

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR WESTLAKE HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 16 day of February, 2016, by WESTLAKE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of Westlake Homeowners Association in accordance with the Declaration of Restrictions and related documents which were recorded in the Official Records in Book 16279 Page 541 of the Public Records of Broward County, Florida, and as subsequently amended; and,

WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors of the Association held on this 16 day of February, 2016, at which a quorum of the owners were present in person or by proxy and a quorum of Directors were present in person, the attached amendments to the Declaration of Restrictions and By-Laws were submitted to the owners and Directors for their consideration and vote; and

WHEREAS, the attached amendments to the Declaration of Restrictions was approved by not less than a majority of the membership; and

NOW, THEREFORE, the President and Secretary of the Association do hereby state and certify the following:

1. That the referenced special members meeting of the Association was duly noticed and held in accordance with the Association's by-laws and the requirements of Chapter 720, Florida Statutes, for the purpose of amending the Declaration of Restrictions; and
2. That at said special meeting, the membership meeting voted in the affirmative to adopt the attached amendments to the Declaration of Restrictions and By-Laws a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which were approved and adopted in accordance with the terms and provisions of said declaration and by-laws.

IN WITNESS WHEREOF, the undersigned have set hands and seal this 16 day of February 2016.

Witness

By: Stephanie Cox
Print: STEPHANIE COX

WESTLAKE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Print: ABEL A. RAMIREZ

By: Donna Ramirez
Print: DONNA RAMIREZ
Title: President

By: Stephanie Cox
Print: STEPHANIE COX

By: [Signature]
Print: Xiomara Ottavoglio
Title: Secretary

By: [Signature]
Print: ABEL A. RAMIREZ

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of February 2016 by DONNA RAMIREZ as PRESIDENT and by XIOMARA OTTAVOGGIO as SECRETARY, respectively of Westlake Homeowners Association, Inc. a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced identification and did/did not take an oath _____ as

[Signature]
Signature of Notary

My commission expires:



ARLENE BARNETT
MY COMMISSION # EE 958826
EXPIRES: March 2, 2018
Grounds Trust Budget Notary Services

EXHIBIT "A"

(Deletions indicated by ~~strikeout~~, additions by underlining)

(1) Amendment to Article VI Section 6 of the Declaration

6. Subordination of the Lien to Mortgages. The lien of any bona fide first mortgage excluding purchase money mortgages to persons or entities other than declarant. Sale or transfer of any Lot shall not affect the assessment lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Lot pursuant to a foreclosure of a bona fide first mortgage, in which event, where a first mortgagee of record obtains title to a Lot pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof in accordance with the provisions of Chapter 720, Florida Statutes. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as part of Common Expenses included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. However in the event of a sale or transfer of any Lot pursuant to the foreclosure of such a first mortgage, or any proceeding in lieu thereof, such assessments which became due prior to such sale or transfer shall be deemed void unless the assessment is secured by a Notice of Lien recorded in the Public Records prior to the recording of the subject mortgage. In the event the mortgagee accepts a Deed in Lieu of Foreclosure, then as regarding said property in which the Deed is accepted in lieu of foreclosure, the assessment lien, whether recorded or unrecorded shall be deemed extinguished. Said lien shall further be extinguished in the event the mortgagee is required to foreclose with respect to said property. With regard to any other sale or transfer, same shall not relieve the new lot owner for any liability for any assessment thereafter becoming due or from the lien thereof. Nothing herein shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection by other means.

The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the Lot. Any person, corporation or other entity who acquires a Lot, including, without limitation, those acquiring title by sale, gift, devise, operation of law or by purchase at a judicial, mortgage foreclosure or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the Unit or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies have been paid in full.

(2) Amendment to Article XV Section 21 of the Declaration.

21. Disapproval of Transfer for Good Cause.

The Board of Directors shall have the right to disapprove a proposed sale by majority vote for good cause as defined below. In the event of disapproval, the Association shall be under no obligation to furnish an alternate purchaser.

Any one or more of the following factors may be deemed to constitute good cause for disapproval:

The person(s) seeking approval (which shall include all proposed occupants) has been convicted of a crime involving physical violence, theft or dishonesty; or

The person(s) seeking approval has a credit score below 650 or other indicia of financial irresponsibility, including without limitation, foreclosures or bad debts; or

The prospective purchaser takes possession of the premises prior to receiving approval from the Association; or

The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities, or by conduct in this Association as a tenant, unit owner or occupant of another property; or

The person(s) seeking approval failed to provide the requested documentation or information to the Association, or to pay the required fee or to appear at the screening in a timely manner; or

The person(s) seeking approval gave false or misleading information to the Association; or;

Maintenance or special assessments or any other sums due to the Association for unpaid fines or otherwise have not been paid in full, provided that the Association may grant conditional approval subject to receipt of payment of all outstanding sums at the time of closing of the sale.

Each applicant shall pay the Association a transfer fee as provided for under Florida

Except as proposed above, all other terms and conditions and the remainder of the Declaration of Restrictions shall remain unchanged and in full force and effect.

CFN # 104450493, OR BK 38451 Page 706, Page 1 of 2, Recorded 10/29/2004 at 02:31 PM, Broward County Commission, Deputy Clerk 3075

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CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS OF
WESTLAKE VILLAS, INC. (WESTLAKE HOMEOWNERS ASSOCIATION, INC.)

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

This Certificate of Amendment is executed this 28th day of September 2004, by WESTLAKE VILLAS, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original Declaration of Restrictions is recorded in the official records of Broward County in OR Book 16279 at page 541. The following amendment to Article XV ("Prohibited Uses") of the Declaration was duly adopted pursuant to the requirements of article XVI of the Declaration at the ASSOCIATION'S Special Members' Meeting on July 12, 2004 (a new section 21 was added):

"Section 21. Prohibition of Lease Agreements. In order to assure a community of congenial Unit Owners, to protect the value of the Units, and to avoid the decline in property values that often results when a community contains rental units, the new leasing of Units is prohibited from the effective date of this amendment. Any lease in effect at the time this amendment is recorded will not be affected; any such lease may continue until the Tenant chooses to leave the Unit. Once the tenant leaves, his landlord cannot ever lease the unit again."

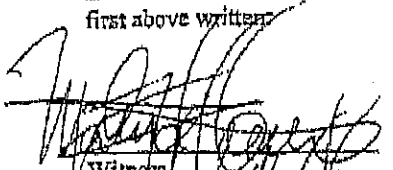

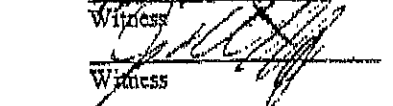
Notwithstanding the foregoing, certain relatives of Unit Owners may reside in the units and will not be deemed tenants, as long as their relationship to the Owner is verifiable and verified, and as long as the relationship is that of mother, father, son, daughter, brother or sister. Failure to provide the Association with the verification needed to exempt the relatives from the terms of this provision may result in the classification of the relatives as tenants, with all the consequences that may naturally flow from that classification. These consequences include, but are not limited to: Filing Suits for Injunctive Relief seeking entry of an order compelling the occupant's removal, or an action for eviction of the occupant in which the Association stands in the shoes of the Unit Owner and directly evicts the occupants. Further consequences include an award to the Association of all court costs and attorney's fees it incurs in connection in any pre-litigation matter (such as attorney demand letters) and litigation to enforce this provision."

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.


Witness

Witness

Witness

WESTLAKE VILLAS, ASSOCIATION, INC.

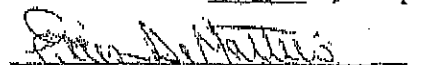
by: 
Jerry Bunin, President

by: 
Andrew Flaxman, Secretary

STATE OF FLORIDA }
 } ss
COUNTY OF BROWARD }

BEFORE ME, the undersigned authority, this day personally appeared JERRY BUNIN, as President, and ANDREW FLAXMAN, as Secretary, of WESTLAKE VILLAS, INC., who are personally known to me to have executed this Certificate of Amendment to the Declaration of Restrictions of the Association in the above capacities.

SWORN TO AND SUBSCRIBED before me this 28th day of September 2004.


NOTARY PUBLIC, STATE OF FLORIDA

my commission expires



Eileen DeMatta
Commission #00173033
Expires: Dec 28, 2005
Bonded Through
Atlantic Bonding Co., Inc.

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DECLARATION OF RESTRICTIONS

THIS DECLARATION made by WESTLAKE VILLAS INC., a Florida Corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Broward County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth;

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WESTLAKE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean a platted lot shown upon the recorded plat of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WESTLAKE VILLAS INC., its specific successors and assigns as set forth in ARTICLE XIII, hereof.

Alan H. Pinkwasser

ATTORNEY AT LAW
2145 N.E. 204th Street
North Miami Beach, Florida 33179

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Section 7. "Articles and By-Laws" It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

ARTICLE II

ANNEXATION

Section 1. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, the lands described in Schedule 1, attached hereto and made a part hereof, consisting of proposed additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. No consent from any other party, including Class A Members, or any mortgagees of any Lots, shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records of Broward County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3) of the vote of the membership in the Association.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association.

(b) Restrictions contained on any and all plats filed separately with respect to all or any part or parts of the property.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure.

(d) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the members, and without prior written consent of Declarant if Declarant is the owner of one or more Lots. Declarant shall have 170 votes with regard to same pursuant to Article XII of Articles of Incorporation.

(f) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Title to Common Areas. At its election, the Developer may retain the legal title to all or any part of the Private Drives and Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Private Drives and Common Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 3. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot except as modified by ARTICLE XII of the Articles of Incorporation where Declarant is entitled to additional 170 votes.

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

CLASS A. Class A members shall be Owners, with the exception of the Declarant, 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 for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member shall be the Declarant and shall be entitled to one hundred and seventy (170) votes. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier:

- (a) Upon the conveyance by Declarant of the 170th Lot which is located within a portion of the Properties; or,
(b) On December 31, 1994.

ARTICLE V

PURPOSE OF ASSESSMENT

The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in WESTLAKE VILLAGE, and in particular for the improvement and maintenance of the Common Areas, and Private Drives for landscaping and for other community improvements on boundaries or in rights of way including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and are undertaken by it.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessment. The Declarant hereby covenants, creates and establishes, and each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE VI and Section 8 of ARTICLE XI regarding an Exemption of Declarant:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(b) Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Lot.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisee, personal representatives, successors and/or assigns.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Lot on the day of the conveyance of title of each Lot by Declarant (unless otherwise specifically set forth in Declarant in such conveyance to the contrary). The annual assessment in effect at that time shall be adjusted according to the number of days remaining in the calendar year after such date. Declarant shall have the option, in its sole discretion, until such time that title to each Lot has been conveyed to a Purchaser, to either: (i) contribute such funds to the extent necessary to pay any difference between annual assessments in effect at the time derived from titled Lots and the actual operating costs of the Association; or (ii) pay the annual assessment in effect at that time for each Lot to which it has not conveyed title.

Section 4. Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot; provided, however that, until such time as the Developer owns no Lots in WESTLAKE VILLAGE, the Developer may elect to have the maintenance costs attributable to the unsold Lots owned by the Developer calculated as follows: the total amounts charged for common expenses to Lot Owners who have taken title to same will be deducted from the total common expenses as incurred by the Association, and the difference shall be the contribution of the

Developer to cover the common expenses for the unsold Lots. Developer's election under this paragraph shall be made prior to the year for which assessments are payable and shall be effective only for the year for which the election is made. In subsequent years, Developer may, at its option make the election provided herein. The decision of Developer to elect or not elect under this Paragraph for any one year shall not affect its right to make the election in future years.

Section 5. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

(a) Annual assessments against the Owners of all of the Lots shall be established after the adoption of an operating budget. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid. When the Developer owns no Lots in WESTLAKE VILLAGE any such assessment shall first be authorized by a vote of two-thirds of the members of the Association.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00 plus interest at the highest maximum permissible rate per annum for individuals beginning from the due date, may be levied by the Board of

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Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property within 30 days after the due date. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of any bona fide first mortgage excluding purchase money mortgages to persons or entities other than Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However in the event of a sale or transfer of any Lot pursuant to the foreclosure of such a first mortgage, or any proceeding in lieu thereof, such assessments which became due prior to such sale or transfer shall be deemed void unless the assessment is secured by a Notice of Lien recorded in the Public Records prior to the recording of the subject mortgage. In the event the mortgagee accepts a Deed in Lieu of Foreclosure, then as regarding said property in which the Deed is accepted in lieu of foreclosure, the assessment lien, whether recorded or unrecorded shall be deemed extinguished. Said lien shall further be extinguished in the event the mortgagee is required to foreclose with respect to said property. With regard to any other sale or transfer, same shall not relieve the new lot owner or the lot owner from liability for any assessment thereafter becoming due or from the lien thereof. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection by means other than foreclosure.

Section 7. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas, Private Drives and;
- (c) All properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

ARTICLE VII

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Areas. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Dwellings and Lots. The Association shall at all times maintain the finished exterior surfaces of the dwelling and other improvements as originally constructed by Declarant, including the exterior walls, or exterior roof, and fences, but specifically excluding all windows and screening. This maintenance obligation pertains only to the exterior surfaces, any maintenance, repairs or replacement or improvements under the exterior surface is the obligation of the Owner thereof. Further the Association shall maintain, repair and replace all landscaped portions of the Lots, all grassed swale areas along road right-of-ways, pool area if any, and building facilities including toilets by pool area, if any, its facilities inclusive of pool pump, if any, electric for pool, if any, water meters, electric meters, street lighting, trash removal, carry general liability insurance on Association areas, maintain water control devices and mechanics titled to the Association, and the sprinkler system and walkways on each Lot, provided, however, as to the area on a Lot, adjacent to a dwelling, which is fenced in as a privacy area, the maintenance obligation shall be the Owner of such Lot, not the Association.

Section 3. Signs. The Association shall have the obligation to maintain the signs to WESTLAKE VILLAGE from public streets. The signs shall be deemed Common Areas.

Section 4. Enclosures, Berms, Walls, etc. All berms, walls and other devices, if any, used to enclose WESTLAKE VILLAGE from adjoining lands and public streets shall be maintained by the Association. To the extent that such berms, walls or other enclosures may encroach over the boundary lines of Lots, such encroachments are hereby permitted and an easement for such encroachment is hereby created. Notwithstanding such possible encroachments, Lot Owners are prohibited from performing any maintenance on such enclosures and are further prohibited from altering, modifying or in any way changing such berms, walls or other devices it being the intention of the Developer that all maintenance be performed in uniform manner exclusively by the Association and that such devices retain a uniform appearance.

Section 5. Private Drives and Common Areas. The Association shall at all times maintain the guest parking spaces and Common Areas in good condition and repair unless same have been dedicated to a governmental authority.

Section 6. Right of Entry by Association. Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit the authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 7. Others. Where reasonably possible, the Association shall also maintain the vegetation and any landscaping upon areas that are not within the Properties but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas within the right-of-way of abutting public streets or roads and areas within drainage canal right-of-way.

ARTICLE VIII

COMMON AREA

Section 1. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit, and every member shall have a right of enjoyment in the Common Area.

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

(a) The right of the Association to establish reasonable rules and regulations for the use of the common areas;

(b) The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his unit remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the rules and regulations.

(c) The right of the Association to mortgage any or all of the facilities constructed on the common area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Developer and of fifty-one percent (51%) of the votes of the owners who are voting in person

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or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

(d) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one (51%) percent of the Owners, agreeing to such dedication or transfer, has been recorded except the water, sewer and storm drainage systems which have already been agreed to be dedicated to the City of Tamarac.

Section 3. Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the rules and regulations.

Section 4. Damage or Destruction of Common Area by Owner. In the event any common area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damages area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the unit as provided herein.

Section 5. Title to Common Area. The Declarant may retain the legal title to the common area or portion thereof until such time as it has completed improvements on the properties, but notwithstanding any provisions hereto, the Declarant hereby covenants that it shall convey the common area and portions hereof to the Association, free and clear of all liens and financial encumbrances not later than the completion and sale of the last unit. Members shall have all the rights and obligations imposed by the Declaration with respect to such common area.

Section 6. Each lot owner shall give to the Association an easement to their property to perform any covenant herein.

ARTICLE IX

MAINTENANCE OBLIGATION OF LOT OWNERS

Section 1. Owner's Responsibility. Each Lot owner is responsible for the repair, maintenance and/or replacement at his expense for all portions of the dwelling and other improvements constructed on his Lot which are not to be maintained by the

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Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense the roof and all structural, electrical, mechanical and plumbing elements thereof, excluding the maintenance of the exterior surface thereof, the maintenance of which is the responsibility of the Association in accordance with the provisions hereinabove provided.

Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls, (except for windows and screens) roof or fence located on a Lot and planting of additional landscaping except within the fenced area.

Section 2. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this Article IX; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized modifications or additions to his dwelling or to any other portion of his Lot which violates ARTICLE VIII or IX or the provisions of ARTICLE XI.

The Association, after approval by two-thirds (2/3) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized modifications or additions. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Lot is subject.

ARTICLE X

EASEMENT FOR ENCROACHMENTS

In the event that any dwelling or other improvement upon a Lot shall encroach upon any other Lot or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist. The same shall apply to parking spaces for each lot

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, swimming pool area, aerial, antenna, sewer, drain disposal system, paving, retaining wall or other structure of any kind be erected, constructed, placed or maintained on the Property, nor shall any alteration, addition, changing, repairing, remodeling, or adding to the exterior thereof or to the landscaping (except for the privacy area) be made, unless prior to the commencement of any construction, excavation, or other work, two sets of complete plans and specifications therefor, including front, side and rear elevations and floor plans for each floor and basement, and two plot plans indicating and fixing the exact location of such structures or such altered structure on the Lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and approved in writing by an Architectural Committee.

Section 2. Membership to Committee. The Architectural Committee shall consist of the following:

WILLIAM KRAUT

ALAN PINKWASSER

In the event of the resignation, failure, refusal or inability of any member to act, and in the event Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Criteria.

(a) The Architectural Control Committee shall adopt criteria from time to time for making decisions relating to approval or disapproval of Plans submitted. Such criteria may be amended from time to time by the Architectural control Committee. Each Lot Owner, his heirs, successors and assigns, (by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed or other conveyance) shall be bound by such criteria or any amendments or revisions thereof, notwithstanding the fact that such criteria, amendments or revisions are adopted after the Lot Owner purchases his Lot.

(b) Such criteria may include but shall not be limited to considerations as to size, style, color, conformity of design, location, relationship with surrounding structures, impact on neighboring Lots, aesthetic qualities and quality of construction.

(c) It is intended that the Architectural Control Committee have flexibility in determining criteria based on the existing structures at the time the members of the Architectural Control Committee are sitting; provided, however, that no amendments or revision of the criteria shall be applicable to a

request for approval of an addition, change, improvement or alteration received by the Architectural Control Committee prior to the adoption of such amendment or revision.

(d) All submissions to the Architectural Control Committee shall be considered on an individual basis. The fact that an identical or similar submission may have been approved or disapproved by the Architectural Control Committee may be considered by the Architectural Control Committee but such prior determination shall not be binding on the Architectural Control Committee with respect to its decision on any pending submission.

(e) All plans must be approved by all Governmental Authorities including the City of Tamarac.

Section 4. Endorsement of Plans. Approval of plans, specifications and location of buildings by the Architectural Control Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

Section 5. Construction to be in Conformance With Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee. Upon completion of the improvements or alterations, the Lot Owner shall give written notice of said completion to the Architectural Committee.

Section 6. Deemed Approval.

(a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alternation shall be deemed to comply with all of the provisions of this ARTICLE XI unless notice to the contrary shall have been recorded in the office of the Clerk of the Circuit Court, in and for Broward County, Florida, or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the architectural Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

Section 7. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 8. Declarant Exempt. The Declarant and Lots owned by Declarant shall be exempt from the application of this ARTICLE XI and Declarant therefore is not obligated to comply with the provisions hereof.

Section 9. Compliance with Law. Even though such addition, change, improvements or alteration has been approved, it shall conform to the applicable laws and codes then in effect promulgated by the City of Tamarac or Broward County, Florida or its successors.

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SECTION XII

RIGHTS OF DECLARANT

Section 1. Sales Office. For as long as the Declarant owns any property affected by this Declaration, the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, employees in the offices, use the Common Area and show unsold dwellings. sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress and for drainage and utilities service over, upon and the Properties, so long as any said easements do not run under any residences on the Lots nor interfere with the intended uses of any portion of the Properties.

ARTICLE XIII

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Broward County, Florida.

ARTICLE XIV

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RULES, REGULATIONS AND RESTRICTIONS

Section 1. Rules and Regulations. Every Owner's use and enjoyment of his Lot shall be subject to such rules, regulations and restrictions as are adopted by the Board of Directors of the Association with respect to the use by an Owner of his Lot.

Section 2. Restrictions; Covenants Running with the Land. The agreements, covenants, and conditions and restrictions set forth in the attached Exhibit are incorporated herein and made a part hereof as if fully set forth herein and shall constitute an easement and servitude in and upon the lands described in ARTICLE I and every part thereof and they shall run with the land and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owner(s) and failure to enforce any building restrictions, covenants, conditions, obligations, reservations, rights, powers, or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of Developer and/or Association with respect to parties aggrieved by such failure.

Section 3. Remedies for Violation. Violation or breach of any condition, restriction or covenant herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions, or covenants and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or Association in seeking such enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 4. Transaction of Business by Developer. Notwithstanding any other provision in this Declaration, the Developer is irrevocably empowered to sell, lease, or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lots. The Developer shall have the right to transact any business necessary to consummate sales of said Lots, including but not limited to the right to maintain and use models and sales areas, have signs, have employees in the offices, use the Private Drives, Common Areas and Lakes, and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of the Developer.

ARTICLE XV

PROHIBITED USES

Section 1. No Owner, lessee, their guests or visitors shall make or permit any disturbances that will interfere with the rights, comforts or conveniences of others.

Section 2. All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for depositing his garbage and trash in receptacles as required by the City of Tamarac. For sanitary reasons, all trash and garbage shall be in plastic bags and tied securely.

Section 3. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed. No building can exceed one-story in height.

Section 4. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Lot; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Lot and shall be walked only on areas designated for pets by the Board of directors, if any.

Section 5. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

Section 6. Except in the Common Area, no swimming pool or appurtenant pump house shall be constructed, or erected.

Section 7. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties, Lots of Common Area except on the surfaced parking area of the Common Area. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc. No vehicle with a commercial license or advertisement for business can be parked on the property.

Section 8. No outdoor clothes drying shall be allowed. No exposed antennas shall be allowed.

Section 9. Unit owners may install hurricane shutters, however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and can be completely removed thereafter. The aforesaid is subject to the requirements of Article XI herein.

Section 10. No signs shall be placed, erected or displayed

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on any exterior portion of the dwelling, courtyard, or window or dwelling. An area within the recreation area shall be provided for posting such notices.

Section 11. No trade or business shall be conducted, nor any commercial use made of any residential Lot.

Section 12. No solicitors permitted on the property.

Section 13. No elevations of the Lots can be modified in WESTLAKE VILLAGE.

Section 14. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 15. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof.

Section 16. No offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdictions shall be strictly observed.

Section 17. No television or radio masts, towers, poles antennas, aerials, or appurtenances may be erected, constructed or maintained.

Section 18. The following restrictions set forth in this ARTICLE XV shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties; Sections: Sections 1,2,3,7,10,11,13,14,15 and 17.

Section 19. All mortgagees of unit owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all units upon which they have a mortgage loan.

Section 20. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding

anything to the contrary contained in this paragraph, no sewers, electrical lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Declarant. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association PROVIDED that for a period of three (3) years commencing from the recording of this Declaration in the Public Records of Broward County, Florida the Declarant's written consent must first be obtained. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the

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Properties filed in the Public Records of Broward County, Florida may be vacated in whole or part unless the entire plat is vacated.

ARTICLE XVII

COMMON PROPERTY REAL ESTATE TAXES

The Association shall be billed annually by the Broward County Tax Collector's office for the real estate tax on the property owned by the Association. Each Unit Owner shall be responsible for an equal share of that tax. The Association shall bill each unit Owner for his equal share of the total bill. The bill from the Association must be paid within thirty (30) days from its date. If it is not paid within thirty (30) days, interest shall be charged at the rate of eighteen (18%) percent per annum from its date until paid. The Association shall have the right to pay the unit Owners share of the tax and to file a lien against the property of such unit Owner who shall fail to make the required payment. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of the bill or enforcement of the lien.

ARTICLE XVIII

ARBITRATION

In the event of any dispute arising under any provisions herein, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

ARTICLE XIX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings (including fences, if any) upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Lots abutting same.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Lot shall contribute equally to pay such excess without prejudice, however, to the right of any such Owner to call

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for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Rights to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of this Article, any other affected Owner is entitled to file a lien in the public Records or the Lot of the defaulting Owner in the amount of such share plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage.

ARTICLE XX MISCELLANEOUS

Section 1. It is acknowledged that the Lake and Recreation area and part of the parking area will be dedicated to the Association in perpetuity for its members.

Section 2. The Declarant, WESTLAKE VILLAS INC. reserves unto itself a non-exclusive easement for ingress and egress upon the property and reserves the right to grant a non-exclusive easement for ingress and egress to others upon said property and further reserves the right unto itself, its' successors, assigns, mortgagees, licensees and franchisees to use any portion of said property for the installation and maintenance of drainage easements, public and or private utilities, including but not limited to water, sewer, gas, electric, telephone, cable T.V., and other purposes which will not permanently affect the use of the property for its' intended purposes as well as the whole subdivision when it is necessary.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 29 day of March 1988.

WESTLAKE VILLAS INC.

by President

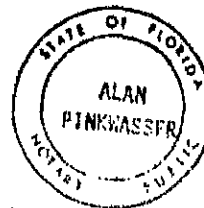
STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

Before me personally appeared WILLIAM KRAUT, as President of WESTLAKE VILLAS INC., to me well known and known to me to be the individual described herein and who executed the foregoing instrument as President of said Corporation, and he acknowledged to and before me that he executed such instrument as such President of said Corporation and that the seal affixed 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 39 day of 1988.

Notary Public

My Commission Expires:



NY COMM EXP JULY 21, 1990

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLA.
L. A. HESTER
COUNTY ADMINISTRATOR

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REF 6279PG0561

LEGAL DESCRIPTION

MEMO: Legibility of writing
typewritten or printing unsatisfactory in
this document when microfilmed.

A PORTION OF THE PLAT OF "SPRINGLAKE II", AS RECORDED IN PLAT BOOK 109, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST (N.W.) CORNER OF SAID PLAT; THENCE N.75°45'15"E., A DISTANCE OF 269.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1673.26 FEET AND A CENTRAL ANGLE OF 34°32'26", A DISTANCE OF 1008.72 FEET TO THE POINT OF TANGENCY; THENCE S.69°42'19"E., A DISTANCE OF 285.00 FEET; THENCE S.24°42'19"E., A DISTANCE OF 35.36 FEET; THENCE S.17°20'41"W.; A DISTANCE OF 85.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 730.00 FEET AND A CENTRAL ANGLE OF 27°02'14", A DISTANCE OF 344.48 FEET TO THE POINT OF TANGENCY; THENCE S.47°19'55"W., A DISTANCE OF 130.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 790.00 FEET AND A CENTRAL ANGLE OF 11°13'21", A DISTANCE OF 154.75 FEET (THE PRECEDING EIGHT (8) LINES BEING COINCIDENT WITH THE NORTHERLY AND EASTERLY LINES OF SAID PLAT); THENCE S.79°10'26"W., A DISTANCE OF 34.14 FEET; THENCE N.57°45'39"W. ALONG THE SOUTHERLY LINE OF LOT 42, BLOCK 1 OF SAID PLAT AND IT'S EXTENSION THEREOF, A DISTANCE OF 126.38 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE RIGHT AT WHICH THE RADIUS BEARS S.55°55'55"E., SAID POINT ALSO LYING ON THE EASTERLY LINE OF PARCEL "A" OF SAID PLAT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 940.00 FEET AND A CENTRAL ANGLE OF 03°23'00", A DISTANCE OF 55.51 FEET; THENCE N.58°00'00"W. ALONG A NON-RADIAL LINE, A DISTANCE OF 106.06 FEET; THENCE N.73°00'00"W., A DISTANCE OF 100.56 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE N.36°42'17"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 111.77 FEET TO THE NORTHEAST (N.E.) CORNER OF PARCEL "B" OF SAID PLAT, SAID POINT ALSO LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS BEARS S.10°40'32"W.; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1173.26 FEET AND A CENTRAL ANGLE OF 29°13'47", A DISTANCE OF 598.54 FEET; THENCE S.06°12'12"E. ALONG A NON-RADIAL LINE, A DISTANCE OF 132.49 FEET; THENCE S.83°47'48"W., A DISTANCE OF 100.00 FEET; THENCE S.06°12'12"E., A DISTANCE OF 33.08 FEET (THE PRECEDING FOUR (4) COURSES BEING ALONG THE NORTHERLY AND WESTERLY LINE OF SAID PARCEL "B"); THENCE S.88°25'20"W., A DISTANCE OF 50.16 FEET; THENCE S.83°47'48"W., A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE WEST LINE OF AFORESAID PLAT

, THENCE N.06°12'12"W.

ALONG SAID WEST LINE, A DISTANCE OF 635.42 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL OF PARCEL "B" OF THE AFOREMENTIONED PLAT OF "SPRINGLAKE II".

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 21.751 ACRES, MORE OR LESS.

BK 17561 PG 0735

BY-LAWS
OF
WESTLAKE HOMEOWNERS ASSOCIATION INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is WESTLAKE HOMEOWNERS ASSOCIATION INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 2145 N.E. 204th Street, North Miami Beach, Florida 33179 but meetings of members and Directors may be held at such places within the State of Florida, County of Broward as may be designated by the Board of Directors.

ARTICLE II
IDENTITY

OFFICIAL COPY

These are the By-Laws of the WESTLAKE HOMEOWNERS ASSOCIATION INC., hereinafter called the "Association" in these By-Laws, a Corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 17th day of December, 1987. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in Broward County, Florida which lands, and personal property are to be used in common by the members of the WESTLAKE HOMEOWNERS ASSOCIATION INC., which members shall all be property owners at WESTLAKE VILLAGE. Such operation by the Association shall include the management of WESTLAKE VILLAGE in keeping with the terms and conditions as set forth in the Declaration of Covenants, enforcement of such covenants, conditions and restrictions.

Section 1. The fiscal year of the Association shall be the calendar year unless changed by the Board of Directors.

Section 2. The seal of the Association shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows: WESTLAKE HOMEOWNERS ASSOCIATION INC.

ARTICLE III

DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions to which these By-Laws are attached as Exhibit "C" and recorded in the Public Records of Broward County, Florida, are incorporated herein be reference and made a part hereof.

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ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the directing of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Included in determining the above is Class A members and Class B shall be deemed a member with 170 votes for determining a quorum pursuant to ARTICLE XII of the ARTICLES OF INCORPORATION.

Section 5. Voting

(a) In any meeting of members the Owners of units shall be entitled to cast one (1) vote as the owner of a unit, unless the decision to be made is elsewhere required to be determined in another manner. This is modified specifically by ARTICLE XII of the ARTICLES OF INCORPORATION as Class B shall be deemed a member and owner of 170 Units pursuant to said ARTICLE.

(b) If a unit is owned by one (1) person his right to vote shall be established by the record title to his unit. If any unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of

the unit and filed with the Secretary of the Association. If a unit is owned by a Corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate designating the person entitled to cast the vote of a unit may be revoked by the Owner of a unit. If such a certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum or for any other purpose.

Section 6. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy may adjourn the meeting from time to time until a quorum is present.

Section 7. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- a. Election of chairman of the meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of elections.
- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

Section 2. Term of Office. The first election of Directors shall be held within thirty (30) days after Class B membership ceases, as provided in ARTICLE VII of the Articles of Incorporation

at a meeting of the members called for that purposed. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at the meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the board of Directors shall be held every three (3) months without notice, at such place and hour as may be fixed, from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 3. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. The presiding officer of Director's meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their members to preside.

Section 6. The order of business at Directors' meetings shall be:

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Electing of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

Section 7. Directors fees if any, shall be determined by the members.

Section 8. Special Meetings. Special meetings of the Board

of Directors shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 9. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to the following:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers.

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Lot and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability, hazard, property and/or casualty insurance on property owned by the Association and as required by the Declaration.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time

specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows;

PRESIDENT

(a) The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget

and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessments which are not paid fifteen (15) days after the due date, a late fee of \$25.00 plus interest at the highest maximum permissible rate per annum for individuals, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment within thirty (30) days after the due date. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot

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ARTICLE XIII

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriated, all of which expenditures shall be common expenses:

(1) Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, for additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(2) Reserve for deferred maintenance which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterment which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common facilities.

B. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) Current expenses.

(2) Reserve for deferred maintenance.

(3) Reserve for replacement.

(4) Betterment which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand (\$1,000.00) Dollars shall be

expended for a single item or for a single purpose without approval of the members of the Association.

(5) Operation, the amount of which may be to provide a working fund or to meet losses.

(6) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than two-thirds (2/3) of the votes of the entire membership of the Association; and further provided, that until the Declarant has completed all of the contemplated improvements and closed the sales of all units at WESTLAKE VILLAGE or until the Declarant elects to terminate its control of the Association whichever shall first occur, the Board of Directors may omit from the budget all allowance for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before the commencement of the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year. If assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed 125% of the limitations for that year. Any account that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due as determined by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association.

D. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twelve (12) days after sending by certified mail, whichever shall

occur first.

E. Assessments for emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the unit owners concerned, the assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association

H. Fidelity Bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two (2) monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE IX

PARLIAMENTARY RULES

Roberts rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws of the corporation or with the Statutes of the State of Florida.

ARTICLE X

PARAMOUNT PROVISIONS

In the event of any irreconcilable conflict between the provisions of these By-Laws and the provisions of the Declaration, the provisions of the Declaration shall govern and control.

However, the Declaration and these By-Laws shall, to the extent possible, be read, construed and interpreted so that they are consistent.

ARTICLE XI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws the Declaration shall control.

ARTICLE XII

INSURANCE

The following insurance shall be purchased, maintained, and governed by the following provisions:

Section 1. Purchaser of insurance. All insurance purchased pursuant to this Article XII shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 2. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 3. Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon the property for which he has the responsibility to maintain and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

Section 4. Coverage. The following coverage shall be

obtained by the Association:

(a) The dwelling structures and all other insurable improvements as originally constructed and equipped by Declarant upon the Common Areas, including all fixtures, partitions, appliances and cabinetry, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the Association, assisted by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

(b) Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$500,000.00 for bodily injury or death to any person, not less than \$1,000,000.00 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000.00 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to an individual Owner, and one Owner to another.

(c) Workmen's compensation policies shall be obtained to meet the requirements of law.

(d) Such other insurance as the Board of the Association may determine to be necessary from time to time.

Section 5. Insurance Trustee. All insurance policies purchased in accordance with Section 4(a) hereof shall provide that if the proceeds payable to the Association as a result of any insured loss exceed \$50,000.00 then the proceeds shall be paid to an Insurance Trustee to be named by the Association in the event of a loss; if, however, the proceeds do not exceed \$50,000.00 then they shall be paid directly to the Association. In the event of an insured loss where payment will be made to the Insurance Trustee, a state, national or federal bank doing business in Broward County and having trust powers shall be designated as Trustee by the Association (said Trustee, acting as such, is herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums, the removal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and

to hold the same in trust for the benefit of the Association and the Owners as follows:

Proceeds on account of damage to Common Area shall be held for the Association.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner of any other interest in the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Responsibility. The responsibility of reconstruction after casualty shall be that of the Association.

Section 8. Nature of Reconstruction. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement dwelling shall not exceed the dimensions of the previous dwelling.

Section 9. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by an institutional Mortgagee involved.

Section 10. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Assessments on account of damage to all Common Area improvements shall be uniform against all Owners.

Section 11. Disposition of Proceeds.

(a) The proceeds of insurance and any special assessments, if any, collected on account of a casualty shall constitute a construction fund which shall be disbursed from time to time, as the work progresses. The holder of the construction fund shall make payments upon the written request for a disbursement accompanied by an appropriate certificate signed by the party responsible for the repair and by the architect, engineer

or contractor in charge of the work, setting forth:

(1) That the sum then requested either has been paid or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialmen's liens.

(3) That the cost, as estimate, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the construction fund after the payment of the sum so requested.

(b) It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of all improvements other than dwellings, and then to the dwellings. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to or kept by the Association. In the event special assessments had been made against some, but not all, Owners, under Section 10 hereof, then the Association may return said balance, pro-rata, to the Owners who paid said special assessment.

Section 12. Authority of Association. In all instances herein except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, We being all of the Directors of WESTLAKE
HOMEOWNERS ASSOCIATION, INC., having hereunto set our hands this
day of _____, 1988.

[Signature]

Barbara Kraut

Ethel Pinkwasser

[Signature]

STATE OF FLORIDA)
COUNTY OF BROWARD)

THIS IS NOT AN

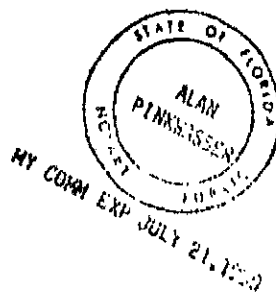
I HEREBY CERTIFY that on the 29 day of December
1988 personally appeared before me WILLIAM KRAUT, BARBARA KRAUT and
ETHEL PINKWASSER, to me personally known and they acknowledged
before me that they executed the foregoing By-Laws for the uses and
purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
in said County and State the day and year first above written.

[Signature]

Notary Public, State of Florida

My Commission Expires:



BN 17561 PG0752

IN WITNESS WHEREOF, We being all of the Directors of WESTLAKE
HOMEOWNERS ASSOCIATION, INC., having hereunto set our hands this
day of _____, 1988.

Barbara Kraut

Ethel Pinkwasser

Alan Kraut

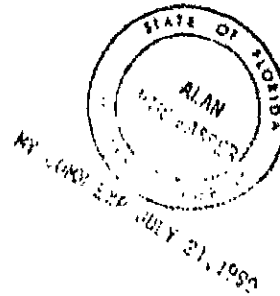
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on the 29 day of December
1988 personally appeared before me WILLIAM KRAUT, BARBARA KRAUT and
ETHEL PINKWASSER, to me personally known and they acknowledged
before me that they executed the foregoing By-Laws for the uses and
purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
in said County and State the day and year first above written.

Alan Kraut
Notary Public, State of Florida

My Commission Expires:



BK17561PC0753

IN WITNESS WHEREOF, We being all of the Directors of WESTLAKE
HOMEOWNERS ASSOCIATION, INC., having hereunto set our hands this
day of _____, 1988.

[Signature]
Barbara Kraut
Ethel Pinkwasser
Alan Pinkwasser

STATE OF FLORIDA)
COUNTY OF BROWARD)

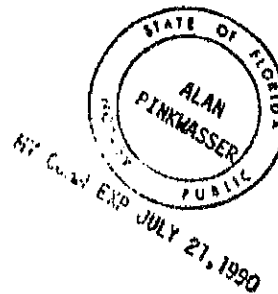
THIS IS NOT AN

I HEREBY CERTIFY that on the 29 day of November
1988 personally appeared before me WILLIAM KRAUT, BARBARA KRAUT and
ETHEL PINKWASSER, to me personally known and they acknowledged
before me that they executed the foregoing By-Laws for the uses and
purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
in said County and State the day and year first above written.

[Signature]
Notary Public, State of Florida

My Commission Expires:



BM 17561 P60754

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on the 31 day of *Dec*, 1988
personally appeared before me ALAN PINKWASSER to me known to be the
individual described herein and who executed the foregoing By-Laws
for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
in said County and State the day and year first above written.

Alan Pinkwasser
Notary Public, State of Florida

My Commission Expires:

THIS IS NOT AN
OFFICIAL COPY

Notary Public, State of Florida
My Commission Expires July 14, 1992
Bonded thru Troy Fain - Insurance Inc.

BK17561PG0755

State of Florida



Department of State

THIS IS NOT AN
I certify that the attached is a true and correct copy of the Articles
of Incorporation of WESTLAKE HOMEOWNERS ASSOCIATION, INC.,
OFFICIAL COPY
a corporation organized under the laws of the State of Florida,

filed on December 17, 1987

The document number of this corporation is N23933

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of December 1987



CR2E022 (8-87)

Jim Smith

Jim Smith
Secretary of State

CR2E040 (8-87)

BK17561 Pg0756

FILED

1937 DEC 17 12:10:58

SECRETARY OF STATE
MIAMI, FLORIDA

ARTICLES OF INCORPORATION OF WESTLAKE HOMEOWNERS
ASSOCIATION INC., A FLORIDA CORPORATION NOT-FOR-PROFIT

We the undersigned acknowledge and file in the office of the
Secretary of State of the State of Florida in order to form a
corporation not for profit under the laws of the State of
Florida these Articles of Incorporation.

ARTICLE I

THIS IS NOT AN
NAME
The name of the corporation shall be Westlake Homeowners
Association, Inc. For convenience the corporation shall
hereinafter be referred to as the "Association".
OFFICIAL COPY

ARTICLE II

PURPOSES

The purpose for which the Association is organized is
to provide an entity which will exercise the various
functions necessary to effectuate restrictions and easements
recorded in Plat Book 129, Page 11 Public Records of Broward
County, Florida as well as covenants, conditions,
restrictions, agreements and limitations as recorded or which
will be recorded, which have or will further encumber said
property. Further a Declaration of Restrictions as are being
recorded in the Public Records of Broward County, Florida are
incorporated herein by reference and made a part hereof and
are further covered by the aforesaid. The Association
shall have the power and duties reasonably necessary to
operate and maintain the Association including but not
limited to all powers and privileges and perform all duties
and obligations of the Association as set forth in the

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Declaration which will hereinafter be recorded in the Public Records of Broward County, Florida and as same may be amended from time to time as therein provided said Declaration to be incorporated herein as set forth at length as relating to the property as encumbering the legal description which is attached hereto. Such documentation shall hereinafter be referred to collectively as the "restrictions of record." As such entity it shall be the purpose of this Association to maintain, administer and enforce all of the provisions of the restrictions of record.

ARTICLE III

POWERS OFFICIAL COPY

The powers of this Association shall include but shall not be limited to the following:

1. The Association shall have all of the common law powers of a corporation not for profit, as well as those granted by the Florida Statutes, which are not in conflict with the terms of these Articles, the restrictions of record, or the By-Laws of the Association.

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

(a) To make, establish and enforce reasonable rules and regulations necessary to implement the provisions of the restrictions of record;

(b) To make, levy and collect assessments against the record owners of fee simple title to any lot in the WESTLAKE SUBDIVISION; and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

(c) To maintain, repair and replace to the

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reasonable satisfaction of the Directors of the Department of Public Works and the Building and Zoning Department of Metropolitan Broward County including any wall which may surround the WESTLAKE SUBDIVISION.

(d) To maintain, repair, replace and operate any and all amenities which may be included within the WESTLAKE SUBDIVISION; to enforce by legal means the provisions of the restrictions of record, the By-Laws, the rules and regulations of the Association, and these Articles of Incorporation.

(e) To contract for the performance of services consonant with the purposes of this Association and to delegate to such contractors, reasonable powers and duties to carry out the terms of such contracts;

(f) To deal with other Homeowners Associations or representatives thereof on matters of mutual interest;

(g) The Association shall have the powers and duties reasonably necessary to operate and maintain the Association including but not limited to all of the powers, privileges and perform all of the duties and obligations of the Association as set forth in the Declaration which shall be recorded in the Public Records of Broward County and as same may be amended from time to time as hereinafter provided said Declaration to be incorporated herein as if set forth at length.

(h) To participate in mergers and consolidations with such other non-profit corporations organized for the same purpose or annex additional residential property and common area provided that any such merger or consolidation or annexation shall have the consent of the majority of each class of the members at a duly called meeting of the

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Association except as otherwise provided in the Declaration
being recorded at Broward County, Florida.

ARTICLE IV

MEMBERS

The qualifications of members and the manner of their
admission to membership shall be as follows:

1. The fee simple title holders of lots in the WESTLAKE
SUBDIVISION shall be entitled to membership.

2. Membership shall be established by the acquisition
of ownership of fee title to or fee interest in a lot in the
Westlake Subdivision whether by conveyance, devise or
judicial decree, which designates the lot affected thereby.
The new owner designated in such deed or other instrument
shall thereupon become a member of the Association and the
membership of the prior owner as to the lot designated shall
be determined. The new owner shall deliver to the
Association a true copy of such deed or instrument by which
title was acquired.

ARTICLE V

TERM

This Association shall have perpetual existence.

ARTICLE VI

SUBSCRIBERS

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

NAME	ADDRESS
Ethel Pinkwasser	2145 N.E. 204th Street, North Miami Beach, Florida 33179
William Kraut	2145 N.E. 204th Street, North Miami Beach, Florida 33179
Barbara Kraut	2145 N.E. 204th Street, North Miami

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Beach, Florida 33179
Alan Pinkwasser 2145 N.E. 204th Street, North Miami
Beach, Florida 33179

ARTICLE VII

OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the discretion of the Board of Directors. The Directors shall elect the President, Secretary, Treasurer and as many Vice-presidents, assistants, secretaries and assistant treasurers as the Directors shall from time to time determine to be necessary. The same person may hold two offices and all persons shall hold office at the discretion of the Board of Directors.

The names of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

TITLE	NAME
President	William Kraut
Vice-President	Barbara Kraut
Secretary	Alan Pinkwasser
Treasurer	Ethel Pinkwasser

ARTICLE VIII

DIRECTORS

The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three directors and in the future the number will be determined from time to time in accordance with the provisions of By-Laws of the Association.

The Directors herein named shall serve until the first

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election of Directors and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

The names and addresses of the members of the first Board of Directors are as follows:

NAME	ADDRESS
Ethel Pinkwasser	2145 N.E. 204th Street, North Miami Beach, Florida 33179
William Kraut	2145 N.E. 204th Street, North Miami Beach, Florida 33179
Barbara Kraut	2145 N.E. 204th Street, North Miami Beach, Florida 33179
Alan Pinkwasser	2145 N.E. 204th Street, North Miami Beach, Florida 33179

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and may be altered, amended or rescinded in the manner provided in Article X.

ARTICLE X

AMENDMENTS

Proposals for amendments to these Articles of Incorporation which do not conflict with the restrictions of record may be made by a majority of the Board of Directors or a majority of the voting members of the Association.

Such proposals shall set forth the proposed alterations, amendment or rescission, shall be in writing and shall be delivered to the President. Upon receipt of such proposal, the President shall call a Special Meeting of the Directors and Members of the Association, such meeting to be held not less than ten days nor more than 30 days from receipt of the

BK 17561 PG0762

majority of the entire Board of Directors of majority of the entire membership of the Association eligible to vote shall be required to adopt or request an alteration, amendment or rescission. All provisions of the By-Laws regarding the giving of notice and waiver of notice shall apply to the amendment procedure set forth herein. With regard to said amendments any made by the Developer when having a majority vote of the Board of Directors and/or Association shall be totally binding irrespective of the aforesaid.

THIS IS NOT AN
ARTICLE XI
INDEMNIFICATION

In order to induce persons to serve as officers and Directors of the Association, the Association shall indemnify and hold harmless each such person from and against any and all claims, liabilities and expenses to which such person may be subjected by reason of his having been a director or officer of the Association. In accordance with the foregoing, the Association shall reimburse or otherwise hold any such person harmless from all expenses reasonably incurred, including legal expense, in defending claims based on alleged acts or omissions of such person while acting as an officer or Board member of the Association provided that in the case of a settlement of a claim brought against such person, the indemnification provided herein shall apply only when the Board of Directors approves such settlement and determines that reimbursement to such person is in the best interest of the Association; provided further that in cases where it is determined that such person has been derelict or guilty of willful misconduct in connection with the performance of his duties as a Director or officer of the Association, there shall be no indemnification or

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reimbursement. The foregoing rights of indemnification shall be in addition to all other rights to which such persons may be entitled.

ARTICLE XII

VOTING MEMBERSHIP

The Association shall have two classes of voting membership:

CLASS A - Class A members all owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all said persons shall be members. The vote for such lot shall be exercised as determined but in no event shall more than one vote be cast with respect to any single lot.

CLASS B - Class B shall be the Declarant and the Developer and shall be entitled to 170 votes. The Class B membership shall cease on the happening of either of the following events whichever occurs last:

1. Upon the conveyance by the Developer Declarant of the 170th lot which is located within the portion of the property;
2. On December 31, 1994 or such earlier date as Declarant Developer may determine.

ARTICLE XIII

REGISTERED AGENT

The street address of the initial registered office of this Corporation is 2145 N.E. 204th Street, North Miami Beach, Florida 33179 and the name of the initial registered agent is Alan Pinkwasser.

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In WITNESS WHEREOF, THE SUBSCRIBERS have executed these
Articles of Incorporation on this day of December, 1987.


WILLIAM KRAUT

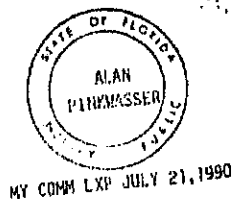

BARBARA KRAUT


ETHEL PINKWASSER


ALAN PINKWASSER

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this 10 day of December, 1987
before me personally appeared William Kraut, Barbara Kraut
and Ethel Pinkwasser to me known to be the persons described
herein and who executed the foregoing instrument and
acknowledged that they executed the same.
Witness my hand and official seal this 10 day of December,
1987.




Notary Public

DK17561PG0765

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day of December, 1987
before me personally appeared Alan Pinkwasser to me known
to be the individual described herein and who executed the
foregoing instrument and acknowledged that he executed the
same.

Witness my hand and official seal this day of December,
1987.

Notary Public in and for the State of Florida
My Commission Expires July 1, 1990
Bounded Blue Seal (for Notary Public)


Notary Public

Having been named to accept service of process for the above
named corporation I hereby agree to accept to act in this
capacity and agree to comply with the Florida Statutes.


Alan Pinkwasser

BK 17561 PG 0766

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

FINING PROCEDURE

It must be clearly established by the Association as guided by the elected Board of Directors, every effort shall be made to help correct any infraction or violation found caused by the Homeowner, as stated in either the by-laws or the Declaration of Restrictions. This fining procedure shall only be used as the last resort by the Board and / or the Management Co. as employed and thus empowered by the Board to enforce all the above documents. .

Section 1,1

Association shall mean and refer to WESTLAKE HOMEOWNERS ASSOCIATION, through its elected officials as comprised of the Board of Directors.

{a} The ruling documents used for these fining procedures are the same ones that control the deeded property requirements of Westlake Homeowners Association. They are the Declaration of Restrictions and the By-laws.

PROCEDURE BEFORE FINING

{b} In finding any infraction by any Homeowner, the Management Co shall send out a courtesy letter informing the Homeowner of the noted infraction and a request to correct it within ten days from the date of the letter.

{c} Board or Management Co will review the infraction after the ten days to see if correction has been made.

{d} If it has been noted that infraction has not been correct on the eleventh {11} day, then a second letter will be sent out.

e} A new second letter to be prepared by the Management Company highlighting the infraction as stated exactly in the above noted documents, word for word, to insure that the cited Homeowner fully understands the infraction and also informed that they can be fined as noted in the Westlake documents.

{f} This letter noting the infraction shall be sent out to the homeowner by certified mail using return receipt to insure receipt by the homeowner.

{g} Cost of this letter will be billed to the Homeowner.

{h} This right is so stated in the Declaration of Restrictions, under Rules & Regulations, Section, 3, Remedies for Violations.

{j} Homeowner shall be informed of their rights to a hearing on any infraction in the above letter and by simply noting in a letter back as a reply, for a hearing to express their reason for non-compliance to the documents.

{k} Letter shall also state a date of no more than 10 days from the receipt of the certified mail for a returned response from Homeowner.

{l} If Homeowner corrects the infraction during this allotted time, then the board or Management Co will take no other further action.

{m} It must be highlighted at this time that since the Westlake Homeowners Association has no way of knowing if in fact the Homeowner or their assignee has the documents as required and supplied with the purchase of their property. If cited Homeowner finds they do not have them, they can request copies from the Management Co for a reasonable cost and thus allows them to review the documents to correct their infraction.

HEARING PROCEDURE

SECTION 1,2

{a} The President of the Westlake Board of Directors shall appoint three interested people and establish a "GREIVENCE HEARING COMMITTEE" {hereinafter Committee} upon receipt of the Homeowner's request for a hearing on the registered letter from the Association's Management Co.

ESTABLISHMENT OF A GREIVENCE HEARING COMMITTEE

SECTION 1,3

{b} No member of the appointed Committee shall be a Director, and or related to the Homeowner in any way, also be in any way involved in the infraction thereof, As so stated in the letter.

{c} In appointing the members of this Committee, the President should make every effort for a good faith effort to avoid appointing any person or Homeowner who are witnesses to the alleged infraction given rise to the complaint or otherwise bias any finding by the Committee.

{d} The decision of the President as to the format of the Committee shall be final.

{e} Except before taking any evidence when homeowner is present, homeowner may challenge any appointed member of the Committee for cause whereby they may feel that a fair and impartial hearing cannot be afforded at any time.

{f} In event of such a challenge by the Homeowner, The President will call a meeting of the Board as soon as possible, to determine the sufficiency of the homeowner's challenge, with the President not allowed to vote if Board finds challenge is so sustained.

{g} The President, on the Board's findings shall dismiss the appointed person in question and appoint another person to replace the dismissed Appointee.

{h} All decisions of the Board in this regard shall be final with no appeal.

{j} The established Committee shall within themselves election a chairperson who will be responsible to insure a fair and honest evaluation of the Homeowner's infraction and any reason they may have for not complying to the requirement of the documents.

{k} If at any time a Committee member is absent for any reason prior to rendering a final determination by the Committee, the remaining member or members shall continue to hear and make the final decision.

{l} The use by the Committee of affidavits and written interrogatories in lieu of oral testimony shall be encouraged in all phases of their determination.

NOTICE OF HEARING

SECTION 1.4

{a} On receipt of the request to a hearing from the homeowner, the Committee shall insure a certified letter is forwarded using return receipt, informing the homeowner that their request for a hearing will be in effect. A date, time and place will be established and noted in the letter by the committee. Homeowner will be requested to attend the meeting so their side can be heard.

{b} It shall be noted that each occurrence or recurrence of the alleged infraction each day that it continues shall be deemed as a separate offense, subject to a separate fine for each offense.

{c} In the event the Homeowner does not answer the certified letter within the specified period of time to allow for the hearing, and no other word is forthcoming from the Homeowner to give reasonable time to reschedule the hearing that is deemed reasonable by the Committee. It shall then be established that the Homeowner desires not to submit their objections to be heard at the planned hearing, then the Committee can and must proceed with their determination and course of action and relay their findings to the President.

C

COMMITTEE DECISION

SECTION 1.5

{a} During the hearing each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; documents concerning the noted infraction. Allowance to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in direct examination; to impeach any witness regardless of which party first calls them to testify. To rebut the evidence against them if the respondent does not testify in their own behalf, They may be called and examined as if cross-examination.

{b} The Committee through a conscience shall determine whether any infraction still exists as viewed by a Committee person before the hearing, and that it is still factual.

{c} The Hearing need not be conducted according to technical or formal rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be introduced for the purpose of supplementing or explaining other evidence but shall not be deemed as sufficient in itself to support a finding.

{d} If the Committee determines that there is a infraction by the Homeowner as to listed in the above documents, then it shall forward its facts, conclusions, documentation and recommendations to the fining to the President who has empowered the Committee to hold the hearing without any interference from any outside source. This finding shall not be disclosed to the Homeowner at any time during the hearing and is done only after the Board ruling.

{e} The rules of privilege shall be in effect to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant, unduly repetitious evidence shall be excluded.

{f} If Committee find that Homeowner has not violated any ruling to the above documents, then documentation to this fact must be also forwarded to the President for the Boards evaluation.

{g} All action taken by the Committee must be done in a timely manner so as not to cause delays in verdicts and planning by the Board.

{h} The President shall promptly present the Committee recommendations to the Board at a special meeting where all Homeowner can be present.

{j} In receipt of the Grievance Hearing Committee decision on the Homeowners infraction and the Board of Director's votes to fine the Homeowner, a certified return receipt letter shall be sent to the Homeowner stating the outcome of the hearing and the reason for the fine. The letter must also state that the amount of the fine or fines that will be imposed on the Homeowner in 10 days from the receipt of the letter. All the costs of the mailings to resolve the infraction shall be so noted and borne by the homeowner.

FINE INFRACTION FEES

SECTION 1.6

{a} It has been established Herein and voted on by the Westlake Board of Directors that each infraction caused by a Homeowner as reviewed by the appointed "Grievance Hearing Committee" and voted on by the Board shall be set as of this date for \$ 25.00 for each infraction.

{b} The first infraction is set at \$25.00 fine, if the infraction is still found to be in effect, second fine as established through these procedures would be in the amount of \$ 50.00 and so forth not to exceed more than \$1000.00 per infraction.

{c} All fines are to be payable in the same manner as the monthly dues are due and in the same time frame.

{d} In no event shall the Board impose a more stringent fine than recommended by the Committee.

FINE INFRACTION FEES

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{d} In no event shall the Board impose a more stringent fine than recommended by the Committee.

BOARD OF DIRECTORS APPROVAL

This published five {5} page document known as the FINING PROCEDURE has been voted upon on as attested by the below noted date and so approved by the signing of the Board of Directors for Westlake Homeowners Association. This procedure shall be considered as part of the b-laws from this day forward.

DIRECTOR.....	DATE 6/4/01
DIRECTOR.....	DATE 6/4/01
DIRECTOR.....	DATE 6/4/01
DIRECTOR.....	DATE 6/4/01
PRESIDENT.....	DATE 6/4/01

Attested to:

Witness..... DATE 6/8/01

Witness..... DATE 6/8/01

Agreed to implement by:

MANAGEMENT CO.....	DATE
PROPERTY AGENT.....	DATE 6/8/01