

97-562905 T#001  
10-23-97 01:13PM

This instrument prepared by/  
Record and Return to:  
Neil Eisenstein, Esquire  
KODSI & EISENSTEIN, P.A.  
701 West Cypress Creek Road  
Suite 302  
Fort Lauderdale, Florida 33309

**FIRST AMENDMENT TO  
THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SUMMER WIND**

THIS AMENDMENT is made and entered into this 20 day of October, 1997, by SUMMER WIND HOMEOWNERS ASSOCIATION, a Florida corporation, not-for-profit ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant, by virtue of the powers reserved unto it in Paragraph 13.9.1, Article 13, General Provisions of the Declaration of Covenants and Restrictions (the "Declaration") recorded in Official Records Books 23533, Page 0999 through 1080, both inclusive of the Public Records in and for Broward County, Florida hereby desires to amend and modify the Declaration as hereinafter stated:

**NOW, THEREFORE,** Declarant hereby amends and modifies this Declaration as follows:

1. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.
2. The real property defined in the Declaration as Summer Wind is that real property legally described in Exhibit "A" attached hereto and made a part hereof.
3. Sub-paragraph 12.2.3 of the Declaration entitled "Maintenance of Landscaping" is hereby deleted in its entirety and is replaced by the following:

To insert the following new sub-paragraph 12.2.3 "Maintenance of Landscaping" and stead

TRI-COUNTY for: -- #84  
& Eisenstein, P.A.

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- A. The Association shall maintain and care for any lawns and all landscaping in the common areas.
- B. Each individual owner shall maintain and care for any lawns and all landscaping which are encompassed within the lot. Maintenance and care within the meaning of this subparagraph shall include fertilizing and spraying of lawns and landscaping, mowing and edging of sod and landscaping so that at a minimum, the initial landscaping for the lot shall be maintained. Replacement of such lawns, shrubbery and landscaping located upon the lots shall be the obligation of the owners of the lots upon which such replacement is required.

With respect to the maintenance and replacement of any hedge located in the area patio area on the property line between the two (2) lots, the cost of maintaining and replacing such edge shall be borne by the owners of the adjacent lots and the replacement work shall be performed by the Association.

4. Except as modified herein, the Declaration continues in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto.

SUMMER WIND, a Florida corporation

Gayle E. Meyerson  
GAYLE E. MEYERSON  
Elizabeth Bailey  
Elizabeth Bailey  
Corporate Seal:

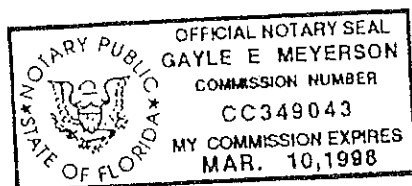
BY: [Signature]  
Its: [Signature]

STATE OF FLORIDA       )  
                                      )  
COUNTY OF BROWARD    )       SS

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of October, 1997, by Joseph A. Kalsi as President of Summer Wind, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

Gayle E. Meyerson  
Notary Public - State of Florida  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

ddamend.sw



# LAND DESCRIPTION

## RECREATION AREA

### SUMMER WIND

A portion of Parcel "A", CORAL RIDGE DRIVE COMMERCIAL, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the most Northerly Northeast corner of said Parcel "A";

THENCE South  $66^{\circ}38'50''$  East along the North line of said Parcel "A", 52.28 feet to the Westerly right-of-way line of Coral Ridge Drive, as shown on said plat, and a point on the arc of a non-tangent curve concave to the Southwest (said point bears North  $71^{\circ}40'00''$  East from the radius point of the next described curve);

THENCE Southeasterly along said Westerly right-of-way line and along the arc of said curve, having a radius of 1,086.55 feet, a central angle of  $09^{\circ}04'50''$ , an arc distance of 172.70 feet to an intersection with the Westerly line of a 12.00 foot wide roadway easement as shown on said plat;

THENCE South  $00^{\circ}15'34''$  West along said Westerly easement line, 100.14 feet to a point on the arc of a non-curve concave to the Southwest (said point bears South  $86^{\circ}01'15''$  West from the radius point of the next described curve);

THENCE Southwesterly continuing along said Westerly easement line and along the arc of said curve, having a radius of 1,074.55 feet, a central angle of  $08^{\circ}40'33''$ , an arc distance of 162.71 feet;

THENCE North  $83^{\circ}10'12''$  West, 15.01 feet to the POINT OF BEGINNING;

THENCE continue North  $83^{\circ}10'12''$  West, 24.38 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 58.00 feet, a central angle of  $33^{\circ}56'04''$ , an arc distance of 34.35 feet to the Point of Tangency;

THENCE South  $62^{\circ}53'44''$  West, 35.77 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, having a radius of 42.00 feet, a central angle of  $33^{\circ}56'04''$ , an arc distance of 24.88 feet to the Point of Tangency;

THENCE North  $83^{\circ}10'12''$  West, 67.65 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 64.00 feet, a central angle of  $15^{\circ}18'48''$ , an arc distance of 17.11 feet;

THENCE North  $62^{\circ}53'44''$  East, 196.82 feet;

THENCE North  $27^{\circ}06'16''$  West, 90.00 feet;

THENCE North  $62^{\circ}53'44''$  East, 44.92 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of  $38^{\circ}28'12''$ , an arc distance of 35.59 feet;

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THENCE South  $00^{\circ}15'04''$  West, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears North  $85^{\circ}59'27''$  East from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 1,059.55 feet, a central angle of  $08^{\circ}40'32''$ , an arc distance of 160.44 feet to the POINT OF BEGINNING.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 14,866 square feet, more or less.

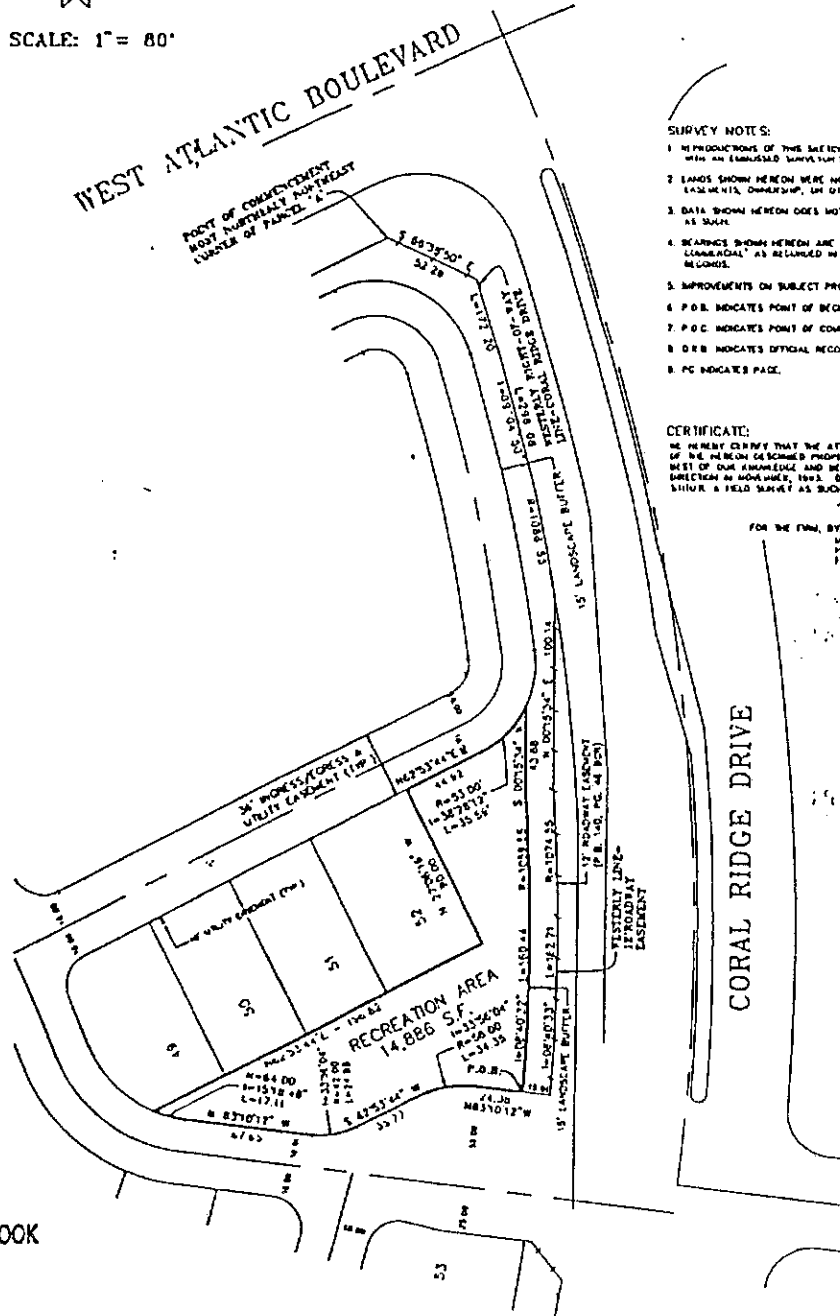
Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:008

# SKETCH OF DESCRIPTION A PORTION OF PARCEL "A" CORAL RIDGE DRIVE COMMERCIAL (PB 140, PG. 46, B.C.R.) RECREATION AREA



SCALE: 1" = 80'

WEST ATLANTIC BOULEVARD



## SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS REPRODUCED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, ENCUMBRANCES, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF "CORAL RIDGE DRIVE COMMERCIAL" AS RECORDED IN PLAT BOOK 140, PAGE 46, SHOWING CLARITY RECORDS.
5. IMPROVEMENTS ON SUBJECT PROPERTY NOT LOCATED.
6. P.O.B. INDICATES POINT OF BEGINNING.
7. P.O.C. INDICATES POINT OF COMMENCEMENT.
8. D.R.B. INDICATES OFFICIAL RECORDS BOOK.
9. P.C. INDICATES PAGE.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF DESCRIPTION" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION AND SUPERVISION, 1993. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY: *Michael D. Drotos*  
MICHAEL D. DROTOS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 2498

CORAL RIDGE DRIVE

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

PROJECT NO: 93-0150

SHEET 3 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	11/04/93		MDR
REVISIONS	DATE	FB/PC	CHKD	

**SDA SHAIH DROTOS & ASSOCIATES**

ENGINEERING  
SURVEYING  
PLANNING

4901 N.W. 17th Way • Suite 404 • Ft. Lauderdale, FL 33309  
PH: 305-776-7604 • FAX: 305-776-7608

BK27183PG0068

W/C TRI-COUNTY FOR --  
ISAAC KODSI, P.A.  
2875 S. University Dr  
Davie, FL 33328

95-238214 T#001  
06-06-95 07:37PM

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
SUMMER WIND

EX23533F60999

\$21.75

This Instrument prepared by  
and return to:  
ISAAC KODSI, ESQUIRE  
ISAAC KODSI P.A.  
2875 SOUTH UNIVERSITY DRIVE  
DAVIE, FLORIDA 33328

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
SUMMER WIND

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR SUMMER WIND hereinafter referred to as the "Declaration") is made this \_\_\_\_th day of \_\_\_\_\_, 199\_\_ by Coral Lake IV, Inc., a Florida corporation, its successors and assigns, whose principal office is located at 3300 University Drive, Suite 412, Coral Springs, Florida 33065 ("Developer"), and is joined in by Summer Wind Association, Inc.

WHEREAS, Developer is the owner in fee simple of the real property more particularly described on Exhibit A ("Subject Property") attached hereto and made a part hereof; and

WHEREAS, in order to develop and maintain Summer Wind as hereinafter defined) as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Subject Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Subject Property or any part thereof and which shall be binding upon all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns.

1. DEFINITIONS

1.1. "Articles" mean the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B, and any amendments thereto.

1.2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Guaranteed Assessments" and "Special Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Documents.

1.3. "Association" means Summer Wind Association, Inc., a Florida corporation not for profit.

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- 1.4. "Association Expenses" mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Document and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property, the Common Structural Elements, or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Document including, but not limited to, the cost of any "Reserves" (as defined in Paragraph 8.11 hereof) and any other expenses designated to be Association Expenses by the Board.
- 1.5. "Association Property" means such portions of the Subject Property, as more particularly described in Paragraph 4.2 herein, which are to be maintained by the Association and are intended to be conveyed to the Association.
- 1.6. "Board" means the Board of Directors of the Association.
- 1.7. "Budget" means the budget prepared annually by the Board which sets forth the total anticipated Association Expenses for each calendar year.
- 1.8. "Bylaws" mean the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C, and any amendments thereto.
- 1.9. "Contributing Lot" means any Lot which is not owned by the Developer.
- 1.10. "Contributing Lot Owner" means the Owner of a Contributing Lot.
- 1.11. "Common Structural Elements" means certain elements, features or parts, contained in a "Building" (as defined in Paragraph            hereof) which are structural elements of more than one (1) house contained therein.
- 1.12. "County" means Broward County, Florida.
- 1.13. "Declaration" means this document and any amendments hereto.
- 1.14. "Developer" means Coral Lake IV, Inc., a Florida corporation, its successors, grantees and assigns or any Mortgagee acquiring title to any of the Developer's property by foreclosing its mortgage or by a deed in lieu of foreclosure (as to the portion of SUMMER WIND owned by any such successor in interest or Mortgagee of Record), provided, however, such mortgagee elects in its sole and absolute discretion, to become a successor Developer and evidences such election by executing a document confirming same and recording such document in the Public Records. A Purchaser shall not, solely by the purchase of a House or Lot, be deemed a successor, grantee or assign of Developer, or obtain the rights of Developer under this Declaration or any other Document, unless such purchaser is specifically so designated a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer.
- 1.15. "Director" means a member of the Board.
- 1.16. "Documents" mean in the aggregate this Declaration, the Plat, the Site Plan, the Articles, the Bylaws, and all of the instruments and documents referred to therein, including, but not limited to, amendments to any of the foregoing, as applicable.
- 1.17. "House" means a residential house intended as an abode for one family constructed on the Subject Property.
- 1.18. "Institutional Mortgagee" means any lender which is generally recognized as an institutional lender owning a first mortgage covering a House or Lot, including but not limited to any of the following institutions:
- (i) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or



(ii) Any "secondary mortgage market institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

(iii) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(iv) Any and all investing or lending institutions, or the successors and assigns of such lenders ("Lenders"), which have loaned money to Developer and which hold a mortgage upon any portion of the Subject Property securing such loans; or

(v) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of the Subject Property; or

(vi) Developer, if Developer holds a mortgage on any portion of the Subject Property and the transferee of any mortgage encumbering the Subject Property which was originally held by Developer; or

(vii) Any life insurance company; or

(viii) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

1.19. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.20. "Legal Fees" mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; (ii) collection of past due Assessment, including, but not limited to, preparation of notices, liens and release of liens; and (iii) court costs through and including all trial and appellate levels and post-judgment proceedings.

1.21. "Lot" means, a portion of the Subject Property as shown on the Plat, upon which a House is permitted to be erected.

1.22. "Member" means a member of the Association.

1.23. "Operating Expenses" mean the expenses for which Owners are liable to the Association as more particularly described in this Declaration and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing and Association Property.

1.24. "Owner" means the owner of the fee simple title to a Lot and includes Developer for so long as Developer is the owner of the fee simple title to a Lot.

1.25. "Plat" means Plat of Summer Wind recorded in Plat Book 140, Page 46 of the Public Records of the County.

1.26. "Public Records" means the Public Records of the County.

1.27. "Site Plan" means Site Plan of Summer Wind, whereby all of the Subject Property is divided into Lots, Common Area, Drainage Easement, Utility Easements, Pedestrian Easement, Recreation Area; and Ingress, Egress Easements (and all "Landscape Buffer Easements"), as set forth on Exhibit A(1).

1.28. "Subject Property" means the real property upon which Summer Wind is planned to be developed and which is more particularly described on Exhibit A attached hereto and made a part hereof.

1.29. "Summer Wind" means the residential community planned for development upon the Subject Property committed to land use under this Declaration which is intended to be comprised of seventy five (75) Lots, and Association Property.

## 2. PLAN OF DEVELOPMENT

Summer Wind is comprised of the Subject Property encompassing the Lots, the Association Property, all as more particularly described in this Declaration.

Developer contemplates that it may construct, but it shall not be obligated to construct upon the Subject Property, SEVENTY FIVE (75) Homes, and Recreational Facilities upon the Association Property.

Developer expressly reserves the right as to the Subject Property, to: (i) commence construction and development when Developer so desires; (ii) develop the Subject Property upon such timetable as Developer, in its sole discretion, chooses; and (iii) modify the plan of development of the Subject Property in such manner as it, in its sole discretion, chooses.

## 3. WITHDRAWALS FROM THE SUBJECT PROPERTY; CONVEYANCE OF ASSOCIATION PROPERTY

### 3.1. Title to the Association Property

The Association Property is hereby declared to be for the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Subject Property. When title to all Lots which are subject to the provisions hereof located upon the Subject Property have been conveyed to third-party purchasers, or earlier, at Developer's option exercisable from time to time, as to any portions of the Association Property, Developer or its successors and assigns shall convey and transfer to the Association, by quit claim deed, the fee simple title to the Association Property free and clear of any liens and the Association shall accept such conveyance holding title for the Owners as aforesated. Such conveyance shall be subject to any real estate taxes and assessments for the year in which this Declaration is recorded and subsequent years; any covenants, conditions, restrictions, reservations, limitations, then of record; easements set forth on the Plat; any zoning ordinances then applicable; the Declaration, as amended from time to time. Notwithstanding the foregoing, the Association is obligated to accept at any time any and all conveyances by Developer of fee simple title, easements or leases to all or portions of the Association Property.

The Association shall accept any such conveyance of the Association Property and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Developer's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, levied against the Association Property including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation.

The Owners of Lots (including Developer as to Lots owned by it) shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, Developer may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally

liable for paying the mortgage and provided further that the mortgagee releases its lien against the Association Property at the time it is conveyed to the Association. In such event, Owners of Lots upon the Subject Property shall not be required to join in or be entitled to consent to such mortgage.

4. RESIDENTIAL PROPERTY; ASSOCIATION PROPERTY; COMMON STRUCTURAL ELEMENTS; RULES AND REGULATIONS

4.1. Residential Property

"Residential Property" means those portions of the Subject Property designated as Lots 1-75 on the Plat, which may be developed with Houses and or residential facilities to serve such Houses and shall be for residential use only.

4.2. Association Property

The Association Property shall mean all portions of the Subject Property unless designated as Residential Property above. The Association Property shall consist of the following portions of the Subject Property as shown on the Plat and Site Plan and as more specifically set forth on Exhibit A(1) attached hereto and made a part hereof: (i) Common Area; (ii) Drainage Easements; (iii) Utility Easement; (iv) Canal Easement; (v) Private Streets and Roads and (vi) Emergency Access Easement. The Association Property shall be used by the Association and Owners and their family members, guests, invitees and lessees in accordance with the Documents. The Association Property is to be maintained by the Association.

Such portions of the Association Property upon which Developer has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located, or to be located thereon. Developer reserves the right, but shall not be obligated, to construct recreational facilities upon the Association Property or any other property. The decision as to whether to construct recreation facilities and the erection thereof shall be in the sole discretion of Developer.

4.3. Recreation Property

4.3.1. "Recreation Area" means that portion of the Subject Property designated for use as a Recreation Area in this Declaration and as shown on the Plat and Site Plan and as more specifically set forth on Exhibit A(1) attached hereto and made a part hereof. The Recreation Area shall be used for recreational and social purposes in accordance with any improvement of such Recreation Area by Developer and shall be improved by Developer in accordance with Developer's plan for beautification of Summer Wind and thereafter kept and maintained by the Association substantially in accordance with the improvement thereof made by Developer or the requirements of the applicable governmental agencies. Developer, for so long as Developer shall own any portion of the Subject Property, and thereafter the Association, shall have the absolute right, in its sole discretion subject to limits set forth in the Declaration, to modify its plan for beautification of Summer Wind specifically to modify the appearance and amenities of the Recreation Area. Developer reserves the right to construct one (1) pool, clubhouse, and restroom facilities on the Recreation Area as shown on the Site Plan. All owners in Summer Wind shall have use rights in the Recreation Area pursuant to this Declaration.

DEVELOPER, THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR THE RECREATION AREA INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS. ANY INDIVIDUAL USING THE RECREATION AREA SHALL DO SO AT HIS OWN RISK AND HEREBY HOLDS DEVELOPER, AND THE ASSOCIATION HARMLESS FROM AND AGAINST CLAIM OR LOSS ARISING FROM SUCH USE.

4.3.2. "Common Area, Drainage Easements, Utility Easements, Emergency Access Easements, Sidewalk Easements, and Canal Right of Way" mean that portion of the Subject Property and all improvements for the Streets, Walkways and Entrance to Summer Wind, designated as Common Area and Sidewalk Easement on the Plat and Site Plan and as more specifically set forth on

Exhibit A(1) attached hereto and made a part hereof including but not limited to, landscape, signage, all interior streets and street lights, walkways, all utility easements, common area and sidewalk easement, if any. The Ingress, Egress and Utility Easement (and all Landscape Buffer Easements) and Common Area shall be deemed Association Property and shall be maintained, and administered, repaired or replaced, as deemed required by the Association. The expense thereof shall be included as an Association Expense. All owners in Summer Wind shall have access to the Entranceway and Streets pursuant to this Declaration.

#### 4.3.3. Rules and Regulations

The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Residential Property, and other portions of the Subject Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Documents. The rules and regulations shall not apply to Developer as an Owner.

#### 4.3.4. Masonry Wall

A five foot (5') masonry wall (hereinafter Wall) shall be constructed by Developer on the border of Summerwind along Coral Ridge Drive and Atlantic Boulevard. The Association shall own and maintain such Wall. Lots adjacent the Wall shall be subject to a three foot (3') Easement to allow for maintenance and repair of the Wall. No Owner shall be allowed to alter the Wall or to place any attachment to the Wall. If an Owner Causes damage to the Wall the Association shall make all necessary repairs. The cost of making such repairs shall be assessed against such Owner and shall become a lien upon the Lot of such Owner.

### 5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; CORPORATION

#### 5.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Documents. The voting rights of the Members shall be as set forth in the Articles.

#### 5.2. Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

#### 5.3. Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles.

### 6. COVENANT TO PAY ASSESSMENTS FOR ASSOCIATION EXPENSES; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DEVELOPER; CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

#### 6.1. Affirmative Covenant to Pay Assessments for Association Expenses

In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Contributing Lot and each Contributing Lot Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the Individual Lot Assessments, Guaranteed Assessments and Special Assessments. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot within the Subject Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Association Expenses in accordance with the provisions of the Documents.

## 6.2. Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of the documents including, but not limited to costs of collection thereof and any Legal Fees, are hereby declared to be a charge and continuing lien upon each Contributing Lot, together with Interest thereon, shall be the personal obligation of the Contributing Lot Owner of such Contributing Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Contributing Lot or chargeable to the former Contributing Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Contributing Lot in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

## 6.3. Collection of Assessments

In the event any Contributing Lot Owner shall fail to pay any Assessment, or installment thereof, charged to such Contributing Lot Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2. To advance on behalf of the Contributing Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Contributing Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof including, but not limited to, Legal Fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

6.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4. To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a reasonable late charge as determined from time to time by the board to defray additional collection costs.

## 6.4. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then, in that event, Developer shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Developer; using the remedies available to the Association against a Contributing Lot Owner as set forth in Paragraph 6.3, which remedies (including, but not limited to, recovery of Legal Fees) are hereby declared to be available to Developer.

#### 6.5. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Lots. Notwithstanding the foregoing, any Institutional Mortgagee who takes title to any Contributing Lot(s) shall pay any and all Assessments pursuant to Section 7 from and after the date of such acquisition. Further, Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Association Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Developer and any Institutional Mortgagees paying overdue Association Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Developer if Developer is entitled to reimbursement.

#### 6.6. Developer Exemption

Notwithstanding anything herein to the contrary, Developer shall pay for all deficits in the operation of the Association above the Assessments correctly billed to the Contributing Lot Owners (as if all assessments billed the Contributing Lot Owner have been paid) so long as Developer owns any Lots in the Subject Property. In calculating such deficit, only actual expenses (which do not include capital expenses and reserves) shall be computed. Developer may however, at any time and from time to time, be relieved of all obligations to fund said deficits by electing, for any Assessment periods, to pay Assessments imposed upon Lots for which it is an Owner (excluding delinquent Contributing Lot Owner assessments, if any).

### 7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

#### 7.1. Determining Amount of Assessments

The total anticipated Association Expenses for each calendar year shall be the sum necessary for the maintenance and operation of the Association Property as set forth in the budget prepared by the Board as required under the Documents. Notwithstanding anything in the Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against Developer shall be deemed an Association Expense which is the subject of a Special Assessment only, requiring the vote of the Members (as set forth in paragraph 13.14 hereof) and not the subject of a regular Individual Lot Assessment.

#### 7.2. Assessment Payments

The Individual Lot Assessments shall be payable quarterly, in advance, on the first day of each of January, April, July and October of each year. The Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Contributing Lot comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, such Contributing Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Contributing Lots in existence at the time of such Assessment, prorated from the date the new Contributing Lot comes into existence through the end of the period in question. If the payment of such assessment or installment thereof was due at the time the new Contributing Lot came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

### 7.3. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Documents and whether or not for a cost or expense which is included within the definition of "Association Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements, for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Guaranteed Assessment under any of the Documents and any such Special Assessments assessed against Contributing Lots and Contributing Lot Owners thereof shall be paid by such Contributing Lot Owners in addition to any such Guaranteed Assessments. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment shall require the affirmative assent of the Lot Owners owning at least two-thirds (2/3) of the Lots, represented in person or by proxy at a meeting called and held in accordance with the Bylaws unless the Special Assessment is against an Owner for failure to maintain his Lot or Dwelling Unit or for failure to perform his maintenance responsibilities.

### 7.4. Liability of Contributing Lot Owners for Individual Lot Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Subject Property, each Owner thereof acknowledges that each Contributing Lot and the Contributing Lot Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Contributing Lot Owners further recognize and covenant that they are jointly and severally liable with the Contributing Lot Owners of all Contributing Lots for the Association Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments and successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner who is or becomes a Contributing Lot Owner, for himself and his heirs, executors, successors and assigns, that in the event Contributing Lot Owners fail or refuse to pay their Individual Lot Assessments or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Contributing Lot Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Contributing Lot Owners and said Assessment may be enforced by the Association and Developer in the same manner as all other Assessments hereunder as provided in the Documents.

### 7.5. Guaranteed Assessment During Guarantee Period

Developer covenants and agrees with the Association and the Contributing Lot Owners that for the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of the following: (i) the Turnover Date; or (ii) December 31, 1995 ("Guarantee Period"), that the annual Individual Lot Assessment will not exceed the amount set forth in the estimated operating budget of the Association ("Guaranteed Assessment") and that Developer will pay the difference, if any, between the actual Association expenses during the Guarantee Period (other than those Association Expenses which are for reserves or capital expenses or are properly the subject of a Special Assessment or Association Expenses which may be incurred for "Cable Service" as hereinafter defined and described) and the amounts assessed as Guaranteed Assessments against Contributing Lots. The Guaranteed Assessment does include the annual assessments levied by the Corporation for Operating Expenses. Thus, during the Guarantee Period, Contributing Lot Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment, Special Assessments, and Assessments for Association Expenses for Cable Service and/or Monitored Alarm Service, if any. Developer hereby reserves the right to amend this Declaration from time to time, at Developer's sole election, to extend the Guarantee Period to a date ending no later than the Turnover Date.

After the Guarantee Period terminates, each Contributing Lot Owner shall be obligated to pay Assessments as set forth in Paragraph 7.1 hereof.

#### 7.6. Developer's Guaranteed Assessment Not the Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Contributing Lot Owner by the acceptance of a deed or other instrument of conveyance of a Lot within the Subject Property shall be deemed to have acknowledged and agreed that no such Institutional Mortgagee, or any person acquiring title to any part of a deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Developer, unless said assumption is made in accordance with the provisions set forth herein, (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Documents; or (ii) to pay the difference between the actual Association Expenses and the Guaranteed Assessments, if any, assessed against Contributing Lots and the Contributing Lot Owners thereof during the Guarantee Period as may be provided for in any of the Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Developer to guarantee the amount of the Assessments as herein provided.

#### 7.7. Working Fund Contribution

Each Owner who purchases a Lot from Developer shall pay to the Association at the time legal title is conveyed to such Owner a "Working Fund Contribution." The Working Fund Contribution shall be an amount equal to no less than a two months' share of the annual Association Expenses applicable to such Lot pursuant to the initial budget. The purpose of the Working Fund Contribution is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments. Developer has the right to cause the Association to use the Working Fund Contributions to defray Association Expenses during the Guarantee Period.

#### 7.8. Exempt Property

In the event that the Developer elects, during any period, to pay for all deficits of the Association as set forth in Article 6.6 hereof, then the Lots owned by the Developer shall be exempt from the Association Assessments for that period.

### 8. ASSOCIATION EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Association Property and of the Association are hereby declared to be Association Expenses which the Association is obligated to assess and collect and which the Lot Owners are obligated to pay as provided herein or as may be otherwise provided in the Documents.

#### 8.1. Taxes

Any and all taxes or special assessments levied or assessed at any and all times upon any Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

#### 8.2. Utility Charges

All charges levied for utilities providing services for the Association Property, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service



charge. Notwithstanding the foregoing, any and all utility charges required to operate any entrance feature to Summer Wind, whether or not such is located on Association Property, shall be deemed an Association Expense.

### 8.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under the documents and the premiums on any policy or policies of insurance which the Association determines to maintain even if not required to be so maintained under the Documents.

### 8.4. Maintenance, Repair and Replacement

Any and all expenses necessary to: (i) maintain and preserve the Association Property; (ii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the Association, and fixtures and equipment upon the Association Property in a manner consistent with the development of the Subject Property and in accordance with the covenants and restrictions contained herein and in the Documents, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iii) maintain and repair the portions of the Subject Property which are the responsibility of the Association as provided for in the Documents, including, without limitation, any entrance sign(s) placed by Developer on the Association Property.

### 8.5. Administrative and Operational Expenses

The costs of administration for the Association in the performance of its functions and duties under the Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise-related entity of Developer) to assist in the operation of the Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

### 8.6. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Association Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be an Association Expense.

### 8.7. Indemnification

The Association covenants and agrees that from and after the date hereof it will indemnify and hold harmless Developer, its shareholders, officers and directors from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Association Property and improvements thereof and thereon, and from and against all costs, expenses, Legal Fees and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Documents to be kept or performed by the Association or the Owners. The costs and expense of

fulfilling this covenant of indemnification set forth in this Paragraph shall be an Association Expense, provided that the amount of any Assessment arising therefrom shall not be assessed against any House or Lot owned by Developer.

#### 8.8. Failure or Refusal of Contributing Lot Owners to Pay Assessments

Funds needed for Association Expenses due to the failure or refusal of Contributing Lot Owners to pay Assessments levied shall, themselves, be deemed to be Association Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Lot Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon.

#### 8.9. Extraordinary Items

Extraordinary items of expense under the Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon.

#### 8.10. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the documents must also be approved by a two-thirds (2/3) vote of the Contributing Lot Owners present at any Members' meeting having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

#### 8.11. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Association Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such reserves or any fund composed of same. Developer shall not be subject to any assessment for Reserves without its prior written consent.

#### 8.12. Cable Television System

Any and all costs and expenses incurred by the Association under or pursuant to any agreement(s) ("Cable Agreement") entered into by the Association pursuant to which cable television service ("Cable Service") will be provided to all of the Houses on the Subject Property and whether or not the Cable Service includes features in addition to television reception such as, but not limited to, a smoke/heat detection system or other features; provided that notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Cable Agreement shall be apportioned equally but only amongst those Houses with respect to which the Association is being charged under or pursuant to the Cable Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Cable Service pursuant to the Cable Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Developer or the Association to enter into a Cable Agreement.

#### 8.13. Security Gate and Monitored Alarm System

Any and all costs and expenses incurred by the Association under or pursuant to any agreement(s) ("Security Gate Agreement") entered into by

the Association pursuant to which a security calling system or monitored alarm service ("Monitored Alarm Service") will be provided to all of the Houses on the Subject Property and whether or not the Security Calling System or Monitored Alarm Service includes features in addition to security calling, perimeter monitored alarm services such as, but not limited to, a smoke/heat detection system, push button panels for emergency calls or other features; provided that notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Security Calling System or Monitored Alarm Agreement, if any, shall be apportioned equally but only amongst those Houses with respect to which the Association is being charged under or pursuant to the Security Calling System or Monitored Alarm Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Security Calling System or Monitored Alarm Service, if any, pursuant to a Security Calling System or Monitored Alarm Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Developer or the Association to enter into a Security Calling System or Monitored Alarm Agreement.

#### 8.14. Street Lights

The expenses of electricity for the street lights located on the private street shall be an Association Expense.

#### 8.15 Miscellaneous Expenses

The cost of any item of cost or expense pertaining to or for the benefit of the Owners, the Association or the Association Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Association Expense by the Board shall be an Association Expense.

### 9. INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Association Expenses:

#### 9.1. Public Liability Insurance

A comprehensive policy or policies of general liability insurance naming the Association and, for so long as Developer owns any Lot, Developer as named insured thereof and including the Owners as insured thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property included within Summer Wind and Recreation Area and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than One Million (\$1,000,000.) Dollars for bodily injury and One Hundred Thousand (\$100,000.) Dollars for property damage for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the Association is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Association Property included within Summer Wind and Recreational Area; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Association Property included within Summer Wind and Recreational Area in developments similar to Summer Wind and Recreational Area in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Developer or any other Owners or deny the claim of either Developer or Association because of negligent acts of the other, or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group, to an Owner. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring

in his own House and, if the Owner so determines, for supplementing any insurance purchased by the Association. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

#### 9.2. Hazard Insurance

Each Owner shall be responsible for the purchase of casualty insurance for all of his personal property and his House (as more particularly set forth in Paragraph 9.11 hereof). The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within the Association Property, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within the Association Property, including personal property owned by the Association, in and for the interest of the Association, all Owners and their mortgagees, as their interest may appear, with a company (or companies) acceptable to the standards set by the Board. The Association may hereafter be located, built or placed on the Association Property in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar in construction, location and use.

#### 9.3. Flood Insurance

If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available, under the National Flood Insurance Program, or other flood program acceptable to the Board, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

#### 9.4. Form of Policy and Insurance Trustee

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Summer Wind and Recreational Area operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Individual Lot Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Houses within Summer Wind ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have

the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Houses within Summer Wind to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any House(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

#### 9.5. Required Policy Provisions

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and "Listed Mortgagees" (as hereinafter defined) and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 9.6. Restrictions of Mortgagees

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective mortgagees.

#### 9.7. Distribution of Insurance Proceeds and Losses

9.7.1. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Owners and mortgagees under the following terms:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 9.7.3 below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the

Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Association Property, the Board shall hold a special meeting to determine a Special Assessment against all of the Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Houses setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 9.7.3. (b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000.), and three-fourths (3/4) of the Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds equally among the Owners and shall promptly pay each share of such proceeds to the Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

9.7.2. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Owners in proportion to their contributions by way of Special Assessment.

9.7.3. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

9.7.4. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Summer Wind and Recreational Areas, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of Summer Wind and Recreational Areas as previously constructed shall require approval by the Lead Mortgagee.

9.7.5. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Common Area or Recreation Area.

9.7.6. Insurance Amounts. Notwithstanding anything in this Section 9 to the contrary, the amounts set forth for the purchase of insurance in this Section 9 are the minimum amounts to be purchased. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

9.7.7. Miscellaneous Policy Requirements. Policies insuring the property within Summer Wind and Recreational Areas purchased pursuant to the requirements of this Section 9 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and the policy will be primary, even if an Owner has other insurance that covers the same loss.

9.7.8. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Section 9, provided that the coverages required hereunder are fulfilled.

#### 9.8. Fidelity Coverage

Association may acquire fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

9.8.1. Such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association;

9.8.2. Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Contributing Lots, plus the Reserves, if any, but in no event less than Ten Thousand Dollars (\$10,000.) for each such person; and

9.8.3. Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

#### 9.9. Cancellation or Modification

All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

#### 9.10. Condemnation

In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Lots, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Notwithstanding anything in this Section 9 to the contrary, the amounts set forth for the purchase of insurance hereunder are the minimum amounts to be purchased. Therefore, Owners or the Association, as the case

may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

#### 10. EASEMENTS

##### 10.1. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Subject Property under this Declaration.

##### 10.2. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Subject Property as covenants running with the Subject Property for the benefit of the Owners, the Association, the Corporation, Developer, all institutional mortgagees and all Easements and Reservations as may be set forth on the Plat and hereinafter specified for the following purposes:

##### 10.2.1. Utility and Services Easements

Easements are hereby granted to provide for installation, service, repair and maintenance of the equipment required to provide utility services including, but not limited to, power, electric transmission, television cable, monitored alarm systems, light, telephone, gas, water, sewer and drainage, and governmental services including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies; provided that all facilities for any of the foregoing shall be installed underground except those above ground facilities as shall be permitted in writing by the Association.

##### 10.2.2. Easement for Encroachment

An easement is hereby granted for encroachment in favor of an Owner, or the Association, in the event any portion of an Association improvement or Owners House or appurtenant improvements, now or hereafter, encroach upon any of the Lots or Association property as a result of inaccuracies in survey, construction or due to settlement or movement or caused by changes in the building design or site plan, provided such changes have been approved by the appropriate governmental authorities. Such encroaching improvements installed by Developer shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Association or Owner, thereof or his designees.

##### 10.2.3. Easement to Enter Upon Lots

(a) An easement is hereby granted for ingress and egress in favor of the Association, including the board or the designees of the Board, to enter upon the Lots for the purpose of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Documents, including, but not limited to, ingress, egress, pest control, the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

(b) An easement is hereby granted for non exclusive rights for entry upon the yard area which lies between the outside face of the zero lot line wall and the zero lot line property line in favor of adjoining property owners and the Association, for such purposes as may be applicable.

##### 10.2.4. Easement for Masonry Wall

An easement is hereby granted over each Lot adjacent to the Masonry Wall, for the benefit of the Association, for ingress and egress for the repair and maintenance of the masonry Wall by the Association.



#### 10.2.5. Easement Over Association Property

An easement of enjoyment is hereby granted in favor of all Owners, their family members, guests, invitees and institutional mortgagees, lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) the right of the Association to suspend the voting rights and rights to use the Association Property of any Owner for any period during which Assessments against his Lot(s) remain unpaid;

(b) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other operating of the Subject Property; and

(c) all provisions set forth in the Documents.

#### 10.2.6. Easement Over Subject Property

An easement is hereby reserved in favor of the Developer and the Association for any drainage easements granted to others for drainage and flowage over and upon the Subject Property including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair underground water drainage and flowage pipes, so long as any necessary government permits or authorizations are obtained.

#### 10.3. Assignments

The easements reserved hereunder may be assigned by Developer or

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the Association in whole or in part to any city, County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Owners hereby authorize Developer and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Subject Property or portions thereof in accordance with the provisions of this Declaration subject to the limitations set forth in Paragraph 10.4.

#### 10.4. Limitation of Easements

No such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within the Subject Property which have been constructed: (i) in accordance with the Documents; and (ii) prior to the use of such an easement; to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with the Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (including, but not limited to, temporary alteration or removal of a fence or a temporary excavation within a driveway) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Developer shall terminate upon Developer no longer owning any Lots or Houses, or interests in such on the Subject Property, except for the easement right of Developer set forth in Paragraph 10.2.6 hereof. In addition, the easement rights granted or reserved by Developer hereunder are not to be construed as creating an affirmative obligation to act on the part of Developer.

#### 10.5. Use and Enjoyment Easement

Notwithstanding anything in this Declaration to the contrary, an Easement is granted to the adjoining houses for the use and enjoyment of open space, landscaping irrigation, paving and related purposes over any off-set areas between the lot line and the outside face of the building wall, so that each house shall have the use and enjoyment of usable open space areas with an average width of at least ten (10) feet.

#### 10.6. Drainage Easement

A four (4) foot drainage easement along the side of each lot and an eight (8) foot drainage easement along the rear lot line of each lot, as more specifically delineated on the Plat, are hereby granted to the Association for drainage and flow over and upon the lots and for the reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the necessary drainage and flow of water over the lots.

#### 10.7. Summer Wind Easements

There is hereby reserved for the purpose of installing operating and maintaining governmental, public or private utility facilities, for purposes incidental to the development of Summer Wind, those easements shown on any current Plat of Summer Wind and as may be shown on any future recorded plat of Summer Wind, and there is also hereby reserved within such easements, areas and rights of way for such other purposes as Developer or Association may in the future, determine.

### 11. OCCUPANCY AND USE RESTRICTIONS

#### 11.1. Single-Family Use

The Houses shall be the only houses constructed on the Residential Property. The Houses shall be for single-family use only. No commercial occupation or activity may be carried on the Subject Property except as such occupation or activity is permitted to be carried on by Developer under this Declaration.

#### 11.2. Maintenance of Property

The Lot and improvements thereon shall be kept in a good, safe, clean, neat and attractive condition. No refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. During construction of a House or other improvement upon any portion of the Subject Property, the Owner thereof shall be required to maintain said property in a clean condition and, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Subject Property must be removed within thirty (30) days after the completion of construction of the improvement on such portion of the Subject Property, as evidenced by issuance of a certificate of occupancy, if applicable.

#### 11.3. Swales

No Owner shall plant any trees or shrubs or the like in or on a swale area, nor shall any Owner alter the slope of the swales or take any other action which may impede the drainage system and the flowage of water.

#### 11.4. Temporary Buildings, Etc.

No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Subject Property except in connection with construction, development, leasing or sales activities permitted under the Documents. No temporary structure may be used as a House.

#### 11.5. Boats, Recreational Vehicles and Commercial Vehicles

No motorcycle, trailer, boat, van, truck, camper, "jeep"-like vehicle or other vehicle, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the Board, shall be permitted on any portion of the Subject Property except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Subject Property. Motorcycles and trucks are permitted as long as they fit within the totally enclosed garage.

#### 11.6. Garages

Each House shall have an attached garage. No garage shall be erected which is separate from the House. No garage shall be permanently enclosed so as to make such garage unusable by a vehicle, and no portion of a garage originally intended for the parking of a vehicle shall be converted into a living space or storage area without the consent of Developer or the Association. No individual air conditioning units which are visible from outside the House shall be permitted in a garage. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

#### 11.7. Signs

Owners, other than Developer, shall not display any other sign, advertisement or notice of any type in Summer Wind except as may be previously and specifically approved in writing by the Board; provided, however, the Board shall not approve any request to display "For Sale" signs.

#### 11.8. Animals and Pets

Only common household pets (i.e., dogs, cats, birds and fish) may be kept on any Lot or in a House but in no event for the purpose of breeding or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subject Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull be permitted on the Subject Property. Any pet must be carried or kept on a leash when outside of a House or fenced in area. No pet shall be permitted to go or stray on any other Lot without permission of the Owner of such Lot. No pet shall be kept outside of a House, or in any screened area unless someone is present in the House.

Any pet must not be an unreasonable nuisance or annoyance to other Owners in Summer Wind. If any pet interferes with the Association's maintenance obligations, upon written demand by the Association, the applicable Owner will be required to assume the obligations for such maintenance, without a reduction in Assessments for Association Expenses.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Subject Property.

#### 11.9. Additions and Alterations

No House shall be enlarged by any addition thereto or to any part thereof, and no owner shall make any improvement, addition or alteration to the exterior of his House, including, without limitation, the painting, staining or varnishing of the exterior of the House and the addition of screens or screen doors or enclosures, without being in accordance with the Documents and without the prior written approval of the Association, which approval may be withheld for purely aesthetic reasons.

## 11.10. Plans and Specifications

Any repair, rebuilding or reconstruction on account of casualty or other damage to any House shall be substantially in accordance with the plans and specifications for such property as originally constructed or with new plans and specifications approved by the Association. The Association makes no representations or warranties regarding the approval of new plans and specifications and, thus, assumes no liability in this regard.

## 11.11. Barbecues

Owners shall be permitted to locate and utilize barbecues only upon their respective Lots behind their respective Houses; provided, however that such barbecues shall not be placed so as to interfere with lawn service and that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

## 11.12. Increase in Insurance Rates

No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Subject Property not owned by such Owner.

## 11.13. Water Supply

No wells or individual water supplies shall be permitted except for sprinkler systems in compliance with all applicable governmental requirements.

## 11.14. Mailboxes and Other Delivery Boxes

Until determined otherwise by the Association and the United States Postal Service, mailboxes shall not be installed without the prior written consent of the Association, which consent may be withheld based on purely aesthetic reasons.

## 11.15. Clotheslines

No clotheslines or clothes drying on any Lot, which is visible from outside of such Lot, shall be undertaken or permitted on the Subject Property.

## 11.16. Aerials

No antennae, satellite dish, aerials or the like shall be placed upon the Subject Property (unless wholly contained within a House and not visible from outside the House) without the prior written approval of the Association, which approval may be denied for purely aesthetic reasons.

## 11.17. Garbage and Trash

Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Subject Property, including any Association Property, or any property contiguous to the Subject Property. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot, in order to be collected may be placed and kept at the front of the Lot after 5:00 P.M. on the day before the scheduled day of collection but not sooner, and any trash facilities must be removed on the collection day after the pick up. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a House or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

## 11.18 Landscaping

NO LANDSCAPING WHATSOEVER SHALL BE PERMITTED WITHOUT THE WRITTEN PERMISSION OF THE BOARD because there are underground utilities which may present a hazard. If an Owner wishes to landscape an area which is located upon a utility easement, such Owner must obtain the appropriate approval for the landscaping from the provider of the utility service in addition to Board approval. Further, Owners shall not be permitted to plant shrubbery and flowering plants ("Plantings") within existing flower beds without the prior written consent of the Board. Plantings which have been approved by the Board shall be maintained by the Owners.

## 11.21. Certain Rights of Developer

The provisions, restrictions, terms and conditions of this Section 11 shall not apply to Developer as an Owner.

12. MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY

In order to further establish and preserve the Subject Property, each Owner covenants and shall be obligated at all times to maintain portions of his House (including, but not limited to, all glass and screens in windows and doors) in a neat, aesthetically pleasing manner, in proper condition and good repair. If an Owner is merely the Owner of a Lot without a House thereon, the Owner thereof shall be required to maintain his Lot in an aesthetically pleasing manner.

## 12.1. By Owners

The responsibility of an Owner is as follows:

## 12.1.1. Maintenance and Repair

Owners shall maintain in good condition, and repair and replace at his expense, portions of his House and improvements thereon, including any screening on any porch, all window panes and all interior surfaces within his House (such as the surfaces of the walls, ceilings and floors); and maintain and repair the fixtures therein, including the air conditioning equipment serving the House; and to pay for any utilities which are separately metered to his House. Every Owner must promptly perform all maintenance and repair work within his House, as aforesaid, which if not performed would affect any other portion of Summer Wind or a House or Lot belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-maintained and repaired in accordance with the building plans and specifications utilized by Developer, except for changes or alterations approved by the Association as provided in this Declaration.

## 12.1.2. Alterations

Owners shall not: (i) make any alterations in any improvement or landscaping within the Association Property; (ii) remove any portion thereof or make any additions thereto; or (iii) do anything which would or might jeopardize or impair the safety or soundness of the Association Property or which, in the sole opinion of the Association, would detrimentally affect the architectural design of a Building within the Subject Property without first obtaining the written consent of the Association.

## 12.1.3. Painting and Association Approval

Owners shall not paint, refurbish, stain, alter, decorate, repair, replace or change the improvements on their Lots or the Association Property without the approval of the Association. Owners shall not have any exterior lighting fixtures, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the House as determined by the Association without first obtaining specific written approval of the Association. The Association shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

#### 12.1.4. Duty to Report

Owners shall promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

#### 12.1.5. Rights of Developer and Association

In the event any Owner fails to properly maintain his Lot and/or House pursuant to this Declaration ("Defaulting Owner"), the Association or Developer shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain property for which he has maintenance responsibility shall be determined in the sole discretion of the Association or Developer. The cost of performing such maintenance and the expenses of collection (if any), together referred to herein as the "Remedial Maintenance Fee," and Legal Fees, shall be assessed against the Defaulting Owner.

Any Remedial Maintenance Fee, including Interest thereon, and Legal Fees as herein provided, are hereby declared to be a charge on each Lot and shall be a continuing lien upon the Lot or House against which the Remedial Maintenance Fee is assessed. A Defaulting Owner shall also be personally liable to the Association or Developer, as the case may be, for the payment of the Remedial Maintenance Fee assessed such Owner plus Interest and Legal Fees. In the event the amounts assessed against a Defaulting Owner are not paid within twenty (20) days of the date of the assessment, the Association or Developer, as the case may be, may proceed to enforce and collect said assessments against such Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure and sale of a Defaulting Owner's Lot and improvements thereon, if any, or House. The lien created hereby shall be effective only from and after the time of recordation amongst the Public Records, of a written, acknowledged statement signed by an authorized agent of the Association or Developer setting forth the amount due. All sums expended shall earn Interest. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

Notwithstanding the aforesaid, the provisions of this Section 12 may also be enforced in accordance with the provisions of Section 6 hereof.

#### 12.1.6. Liability for Actions

An Owner shall be liable for the expense incurred by the Association of any maintenance, repair or replacement of any real or personal property within Summer Wind and Recreation Area and rendered necessary by his act, neglect or carelessness, or by that of his lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

#### 12.2. By the Association

The responsibility of the Association is as follows:

##### 12.2.1. Maintenance and Repair

The Association shall repair, maintain and replace any and all improvements and facilities located upon the Association Property within Summer Wind and Recreational Area, as otherwise provided herein, including, but not limited to, maintaining, repairing and replacing utility services, but excluding therefrom appliances and plumbing fixtures within a House. Maintenance includes, but is not limited to, the following: cleanup, landscape care and replacement, lawn care, dredging, chemical treatment and

other services related to drainage areas, Association Property, swales, painting, structural upkeep, roadways and sidewalks. The Association may, to the extent permitted by the appropriate governmental authority, also provide maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity to the Subject Property to the extent that their deterioration or unkept appearance would adversely affect the appearance of the Subject Property.

#### 12.2.2. Failure of Owners to Perform Maintenance

In the event that an Owner fails to maintain such portions of Summer Wind as an Owner is required to maintain in accordance with this Declaration, the Association shall have the right, but not the obligation, upon thirty (30) days' written notice to an Owner, to enter upon the Subject Property for the purpose of performing the maintenance and/or repairs described in such notice to Owner. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, Legal Fees) shall be assessed by the Association against Owner as a Remedial Maintenance Fee.

#### 12.2.3. Maintenance of Landscaping

The Association shall maintain and care for any lawns and all landscaping which are encompassed within the Lot, including any hedge located in the rear patio area on the property line between two (2) Lots. "Maintenance and care" within the meaning of this subparagraph shall include fertilizing and spraying of lawns and landscaping, mowing, and edging of sod and landscaping so that at a minimum the initial landscaping for the Lot shall be maintained, all in accordance, however, with the HUD and other governmental requirements. NOTWITHSTANDING THE OBLIGATION OF THE ASSOCIATION TO MAINTAIN THE LAWNS, SHRUBBERY AND LANDSCAPING LOCATED UPON THE LOTS, REPLACEMENT OF SUCH LAWNS, SHRUBBERY AND LANDSCAPING, FOR ANY REASON WHATSOEVER, SHALL BE THE OBLIGATION OF THE OWNERS OF THE LOTS UPON WHICH SUCH REPLACEMENT IS REQUIRED. With respect to replacement of any hedge located in the rear patio area on the property line between two (2) Lots, the cost of replacing such hedge shall be borne by the Owners of the adjacent Lots and the replacement work shall be performed by the Association.

### 13. GENERAL PROVISIONS

#### 13.1. Conflict with Other Documents

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

#### 13.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the House owned by such Owner; and (ii) the Association, certified mail, return receipt requested, at 3300 University Drive, Suite 412, Coral Springs, Florida 33065, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 3300 University Drive, Suite 412, Coral Springs, Florida 33065, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

#### 13.3. Enforcement

The covenants and restrictions herein contained may be enforced by Developer (so long as Developer holds an equitable or legal interest in

any Lot and/or House), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees.

#### 13.4. Captions, Headings and Titles

Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

#### 13.5. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

#### 13.6. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of law because of the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

#### 13.7. Certain Rights of Developer

Notwithstanding anything to the contrary herein contained, no improvements constructed or installed by Developer shall be subject to the approval of the Association or the provisions and requirements of this Declaration, although it is the intent of Developer to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Subject Property any business necessary to consummate the sale, lease or encumbrance of Houses or real property in Summer Wind, including, but not limited to, the right to maintain models and a sales and/or leasing office, place signs, employ sales and leasing personnel, use the Association Property and show Houses, and Developer reserves and shall have the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Subject Property. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales or leasing efforts shall not be considered a part of the Association Property and shall remain the property of Developer. This Paragraph 13.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such Amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein, and the other rights reserved by Developer in the Documents, may be assigned in writing by Developer in whole or in part. for the purposes of this Paragraph 13.7, the



term "Developer" shall include any "Lender" which has loaned money to Developer to acquire or construct improvements upon the Subject Property or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Subject Property as a result of the foreclosure of any mortgage encumbering any portion of the Subject Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth in this Paragraph 13.7, which are in addition to, and are no way a limit on, any other rights or privileges of Developer under any of the Documents, shall terminate upon Developer no longer owning any portion of the Subject Property (and having any equitable or legal interest therein) or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary election to relinquish the aforesaid rights and privileges.

### 13.8. Disputes as to Use

In the event there is any dispute as to whether the use of the Subject Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Developer of the Subject Property or any parts thereof in accordance with this Paragraph 13.8 shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

### 13.9. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.9.1. Until the Turnover Date, all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not impair the common plan of development of Summer Wind; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

13.9.2. After the Turnover Date, this Declaration may be amended by: (i) the consent of two-thirds (2/3) of all Owners present at a meeting at which a quorum is attained, together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of two-thirds (2/3) of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.9.3. Notwithstanding anything to the contrary contained herein, Developer reserves the right to amend the Declaration and any exhibits thereto so as to correct any scrivener's or other errors or omissions not affecting the rights of Owners, lienors or mortgagees. Such amendment need be executed and acknowledged only by Developer and need not be approved by the Association, Owners, lienors or mortgagees, whether or not elsewhere required for amendment. Such right shall pass to the Board after the Turnover Date.

13.9.4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association or of any Institutional Mortgagee under the Documents without the specific written approval of such Developer, Association and/or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the then existing Association

Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Paragraph 13.14 and any such amendment shall be deemed to impair and prejudice the rights of Developer hereunder.

13.9.5. Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

13.9.6. Any amendment to this Declaration which would affect the surface water management as shown on the Plat must be joined in and consented to by the South Florida Water Management District and Coral Springs Improvement District or other necessary government agency (or its successor) in order to be effective.

13.9.7. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Developer and to all Institutional Mortgagees holding a mortgage on any portion of the Subject Property requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records.

13.9.8. Notwithstanding anything to the contrary in the Documents, all amendments, as set forth in this paragraph, shall be subject to the right of approval of the lender of the Developer for so long as the lender has a lien on any portion of the Subject Property. The Lender's right of approval shall not be unreasonably withheld.

#### 13.10. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Developer.

#### 13.11. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Subject Property and inure to the benefit of Developer, the Association, Owners, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording this Declaration amongst the Public Records, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99)-year term or any such ten (10)-year extension there is recorded amongst the Public Records an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99)-year term or the ten (10)-year extension during which such instrument was recorded.

#### 13.12. Rights of Mortgagees

##### 13.12.1. Right to Inspect Books, Records and Financial Statements

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subject Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a House upon written request to the Association.

#### 13.12.2. Rights of Listed Mortgagee

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and/or House and the legal description of such Lot and/or House, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot and/or House; and

(d) Any failure by an Owner owning a Lot and/or House encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

#### 13.12.3. Right of Listed Mortgagee to Receive Financial Statement

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

#### 13.13. Security

The Association may, but shall not be obligated to, maintain or support certain activities within Summer Wind designed to make Summer Wind safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER NOR THE ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY SECURITY CALLING SYSTEM OR MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN SUMMER WIND. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF ANY HOUSE, AND TENANTS, GUESTS AND INVITEES OF AN OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY HOUSE AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY HOUSE AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ASSUMES ALL RISKS FOR LOSS OR

DAMAGE TO PERSONS, TO HOUSES AND TO THE CONTENTS OF HOUSES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT OF ANY HOUSE, OR ANY TENANT, GUEST OR INVITEE OF AN OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EX-PRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN SUMMER WIND, IF ANY.

#### 13.14. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of the Owners of three-fourths (3/4) of all Lots (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments; or
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or
- (c) the enforcement of the use and occupancy restrictions contained in the Documents; or
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- (e) filing a compulsory counterclaim.

#### 13.15. Leases

Each lease entered into by an Owner shall provide, and if it does not provide it shall be deemed to provide, that: (i) the lessee thereunder shall be subject to all the Documents and shall abide by and be obligated to maintain the Lot and House to the same extent as the lessor and that failure to abide by the foregoing shall be deemed a material default under the terms of the lease; and (ii) the Association shall have the right to enforce the terms of the lease as the agent of lessor. Notwithstanding the foregoing, an Owner who leases his Lot and/or House shall remain liable for all the obligations set forth in the Documents. The provisions of this Paragraph 13.15 shall not be applicable to the lessees of Developer.

#### 13.16. Compliance with Provisions

Each Owner, by acceptance of a deed or other instrument of conveyance for any portion of the Subject Property, agrees to be bound by and to comply with the provisions of this Declaration and the Documents.

IN WITNESS WHEREOF, this Declaration has been signed by Developer and joined in by the Association on the respective dates set forth below.

WITNESSES:

Coral Lake IV, Inc.

Print name: Isaac Kodsi

By: [Signature]  
Print name: Joseph Kodsi

(SEAL)

Print name: Linda C. Hinzl

SUMMER WIND ASSOCIATION, INC.  
A Florida, Not For Profit  
Corporation

By: [Signature]  
Print name: Joseph Kodsi

(SEAL)

Print name: Isaac Kodsi

Print name: Linda C. Hinzl

STATE OF FLORIDA )  
COUNTY OF Broward )

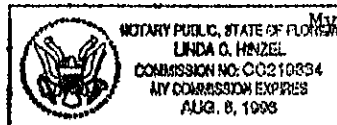
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Joseph Kodsi, the President of Coral Lake IV, Inc., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced as identification and who DID/DID NOT take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of February, 1995.

[Signature]  
Notary Public State of Florida at  
Large Linda Hinzl

Linda C. Hinzl  
Typed, printed or stamped name of  
Notary

STATE OF FLORIDA )  
COUNTY OF Broward )



My Commission Expires: 8-5-96

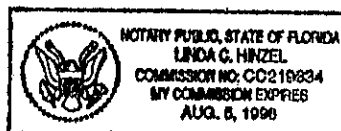
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Joseph Kodsi, the Director of SUMMER WIND ASSOCIATION, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced as identification and who DID/DID NOT take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of Feb., 1995.

[Signature]  
Notary Public State of Florida at  
Large Linda Hinzl

Linda C. Hinzl  
Typed, printed or stamped name of  
Notary

My Commission Expires: 8-5-96



SCHEDULE OF EXHIBITS

- EXHIBIT A     Legal Description of Subject Property
- EXHIBIT B     Articles of Incorporation of Summer Wind Association, Inc.
- EXHIBIT C     Bylaws of Summer Wind Association, Inc.

BK23533PG1031

# LAND DESCRIPTION

## RECREATION AREA

### SUMMER WIND

A portion of Parcel "A", CORAL RIDGE DRIVE COMMERCIAL, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

**COMMENCING** at the most Northerly Northeast corner of said Parcel "A";

THENCE South  $66^{\circ}38'50''$  East along the North line of said Parcel "A", 52.28 feet to the Westerly right-of-way line of Coral Ridge Drive, as shown on said plat, and a point on the arc of a non-tangent curve concave to the Southwest (said point bears North  $71^{\circ}40'00''$  East from the radius point of the next described curve);

THENCE Southeasterly along said Westerly right-of-way line and along the arc of said curve, having a radius of 1,086.55 feet, a central angle of  $09^{\circ}04'50''$ , an arc distance of 172.70 feet to an intersection with the Westerly line of a 12.00 foot wide roadway easement as shown on said plat;

THENCE South  $00^{\circ}15'34''$  West along said Westerly easement line, 100.14 feet to a point on the arc of a non-curve concave to the Southwest (said point bears South  $86^{\circ}01'15''$  West from the radius point of the next described curve);

THENCE Southwesterly continuing along said Westerly easement line and along the arc of said curve, having a radius of 1,074.55 feet, a central angle of  $08^{\circ}40'33''$ , an arc distance of 162.71 feet;

THENCE North  $83^{\circ}10'12''$  West, 15.01 feet to the **POINT OF BEGINNING**;

THENCE continue North  $83^{\circ}10'12''$  West, 24.38 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 58.00 feet, a central angle of  $33^{\circ}56'04''$ , an arc distance of 34.35 feet to the Point of Tangency;

THENCE South  $62^{\circ}53'44''$  West, 35.77 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, having a radius of 42.00 feet, a central angle of  $33^{\circ}56'04''$ , an arc distance of 24.88 feet to the Point of Tangency;

THENCE North  $83^{\circ}10'12''$  West, 67.65 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 64.00 feet, a central angle of  $15^{\circ}18'48''$ , an arc distance of 17.11 feet;

THENCE North  $62^{\circ}53'44''$  East, 196.82 feet;

THENCE North  $27^{\circ}06'16''$  West, 90.00 feet;

THENCE North  $62^{\circ}53'44''$  East, 44.92 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of  $38^{\circ}28'12''$ , an arc distance of 35.59 feet;

THENCE South  $00^{\circ}15'04''$  West, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears North  $85^{\circ}59'27''$  East from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 1,059.55 feet, a central angle of  $08^{\circ}40'32''$ , an arc distance of 160.44 feet to the **POINT OF BEGINNING**.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 14,866 square feet, more or less.

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:008

BX23533PG1033



WEST ATLANTIC BOULEVARD

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. BEARINGS SHOWN HEREON ARE BASED ON THE PLAN OF "CORAL RIDGE DRIVE COMMERCIAL" AS RECORDED IN PLAT BOOK 140, PAGE 46, INDIANAPOLIS COUNTY RECORDS.
5. IMPROVEMENTS ON SUBJECT PROPERTY NOT LOCATED.
6. P.O.B. INDICATES POINT OF BEGINNING.
7. P.O.C. INDICATES POINT OF COMMENCEMENT.
8. D.R.B. INDICATES OFFICIAL RECORDS BOOK.
9. PG INDICATES PAGE.

WE HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF DESCRIPTION" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN NOVEMBER, 1993. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY: Michael D. Rose  
MICHAEL D. ROSE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3908

CORAL RIDGE DRIVE

SHEET 3 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	11/08/03		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

**SDA SHAH DROTOS**  
**& ASSOCIATES**

ENGINEERING  
SURVEYING  
PLANNING

4901 N.W. 17th Way • Suite 404 • Ft. Lauderdale, FL 33309  
PH: 305-776-7604 • FAX: 305-776-7608

EX2353PG1034

## SUMMER WIND

THENCE Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 38°28'12", an arc distance of 35.59 feet;

THENCE South  $00^{\circ}15'04''$  West, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears North  $85^{\circ}59'27''$  East from the radius point of the next described curve);

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Said lands lying in the City of Coral Springs, Broward County, Florida, containing 14,866 square feet, more or less.

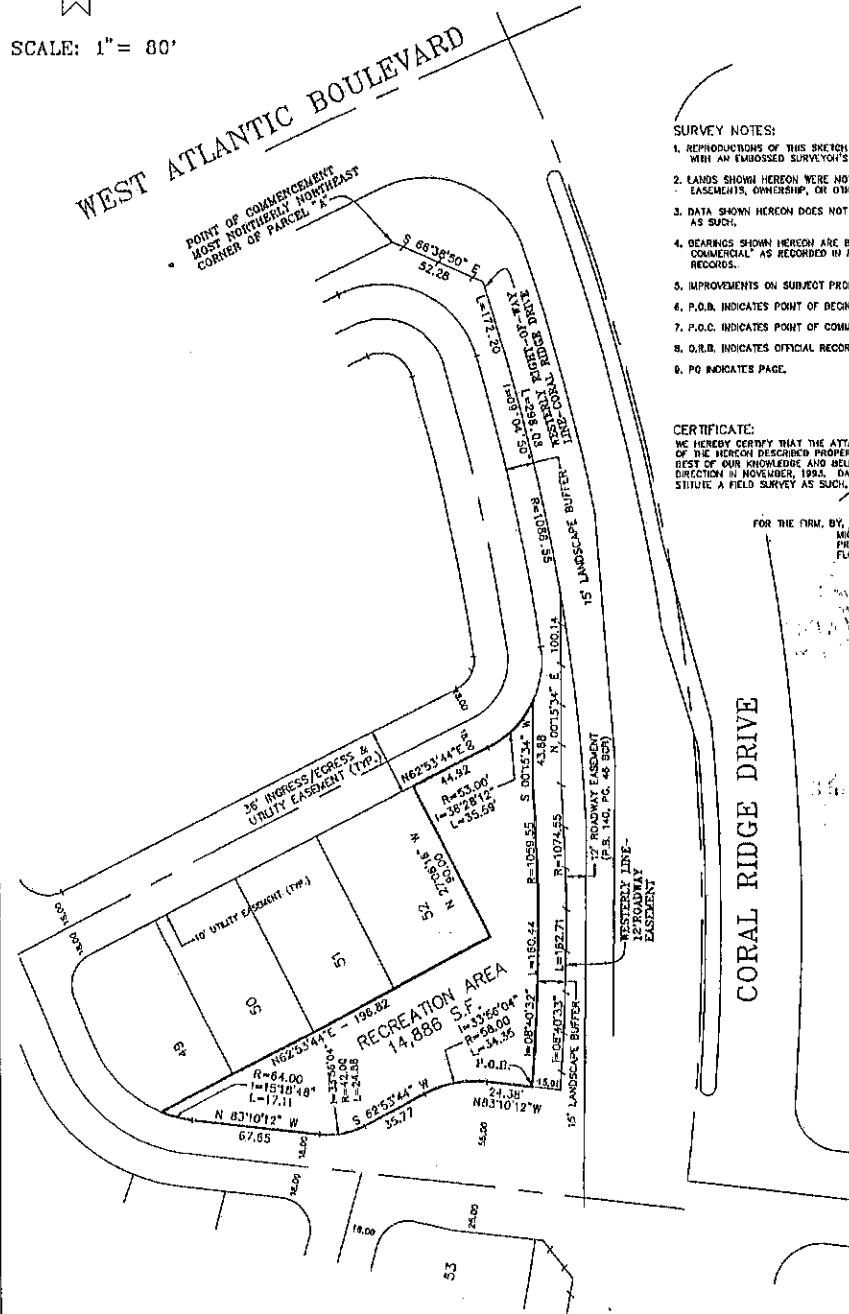
Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:008

BK23533Pg1036

# SKETCH OF DESCRIPTION A PORTION OF PARCEL "A" CORAL RIDGE DRIVE COMMERCIAL (PB 140, PG. 46, B.C.R.) RECREATION AREA



SCALE: 1" = 80'



## SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF "CORAL RIDGE DRIVE COMMERCIAL" AS RECORDED IN PLAT BOOK 140, PAGE 46, BROWARD COUNTY RECORDS.
5. IMPROVEMENTS ON SUBJECT PROPERTY NOT LOCATED.
6. P.O.B. INDICATES POINT OF BEGINNING.
7. P.O.C. INDICATES POINT OF COMMENCEMENT.
8. O.R.B. INDICATES OFFICIAL RECORDS BOOK.
9. PG INDICATES PAGE.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF DESCRIPTION" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS OBTAINED UNDER OUR DIRECTION IN NOVEMBER, 1992. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY: *Michael O. Rose*  
MICHAEL O. ROSE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3998

CORAL RIDGE DRIVE

PROJECT NO: 93-0150

SHEET 3 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	11/08/93		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

**SDA SHAH DROTOS**  
& ASSOCIATES

ENGINEERING  
SURVEYING  
PLANNING

4901 N.W. 17th Way • Suite 404 • Ft. Lauderdale, FL 33309  
PH: 305-778-7604 • FAX: 305-778-7608

BK23533FG1037

# LAND DESCRIPTION

## RECREATION AREA

### SUMMER WIND

A portion of Parcel "A", **CORAL RIDGE DRIVE COMMERCIAL**, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

**COMMENCING** at the most Northerly Northeast corner of said Parcel "A";

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THENCE South  $00^{\circ}15'34''$  West along said Westerly easement line, 100.14 feet to a point on the arc of a non-curve concave to the Southwest (said point bears South  $86^{\circ}01'15''$  West from the radius point of the next described curve);

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EX-2553361038

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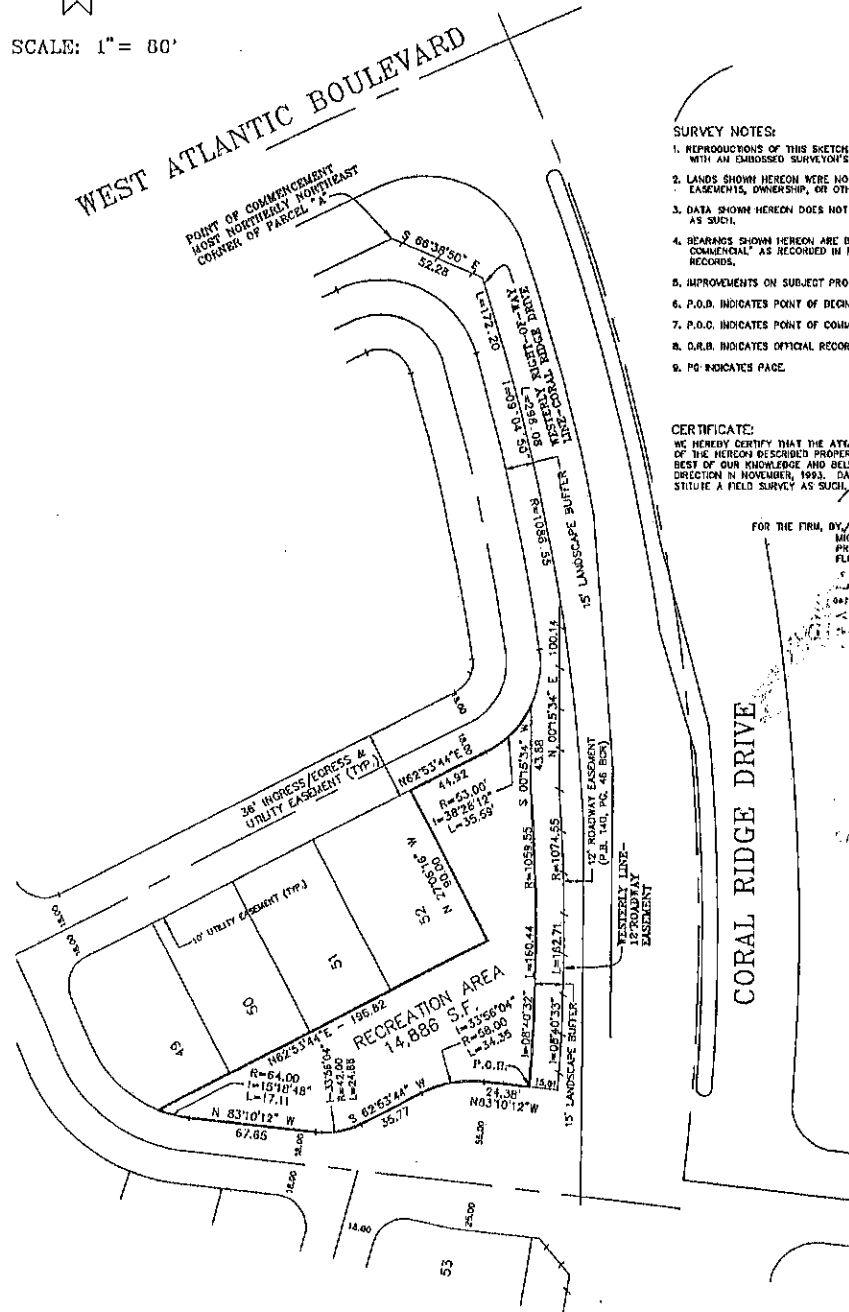
Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:008

BK23533F61039

# SKETCH OF DESCRIPTION A PORTION OF PARCEL "A" CORAL RIDGE DRIVE COMMERCIAL (PB 140, PG. 46, B.C.R.) RECREATION AREA



SCALE: 1" = 80'



## SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
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7. P.O.C. INDICATES POINT OF COMMENCEMENT.
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9. PG. INDICATES PAGE.

## CERTIFICATE:

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FOR THE FIRM, BY: *Michael D. Shah*  
MICHAEL D. SHAH  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3998

CORAL RIDGE DRIVE

PROJECT NO: 93-0150

SHEET 3 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	11/08/93	MDR
REVISIONS	DWN	DATE	FB/PG
			CHKD

**SDA SHAH**  
**DROTOS**  
& ASSOCIATES

ENGINEERING  
SURVEYING  
PLANNING

4901 N.W. 17th Way • Suite 404 • Ft. Lauderdale, FL 33309  
PH: 305-776-7804 • FAX: 305-776-7608

EX23533F61040

# LAND DESCRIPTION

## RECREATION AREA

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A portion of Parcel "A", **CORAL RIDGE DRIVE COMMERCIAL**, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

**COMMENCING** at the most Northerly Northeast corner of said Parcel "A";

THENCE South  $66^{\circ}38'50''$  East along the North line of said Parcel "A", 52.28 feet to the Westerly right-of-way line of Coral Ridge Drive, as shown on said plat, and a point on the arc of a non-tangent curve concave to the Southwest (said point bears North  $71^{\circ}40'00''$  East from the radius point of the next described curve);

THENCE Southeasterly along said Westerly right-of-way line and along the arc of said curve, having a radius of 1,086.55 feet, a central angle of  $09^{\circ}04'50''$ , an arc distance of 172.70 feet to an intersection with the Westerly line of a 12.00 foot wide roadway easement as shown on said plat;

THENCE South  $00^{\circ}15'34''$  West along said Westerly easement line, 100.14 feet to a point on the arc of a non-curve concave to the Southwest (said point bears South  $86^{\circ}01'15''$  West from the radius point of the next described curve);

THENCE Southwesterly continuing along said Westerly easement line and along the arc of said curve, having a radius of 1,074.55 feet, a central angle of  $08^{\circ}40'33''$ , an arc distance of 162.71 feet;

THENCE North  $83^{\circ}10'12''$  West, 15.01 feet to the **POINT OF BEGINNING**;

THENCE continue North  $83^{\circ}10'12''$  West, 24.38 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 58.00 feet, a central angle of  $33^{\circ}56'04''$ , an arc distance of 34.35 feet to the Point of Tangency;

THENCE South  $62^{\circ}53'44''$  West, 35.77 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, having a radius of 42.00 feet, a central angle of  $33^{\circ}56'04''$ , an arc distance of 24.88 feet to the Point of Tangency;

THENCE North  $83^{\circ}10'12''$  West, 67.65 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 64.00 feet, a central angle of  $15^{\circ}18'48''$ , an arc distance of 17.11 feet;

THENCE North  $62^{\circ}53'44''$  East, 196.82 feet;

THENCE North  $27^{\circ}06'16''$  West, 90.00 feet;

THENCE North  $62^{\circ}53'44''$  East, 44.92 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of  $38^{\circ}28'12''$ , an arc distance of 35.59 feet;



THENCE South 00°15'04" West, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears North 85°59'27" East from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 1,059.55 feet, a central angle of 08°40'32", an arc distance of 160.44 feet to the **POINT OF BEGINNING**.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 14,866 square feet, more or less.

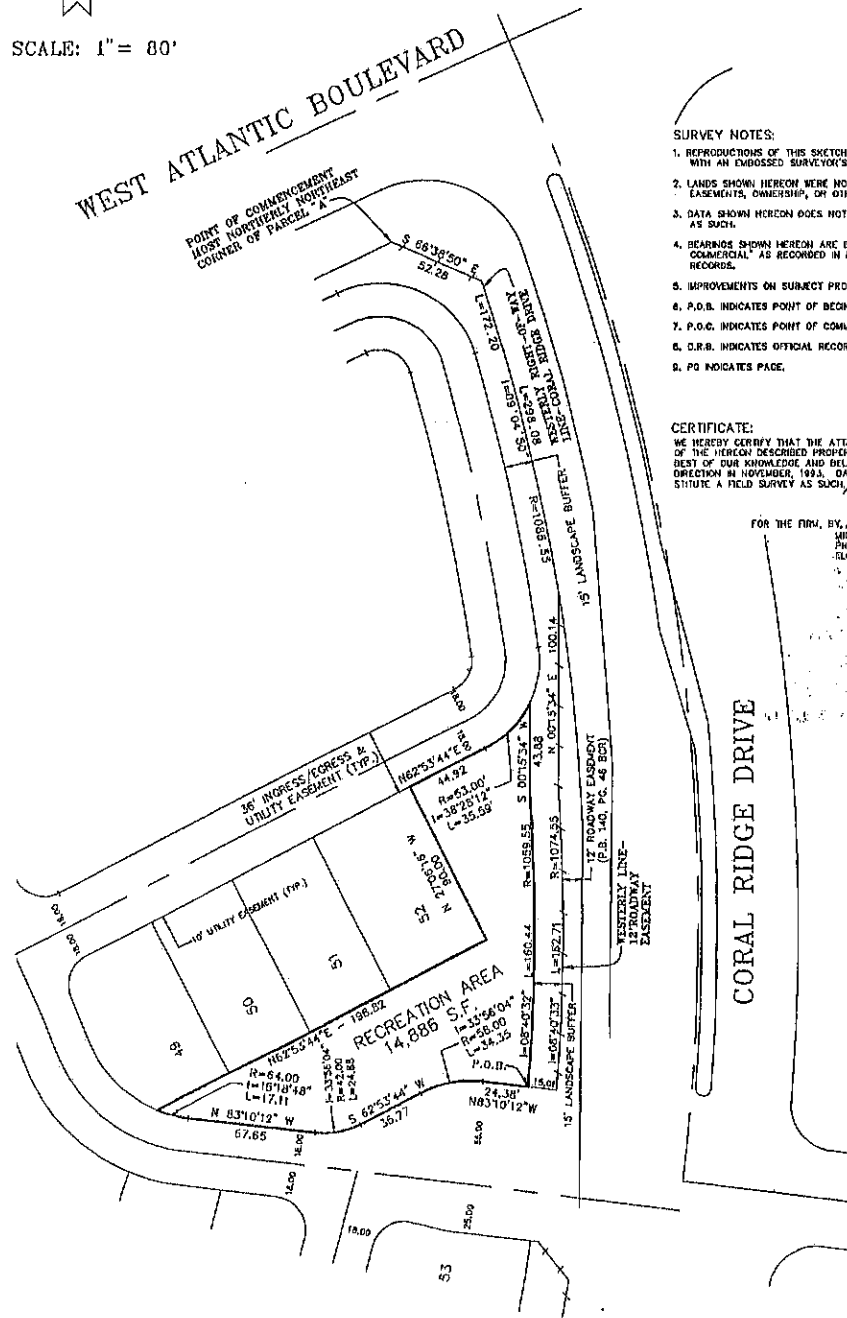
Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:008

BK23533FG1042

# SKETCH OF DESCRIPTION A PORTION OF PARCEL "A" CORAL RIDGE DRIVE COMMERCIAL (PB 140, PG. 46, B.C.R.) RECREATION AREA



SCALE: 1" = 80'



## SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF "CORAL RIDGE DRIVE COMMERCIAL" AS RECORDED IN PLAT BOOK 140, PAGE 46, BROWARD COUNTY RECORDS.
5. IMPROVEMENTS ON SUBJECT PROPERTY NOT LOCATED.
6. P.O.B. INDICATES POINT OF BEGINNING.
7. P.O.C. INDICATES POINT OF COMMENCEMENT.
8. D.R.B. INDICATES OFFICIAL RECORDS BOOK.
9. PG INDICATES PAGE.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF DESCRIPTION" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN NOVEMBER, 1993. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM, BY *Michael D. Rosi*  
MICHAEL D. ROSI  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 2798

CORAL RIDGE DRIVE

PROJECT NO: 93-0150

SHEET 3 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	11/08/93		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

**SDA SHAH DROTOS & ASSOCIATES**

ENGINEERING  
SURVEYING  
PLANNING

4901 N.W. 17th Way • Suite 404 • Ft. Lauderdale, FL 33309  
PH: 305-776-7604 • FAX: 305-776-7608

BK23533FG1043

# LAND DESCRIPTION

## LANDSCAPE BUFFERS

### SUMMER WIND

A portion of Parcel "A", **CORAL RIDGE DRIVE COMMERCIAL**, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

**BEGINNING** at the Northwest corner of said Parcel "A", said point lying in the South right-of-way line of West Atlantic Boulevard, same being the North line of said Parcel "A" and on the arc of a non-tangent curve concave to the Southeast (said point bears North 33°56'08" West from the radius point of the next described curve);

THENCE Northeasterly along said common line the following four (4) courses and distances:

1. Along the arc of said curve, having a radius of 4,523.66 feet, a central angle of 01°52'02", an arc distance of 147.42 feet;
2. North 65°24'59" East, 100.59 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 30°48'06" West from the radius point of the next described curve);
3. Northeasterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 05°50'26", an arc distance of 459.90 feet;
4. South 66°38'50" East, 52.28 feet to the East line of said Parcel "A", same being the West right-of-way line of Coral Ridge Drive, and a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 71°40'01" East from the radius point of the next described curve);

THENCE Southeasterly along said common line and along the arc of said curve, having a radius of 1,086.55 feet, a central angle of 09°04'50", an arc distance of 172.20 feet;

THENCE Southwesterly along the West line of a 12.00 foot wide roadway easement, as shown on said plat, the following two (2) courses and distances:

1. South 00°15'34" West, 100.14 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 86°01'15" East from the radius point of the next described curve);
2. Southwesterly along the arc of said curve, having a radius of 1,074.55 feet, a central angle of 08°40'33", an arc distance of 162.71 feet;

THENCE North 83°10'12" West, 15.01 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 85°20'01" East from the radius point of the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 1,059.55 feet, a central angle of 08°40'32", an arc distance of 160.44 feet;

THENCE North 00°15'34" East, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears South 65°34'28" East from the radius point of the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 32°19'09", an arc distance of 29.90 feet to a point of compound curvature with a curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 1,071.55 feet, a central angle of 08°30'44", an arc distance of 159.19 feet to a point of compound curvature with a curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 99°02'11", an arc distance of 91.61 feet to a point of compound curvature with a curve concave to the Southeast;

THENCE Northwesterly along the arc of said curve, having a radius of 4,499.66 feet, a central angle of 05°22'05", an arc distance of 421.58 feet;

THENCE South 65°24'59" West, 100.45 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 32°04'42" West from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 01°51'19", an arc distance of 146.09 feet to the West line of said Parcel "A";

THENCE North 34°41'43" West along said West line, 12.00 feet to the **POINT OF BEGINNING**.

Containing 15,715 square feet, more or less.

#### TOGETHER WITH

A portion of Parcels "A" and "B" of said **CORAL RIDGE DRIVE COMMERCIAL**, more particularly described as follows:

**BEGINNING** at the Southeast corner of said Parcel "B";

THENCE North 61°52'00" West along the South line of said Parcel "B", 171.22 feet to a point on the arc of a non-tangent curve concave to the Northwest (said last course being radial to the next described curve);

THENCE Northwesterly along the arc of said curve, having a radius of 840.92 feet, a central angle of 00°20'26", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 156.23 feet;

THENCE North 26°06'00" East, 97.50 feet;

THENCE North 23°12'08" West, 10.53 feet to a point on the arc of a non-tangent curve concave to the West (said last course being radial to the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 37.50 feet, a central angle of 77°19'11", an arc distance of 50.61 feet;

THENCE North 79°28'41" East, 10.52 feet;

THENCE North 28°08'00" East, 332.16 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Westerly along the arc of said curve, having a radius of 1,078.55 feet, a central angle of 18°58'23", an arc distance of 357.15 feet;

THENCE South 36°10'12" East, 20.28 feet to the West right-of-way line of said Coral Ridge Drive and a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 80°07'09" East from the radius point of the next described curve);

THENCE Southwesterly along said West right-of-way line the following two (2) courses and distances:

1. Along the arc of said curve, having a radius of 1,093.55 feet, a central angle of 18°15'09", an arc distance of 348.37 feet to the Point of Tangency;

2. South 28°08'00" West, 494.55 feet to the **POINT OF BEGINNING**.

Containing 13,668 square feet, more or less.

**TOGETHER WITH**

A portion of said Parcel "B", more particularly described as follows:

**BEGINNING** at the Southwest corner of said Parcel "B", said point lying on the arc of a non-tangent curve concave to the Southwest (said point bears South 61°52'00" East from the radius point of the next described curve);

THENCE Northwesterly along the West line of said Parcel "B" and along the arc of said curve, having a radius of 714.94 feet, a central angle of 00°24'03", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 90.00 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 62°13'21" East from the radius point of the next described curve);

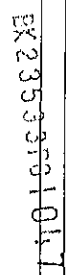
THENCE Southwesterly along the arc of said curve, having a radius of 804.94 feet, a central angle of 00°21'21", an arc distance of 5.00 feet to the South line of said Parcel "B";

THENCE North 61°52'00" West along said South line, 90.00 feet to the **POINT OF BEGINNING**.

Containing 450.00 square feet, more or less.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing a computed net area of 29,833 square feet, more or less.

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:009



# LAND DESCRIPTION

## LANDSCAPE BUFFERS

### SUMMER WIND

A portion of Parcel "A", CORAL RIDGE DRIVE COMMERCIAL, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

**BEGINNING** at the Northwest corner of said Parcel "A", said point lying in the South right-of-way line of West Atlantic Boulevard, same being the North line of said Parcel "A" and on the arc of a non-tangent curve concave to the Southeast (said point bears North 33°56'08" West from the radius point of the next described curve);

THENCE Northeasterly along said common line the following four (4) courses and distances:

1. Along the arc of said curve, having a radius of 4,523.66 feet, a central angle of 01°52'02", an arc distance of 147.42 feet;
2. North 65°24'59" East, 100.69 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 30°48'06" West from the radius point of the next described curve);
3. Northeasterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 05°50'26", an arc distance of 459.90 feet;
4. South 66°38'50" East, 52.28 feet to the East line of said Parcel "A", same being the West right-of-way line of Coral Ridge Drive, and a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 71°40'01" East from the radius point of the next described curve);

THENCE Southeasterly along said common line and along the arc of said curve, having a radius of 1,086.55 feet, a central angle of 09°04'50", an arc distance of 172.20 feet;

THENCE Southwesterly along the West line of a 12.00 foot wide roadway easement, as shown on said plat, the following two (2) courses and distances:

1. South 00°15'34" West, 100.14 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 86°01'15" East from the radius point of the next described curve);
2. Southwesterly along the arc of said curve, having a radius of 1,074.55 feet, a central angle of 08°40'33", an arc distance of 162.71 feet;

THENCE North 83°10'12" West, 15.01 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 85°20'01" East from the radius point of the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 1,059.55 feet, a central angle of 08°40'32", an arc distance of 160.44 feet;

THENCE North 00°15'34" East, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears South 65°34'28" East from the radius point of the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 32°19'09", an arc distance of 29.90 feet to a point of compound curvature with a curve concave to the Southwest;

EX-2533601010

THENCE Northwesterly along the arc of said curve, having a radius of 1,071.55 feet, a central angle of 08°30'44", an arc distance of 159.19 feet to a point of compound curvature with a curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 99°02'11", an arc distance of 91.61 feet to a point of compound curvature with a curve concave to the Southeast;

THENCE Northwesterly along the arc of said curve, having a radius of 4,499.66 feet, a central angle of 05°22'05", an arc distance of 421.58 feet;

THENCE South 65°24'59" West, 100.45 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 32°04'42" West from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 01°51'19", an arc distance of 146.09 feet to the West line of said Parcel "A";

THENCE North 34°41'43" West along said West line, 12.00 feet to the **POINT OF BEGINNING**.

Containing 15,715 square feet, more or less.

#### TOGETHER WITH

A portion of Parcels "A" and "B" of said **CORAL RIDGE DRIVE COMMERCIAL**, more particularly described as follows:

**BEGINNING** at the Southeast corner of said Parcel "B";

THENCE North 61°52'00" West along the South line of said Parcel "B", 171.22 feet to a point on the arc of a non-tangent curve concave to the Northwest (said last course being radial to the next described curve);

THENCE Northwesterly along the arc of said curve, having a radius of 840.92 feet, a central angle of 00°20'26", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 156.23 feet;

THENCE North 26°06'00" East, 97.50 feet;

THENCE North 23°12'08" West, 10.53 feet to a point on the arc of a non-tangent curve concave to the West (said last course being radial to the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 37.50 feet, a central angle of 77°19'11", an arc distance of 50.61 feet;

THENCE North 79°28'41" East, 10.52 feet;

THENCE North 28°08'00" East, 332.16 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Westerly along the arc of said curve, having a radius of 1,078.55 feet, a central angle of 18°58'23", an arc distance of 357.15 feet;

THENCE South 38°10'12" East, 20.28 feet to the West right-of-way line of said Coral Ridge Drive and a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 80°07'09" East from the radius point of the next described curve);

THENCE Southwesterly along said West right-of-way line the following two (2) courses and distances:

1. Along the arc of said curve, having a radius of 1,093.55 feet, a central angle of 18°15'09", an arc distance of 348.37 feet to the Point of Tangency;



2. South 28°08'00" West, 494.55 feet to the **POINT OF BEGINNING**.

Containing 13,668 square feet, more or less.

**TOGETHER WITH**

A portion of said Parcel "B", more particularly described as follows:

**BEGINNING** at the Southwest corner of said Parcel "B", said point lying on the arc of a non-tangent curve concave to the Southwest (said point bears South 61°52'00" East from the radius point of the next described curve);

THENCE Northwesterly along the West line of said Parcel "B" and along the arc of said curve, having a radius of 714.94 feet, a central angle of 00°24'03", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 90.00 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 62°13'21" East from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 804.94 feet, a central angle of 00°21'21", an arc distance of 5.00 feet to the South line of said Parcel "B";

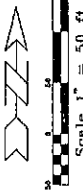
THENCE North 61°52'00" West along said South line, 90.00 feet to the **POINT OF BEGINNING**.

Containing 450.00 square feet, more or less.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing a computed net area of 29,833 square feet, more or less.

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
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BK23533PG1050



# LAND DESCRIPTION

## LANDSCAPE BUFFERS

### SUMMER WIND

A portion of Parcel "A", **CORAL RIDGE DRIVE COMMERCIAL**, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

**BEGINNING** at the Northwest corner of said Parcel "A", said point lying in the South right-of-way line of West Atlantic Boulevard, same being the North line of said Parcel "A" and on the arc of a non-tangent curve concave to the Southeast (said point bears North 33°56'08" West from the radius point of the next described curve);

**THENCE** Northeasterly along said common line the following four (4) courses and distances:

1. Along the arc of said curve, having a radius of 4,523.66 feet, a central angle of 01°52'02", an arc distance of 147.42 feet;
2. North 65°24'59" East, 100.59 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 30°48'06" West from the radius point of the next described curve);
3. Northeasterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 05°50'26", an arc distance of 459.90 feet;
4. South 66°38'50" East, 52.28 feet to the East line of said Parcel "A", same being the West right-of-way line of Coral Ridge Drive, and a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 71°40'01" East from the radius point of the next described curve);

**THENCE** Southeasterly along said common line and along the arc of said curve, having a radius of 1,086.55 feet, a central angle of 09°04'50", an arc distance of 172.20 feet;

**THENCE** Southwesterly along the West line of a 12.00 foot wide roadway easement, as shown on said plat, the following two (2) courses and distances:

1. South 00°15'34" West, 100.14 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 86°01'15" East from the radius point of the next described curve);
2. Southwesterly along the arc of said curve, having a radius of 1,074.55 feet, a central angle of 08°40'33", an arc distance of 162.71 feet;

**THENCE** North 83°10'12" West, 15.01 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 85°20'01" East from the radius point of the next described curve);

**THENCE** Northeasterly along the arc of said curve, having a radius of 1,059.55 feet, a central angle of 08°40'32", an arc distance of 160.44 feet;

**THENCE** North 00°15'34" East, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears South 65°34'28" East from the radius point of the next described curve);

**THENCE** Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 32°19'09", an arc distance of 29.90 feet to a point of compound curvature with a curve concave to the Southwest;

EX-255361052

THENCE Northwesterly along the arc of said curve, having a radius of 1,071.55 feet, a central angle of 08°30'44", an arc distance of 159.19 feet to a point of compound curvature with a curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 99°02'11", an arc distance of 91.61 feet to a point of compound curvature with a curve concave to the Southeast;

THENCE Northwesterly along the arc of said curve, having a radius of 4,499.66 feet, a central angle of 05°22'05", an arc distance of 421.58 feet;

THENCE South 65°24'59" West, 100.45 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 32°04'42" West from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 01°51'19", an arc distance of 146.09 feet to the West line of said Parcel "A";

THENCE North 34°41'43" West along said West line, 12.00 feet to the **POINT OF BEGINNING**.

Containing 15,715 square feet, more or less.

#### TOGETHER WITH

A portion of Parcels "A" and "B" of said **CORAL RIDGE DRIVE COMMERCIAL**, more particularly described as follows:

**BEGINNING** at the Southeast corner of said Parcel "B";

THENCE North 61°52'00" West along the South line of said Parcel "B", 171.22 feet to a point on the arc of a non-tangent curve concave to the Northwest (said last course being radial to the next described curve);

THENCE Northwesterly along the arc of said curve, having a radius of 840.92 feet, a central angle of 00°20'26", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 156.23 feet;

THENCE North 26°06'00" East, 97.50 feet;

THENCE North 23°12'08" West, 10.53 feet to a point on the arc of a non-tangent curve concave to the West (said last course being radial to the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 37.50 feet, a central angle of 77°19'11", an arc distance of 50.61 feet;

THENCE North 79°28'41" East, 10.52 feet;

THENCE North 28°08'00" East, 332.16 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Westerly along the arc of said curve, having a radius of 1,078.55 feet, a central angle of 18°58'23", an arc distance of 357.15 feet;

THENCE South 38°10'12" East, 20.28 feet to the West right-of-way line of said Coral Ridge Drive and a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 80°07'09" East from the radius point of the next described curve);

THENCE Southwesterly along said West right-of-way line the following two (2) courses and distances:

1. Along the arc of said curve, having a radius of 1,093.55 feet, a central angle of 18°15'09", an arc distance of 348.37 feet to the Point of Tangency;

2. South 28°08'00" West, 494.55 feet to the **POINT OF BEGINNING**.

Containing 13,668 square feet, more or less.

**TOGETHER WITH**

A portion of said Parcel "B", more particularly described as follows:

**BEGINNING** at the Southwest corner of said Parcel "B", said point lying on the arc of a non-tangent curve concave to the Southwest (said point bears South 61°52'00" East from the radius point of the next described curve);

THENCE Northwesterly along the West line of said Parcel "B" and along the arc of said curve, having a radius of 714.94 feet, a central angle of 00°24'03", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 90.00 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 62°13'21" East from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 804.94 feet, a central angle of 00°21'21", an arc distance of 5.00 feet to the South line of said Parcel "B";

THENCE North 61°52'00" West along said South line, 90.00 feet to the **POINT OF BEGINNING**.

Containing 450.00 square feet, more or less.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing a computed net area of 29,833 square feet, more or less.

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:009

BK23533F61054

SEAL

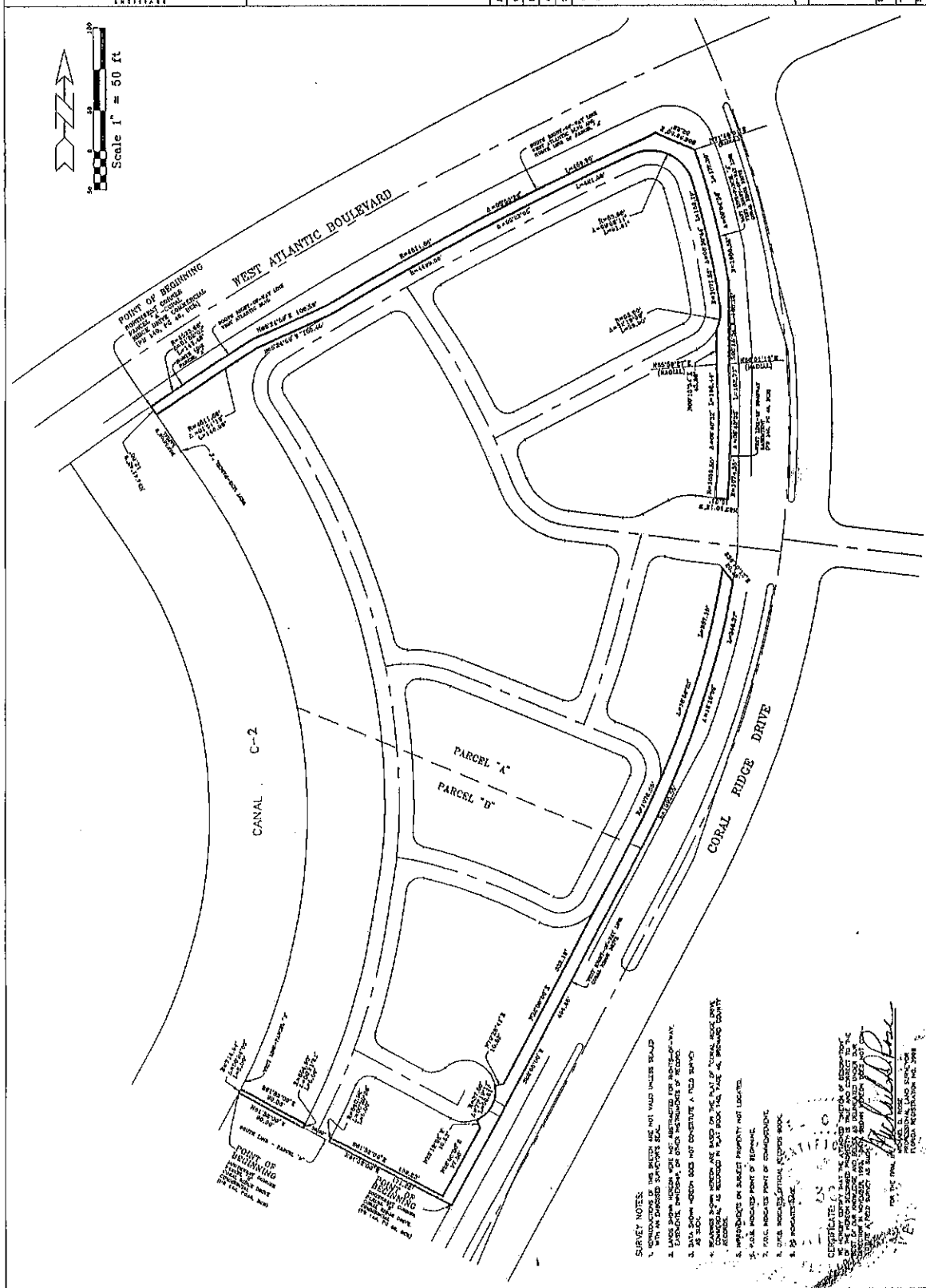
PARCEL "A" AND PARCEL "B"  
OF "CORAL RIDGE DRIVE COMMERCIAL"  
CORAL SPRINGS, BROWARD COUNTY, FLORIDA

SKETCH OF DESCRIPTION

LANDSCAPE BUFFERS

**SDS**  
SILVER  
DROPS  
ASSOCIATES

CHAMBERLAIN  
SUNSHINE  
DINING



# LAND DESCRIPTION

## LANDSCAPE BUFFERS

### SUMMER WIND

A portion of Parcel "A", **CORAL RIDGE DRIVE COMMERCIAL**, according to the Plat thereof, as recorded in Plat Book 140, Page 46, of the Public Records of Broward County, Florida, more particularly described as follows:

**BEGINNING** at the Northwest corner of said Parcel "A", said point lying in the South right-of-way line of West Atlantic Boulevard, same being the North line of said Parcel "A" and on the arc of a non-tangent curve concave to the Southeast (said point bears North 33°56'08" West from the radius point of the next described curve);

**THENCE** Northeasterly along said common line the following four (4) courses and distances:

1. Along the arc of said curve, having a radius of 4,523.66 feet, a central angle of 01°52'02", an arc distance of 147.42 feet;
2. North 65°24'59" East, 100.59 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 30°48'06" West from the radius point of the next described curve);
3. Northeasterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 05°50'26", an arc distance of 459.90 feet;
4. South 66°38'50" East, 52.28 feet to the East line of said Parcel "A", same being the West right-of-way line of Coral Ridge Drive, and a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 71°40'01" East from the radius point of the next described curve);

**THENCE** Southeasterly along said common line and along the arc of said curve, having a radius of 1,086.55 feet, a central angle of 09°04'50", an arc distance of 172.20 feet;

**THENCE** Southwesterly along the West line of a 12.00 foot wide roadway easement, as shown on said plat, the following two (2) courses and distances:

1. South 00°15'34" West, 100.14 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 86°01'15" East from the radius point of the next described curve);
2. Southwesterly along the arc of said curve, having a radius of 1,074.55 feet, a central angle of 08°40'33", an arc distance of 162.71 feet;

**THENCE** North 83°10'12" West, 15.01 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 85°20'01" East from the radius point of the next described curve);

**THENCE** Northeasterly along the arc of said curve, having a radius of 1,059.55 feet, a central angle of 08°40'32", an arc distance of 160.44 feet;

**THENCE** North 00°15'34" East, 43.88 feet to a point on the arc of a non-tangent curve concave to the Northwest (said point bears South 65°34'28" East from the radius point of the next described curve);

**THENCE** Northeasterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 32°19'09", an arc distance of 29.90 feet to a point of compound curvature with a curve concave to the Southwest;

EX-2353961056

THENCE Northwesterly along the arc of said curve, having a radius of 1,071.55 feet, a central angle of 08°30'44", an arc distance of 159.19 feet to a point of compound curvature with a curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 53.00 feet, a central angle of 99°02'11", an arc distance of 91.61 feet to a point of compound curvature with a curve concave to the Southeast;

THENCE Northwesterly along the arc of said curve, having a radius of 4,499.66 feet, a central angle of 05°22'05", an arc distance of 421.58 feet;

THENCE South 65°24'59" West, 100.45 feet to a point on the arc of a non-tangent curve concave to the Southeast (said point bears North 32°04'42" West from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 4,511.66 feet, a central angle of 01°51'19", an arc distance of 146.09 feet to the West line of said Parcel "A";

THENCE North 34°41'43" West along said West line, 12.00 feet to the **POINT OF BEGINNING**.

Containing 15,715 square feet, more or less.

#### TOGETHER WITH

A portion of Parcels "A" and "B" of said **CORAL RIDGE DRIVE COMMERCIAL**, more particularly described as follows:

**BEGINNING** at the Southeast corner of said Parcel "B";

THENCE North 61°52'00" West along the South line of said Parcel "B", 171.22 feet to a point on the arc of a non-tangent curve concave to the Northwest (said last course being radial to the next described curve);

THENCE Northwesterly along the arc of said curve, having a radius of 840.92 feet, a central angle of 00°20'26", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 156.23 feet;

THENCE North 26°06'00" East, 97.50 feet;

THENCE North 23°12'08" West, 10.53 feet to a point on the arc of a non-tangent curve concave to the West (said last course being radial to the next described curve);

THENCE Northeasterly along the arc of said curve, having a radius of 37.50 feet, a central angle of 77°19'11", an arc distance of 50.61 feet;

THENCE North 79°28'41" East, 10.52 feet;

THENCE North 28°08'00" East, 332.16 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Westerly along the arc of said curve, having a radius of 1,078.55 feet, a central angle of 18°58'23", an arc distance of 357.15 feet;

THENCE South 38°10'12" East, 20.28 feet to the West right-of-way line of said Coral Ridge Drive and a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 80°07'09" East from the radius point of the next described curve);

THENCE Southwesterly along said West right-of-way line the following two (2) courses and distances:

1. Along the arc of said curve, having a radius of 1,093.55 feet, a central angle of 18°15'09", an arc distance of 348.37 feet to the Point of Tangency;



2. South 28°08'00" West, 494.55 feet to the **POINT OF BEGINNING**.

Containing 13,668 square feet, more or less.

**TOGETHER WITH**

A portion of said Parcel "B", more particularly described as follows:

**BEGINNING** at the Southwest corner of said Parcel "B", said point lying on the arc of a non-tangent curve concave to the Southwest (said point bears South 61°52'00" East from the radius point of the next described curve);

THENCE Northwesterly along the West line of said Parcel "B" and along the arc of said curve, having a radius of 714.94 feet, a central angle of 00°24'03", an arc distance of 5.00 feet;

THENCE South 61°52'00" East, 90.00 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears South 62°13'21" East from the radius point of the next described curve);

THENCE Southwesterly along the arc of said curve, having a radius of 804.94 feet, a central angle of 00°21'21", an arc distance of 5.00 feet to the South line of said Parcel "B";

THENCE North 61°52'00" West along said South line, 90.00 feet to the **POINT OF BEGINNING**.

Containing 450.00 square feet, more or less.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing a computed net area of 29,833 square feet, more or less.

Land Description Prepared by:  
SHAH, DROTOS & ASSOCIATES, P.A.  
4901 N.W. 17th Way, Suite 404  
Fort Lauderdale, Florida 33309  
Project No. 93-0150  
Prepared By: MDR  
Checked By: MDR  
November 10, 1993  
LD001:009





FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

February 8, 1994

CORPORATION INFORMATION SERVICES INC.  
1201 HAYS ST.  
TALLAHASSEE, FL 32301

The Articles of Incorporation for SUMMER WIND ASSOCIATION, INC. were filed on February 8, 1994, and assigned document number N94000000619. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Tim Murphy  
Corporate Specialist  
New Filings Section  
Division of Corporations

Letter Number: 394A00005724

W/C TRI-COUNTY for: --

**ISAAC KODSI, P.A.**

2875 S. University Dr  
Davie, FL 33328

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUMMER WIND ASSOCIATION, INC., a Florida corporation, filed on February 8, 1994, as shown by the records of this office.

The document number of this corporation is N94000000619.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighth day of February, 1994



CR2EO22 (2-91)

Jim Smith  
Secretary of State

BR23533F61061

ARTICLES OF INCORPORATION  
OF  
Summer Wind Association, Inc.  
(A Florida Corporation Not For Profit)

FILED  
1994 FEB -8 AM 9:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I  
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" mean these Articles of Incorporation and any amendments thereto of the Association.
2. "Association" means Summer Wind Association, Inc., a Florida corporation not for profit.
3. "Association Expenses" mean the expenses for which Owners are liable to the Association as described in the Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property, or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties under the Documents.
4. "Association Property" means the property more particularly described in Paragraph 4.2 of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" mean the Bylaws of the Association.
7. "County" means Broward County, Florida.
8. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Summer Wind which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
9. "Developer" means Coral Lake IV, Inc., a Florida corporation, its successors and assigns; provided, however, that a purchaser of a Lot shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such by Developer.
10. "Director" means a member of the Board.
11. "Documents" mean in the aggregate the Declaration, these Articles, the Bylaws, and all of the instruments and documents referred to therein or referred to herein, including, but not limited to, amendments to any of the foregoing, as applicable.
12. "House" means a residential house intended as an abode for one family constructed on the Subject Property.
13. "Summer Wind" means the residential community planned for development upon the Subject Property committed to land use under the Declaration which is intended to be comprised of Seventy Five (75) single family units and the Association Property.
14. "Lot" means any Lot as shown on a sketch of the Plat Exemption for all of Parcels A and B, CORAL RIDGE DRIVE COMMERCIAL per city of Coral Springs Resolution # \_\_\_\_\_ and as recorded in, or to be recorded in, the Public Records of Broward County, Florida.

15. "Member" means a member of the Association.

16. "Owner" means the owner(s) of the fee simple title to a Lot and includes Developer for so long as it is the owner of the fee simple title to a Lot.

17. "Plat" means the sketch of the Plat Exemption for all of Parcels A and B, CORAL RIDGE DRIVE COMMERCIAL per city of Coral Springs Resolution # \_\_\_\_\_ and as recorded in, or to be recorded in, the Public Records of Broward County, Florida.

18. "Subject Property" means the real property designated as "Summer Wind" and more particularly described on Exhibit A to the Declaration.

19. "Summer Wind" means the name given to the planned residential development being developed by Developer in the County in accordance with the Declaration.

## ARTICLE II

### NAME

The name of this corporation shall be Summer Wind Association, Inc., a Florida corporation not for profit, whose present address is 3300 University Drive, Suite 412, Coral Springs, Florida 33065.

## ARTICLE III

### PURPOSES

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in the Documents, to maintain the Association Property and the Recreational Facilities, and to carry out the covenants and enforce the provisions of the Documents.

## ARTICLE IV

### POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Documents.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the Subject Property and the use of the Association Property.

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Association Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate the Subject Property and to maintain, repair, replace and operate the Association Property and the Recreational Facilities in accordance with the Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Documents.

6. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and Recreational Facilities and to enter into any other agreements consistent with the

purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Subject Property in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Summer Wind.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of assessments; or
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Documents; or
- (d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owner); or
- (e) filing a compulsory counterclaim.

#### ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Developer. Developer shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to Lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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

1. "Class A Members" shall be all Members, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Developer who shall be entitled to three (3) votes for each Lot owned by Developer. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) Four (4) months after the conveyance of seventy-five percent (75%) of the "Total Developed Lots" (as defined in paragraph X.C hereof) by Developer as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) Five (5) years following the conveyance of the first Lot to an Owner other than Developer; or

(iii) At such time as Developer shall designate in writing to the Association.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot except for Developer-owned Lots as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a limited proxy signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different limited proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different limited proxy by the other spouse, the vote of said Lot shall not be considered. Notwithstanding the foregoing, proxies may not be used for voting in elections.



I. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Members.

#### ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is:

GARY POSNER  
3300 University Drive, Suite 412  
Coral Springs, Florida 33065

#### ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant-Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold more than one office, the duties of which are not incompatible; provided, however, the office of President shall not be held simultaneously by the Vice President, Secretary or Assistant Secretary.

#### ARTICLE IX FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Joseph Kodsi
Vice President	-	Albert Kodsi -
Secretary/Treasurer	-	Daniel Kodsi -

#### ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") who are to serve until the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be determined by the board prior to each meeting at which Directors are to be elected. Except for Developer-appointed Directors, Directors must be Members or spouses of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

#### NAMES

Joseph Kodsi

#### ADDRESSES

3300 University Drive, Ste. 412

Coral Springs, Florida 33065

Albert Kodsi

3300 University Drive, Ste. 412  
Coral Springs, Florida 33065

Daniel Kodsi

3300 University Drive, Ste. 412  
Coral Springs, Florida 33065

Developer reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Developer intends that Summer Wind, when ultimately developed, shall contain an aggregate of 75 Lots.

D. Upon the Turnover Date, the Members other than Developer ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Developer, until Developer's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following Developer's Resignation Event or until he is removed in the manner hereinafter provided.

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Owners.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws' provided, however, that the Members shall be given at least fourteen (14) days notice of such meeting. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors to be designated by Developer.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer holds any Lot for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees, at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

#### ARTICLE XII BYLAWS AND DECLARATION

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control. In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall control.

#### ARTICLE XIII AMENDMENTS

A. Prior to the conveyance by Developer of a Lot to an Owner, these Articles may be amended only by an instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Lot to an Owner, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the annual members' meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of the Members.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

E. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Developer hereunder including, but not limited to, Developer's right to designate and select members of the First Board or otherwise designate and select directors as provided in Article X hereof, nor shall any amendment to these Articles be adopted or become effective without the prior written consent of Developer.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

#### ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 3300 University Drive, Suite 412, Coral Springs, Florida 33065, and the initial registered agent of the Association at that address shall be Gary Posner.

#### ARTICLE XV DISSOLUTION OF ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Developer (or its successor in interest) shall be returned to the Developer (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of the Association be appropriate for dedication and which the authority is willing

to accept; and

3. The remaining assets shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined in accordance with his voting rights.

B. The Association may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board; three-fourths (3/4) of the Members; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403 (1991), Florida Statutes, as amended.

ARTICLE XVI  
TRANSACTION IN WHICH OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Officers, or between the Association and any other corporation, partnership association, or other organization in which one or more of its Officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his/her signature, this 25 day of January, 19974

Gary D. Posner

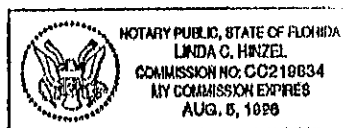
The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act.

Gary D. Posner  
Dated: 1/25/94

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared GARY POSNER, to me known to be the person described as Incorporator and Registered Agent of Summer Wind Association, Inc., and he acknowledged before me that he executed the same for purposes therein expressed. He is personally known to me ~~or who has produced~~ as identification and who DID/DID NOT take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of January, 19974



Linda C. Hinzl  
Notary Public  
State of Florida at Large

Linda C. Hinzl  
Typed, printed or stamped name of Notary  
My Commission Expires: 8-5-96

BYLAWS OF SUMMER WIND ASSOCIATION, INC.

BK23533F61071

BYLAWS OF  
SUMMER WIND ASSOCIATION INC.

Section 1. Identification of Association

These are the Bylaws of SUMMER WIND Association, Inc., ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 3300 University Drive, Suite 412, Coral Springs, Florida 33065, and thereafter may be located at any place designated by the Board.

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

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Protective Covenants, Restrictions and Easements for SUMMER WIND ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"); however, so long as Developer is entitled to appoint a majority of the Directors, no annual meetings will be required. The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Member's Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles), elect two (2) persons to represent the Association ("Representatives") at meetings of the Association Members and the Board of Directors of the Corporation and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members or any Class Members, as the case may be, shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting. Unless specifically stated otherwise herein, the provisions to these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Developer and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members or any Class Members, as the case may be, may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or any Class Members, as the case may be, or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members or any Class Members, as the case may be, as to the matter or matters to be agreed or voted upon shall be binding on the Members or any Class Members, as the case may be, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast one-third (1/3) of the total number of votes of the Members. A quorum of any Class Members shall consist of Class Members entitled to cast one-third (1/3) of the total number of votes of the Class Members. Limited proxies and general proxies may be used to establish a quorum.

"Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the proxy, any adjournments thereof. A proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written limited proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Documents or by law, then such express provision shall govern and control the required vote on the decision of such question. Members may not vote by general proxy.

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3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) Members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members or Class Members, as the case may be, who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the Meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by written ballot. Members may not vote in elections by proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Developer-appointed Directors, Directors must be Members or the spouses of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written

request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. A quorum of the board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.9. Directors' fees, if any, shall be determined by the Members.

4.10. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.12. Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law. If open, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

## Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Documents, as well as all of the powers and duties of a director of a corporation not for profit.

## Section 6. Late Fees

A Member who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount set forth in the Rules and Regulations. Members shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessment whether or not an action at law to collect said Assessment and foreclosure the Association's lien has been commenced. The Board may authorize a schedule of fees for such circumstances.

## Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute. The President shall also act as the "Neighborhood Association's" Representative at any meetings called by Lake Coral Springs Association, Inc., and shall be empowered to cast the vote for the Neighborhood Association Members at said meetings.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Associations, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary

of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of SUMMER WIND.

#### Section 8. Resignations

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots or Houses owned by any Director or officer (other than appointees of Developer or officers who were not Members) shall constitute a written resignation of such Director or officer.

#### Section 9. Accounting Records; Fiscal Management

9.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Contributing Lot within the Subject Property which shall designate the name and address of the Contributing Lot Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Contributing Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

9.2. Subsequent to the Guarantee Period(s) or in the absence of any Guaranteed Assessments as described in the Declaration, the Board shall adopt a budget (as provided for in the Declaration) of the anticipated Association Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of October or November of the year preceding the year to which the budget applies, provided that the first Budget Meeting is to be held: (i) within thirty (30) days of the expiration of the Guarantee Period for purposes of adopting a budget for the remainder of the calendar year during which the Guarantee Period expires; or (ii) prior to the completion of the first House in the event there is no Guaranteed Assessment. Prior to the Budget Meeting, a proposed budget for the Association Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the budget, a copy thereof shall

be furnished to each Member, and each Contributing Lot Owner shall be given notice of the Individual Lot Assessment applicable to his Contributing Lot(s). The copy of the budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Contributing Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Association Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly or monthly (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Association Expenses and for all unpaid Association Expenses previously incurred; and (v) items of Association Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Association Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Association Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an auditor, accountant or certified public accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

#### Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of SUMMER WIND; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be

conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 11. Roster of Members

Each Member shall file with the Association a copy of the recorded deed or other document showing his ownership or right of use. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Members of record with the Association on the date notice of any Meeting requiring their vote is given shall be entitled to notice of and to vote at such Meeting, unless prior to such Meeting other Members shall produce adequate evidence of their interest and shall waive in writing notice of such Meeting.

#### Section 12. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

#### Section 13. Amendment of the Bylaws

13.1 These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Developer, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

SUMMER WIND ASSOCIATION, INC.,  
a Florida Corporation not "For Profit"

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

Attest: \_\_\_\_\_

(SEAL)

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

BK23533FG1080