Vice President

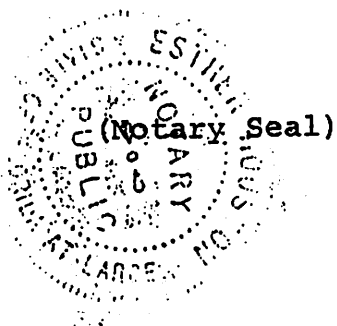
STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared J. E. MacKenzie, to me well known and known to me to be the Vice President of Tartan Minto Corporation, and did acknowledge before me that he executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and seal this 12 day of September, 1980.



Esther Houston
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20 1984
LICENSED THIRD GENERAL INS. UNDERWRITERS

RECORDED IN THE PUBLIC RECORDS OF
THE COUNTY OF PALM BEACH
ON SEPTEMBER 12, 1980
BY THE CLERK OF THE COURT

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