

CFN # 103310112, OR BK 36049 Page 1 Page 1 of 16, Recorded 09/16/2003 at  
11:15 AM, Broward County Commission, Deputy Clerk 1033

**NOTICE OF PRESERVATION OF  
DECLARATION OF RESTRICTIONS  
RELATING TO  
THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN**

NOTICE IS HEREBY GIVEN of the preservation of the Declaration of Covenants, Restrictions, Conditions, Limitations, Easements, Uses, Reservations, Charges and Regulations (the "Declaration"), pursuant to Florida Statute §712.05, as follows:

1. Vanguard Village #15 Homeowners Maintenance Association, Inc. (the "Association"), having a post-office address of 6320 Brookwood Boulevard, Tamarac, Florida 33321, is the homeowners' association governing the real property described in Exhibit "A" appended hereto and incorporated by reference herein.
2. The names and post-office addresses of the owners of real property governed by the Declaration, as indicated in the official records of the Association, are as indicated on Exhibit "B" appended hereto and incorporated by reference herein.
3. As stated hereinabove, the subject real property governed by the Declaration is identified on Exhibit "A" appended hereto, such Declaration being originally recorded November 10, 1970, in Official Records Book 4346, at page 958, of the Public Records of Broward County, Florida. The Assignment of the Declaration was made to the Association on October 1, 1971. From this date, or from the date of subsequent amendments to the Declaration, MRTA's provisions apply and require this notice to be filed to preserve the Declaration and the restrictions and requirements contained therein.
4. Preservation of the Declaration was approved by greater than a majority vote of the membership of the Association at a duly called meeting of the membership on July 7, 2003,

(16)

at which greater than a quorum of the membership was present.

IN WITNESS WHEREOF, I have affixed my hand this 4 day of September, 2003, at Tamarac, Broward County, Florida.

## WITNESSES

Sign Donny L. Emmert

Print Donny L. Emmert

Sign G. David Rowe

Print G. DAVID ROWE

STATE OF FLORIDA )

COUNTY OF BROWARD )

VANGUARD VILLAGE #15  
HOMEOWNERS MAINTENANCE  
ASSOCIATION, INC.

By: Charles Bryant  
CHARLES BRYANT  
President

The foregoing instrument was acknowledged before me this 4th day of Sept, 2003, by CHARLES BRYANT, as President of VANGUARD VILLAGE #15 HOMEOWNERS MAINTENANCE ASSOCIATION, INC., a not-for-profit Florida corporation, who is personally known to me or who produced Driver's License as identification and who did/did not take an oath.

N. Roger  
NOTARY PUBLIC



N. Roger  
MY COMMISSION # CCR65972 EXPIRES  
October 16, 2005  
DONOR TO FLORIDA MAINTENANCE, INC.

OR BK 36049 PG 1264, Page 3 of

**EXHIBIT "A"**

THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 71, AT PAGE 3, OF THE PUBLIC RECORDS OF BROWARD  
COUNTY, FLORIDA

70-139733

BEHRING CORPORATION, A DELAWARE CORPORATION  
TO  
THE PUBLIC

## DECLARATION OF RESTRICTIONS RELATING TO:

THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN  
according to the plat thereof recorded in  
Plat Book 71, Page 3, Public Records of  
Broward County, Florida.

BEHRING CORPORATION, a Delaware corporation, the owner  
of all of the foregoing-described lands does hereby impress upon  
said lands the covenants, restrictions, reservations and servitudes  
hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:
  - (a) ASSOCIATION means THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN, a Florida corporation not for profit, its successors or assigns.
  - (b) BOARD means the Board of Directors of the ASSOCIATION.
  - (c) DEVELOPER means BEHRING CORPORATION, a Delaware corporation, its successors and assigns.
  - (d) LOT means a lot as shown on the MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN as recorded in Broward County, Florida, Plat Book 71, Page 3, Public Records of Broward County, Florida.
  - (e) IMPROVED LOT means LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable governmental authority.
  - (f) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.
  - (g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.
  - (h) PERSON means a person, firm, association or corporation.
  - (i) SUBDIVISION means the following described lands, to-wit:
 

THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN  
according to the plat thereof recorded in  
Plat Book 71, Page 3, Public Records of  
Broward County, Florida.
  - (j) The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

Return to:

THIS INSTRUMENT PREPARED BY  
ROBERT H. MONTGOMERY, ATTORNEY AT LAW  
2810 EAST OAKLAND PARK BOULEVARD  
FORT LAUDERDALE, FLORIDA 33306

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(K) INSTITUTIONAL LENDER shall mean any bank, insurance company or federal or state savings and loan association having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

2. RESIDENTIAL USE. All lots in THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN, and all lots enlarged or recreated by the shifting of location of side property lines, are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the ASSOCIATION. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence building; otherwise, no portable building or trailers may be placed on a lot. No building shall exceed 25 feet in height measured from the crown of the street upon which such building fronts, unless prior written approval of the ASSOCIATION shall have been obtained. No building shall be enlarged by additions thereto or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the ASSOCIATION, which approval shall be at the sole discretion of the ASSOCIATION.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described LOTS.

4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS. All front yard areas of IMPROVED LOTS in the foregoing described lands shall be grassed and kept as a lawn which shall extend to the pavement line. A "front yard area" is hereby defined as the yard area of an IMPROVED LOT from the front building wall and a line extension thereof to the side lot lines to the pavement line in front of the IMPROVED LOT. Corner lots shall have two front yard areas for the purposes of this paragraph, one of the front of the lot and the second on the yard adjacent to the intersecting thoroughfare. No graveled or blacktopped or paved parking strips are permitted except as previously approved in writing by the BOARD. No fences or hedges shall be permitted anywhere within the subdivision except as approved in writing by the BOARD, which approval may be arbitrarily withheld. Out door clothes drying activities are hereby restricted to the rear yards and in the case of corner lots, to that portion of the rear yards and in the case of corner lots, to that portion of the rear yards thereof which is more than 25 feet from the street right-of-way. All clothes poles shall be susceptible of being lifted and removed by any one person in one minutes time. All garbage and trash containers and oil and gas tanks must be placed as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lands except where expressed prior written approval of the size, shape, content and location thereof has been obtained from the BOARD, which approval may be arbitrarily withheld. Unless prior written approval has been obtained from the BOARD and the DEVELOPER, no exterior radios, television or electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described lands. The parking or storage of automobiles except upon paved areas is prohibited. The parking or storage of boats and boat trailers upon any of the foregoing described lands is prohibited except in spaces expressly provided for the same by BEHRING CORPORATION or as may be approved in advance by the BOARD. No hurricane and storm shutters shall be installed unless the same be of a type approved by the BOARD.

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5. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty, and to provide for the residences constructed within the community a high caliber of television reception without the installation of unsightly aerials and antennas, the DEVELOPER does hereby impose upon all of the foregoing described lands the obligation of the owner of each IMPROVED LOT to construct and use the necessary connections to tie into the community television antenna system to be constructed upon the foregoing lands by or through the DEVELOPER at such time as same shall become available. Each IMPROVED LOT OWNER and all persons entitled to possession of any LOT in the foregoing described lands, holding by, through or under such owner of such community television antenna system for the services rendered by it, which said sum shall be initially the amount of \$4.95 per month payable in advance.

6. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the above described lands have been and are being developed and the structures to be located therein designed primarily for the comfort, convenience and accommodation of adult persons, the use of all the lots in the foregoing described lands is hereby limited to permanent residents sixteen years of age or older.

The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as the result of acquiring a mortgage upon the lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title.

7. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

(a) Sprinkler System. The DEVELOPER reserves to itself, its successors or assigns, (including the ASSOCIATION) the right to construct, operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon all of the SUBDIVISION; accordingly, there is hereby reserved in favor of the DEVELOPER the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all of the SUBDIVISION and the owners of IMPROVED LOTS in the SUBDIVISION shall be liable to the DEVELOPER, its successors or assigns, (including the ASSOCIATION) for a prorata share, as hereinafter set forth, of the reasonable cost of the operation, maintenance, alteration and repair of the said system throughout the SUBDIVISION.

(b) Lawn Maintenance and Spraying. The DEVELOPER, its successors or assigns, (including the ASSOCIATION) shall maintain and care for all lawns within the SUBDIVISION; accordingly, there is hereby reserved in favor of the DEVELOPER, its successors or assigns, (including the ASSOCIATION) the right to enter over, through and upon all of the SUBDIVISION for the purpose of maintaining and caring for such lawns. Each owner of an IMPROVED LOT in the SUBDIVISION is hereby made liable to the DEVELOPER, its successors or assigns, (including the ASSOCIATION). "Maintenance and care" within the meaning of this subparagraph (b) shall include mowing, edging, fertilizing and spraying of lawns. Each such owner shall be further liable to the DEVELOPER, its successors or assigns, (including the ASSOCIATION) for the prorata share, as hereinafter set forth, of the reasonable cost of required replacement of sod, (as the same shall be determined from time to time by the DEVELOPER or the BOARD in its sole

discretion) upon an IMPROVED LOT and for the full reasonable cost of all such required replacement upon such owner's IMPROVED LOT. In the exercise of its discretion in this regard, the BOARD shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the SUBDIVISION.

(c) Exterior Maintenance and Repair of Buildings. The exterior of all residence buildings in the SUBDIVISION shall be maintained and repaired on a periodic basis by the DEVELOPER, its successors or assigns, (including the ASSOCIATION) and there is hereby reserved in favor of the DEVELOPER, its successors or assigns, (including the ASSOCIATION) the right to enter upon all of the SUBDIVISION and residence buildings located hereon for the purpose of conducting a periodic program of exterior building painting and repair, which shall include, but shall not be limited to, repainting and repair of exterior walls and roofs, or any portion of the foregoing. The times for all maintenance and repair and the extent thereof shall be determined by the DEVELOPER and/or BOARD in its sole discretion. The owner of each IMPROVED LOT in the SUBDIVISION is hereby made liable to the DEVELOPER, its successors or assigns, (including the ASSOCIATION) for a prorata share, as hereinafter set forth, of the reasonable cost of the conduct of such periodic maintenance and repair from time to time performed by the DEVELOPER, its successors or assigns, (including the ASSOCIATION). The DEVELOPER, its successors or assigns, (including the ASSOCIATION), shall not be responsible for repairing or replacing a building or structure which in the DEVELOPER'S and/or BOARD'S opinion, shall have been destroyed, nor shall the DEVELOPER and/or BOARD be responsible for repairs beyond the exterior surfaces of buildings, all such repairs being the responsibility of the IMPROVED LOT OWNER.

(d) Lien in Favor of the DEVELOPER or the ASSOCIATION. The DEVELOPER, its successors or assigns, (including the ASSOCIATION) shall have a lien on each IMPROVED LOT in the SUBDIVISION for any unpaid assessment made by the DEVELOPER for the purpose of permitting the DEVELOPER to perform the several services and obligations conferred upon it under this paragraph 7. Said lien shall also secure reasonable attorneys' fees incurred by the DEVELOPER, its successors or assigns, (including the ASSOCIATION) incident to the collection of such unpaid assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent per annum from date of recording until paid. Except for interest, such claims of lien shall include only the unpaid assessments which are due and payable to the DEVELOPER, its successors or assigns, (including the ASSOCIATION) when the claim of lien is recorded. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successors or assigns (including the ASSOCIATION) in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the DEVELOPER shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

(c) Subsequent Assignment; Liability; Liens. It is presently contemplated by the DEVELOPER, its successors or assigns, (including the ASSOCIATION) that the foregoing reservations and servitudes (subparagraphs (a) through (c), both inclusive above) shall be assigned by it, at a date subsequent hereto, to the ASSOCIATION, a non profit corporation of Florida, and thereafter the rights, privileges, duties and responsibilities of said reservations and servitudes, including the right to receive compensation for the performance of the duties and responsibilities performed by it. From and after the date of any such initial assignment, the DEVELOPER shall be relieved and fully discharged from any and all further liability and duty under the provisions of said subparagraphs (a) through (c), both inclusive above.

8. RECREATION FACILITIES; OPERATION AND MAINTENANCE; LIEN FOR COSTS, ETC. The owner of each IMPROVED LOT in the SUB-DIVISION OF THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN is hereby made liable to the DEVELOPER, its successors or assigns, (including the ASSOCIATION) for a prorata share of the reasonable cost (including taxes) of its operation, maintenance and repair of the recreational and parking facilities located upon the following described lands, to-wit:

PARCEL R OF THE MAINLANDS OF TAMARAC LAKES  
UNIT FIFTEEN according to the plat thereof  
as recorded in Plat Book 71, Page 6 of the  
Public Records of Broward County, Florida.

said reasonable cost to be payable in equal monthly installments by each IMPROVED LOT owner to the DEVELOPER, its successors or assigns (including the ASSOCIATION) commencing on the first day of the month following the date upon which the DEVELOPER, its successors or assigns, (including the ASSOCIATION), causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreation lands have been completed and are ready for use or when a lot becomes an IMPROVED LOT, whichever is later, and continuing until the first day of August, 2020. It is presently contemplated by the DEVELOPER, its successors or assigns, (including the ASSOCIATION) that it will assign its obligation to operate and maintain the aforesaid recreation buildings, structures and recreation and parking facilities, together with the right to receive the prorata share of reasonable cost from each owner aforesaid, at a date subsequent thereto, to the ASSOCIATION and thereafter said ASSOCIATION shall assume the rights, privileges, and obligations of operating and maintaining said buildings, structures and recreational and parking facilities, and the receipt of sums fixed as the reasonable cost thereof. From and after the date of any such assignment, the DEVELOPER, its successors shall be relieved and fully discharged from any and all further obligation and duty to maintain, operate or repair said buildings, structures and recreational and parking facilities. Each owner of IMPROVED LOTS in the subdivision of THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN agree that all charges made for the prorata share of the reasonable cost of the operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities shall constitute a lien or charge upon such owners' IMPROVED LOT which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent per annum from date of recording until paid.



Such claims of lien shall include only the unpaid assessments which are due and payable to the DEVELOPER, its successors or assigns, (including the ASSOCIATION) when the claim of lien is recorded, the interest thereon and a reasonable attorney's fee incident to the collection thereof. Upon full payment, the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successors or assigns, (including the ASSOCIATION) in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the DEVELOPER shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same and shall include a reasonable attorney's fee for the collection thereof.

9. RECREATION LAND LEASE; LIABILITY FOR, ASSIGNMENT, LIEN, ETC. The owner of each IMPROVED LOT in the MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN is hereby made liable to the DEVELOPER, its successors and assigns, for a one-two hundred seventy-fourth share of the ground rent upon the following described lands, to-wit:

PARCEL R OF THE MAINLANDS OF TAMARAC LAKES  
UNIT FIFTEEN according to the plat thereof  
as recorded in Plat Book 71, Page 3 of the  
Public Records of Broward County, Florida.

each such share being hereby fixed initially at the sum of \$10.00 per month payable by each IMPROVED LOT owner (for a total of \$2,740.00 to be paid monthly) to the DEVELOPER, its successor and assigns, commencing on the first day of the month following the date upon which the DEVELOPER causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreational facilities to be constructed by it upon said Recreation Lands have been completed and are ready for use, and continuing until the first day of September A. D. 2020; and each owner hereby agrees that the DEVELOPER, its successors and assigns, shall have a lien upon such owner's lot for the aforesaid initial amount of \$10.00 (an adjusted amount) per month until such amount is paid and said lien shall include a reasonable attorney's fee incident to the collection thereof. It is presently contemplated by the DEVELOPER that it shall enter into a lease with the owner of the lands described above in this paragraph for a period of years ending September 1, A. D. 2020, which lease shall provide for the delivery of said lands to the DEVELOPER, its successors or assigns, subject to said lease, for the exclusive use and benefit of the IMPROVED LOT owners and permanent residents of THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN for the initial monthly rental of \$2,740.00 to commence upon the first day of the month following the date the DEVELOPER causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreation and parking facilities to be constructed by it upon said lands have been completed and are ready for use; that in connection with said lease, the DEVELOPER intends to pledge its right to the receipt of and assign its right to receive the foregoing initially fixed sum of \$10.00 per month per lot payable by lot owners to the lessors under said lease as security for said monthly rental of \$2,740.00; it is further contemplated that the DEVELOPER may assign its interest in said lease to the ASSOCIATION,

and it is hereby understood that from and after the date of any such assignment by the DEVELOPER to the ASSOCIATION, the DEVELOPER shall be relieved and fully discharged from any and all further liability and duty under the provisions of this paragraph 9, except to the extent the same were incurred by it prior to the date of such assignment. The owners further agree that from and after the date of such assignment to the ASSOCIATION, the aforesaid initial sum of \$10.00 per month per lot shall constitute a lien upon the owners' IMPROVED LOT and that such lien, including a reasonable attorney's fee incident to the collection thereof, where the same remains unpaid for a period of 30 days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. The owner of each IMPROVED LOT in THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN further agrees that any assignment by the DEVELOPER shall not operate to extinguish the aforesaid lien for the payment of the aforesaid one-two-hundred seventy-fourth share of the ground rent under the aforesaid lease. The provisions of this paragraph 9 and of paragraph 8 above, shall remain in effect and shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said lands until the first day of September A. D., 2020. The recreation land lease referred to herein is a net lease (i.e. the Lessor receives the rent free and clear of taxes, insurance and other charges, same being borne by the Lessee). Such lease also contains provisions whereby in the event of a rise in the cost of living index published by the United States Government, the rent to be paid shall be increased periodically to compensate the Lessor for such rise in the cost of living index.

10. ASSOCIATION MEMBERSHIP. Each LOT OWNER shall be entitled to membership in the ASSOCIATION, and each LOT shall be entitled to one vote cast through one of its LOT OWNERS in all matters on which, by the Articles of Incorporation and the By-Laws thereof and the law of the State of Florida, they shall be entitled to vote.

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

12. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the SUBDIVISION as an area of high standards, there is hereby reserved to the ASSOCIATION the right and power to control the type, kind and character of the buildings and structures to be placed within the SUBDIVISION. The owner or occupant of each IMPROVED LOT, by acceptance of title thereto, agrees not to permit a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specifications thereof have been submitted to and approved by the BOARD before any construction is begun. The BOARD shall have power, and it shall be the duty thereof, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the SUBDIVISION. In the exercise of its power and the performance of its duties, the BOARD shall give due consideration to the characteristics of the community of Tamarac as a retirement community and the ability of any proposed structures to harmonize with that concept. The BOARD shall be permitted to employ aesthetic values in making its determination. The provisions of this paragraph shall not apply to or be operative against any lot the title to which is in the DEVELOPER.

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13. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the LOT OWNERS in the SUBDIVISION, the DEVELOPER, or the ASSOCIATION.

14. INVALIDITY CLAUSE. Invalidation in any one of these covenants by a COURT of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect.

15. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land until the first day of September, 2020. After September 1, 2020, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the LOTS in said SUBDIVISION shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes except in no event can the provisions of paragraphs 8 and 9 above be extinguished, modified, altered or amended.

16. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. These restrictions may not be amended without the consent of the DEVELOPER and each institutional lender holding a first mortgage upon a LOT in the SUBDIVISION.

17. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans upon LOTS in the SUBDIVISION, the ASSOCIATION'S right to assess an IMPROVED LOT (or its owner) or to impress a lien upon an IMPROVED LOT (as provided in paragraphs 5, 7, 8 and 9 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an INSTITUTIONAL LENDER retains said title, the ASSOCIATION shall be under no obligation to perform any of the services, duties or obligations required of it as provided in paragraphs 5, 7, 8 and 9 above. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under Lease, the ASSOCIATION'S right to make assessments against such IMPROVED LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER), and the ASSOCIATION'S duties and obligations with respect to said LOT shall be restored.

18. CERTAIN PARCELS EXCLUDED. Except as expressly provided herein, none of the foregoing restrictions, covenants or servitudes shall be applicable to the following described lands:

PARCELS A, L, R AND T, AND LOTS 1 THROUGH 12 INCLUSIVE OF BLOCK 248 ALL OF THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN according to the plat thereof as recorded in Plat Book 71, Page 3 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, BEHRING CORPORATION, a Delaware corporation, has caused this instrument to be executed in its corporate name and its seal affixed this 9th day of November, 1970.

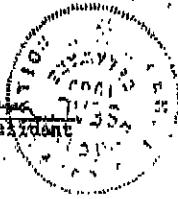
BEHRING CORPORATION  
A Delaware corporation

Attest

*[Signature]*  
Secretary

By:

*[Signature]*  
Vice President

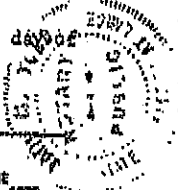


STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME personally appeared R. D. ANDERSON and EDWARD L. GRANT, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Secretary of the above-named BEHRING CORPORATION, a Delaware corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President and Secretary respectively of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 9th day of November, 1970.

*[Signature]*  
Notary Public



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUGUST 28, 1972  
APPOINTED THROUGH FRED W. BIRCHMAYER

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF COUNTY COURT

SEE 4340 PAGE 986

## ARTICLES OF INCORPORATION

OF

VANGUARD VILLAGE #15 HOMEOWNERS MAINTENANCE ASSOCIATION, INC.

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not for profit under the laws of the State of Florida, and do hereby subscribe and acknowledge the following Articles of Incorporation, to-wit:

ARTICLE I

The corporate name shall be VANGUARD VILLAGE #15 HOMEOWNERS MAINTENANCE ASSOCIATION, INC.

ARTICLE II

This corporation shall have perpetual existence.

ARTICLE III

The purposes of the corporation shall be to acquire by purchase, lease or gift real and personal property for the use and benefit of the membership.

To take such other action as the membership shall direct or approve to keep MAINLANDS OF TAMARAC LAKES, UNIT FIFTEEN, as recorded in plat book 71, page 3 of the Public Records of Broward County, Florida, an area of high standards, containing residences, improvements and facilities designed for the comfort, convenience and accommodation of its residents.

To perform and provide facilities and services of whatsoever nature that are in the interest of the residents of the hereinabove referred to lands.

ARTICLE IV

The powers of the corporation shall include the following:

1. To contract and be contracted with, and all of the powers reasonably necessary to fulfill the obligations and perform

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the services arising out of any such contract or contracts, in order to procure for the membership such services as the membership shall desire and direct.

2. To engage in such other activities which in the opinion of the Board of Directors thereof shall be reasonably appropriate to the accomplishment of the purposes for which it is organized and the performance of its duties and obligations.

3. To enforce by legal means against any person, firm or corporation any right or privilege of the corporation whether it arises by contract, assignment, law or any other means.

4. To contract for the management of the corporation and to delegate to such contractor or contractors such powers and duties of the corporation as are deemed necessary to carry out the aforementioned management of the corporation, except such as are specifically required by these Articles to have the approval of the Board of Directors or the membership of the corporation.

5. To employ personnel to perform the services required for the proper operation of the corporation.

6. All funds and the title to all properties acquired by the corporation and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws.

7. The powers of the corporation shall be subject to and shall be exercised in accordance with the provisions of the By-Laws.

8. This corporation shall have the power to function in any manner and for whatsoever purposes that it may deem proper or convenient in connection with any of the aforesaid purposes or otherwise, or that it may deem calculated directly or indirectly, to improve the interest of this corporation, and to do all things specified in Chapter 617 of the FLORIDA STATUTES, and to have and to exercise all powers conferred by the laws pursuant to which and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

9. The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from, the terms of any other clause of this or any other article or these Articles of Incorporation, and shall be construed as purposes as well as powers, notwithstanding the expressed enumeration of purposes elsewhere in these Articles.

#### ARTICLE V

The membership of the corporation shall consist of all of the owners of real property in the following described subdivision:

THE MAINLANDS OF TAMARAC LAKES, UNIT FIFTEEN  
according to the Plat thereof recorded in  
Plat Book 71, page 3 of the Public Records  
of Broward County, Florida.

Change of membership in the corporation shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a lot and the delivery to the corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner shall thereby be terminated.

The share of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner except upon transfer of his lot.

The corporation shall have one class of voting membership. Members shall be all owners of lots and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members.

The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

#### ARTICLE VI

The affairs of the corporation shall be governed by a President, Vice President, Secretary and Treasurer and the Board of Directors shall be not less than seven (7) nor more than eleven (11) Directors at large who may or may not be officers and who shall be elected annually at a time and in the manner to be designated in the By-Laws.

ARTICLE VII

The first officers and Board of Directors to serve until their successors have been elected and installed shall be as follows:

JACK STELZER	President	6304 NW 72 Ave. Tamarac, Florida
WILLIAM B. DE SETA	Vice President	6604 Brookwood Blvd. Tamarac, Florida
ANNE TEICHER	Secretary	7202 NW 68 St. Tamarac, Florida
SOL SWARTSIS	Treasurer	7111 NW 67 St. Tamarac, Florida
RALPH J. CROCKER	Director	7203 NW 64 St. Tamarac, Florida
GEORGE KAVILJA	Director	7016 NW 64 St. Tamarac, Florida
CARL ARNDT	Director	6311 NW 72 Ave. Tamarac, Florida

ARTICLE VIII

The names and residences of the subscribers to these Articles of Incorporation are as follows:

JACK STELZER	6304 Northwest 72nd Street. Tamarac, Florida
WILLIAM B. DE SETA	6604 Brookwood Boulevard Tamarac, Florida
ANNE TEICHER	7202 Northwest 68th Street Tamarac, Florida
SOL SWARTSIS	7111 Northwest 67th Street Tamarac, Florida

ARTICLE IXINDEMNIFICATION

Every director and every officer of the CORPORATION shall be indemnified by the CORPORATION against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the CORPORATION, or any settlement thereof, whether or not he is a director or officer at



the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the CORPORATION. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE X

The first By-Laws of the Corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-Laws. In order to accept, alter or amend the By-Laws of the Corporation a two-thirds (2/3rd's) vote of the entire membership in person or by proxy is required.

#### ARTICLE XI

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner.

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the corporation. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting, except as elsewhere provided, such approvals must be by not less than two-thirds (2/3rd's)

## STATE OF FLORIDA

## DEPARTMENT OF STATE

## CORPORATION NOT FOR PROFIT

Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May Be Served

In pursuance of Section 617.023, Florida Statutes, the following is submitted, in compliance with said Act:

From: That VANGUARD VILLAGE #15 HOMEOWNERS MAINTENANCE ASSOCIATION, INC.  
 a corporation not for profit duly organized and existing under the laws of the State of Florida  
 with its principal place of business at City of Tammarac  
 County of Broward State of Florida  
 has designated and established Mr. Jack Stelzer, 6504 Northwest 72nd Avenue  
 City of Tammarac County of Broward State of Florida  
 as its place of business or domicile for the service of process within this State, and named as its agents Mr. Jack Stelzer  
 to accept service of process.

Complete the following when there is a change of one or more officers or directors.

OFFICERS:	AFFIX TITLES NAME	SPECIFIC ADDRESS
MR. JACK STELZER	President	6504 Northwest 72nd Avenue, Tammarac, Florida
MR. WILLIAM E. DE SOTA	Vice President	6604 Brookwood Blvd., Tammarac, Florida
MRS. ANN TEICHER	Secretary	7202 Northwest 95th Street, Tammarac, Florida
MR. SOL SHANTZIS	Treasurer	7111 Northwest 67th Street, Tammarac, Florida

DIRECTORS: (THREE (3) required by law)	NAME	SPECIFIC ADDRESS
MR. ROBERT J. CRONIN		7202 Northwest 95th Street, Tammarac, Florida
MR. GEORGE SANDER		7016 Northwest 64th Street, Tammarac, Florida
MR. CARL ARNDT		6511 Northwest 72nd Avenue, Tammarac, Florida

By Jack Stelzer  
 JACK STELZER, President

## ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity.

By Jack Stelzer  
 JACK STELZER, Resident Agent

Section 617.023, Florida Statutes. Office and resident agent. Every corporation organized hereunder shall maintain an office in this state with a resident agent thereat upon whom process may be served. The resident agent may be either an individual or a corporation. The corporation shall keep the secretary of state informed of the current city, town or village and street address of said office together with the name of the resident agent.

Filing Fee: \$2.00

## COMMUNITY RULES AND REGULATIONS

Vanguard Village is a residential community where homes are defined as a "single family dwelling". All residents (owners and others) are required to comply with the Association's governing documents; the Articles of Incorporation, the Declaration of Restrictions, and the By Laws. The following Rules and Regulations address issues outlined in those documents:

### I. HOME & LOT MAINTENANCE

A. No trespassing. Each lot is private property and shall be free from people entering without the owners' permission, unless authorized by the Board of Directors, on behalf of the Association. Because yards are considered common areas for purposes of Association required maintenance, contracted vendors must have access to the property to fulfill those obligations; maintenance of the lawns and the irrigation system, as well as rules violations.

B. No trade, business, or commercial endeavor may be practiced on any lot in Vanguard Village.

C. No signs may be erected in Vanguard Village without prior approval of the Board. Exceptions include temporary, real estate, political and special occasion signs.

D. All driveways must be kept clean and well maintained. No graveled or black-topped driveways are allowed in Vanguard Village.

E. All trash receptacles shall be stored away from public view.

F. All lawns shall be free of trash, debris, etc.

G. All exterior surfaces of homes shall be well maintained; including painting, cleaning, and necessary repairs as required.

H. All landscaping shall be maintained (trees, shrubs, etc); including proper pruning, the removal of dead trees, stumps, etc., and the disposal of the resulting debris.

I. No portable buildings or trailers may be placed on a lot, unless it is there temporarily during the course of active construction; no freestanding sheds, storage containers, dumpsters, etc.

### II. VEHICLES

A. Vehicles must be parked on a paved surface; your driveway. Parking on the grass is prohibited and any portion of any vehicle sitting on the grass is a violation. Any vehicle parked on the grass may be towed at the owners' expense.

B. Do not park your own vehicles, nor allow visitors to park vehicles on neighbors' property, without prior permission.

C. Commercial or recreational vehicles of any size, boats and boat trailers, can not be parked in plain sight anywhere in Vanguard Village. If it fits in your garage, that's

fine. The Board of Directors is willing to review individual written requests for an exception due to extraordinary circumstances; i.e. catastrophic events.

- D. All visible vehicles must be operable, with a valid registration tag. Minor mechanical repairs must be completed within a reasonable amount of time; i.e 48 hours.
- E. For temporary parking of vehicles at the clubhouse, members can request a Parking Authorization Form from the property management company. The clubhouse is private property, and if you park without authorization, the vehicle may be ticketed or towed at the owners' expense.

### III. POOL RULES.

- A. Children under the age of 12 years must be accompanied by an adult at all times.  
**THERE IS NO LIFEGUARD, SO YOU MUST BE RESPONSIBLE FOR THE SAFETY OF YOUR CHILDREN.**
- B. All members must shower before entering the pool. Appropriate swim attire required. No one of any age, wearing diapers, is permitted in the pool.
- C. The following is prohibited in the pool area:
  - \*No glassware; for eating or drinking; plastic containers only, limited to use outside the four (4) foot wide restricted pool deck area around the pool.
  - \*No cooking
  - \*No animals
  - \*No skating, skate boarding or bicycling, etc.
- D. For the protection of all pool users and to be considerate to everyone:
  - \* No diving
  - \* No running or boisterous activities in or around the pool.
  - \* Flotation devices should be limited to things such as water wings for child safety, water weights for exercising, and Styrofoam tubes, commonly referred to as noodles.
- E. Pool hours are between 7:30 a.m. & 11:00 p.m. except under unusual circumstances as may be determined by the Board.

### IV. COMMUNITY RULES

- A. All dogs shall be kept on a leash, securely under the owner's control and the owner will be responsible for the removal of their pet's excrement.
- B. Keep the noise levels down between 11:00 p.m. and 7:00 a.m.; including vehicles, machinery, and electronic equipment. An exception would be the use of generators after a catastrophic event.
- C. All private clubhouse events and activities must be scheduled through the property management company and are subject to the rules outlined in the Clubhouse Usage Agreement. Other activities scheduled for the clubhouse must be open to all members of the Association.
- D. If the Board or the Property Manager determines a member is guilty of violating any of the covenants contained in the documents or any of the rules & regulations contained herein, they

will be sent a courtesy letter describing the infraction. It will advise the owner to correct the problem within a given period of time, depending on the violation, and encourage them to contact the property manager regarding the issue. Non-compliance or non-response will result in a second letter of notification through registered mail. Further non-response will result in the Association using all options available to try to enforce compliance.

E. When listing your property for sale or lease, please notify the Association by contacting our property management company.

- \* If the transfer of property is a sale, the Association must be provided a copy of the recorded title of the new owner; send it to the management company.

- \* If the transfer of property is a lease or other contract, please provide a copy of the contract to the management company, so we have contact information. The owner remains responsible for compliance to Association Rules & Regulations for the tenants.

- \* Upon sale or lease of a property, our Welcoming Committee will meet with prospective residents, new owners or others, to provide information and assistance.

## V. ARCHITECTURAL CHANGES

A. All changes to the exteriors of homes and/or lots, including expansion of driveways and installation of a fence must be approved by the Board of Directors, through the Architectural Review process, in addition to the City of Tamarac, through the Building Department permit process. The Architectural Change Application is available upon request. All documents included with the application for an architectural change will become part of the permanent records of the Vanguard Village Homeowners Association.

B. Fences in Vanguard Village must comply with the following standards:

1. No fences of any kind may be erected in the "front yard area" of any lot, or for those homes with a corner lot, that includes the side of the property adjacent to the street.
2. No fence may extend beyond the side property line as defined on the official property survey except for corner lots, lots on a cul-de-sac, and other pie shaped lots, where they cannot extend past the side wall of the home (commonly called the Florida room).
3. Maximum height is 8 ft.
4. No fence may be erected within twelve (12) feet of a canal. There must be a minimum of four (4) feet between the fence and the easement at the rear of the property, if not on a canal.
5. No new chain link fences will be allowed.

C. In the event any architectural application is not approved by the Board of Directors, the applicant may apply for approval at a meeting of the General Membership of the Association. Upon a favorable vote by a majority of the membership where a quorum is present, the Board of Directors must grant approval of the applicant's request.

### RESOLUTION

WHEREAS, the Declaration of Restrictions relating to the MAINLANDS OF TAMARAC LAKES, UNIT 15, as recorded in O.R. Book 4346, Page 958, Public Records of Broward County, Florida, provides for assessments to be made by the "Association" against the lot owners for the purpose of providing outside home and roof painting and maintenance among other purposes, and

WHEREAS, it appears that the sales personnel working for the developer made some purchasers aware of these provisions while other purchasers were led to believe that maintenance assessments were for lawn maintenance and clubhouse maintenance only, and

WHEREAS, MAINLANDS SECTION #15 is the only section of the Mainlands of Tamarac Lakes made up entirely of modular homes and outside maintenance of such homes substantially differs from outside maintenance of CBS tile roofed homes, and,

WHEREAS, it is the desire of the majority of the Homeowners to assume such obligation of house painting, roof painting, and other exterior home maintenance, on an individual basis and to relieve the Association of such duties.

NOW THEREFORE, BE IT RESOLVED by the membership of VANGUARD VILLAGE 15 MAINTENANCE ASSOCIATION, INC:

1. That this Association and its Officers and Board of Directors be relieved of the duty to assess and collect from the lot owners for outside house and roof painting and maintenance and that the individual lot owners shall assume the duty to provide such house and roof painting and maintenance at their individual expense.
2. That the Board of Directors be authorized to place this Resolution on the public records of Broward County, Florida for the purpose of putting on notice the owners and purchasers of all lots in the following described sub-division:

THE MAINLANDS OF TAMARAC LAKES, UNIT FIFTEEN, according to the Plat thereof recorded in Plat Book 71, Page 3 of the Public Records of Broward County, Florida.

3. That in the event of any litigation concerning the determination made by this Resolution, the Association shall defend the action of the Association, its membership, Board of Directors and Officers.

PASSED AND ADOPTED this 11th day of September, 1973.

### RESOLUTION

WHEREAS, THE Declaration of Restrictions relating to the MAINLANDS OF TAMARAC LAKES, UNIT FIFTEEN, as recorded in the O.R. Book page 4346 page 958 to 966, Public Records of Broward County, Florida dated November 9th, 1970 and recorded November 10th, 1973 Paragraph 9, and the Amendment to Declaration of Restrictions as recorded in the O.R. Book 4370 page 700 and 701, Paragraph 9, provides for a liability of each lot owner for a portion of the ground rent on a RECREATION LAND LEASE, on Recreational Facilities located at 6320 Brookwood Boulevard, in the City of Tamarac, and

WHEREAS, the lot owners on 2/17/77 have purchased collectively thru the Association, the complete Recreational Facilities above mentioned, and

WHEREAS, each lot owner, his successors and assigns are no longer liable for a share of the ground rent on a RECREATION LAND LEASE,

NOW THEREOF, BE IT RESOLVED by the membership of VANGUARD VILLAGE #1 5 HOMEOWNERS MAINTENANCE ASSOCIATION, INC:

1. That this Association and its Officers and Board of Directors be relieved of the duty to assess and collect from the lot owners any portion of the ground rent on a RECREATION LAND LEASE,
2. That the Board of Directors be authorized to place this Resolution on the Public Records of Broward County, Florida for the purpose of putting on notice the owners and purchasers of all lots in the following described sub-division:

THE MAINLANDS OF TAMARAC LAKES UNIT FIFTEEN, according to the Plat thereof recorded in Plat Book 71, Page 3, of the Public Records of Broward County, Florida

3. That in the event of any litigation concerning the determination made by this Resolution, the Association shall defend the action of the Association, its membership, Board of Directors and Officers.

PASSED AND ADOPTED THIS 10th day of January, 1989.

### RESOLUTION

WHEREAS, the Declaration of Restrictions relating to THE MAINLANDS OF TAMARAC LAKES, UNIT 15, as recorded in O.R. Book 4346, Pages 858 to 966, Public Records of Broward County FLORIDA, provides for assessments to be made by THE DEVELOPER, or its successor THE ASSOCIATION, against the lot owners

the sum of \$4.95 per month for the use of a COMMUNITY TELEVISION ANTENNA, in paragraph five and,

WHEREAS, no COMMUNITY TELEVISION ANTENNA has ever been constructed nor will it ever be constructed,

NOW THEREFOR, BE IT RESOLVED, BY THE MEMBERSHIP OF VANGUARD VILLAGE #15 HOMEOWNERS MAINTENANCE ASSOCIATION, INC.;

1. That the Association and its Officers and Board of Directors be relieved of the duty to assess and collect from the lot owners any assessments for COMMUNITY TELEVISION ANTENNA in the amount of \$4.95 per month.
2. That the Board of Directors be authorized to place this Resolution on the Public Records of Broward County, Florida for the purpose of putting an notice the owners and purchasers of all lots in the following described sub-division:

THE MAINLANDS OF TAMARAC LAKES, UNIT FIFTEEN according to the Plat thereof recorded in Plat Book 71, Page 3, of the Public Records of Broward County, Florida.

3. That in the event of litigation concerning the determination made by this resolution, the Association shall defend the action of the Association, its membership, the Board of Directors and Officers.

PASSED AND ADOPTED THIS 10th DAY OF JANUARY, 1989.



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Prepared by:  
Randall K. Roger & Associates, P.A.  
621 NW 53<sup>rd</sup> Street, Suite 300  
Boca Raton, FL 33487

**CERTIFICATE OF RECORDATION OF AMENDED  
AND RESTATED BY-LAWS OF VANGUARD VILLAGE #15  
HOMEOWNERS MAINTENANCE ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions (the "Declaration") for the real property comprising the Vanguard Village #15 residential community is as described in Official Records Book 4346, at Page 958 of the Public Records of Broward County, Florida; and

WHEREAS, the Vanguard Village #15 Homeowners Maintenance Association, Inc., is that entity charged with the responsibility of operating the Vanguard Village #15 residential community; and

WHEREAS, while some of the By-Laws of Vanguard Village #15 Homeowners Maintenance Association, Inc., had been previously recorded in the Public Records of Broward County, Florida, the By-Laws as a whole had not been entered of record;

WHEREAS, the Board of Directors has compiled a complete set of the By-Laws, including those portions previously entered of record, and attached a true copy of same hereto; and,

WHEREAS, the Board of Directors of the Association desires to have the above-mentioned complete set of the By-Laws entered of record.

NOW THEREFORE, the undersigned hereby certify that the By-Laws attached hereto are true and correct copies of same as of this date.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of December 2005, at Broward County, Florida.

VANGUARD VILLAGE #15  
HOMEOWNERS MAINTENANCE  
ASSOCIATION, INC.

By: Alan J. Cortazzo  
President

Attest: Ellen S. Wilfert  
Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Dec, 2005, by ALAN J. CORTAZZO as President, and ELLEN S. WILFERT, as Secretary, of VANGUARD VILLAGE #15 HOMEOWNERS MAINTENANCE ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced DRIVERS LIC FLORIDA as identification.

NOTARY PUBLIC:

Sign Meyer L. Weinman  
Print MEYER L. WEINMAN

My Commission Expires:

State of Florida at Large  
Meyer L. Weinman  
Commission #DD223194  
Expires: Jul 01, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.



**BY-LAWS**  
**VANGUARD VILLAGE #15 HOMEOWNERS'**  
**MAINTENANCE ASSOCIATION, INC.**  
(A Florida Corporation Not-for-Profit)

**ARTICLE I**  
**NAME**

This Corporation shall be known as "Vanguard Village #15 Homeowners' Maintenance Association, Inc.", a not-for-profit corporation and may hereinafter be referred to as the CORPORATION.

**ARTICLE II**  
**OFFICERS**

The principal office of the corporation, and its records, shall be maintained at 6320 Brookwood Boulevard, Tamarac, Florida 33319, or at such other place as may be subsequently designated by the Board of Directors.

**ARTICLE III**  
**PURPOSES**

The Corporation shall, subject to the approval of the membership attending a general meeting, act on behalf of the owners of homes in Vanguard Village (Mainlands Section 15) collectively relative to maintenance.

1. To enter into contracts for the lawn maintenance of homes, such as but not limited to cutting, spraying, fertilizing, sprinkler maintenance, and water supply.
2. To enter into contracts for the maintenance of the Clubhouse and its appurtenances, such as but not limited to pool heating and maintenance, lawn maintenance, air conditioner maintenance, cleaning of the clubhouse, etc.
3. To take any such action as is deemed necessary to keep Vanguard Village (Mainlands Section 15) as recorded in Plat Book 71, page 3 of the Public Records of Broward County, Florida, an area of high standards.
4. To acquire by purchase, lease, or gift, real and personal property for the use and benefit of the residents of the hereinabove referred land, subject to the approval of a two-thirds vote of the homeowners attending a general or special meeting.

**ARTICLE IV**  
**MEMBERSHIP**

1. The membership of the Corporation shall consist of all the owners of real property in the following described subdivision with the exception of the following

parcels being excluded. Parcels A, L, and T, and Lots 1 through 12 inclusive of Block 248:

"THE MAINLANDS OF TAMARAC LAKES, Unit 15, according to the Plat thereof recorded in Plat Book 71, page 3, of the Public Records of Broward County, Florida."

2. Change of membership in the Corporation shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a lot and house, and by delivery to the designated Directors of the Corporation of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owner shall thereby be terminated.

3. When a new owner shall have complied with the requirements of the preceding section, a copy of these By-Laws together with all amendments and of the Deed Restrictions shall be given by the designated Director to such new owner who shall sign a statement that such copies have been received.

## **ARTICLE V OFFICERS**

The officers of the Corporation shall be a President, Vice-President, Secretary, and Treasurer, nominated and elected as hereinafter provided.

## **ARTICLE VI DUTIES OF OFFICERS**

### **1. The President shall:**

a. Make all appointments not otherwise provided for, subject to the approval of the Board of Directors.

b. Appoint and remove all committees, with the approval of the Board of Directors, except as hereinafter provided.

c. Be a non-voting member of all committees, except as hereinafter provided.

d. Enter into and make all contracts and agreements on behalf of the Corporation, subject to the approval of the Board of Directors.

e. Sign, together with a Secretary, all such approved contracts and agreements.

f. Perform such other duties as normally pertain to the office, or as may be assigned by the general membership and/or the Board of Directors.

g. The outgoing President at its discretion, may sit on the new Board of Directors for one year, ex officio, with no vote.

h. Designate a Director to execute ARTICLE IV, paragraphs 2 and 3.

2. The Vice-President shall:

- a. Function as the President in his/her absence.
- b. Perform such duties as may be assigned him/her by the President.
- c. Be a non-voting member of all committees, except as hereinafter provided.

3. The Secretary shall:

- a. Keep the minutes of the meetings of the general membership and the Board of Directors, and maintain them in a permanent file.
- b. Serve all notices of the Corporation.
- c. Keep the membership rolls alphabetically arranged, with their respective residences, lot and block number, and the date when each homeowner became a member.
- d. Make such membership rolls available at all membership meetings.
- e. Present to the Board of Directors at its stated meetings all communications addressed to the Secretary officially by the President, or by any Officer, or members of the Corporation.
- f. Attend to all correspondence, and perform all duties incidental to the office of the Secretary.
- g. Sign, together with the President, all contracts and agreements as approved by the Board of Directors.

4. The Treasurer shall:

- a. Have the care and custody of, and be responsible for all funds of the Corporation. All mortgage payments, corresponding interest, etc. must be held in a separate "Mortgage Account".
- b. Disburse the funds of the Corporation under the direction of the Board of Directors in accordance with Article IX of these By-Laws. All disbursements shall require the signatures of at least two officers, one of whom shall be the President or his/her Officer/Director designate and the other the Treasurer or his/her Officer/Director designate.

c. Deposit, in the name of the Corporation, all funds in such depositories as the Board of Directors may designate.

d. Keep an accurate and permanent set of books of account, of all the financial transactions of the Corporation, and such other books of account or records as the Board of Directors may require.

e. Make these books and records available to any Certified Public Accountant registered in the State of Florida, representing any member of the Corporation, upon written request of such member, and approved by the Board of Directors. Any costs incurred by the Corporation arising from such examination shall be paid by the requesting member prior to such examination.

f. Notify the member making the request, in writing, that all costs of this examination will be borne by the member making the request, and that the Certified Public Accountant shall have no redress to the Corporation should his fees be unpaid.

g. Permit no subsequent examination to be made by the same member within ninety (90) days.

h. Prepare and submit to the Board of Directors, for presentation at the next general meeting, a monthly written report, indicating the previously accepted balance, receipts and disbursements for the month prior to the meeting date and the current balance of all funds.

i. After acceptance by the general membership, a copy of this report shall be posted within five (5) days upon the Maintenance bulletin board in the Clubhouse.

j. Prepare and submit in, triplicate, to the President in time for presentation at the monthly meeting, a list of members "Not in good standing" as at the end of the prior month.

k. Prepare and submit a comprehensive Annual Report at the close of the fiscal year to the auditing committee for audit and submission to the Board of Directors and the General membership.

## **ARTICLE VII BOARD OF DIRECTORS**

1. This Corporation shall be managed by a Board of twelve (12) Directors, all of whom shall be voting members in good standing in the Corporation, plus the retiring President who shall have no vote as specified in Article VI, Section 1, paragraph "g".

2. Four of such Directors shall be officers of the Corporation.

3. Eight of such Directors shall be nominated and elected as hereinafter provided.

4. Seven members of the Board of Directors shall constitute a quorum to conduct a meeting. A minimum of six (6) assenting votes shall be required for the Board to act. Each member shall be entitled to one vote, which shall be in person and not by alternate or proxy.

a. The President does not have the right to vote, except to break a tie.

5. The Board of Directors shall meet regularly on the second Tuesday of each month at 7:30 p.m.

6. Special meetings may be called by the President or at the request of at least three (3) Directors, on reasonable notice. Such meetings shall concern themselves only with the matter for which said meetings were called.

7. An agenda for the next general meeting shall be prepared at each regular Board of Directors meeting and shall be posted on the Clubhouse Bulletin Board not less than five (5) days prior to the next general membership meeting.

#### **ARTICLE VIII DUTIES OF THE BOARD OF DIRECTORS**

The Board of Directors shall:

1. Negotiate all contracts relative to any portion of the maintenance program. All contracts shall require a minimum of two (2) written bids.

a. All requests for bids must include specifications in writing.

b. Bid requests and bids offered shall be kept on file for a period of three (3) years.

2. Employ help as warranted on a salary basis.


3. Issue instructions for complete servicing of the lawns.

4. Have exclusive control of the sprinkler system.

5. In the case of unauthorized use of sprinkler water, assess the guilty member the sum of Fifty Dollars (\$50.00) for each infraction.

6. Fix the assessment to be pro-rated to each type of lot in Vanguard Village as set forth in Article XIX.

7. Revise assessments in order to enable the Corporation to meet its obligations and perform the services committed to the members.

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8. During the month of October of each year, have a tentative annual report prepared, and if it is determined that a substantial excess of funds exists, to recommend to the General Membership at the November meeting the distribution of such surplus funds, together with the method of such distribution.

a. A two-thirds vote of the voting members present shall be necessary to approve such distribution.

b. Notification to the General Membership of the recommendation of the Board of Directors shall be by posting on the Clubhouse Bulletin Board, and by publication in the Village Voice.

9. Prepare an annual itemized specific budget by November 1<sup>st</sup> of each year indicating the sums necessary and adequate for the operation of Vanguard Village Maintenance for the following year; print and submit the projected budget to the membership at the general meeting in December for review and approval by a majority vote.

#### **ARTICLE IX APPROVAL OF PAYMENTS**

1. Payment of budgeted costs, necessary to comply with the purposes of the Corporation, shall be approved by the Board of Directors.

2. The Board of Directors shall have the authority to approve all other expenditures up to and including the sum of Two Thousand Dollars (\$2,000.00) not specifically provided in the budget for any one expenditure in the calendar year.

3. Any proposed disbursement in excess of Two Thousand Dollars (\$2,000.00) not specifically provided for in the budget shall be submitted to the membership at a regular or special maintenance meeting. A vote on the proposal will then be taken at the next regular or special maintenance meeting. A two-thirds vote of the members present shall be necessary to approve such expenditure.

4. In the event of an emergency, an officer and any two (2) members of the Board of Directors shall have the power to expend sums necessary to cover the emergency, and then shall report to the membership at its next general meeting.

#### **ARTICLE X TERMS OF OFFICE**

1. The term of office for all officers shall be one (1) year with privilege of re-election.

2. For the term commencing January 1, 1987, and thereafter, all directors shall be elected for two (2) year terms as existing terms expire.



3. Directors shall have the privilege of re-election.

4. Officers and Directors shall take office effective January First of each year.

## **ARTICLE XI VACANCIES**

1. Should a presidential vacancy occur, the Vice-President shall immediately assume the duties of that office, and be installed as President for the remainder of the term.

2. A special election shall be held within thirty (30) days to fill the office of the Vice-President and all other officer vacancies for the remainder of the term.

3. If the office of any Director becomes vacant by reason of death, resignation, disqualification, removal from office or otherwise, a majority of the remaining Directors, at a special meeting called for this purpose within thirty (30) days shall choose a successor or successors who shall hold office for the remainder of the calendar year in which such vacancy occurred. Such vacancy shall be filled through the regular nominating and electoral procedures at the next following general election, for the remainder of the term of office of the original vacating director.

4. Any Officer or Directors missing three (3) consecutive Board of Directors meetings, without the Board of Directors' approval, shall automatically be removed from his/her office.

5. Directors are elected to perform a reasonable amount of duties pertaining to the operation of the Corporation. Any Director unable to perform his/her regular duties due to illness or for any reason whatsoever shall be given a "leave of absence" not to exceed three (3) consecutive months by the President, with the approval of the Board.

a. Said Director shall, as soon as possible, be replaced by the President with a temporarily appointed Director with the right to vote in place of the Director so relieved of his/her duties.

b. Further, the relieved Director shall resume his/her office and duties in the month following the leave of absence. If said Director cannot continue for any reason, his/her office shall automatically be relinquished and paragraph 3 above shall be invoked.

## **ARTICLE XII REMOVAL FROM OFFICE**

1. Officers or Directors may be removed from office under the following procedures:

a. A petition signed by 50% of the homeowners of Vanguard Village in good standing shall be presented to the Board of Directors.

b. The President shall call a special meeting of the general membership within thirty (30) days, (or the Vice-president if the situation so warrants), for discussion and vote on the petition and if two thirds of the total membership present at the meeting and in good standing vote, by closed ballot, for or against removal, its decision shall govern.

2. Should an officer or director be removed from office, the procedure for replacement of vacancies set forth in Article XI, paragraphs 1, 2, and 3 shall prevail.

3. Should any officer or other member of the Board of Directors become in arrears in payment of his/her maintenance assessments for two (2) months, he/she may be removed at the discretion of the Board of Directors, without the necessity of petition or vote of the membership as set forth in Article XII, paragraph 1, subparagraphs 'a' and 'b' hereinabove.

### **ARTICLE XIII THE AUDITING COMMITTEE**

1. The Auditing Committee shall consist of not less than two (2) qualified persons, not members of the Board of Directors, appointed by the President and approved by the Board of Directors.

2. The Auditing Committee shall audit the Treasurer's books annually and render a report to the President and the Board of Directors as set forth in Article VI, paragraph 4, subparagraph 'k'.

### **ARTICLE XIV THE NOMINATING COMMITTEE**

1. The Nominating Committee shall consist of a Chairperson, and shall have no less than five (5) members, all appointed by the President and approved by the Board of Directors, not later than August 1<sup>st</sup>.

a. No member of the Nominating Committee, or his/her spouse, shall be a member of the Board of Directors.

b. Any bona fide member of Vanguard Village Homeowner's Association may present his name to the Chairperson of the Nominating Committee, as a candidate for the office of his choice.

2. The Nominating Committee shall present the names of the candidates at the October general membership meeting. Additional nominations may be made from the floor.

3. A motion to close nominations shall not be entertained to put to a vote until the President is satisfied that no other nominations will be made.

4. Any homeowner of Vanguard Village, on a full maintenance program, with all assessments paid up to date, shall be eligible to hold elective office.

5. The Chairperson of the Nominating Committee shall prepare printed ballots, subject to the provisions of Section 7 of this Article, listing the names of all nominated candidates in alphabetical order, showing each candidate's choice of office. No other information may appear on the ballot.

6. A copy of the ballot prepared by the Nominating Committee must appear on the Bulletin Board in the Clubhouse no later than October 31, prior to the official election date. A copy of the ballot approved by the Nominating Committee must also appear in the November issue of *The Village Voice*.

7. Any withdrawal of candidacy must be made in writing to the Chairperson of the Nominating Committee no later than November 10, after which date, the ballot will officially be fixed, and ordered to be printed for the upcoming election.

## **ARTICLE XV THE ELECTION BOARD**

The Election Board shall:

1. Consist of a Chairperson, and have not less than five (5) members, all appointed by the President and approved by the Board of Directors.

a. No members of the Board of Directors or his/her spouse shall be a member of the Election Board.

2. Have the Chairperson available to the Election Board during voting hours on election day.

3. Conduct the election by closed ballot at the Clubhouse and shall designate the date in November and the hours of voting.

4. Count the ballots at the completion of voting under the supervision of the Election Board Chairperson, and post the results on the Maintenance bulletin board immediately.

a. The candidate receiving the greater number of votes for each office shall be deemed elected.

b. The official results of the voting shall be announced by the Chairperson of the Election Board at the December meeting.

5. Mail Absentee ballots upon request, when such request is accompanied by a self-addressed, stamped envelope, with sufficient postage to be sent "Certified Mail". The Chairperson of the Election Board will include in the Certified Mail envelope a "Vanguard Village" envelope addressed to himself, a ballot and a special inner envelope bearing the inscription "Absentee Ballot". The completed ballot should then be placed in a special envelope and sealed, with no identifying marks placed thereon. This special envelope should be enclosed in the Vanguard Village

envelope and mailed to the Election Board Chairperson, and must be received by his/her by the date set for the election.

a. In the event a qualified homeowner who is incapacitated or leaving shortly before the day set of the election, requests an Absentee Ballot, he/she shall sign the voter registration book and indicate therein that an Absentee Ballot was delivered to him/her.

b. Any Absentee Ballot delivered by hand by the homeowner to the Clubhouse or to the Chairperson of the Election Board, shall be in a sealed envelope with the signature of the homeowner across the flap of the envelope, sealed, with the completed ballot enclosed in a special inner Absentee Ballot envelope, sealed and unsigned.

c. Under no circumstances should Absentee Ballots be delivered to neighbors for forwarding to absentee residents.

d. All outer envelopes shall be opened in the presence of the Election Board, which will then open the inner special Absentee Ballot envelope for tabulating the votes.

e. Any violation or omission of Absentee Ballot requirements such as set forth in Section 5, 5a, 5b, 5c, or 5d of Article XV will result in an invalid ballot.

#### **ARTICLE XVI VOTING RESTRICTIONS**

1. The Corporation shall have one class of voting membership.

2. When more than one person holds an interest in any house, the vote of each home shall be exercised as the interested parties shall decide among themselves, but in no event shall more than one vote be cast with respect to any home.

#### **ARTICLE XVII FISCAL YEAR**

The fiscal year of the Corporation shall be the calendar year ending on the 31<sup>st</sup> day of December.

#### **ARTICLE XVIII DEED RESTRICTIONS**

The Deed Restrictions for Vanguard Village (Mainlands Section 15) as filed and recorded in Official Records Book 4346, pages 958 thru 966, and as amended in Official Records Book 4370, pages 699 thru 701 and Records Book 5619, pages 511 thru 512 of the Public Records of Broward County, Florida, or as they may be hereafter legally amended, are made part of these By-Laws.

## ARTICLE XIX ASSESSMENTS

1. Members are assessed a maintenance cost, based on the designation of their lot, as it appears on the lot map of Behring Corporation.

2. a. Assessments as of the date of incorporation are as follows:

"J" lots \$31.00 per month

"K" lots \$35.00 per month

"K+" lots \$39.00 per month

"L" lots \$40.00 per month

"L+" lots \$45.00 per month

In addition to the above amounts, each lot shall be assessed to cover payments of both the first and second mortgages, as set forth in Article XXI, below. These mortgage payments shall be kept in a separate and distinct account from other funds.

b. Assessments are based upon the lot designations in Section 2(a), determined at the date of incorporation, and are computed according to the factors listed in Section 2b below. The annual budget, adopted by the Association will be multiplied by these factors to determine the exact amount of the monthly maintenance payment for which each homeowner is responsible.

c. The following are factors referred to in Section 2(b) of this Article:

Lot J .002903 17 lots of this size.

Lot K .003244 35 lots of this size.

Lot K+ .003529 9 lots of this size.

Lot L .003585 91 lots of this size.

Lot L+ .003927 122 lots of this size.

3. Assessments may be increased or decreased at the discretion of the Board of Directors.

4. The owner of record on the first day of the month is responsible for that month's assessment, and in the event of transfer of title, provision must be made for the payment of the assessment, by the owner of record.

5. Refunds of assessments shall be held in abeyance until the homeowner fully pays up all arrears, interest, costs, etc.

6. Monthly assessments for maintenance are due and payable on the first day of each month. A late charge of Twenty Dollars (\$20.00) is due and must be added to the maintenance payment if the said payment is not received by the Treasurer by the tenth (10) day of the month in which the maintenance payment is due. This charge must be added for each overdue monthly maintenance payment. Failure to pay the late fee will result in a lien being placed on the property, and action as described in Article XXII of the By-Laws that addresses non-payment of assessments.

7. A member is in "good standing" provided all assessments are fully paid up to date.

## **ARTICLE XX MAINTENANCE RESPONSIBILITY**

1. No homeowner shall be permitted to provide his own maintenance.

## **ARTICLE XXI MORTGAGE PAYMENTS**

All members are liable for a payment to cover both the first and second mortgages.

## **ARTICLE XXII NO PAYMENT OF ASSESSMENTS AND MORTGAGES**

1. Any member who is in arrears for non-payment of any monthly charges, assessments, and/or mortgage payments for more than one (1) month shall be notified of such delinquency by mail.

2. Any member who is in arrears for non-payment of any monthly charges, assessments, late fee payments as detailed in Article XIX, Section 6, and/or mortgage payments for more than two (2) months, shall be notified by certified mail. If no response is received within ten (10) days, a lien shall be placed on the member's property for all unpaid amounts, plus the accrued penalties as provided herein.

a. Said lien shall also secure reasonable attorney's fees incurred by the Corporation incident to the collection of such unpaid amounts or the enforcement of such lien.

b. Such lien shall continue in effect until all sums secured by the lien shall have been fully paid, and shall bear interest at not more than the maximum permissible rate, at the discretion of the Board of Directors, from the date of recording in Broward County until paid.

c. Upon full payment of the lien, attorney's fees, and interest, the members shall be entitled to a recordable satisfaction of lien.

d. If any member of the Association is in arrears for three (3) months, non-payment of assessments, charges, and/or mortgage payments, the Corporation shall have the right to enter a foreclosure suit to recover a judgment for the total arrears, attorney's fees, interest, and all court costs, as ruled by the Supreme Court of the State of Florida.

e. This suit may be maintained without the waiving of the lien securing the same.

### **ARTICLE XXIII MEMBERSHIP MEETINGS**

1. Regular meetings of the General Membership of the Association will be held on the third Tuesday of the month at 7:30 P.M. There will be four (4) regularly scheduled General Membership meetings per year, the first as designated in Item #2 below, and three (3) other General Meetings to be held quarterly. Other General Meetings may be called as specified in Item #3 below, at any time.

2. The Annual Meeting shall be held on the third Tuesday in January of each year.

3. Special meetings may be held at the call of the President of the Corporation, or upon written request setting forth the specific purpose, addressed to the Secretary of the Corporation, and signed by at least three (3) members of the Board of Directors, or a similar written request signed by at least twenty (20) eligible homeowners entitled to vote at a meeting. The Special meeting must be called within thirty (30) days of receipt of the written request.

4. At least one (1) week prior to the special meeting, notice of such meeting and its purpose shall be transmitted to each home owner.

5. The presence of fifty (50) eligible members shall constitute a quorum for the holding of any meeting.

a. A quorum shall be determined by the signatures obtained from homeowners when entering the Clubhouse, for the purpose of conducting a roll-call vote.

b. If such quorum shall not be present at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, until a quorum shall be present.

c. At each adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called.

6. The act of a majority, when such quorum is present, shall be the act of the total membership, except as otherwise provided in these By-Laws.

7. Closed ballots shall be used, if recommended by the President, or requested by twenty (20) or more homeowners.

#### **ARTICLE XXIV CONDUCT OF MEETINGS**

1. Meetings shall be conducted according to "Roberts Rules of Order" insofar as they do not conflict with the By-Laws of this Corporation.

2. Motions or resolutions presented by the Board of Directors shall be discussed and acted upon by the general membership.

3. Members shall not speak on any subject for more than three (3) minutes, except by permission of the President, obtained prior to the meeting date.

4. Members shall not be permitted to speak more than once on any one subject except by permission of the President and then only for rebuttal.

5. Meetings shall be conducted with patience, dignity, and decorum, and the rights and opinions of all respected.

#### **ARTICLE XXV AMENDMENTS TO BY-LAWS**

1. A request to amend or change the By-Laws shall be presented in writing to the Board of Directors, for first consideration, who will then present the request to the members at the next general meeting with their recommendations.

2. If carried by a two-thirds vote of the members present, eligible to vote, a motion will be presented at the next general meeting, or at a special meeting called by the President.

3. If voted upon favorably by a simple majority (fifty per-cent (50%) plus one (1) of the members of the Association, eligible to vote, then the amendment will become part of these By-Laws.

4. Any suggested amendments voted down by the membership in accordance with sub-section 2 above, shall not be re-submitted for a period of one year.

5. If necessary, a By-Laws Committee, consisting of five members, one of whom shall be Chairperson, shall be appointed by the Board of Directors. The term of the By-Laws Committee shall be terminated at the end of the year.

#### **ARTICLE XXVI RULES AND REGULATIONS**

1. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management,



and control of the Homeowner's Association, guided by the Deed Restrictions, Articles of Incorporation and these By-Laws of the Association.

2. Rules and Regulations adopted by the Board of Directors at a regularly scheduled meeting, emergency meeting, or special meeting called for that purpose, must be approved by the members of the Association at the next General Meeting, under the provisions of Section XXIII, of the By-Laws of the Association. Rules and Regulations approved will become part of the official documents of the Association.

3. Rules and Regulations are a part of the documents required to be presented to all members of the Homeowner's Association.

## **ARTICLE XXVII NON-PROFIT STATUS**

All transactions of the Vanguard Village #15 Homeowners Maintenance Association, Inc. shall comply with the laws of the State of Florida and of the Government of the United States regulating non-profit organizations.

## **ARTICLE XXVIII EXISTENCE**

This Corporation shall have perpetual existence.

## **ARTICLE XXIX PRECEDENCE OF BY-LAWS**

In all ways, these By-Laws as passed and/or amended by the membership, shall be the governing By-Laws of the entire Vanguard Village #15 Homeowners Maintenance Association, Inc., and shall take precedence over any and all By-Laws drawn up or passed by any other Club or Association within the framework of Vanguard Village #15 Homeowners Maintenance Association, Inc.

## **ARTICLE XXX DISSOLUTION**

In the event of dissolution of the Vanguard Village #15 Homeowners Maintenance Association, Inc. all excess funds will be returned and distributed prorata to all of the members of the Vanguard Village #15 Homeowners Maintenance Association, Inc. who are entitled thereto.

## **ARTICLE XXXI INDEMNIFICATION OF OFFICERS**

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved by reason of his/her being, or having been, a director or officer of this Corporation, or any settlement thereof, whether or not he/she is an officer or director at the time when such

expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## **ARTICLE XXXII FIDELITY BONDS**

The Board of Directors shall obtain adequate fidelity bonds for all officers, directors, and employees of the Corporation who handle or are responsible for Corporation funds. The premiums on such bonds shall constitute a Corporate expense.

## **ARTICLE XXXIII PUBLICATION**

The "Village Voice", a monthly publication of Vanguard Village, shall be considered a legal publication of Vanguard Village, and notices included therein shall be considered to have been legally published.

1. A copy of the Village Voice shall be delivered to each homeowner at his/her residence in Vanguard Village.
2. If requested, a copy of the Village Voice shall be mailed to the homeowner's designated address (or temporary residence). Each homeowner requesting forwarding of the Village Voice shall provide a stamped, self addressed envelope to the office of the Village Voice.
3. The Corporation shall not be responsible for non-delivery or non-notification.

## COMMUNITY RULES AND REGULATIONS

Vanguard Village is a residential community where homes are defined as a "single family dwelling". All residents (owners and others) are required to comply with the Association's governing documents; the Articles of Incorporation, the Declaration of Restrictions, and the By Laws. The following Rules and Regulations address issues outlined in those documents:

### I. HOME & LOT MAINTENANCE

A. No trespassing. Each lot is private property and shall be free from people entering without the owners' permission, unless authorized by the Board of Directors, on behalf of the Association. Because yards are considered common areas for purposes of Association required maintenance, contracted vendors must have access to the property to fulfill those obligations; maintenance of the lawns and the irrigation system, as well as rules violations.

B. No trade, business, or commercial endeavor may be practiced on any lot in Vanguard Village.

C. No signs may be erected in Vanguard Village without prior approval of the Board. Exceptions include temporary, real estate, political and special occasion signs.

D. All driveways must be kept clean and well maintained. No graveled or black-topped driveways are allowed in Vanguard Village.

E. All trash receptacles shall be stored away from public view.

F. All lawns shall be free of trash, debris, etc.

G. All exterior surfaces of homes shall be well maintained; including painting, cleaning, and necessary repairs as required.

H. All landscaping shall be maintained (trees, shrubs, etc); including proper pruning, the removal of dead trees, stumps, etc., and the disposal of the resulting debris.

I. No portable buildings or trailers may be placed on a lot, unless it is there temporarily during the course of active construction; no freestanding sheds, storage containers, dumpsters, etc.

### II. VEHICLES

A. Vehicles must be parked on a paved surface; your driveway. Parking on the grass is prohibited and any portion of any vehicle sitting on the grass is a violation. Any vehicle parked on the grass may be towed at the owners' expense.

B. Do not park your own vehicles, nor allow visitors to park vehicles on neighbors' property, without prior permission.

C. Commercial or recreational vehicles of any size, boats and boat trailers, can not be parked in plain sight anywhere in Vanguard Village. If it fits in your garage, that's

fine. The Board of Directors is willing to review individual written requests for an exception due to extraordinary circumstances; i.e. catastrophic events.

- D. All visible vehicles must be operable, with a valid registration tag. Minor mechanical repairs must be completed within a reasonable amount of time; i.e 48 hours.
- E. For temporary parking of vehicles at the clubhouse, members can request a Parking Authorization Form from the property management company. The clubhouse is private property, and if you park without authorization, the vehicle may be ticketed or towed at the owners' expense.

### III. POOL RULES.

- A. Children under the age of 12 years must be accompanied by an adult at all times.  
**THERE IS NO LIFEGUARD, SO YOU MUST BE RESPONSIBLE FOR THE SAFETY OF YOUR CHILDREN.**
- B. All members must shower before entering the pool. Appropriate swim attire required. No one of any age, wearing diapers, is permitted in the pool.
- C. The following is prohibited in the pool area:
  - \*No glassware; for eating or drinking; plastic containers only, limited to use outside the four (4) foot wide restricted pool deck area around the pool.
  - \*No cooking
  - \*No animals
  - \*No skating, skate boarding or bicycling, etc.
- D. For the protection of all pool users and to be considerate to everyone:
  - \* No diving
  - \* No running or boisterous activities in or around the pool.
  - \* Flotation devices should be limited to things such as water wings for child safety, water weights for exercising, and Styrofoam tubes, commonly referred to as noodles.
- E. Pool hours are between 7:30 a.m. & 11:00 p.m. except under unusual circumstances as may be determined by the Board.

### IV. COMMUNITY RULES

- A. All dogs shall be kept on a leash, securely under the owner's control and the owner will be responsible for the removal of their pet's excrement.
- B. Keep the noise levels down between 11:00 p.m. and 7:00 a.m.; including vehicles, machinery, and electronic equipment. An exception would be the use of generators after a catastrophic event.
- C. All private clubhouse events and activities must be scheduled through the property management company and are subject to the rules outlined in the Clubhouse Usage Agreement. Other activities scheduled for the clubhouse must be open to all members of the Association.
- D. If the Board or the Property Manager determines a member is guilty of violating any of the covenants contained in the documents or any of the rules & regulations contained herein, they

will be sent a courtesy letter describing the infraction. It will advise the owner to correct the problem within a given period of time, depending on the violation, and encourage them to contact the property manager regarding the issue. Non-compliance or non-response will result in a second letter of notification through registered mail. Further non-response will result in the Association using all options available to try to enforce compliance.

E. When listing your property for sale or lease, please notify the Association by contacting our property management company.

- \* If the transfer of property is a sale, the Association must be provided a copy of the recorded title of the new owner; send it to the management company.

- \* If the transfer of property is a lease or other contract, please provide a copy of the contract to the management company, so we have contact information. The owner remains responsible for compliance to Association Rules & Regulations for the tenants.

- \* Upon sale or lease of a property, our Welcoming Committee will meet with prospective residents, new owners or others, to provide information and assistance.

## V. ARCHITECTURAL CHANGES

A. All changes to the exteriors of homes and/or lots, including expansion of driveways and installation of a fence must be approved by the Board of Directors, through the Architectural Review process, in addition to the City of Tamarac, through the Building Department permit process. The Architectural Change Application is available upon request. All documents included with the application for an architectural change will become part of the permanent records of the Vanguard Village Homeowners Association.

B. Fences in Vanguard Village must comply with the following standards:

1. No fences of any kind may be erected in the "front yard area" of any lot, or for those homes with a corner lot, that includes the side of the property adjacent to the street.
2. No fence may extend beyond the side property line as defined on the official property survey except for corner lots, lots on a cul-de-sac, and other pie shaped lots, where they cannot extend past the side wall of the home (commonly called the Florida room).
3. Maximum height is 8 ft.
4. No fence may be erected within twelve (12) feet of a canal. There must be a minimum of four (4) feet between the fence and the easement at the rear of the property, if not on a canal.
5. No new chain link fences will be allowed.

C. In the event any architectural application is not approved by the Board of Directors, the applicant may apply for approval at a meeting of the General Membership of the Association. Upon a favorable vote by a majority of the membership where a quorum is present, the Board of Directors must grant approval of the applicant's request.