

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR WEDGEVAL**

THIS DECLARATION is made this 22 day of SEPTEMBER, 1994, by Wedgewood Estates, Inc., a Florida corporation authorized to do business in Florida ("Developer"), and all of the present owners of Units (as defined below), hereinafter called "Declarants", which declare that the real property collectively described in Article II, which is owned by the Declarants, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

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

(a) "Board" shall mean and refer to the Board of Directors of the Master Association.

(b) "Committee" shall mean and refer to the Architectural Control Committee.

(c) "Common Area" shall mean and refer to that portion of the property described in Article II not included within specifically designated lots and/or within the common areas of the Wedgewood Association or the Valmoral Association, together with any improvements thereon, including, without limitation, the pool, clubhouse, private roads, lighting, green areas.

(d) "Constituent Associations" shall mean and refer to the Wedgewood Association and the Valmoral Association.

(e) "Developer" shall mean Wedgewood Estates, Inc., a Florida corporation, its successors and/or assigns.

(f) "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States government, mortgage banker or any other lender generally recognized as an institutional type lender, or Developer or other entity affiliated with Declarant which holds a mortgage encumbering a lot.

(g) "Lot" shall mean and refer to any lot described in the Site Plan, including each existing townhouse Unit shown thereon.

(h) "Master Association" shall mean and refer to the Wedgeval Master Association, Inc., a Florida corporation not for profit.

(i) "Master Declaration" shall mean and refer to this Master Declaration of Restrictions and Protective Covenants for Wedgeval.

(j) "Member" shall mean and refer to each Constituent Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot.

(l) "Plat" shall mean and refer to the Plat of Valmoral Parcel 540, recorded in Plat Book 106, Page 49 of the Public Records of Broward County, Florida, and/or the Plat of Wedgewood

THIS INSTRUMENT PREPARED BY:

RECORD & RETURN TO

C. WILLIAM LIVINGSTON, JR.  
1177 SOUTHEAST THIRD AVENUE  
FORT LAUDERDALE, FL 33316

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Estates which has been submitted for approval.

(m) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Master Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(n) "Site Plan" shall mean and refer to the final site plan for Wedgewood Estates on file with the City of Plantation. "Structure" shall include any residence, dwelling, shed, fence or other improvement including, but not limited to, all improvements defined as structures by the then-current South Florida Building Code or other applicable building code then in force within the City of Plantation.

(o) "Structure" shall include any residence, dwelling, shed, fence or other improvement including, but not limited to, all improvements defined as structures by the then-current South Florida Building Code or other applicable building code then in force in the City of Plantation.

(p) "Unit" means any residential dwelling unit intended as a abode for one family, constructed on the Properties, including, but not limited to, a detached single family home or an attached or detached townhouse dwelling.

(q) "Valmoral Association" shall mean and refer to Valmoral Townhouses at Jacaranda, Inc., a Florida corporation not for profit.

(r) "Wedgewood Association" shall mean and refer to Wedgewood Estates Community Association, Inc., a Florida corporation not for profit.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS MASTER DECLARATION; ADDITIONS THERETO**

Section 1. **Legal Descriptions.** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Master Declaration is located in Broward County, Florida, and is more particularly described as the Valmoral Parcel 540, according to the Plat thereof, recorded in Plat Book 106, Page 49 of the Public Records of Broward County, Florida, all of which real property shall hereinafter be referred to as "The Properties". The Developer may, subject only to the approval of the City of Plantation or its appropriate review committee and the constituent associations, in their sole discretion from time to time bring other land under the provisions hereof by recorded supplemental declarations.

## **ARTICLE III**

### **ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND MANAGEMENT**

Section 1. **Membership.** Each Constituent Association shall be a Member of the Master Association.

Section 2. **Voting Rights.** The Master Association shall have a single class of voting membership, and each Member shall be entitled to one (1) vote for each Lot governed by that Constituent Association. In any situation where a vote of the membership of the Constituent Associations is required, each Constituent Association shall provide voting certificates designating the

individual entitled to cast the vote for each Lot, and failure to provide such a voting certificate shall result in such Lot not being counted for any purpose.

**Section 3. Management.**

(a) The affairs of the Master Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than six (6) directors, four (4) of whom will be elected by the Wedgewood Association and two (2) of whom will be elected by the Valmoral Association.

(b) Subject to subsection (c) hereof, Directors of the Master Association shall be elected at the annual meeting of the Members in the manner prescribed by the By-Laws; Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws, and in such a manner as to preserve each constituent associations representation on the board as reflected in the By-Laws and subsection (a) above.

(c) The Director(s) named herein shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors and in the manner provided by the By-Laws. The first election shall take place on or before twenty (20) days after the earlier of:

(i) The closing of the sale by the Declarant of the last Lot within The Properties to a purchaser, or

(ii) Five years after the closing of the Sale of the first Lot within the Subdivision to the first purchaser thereof from the Declarant.

(d) The Master Association shall have six (6) directors initially. The six (6) directors shall be:

<u>NAME</u>	<u>ADDRESS</u>
Mark S. Krohn	1049 N.W. 3rd Street Hallandale, Fl. 33009
Daniel Krohn	1049 N.W. 3rd Street Hallandale, Fl. 33009
Barry Krohn	1049 N.W. 3rd Street Hallandale, Fl. 33009
Gordon Lenz	1049 N.W. 3rd Street Hallandale, Fl. 33009
Linda Holt	11019 W. Broward Boulevard Plantation, Fl. 33326
Roxsanna Paradella	11021 W. Broward Boulevard Plantation, Fl. 33326

(e) The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement from time to time with one or more persons, firms or corporations for management services. The Master Association shall have all other powers provided in its Articles of

Incorporation.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Ownership. Upon completion of the development of the Common Area (or any portion thereof, at the Developer's discretion), and completion of Constituent Association documents, the Developer, or its successors and assigns, shall convey and transfer the unencumbered record fee simple title thereto to the Master Association, and the Master Association shall accept such conveyance. Thereupon, the Master Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner without cost to the general taxpayers of Broward County or the City of Plantation and for the payment of taxes assessed against said Common Area (or portions thereof) and any improvements and any personal property thereon accruing from and after the conveyance to the Master Association.

Section 2. Owners' Easements. Regardless of completion of the development of the Common Areas, each Owner and each tenant, agent and invitee of each such Owner shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Owners, their tenants, agents and invitees, subject to the following:

(a) The right and duty of the Master Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) The right of the Master Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of each Owner to have the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him subject to the regulation from time to time by the Master Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Utility Easements. Public utilities (including cable television) may be installed underground in the Common Areas when necessary for the service of The Properties, and all use of utility easements shall be in accordance with the applicable provisions of this Declaration. Further, such installation and use

must be approved by the City of Plantation and the applicable utility companies.

Section 5. Public Easements. Fire, police, health sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance shall be deemed to covenant and agree to pay to the Master Association assessments or charges for maintenance and improvement as provided in this Article V, including such reasonable reserve as the Master Association may deem necessary, such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest, penalties and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest (thereon) and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for maintenance as provided in Sections 3 and 6 hereof, for capital improvements as provided in Section 7 hereof, to pay real property taxes, or to promote the health, safety, welfare and recreational opportunities of the Owners, their families residing with them, their guests and tenants.

Section 3. Regular Maintenance. The Master Association through action of its Board of Directors, shall provide Common Area and building maintenance (for buildings in the Common Area) as described in this Section 3.

(a) Common Area Maintenance. The Master Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to pool and pool area, clubhouse, private roads, drainage system, lighting, green areas and other structures, except utilities, all of such work to be done as ordered by the Board of Directors of the Master Association acting on a majority vote of the Board members. All work pursuant to this section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance with this Article V. Such assessments shall be against Lots as provided in Section 4 below. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of the right to use the Common Areas.

(b) Other Common Area Maintenance. The Master Association shall at all times maintain in good repair and shall replace as often as necessary any other improvement in the Common Area including swales, grass, landscaping, etc.

(c) Insurance. Liability insurance, hazard insurance and fidelity bonds, as described in this subsection, shall be paid by the Association as part of the Regular Maintenance budget

Fidelity bonds in an amount not less the greater of (i) two (2) months' aggregate assessments for Regular Maintenance, or (ii) Ten Thousand Dollars (\$10,000.00) shall be maintained for all officers, employees, agents or servants of the Master Association who are responsible for handling Association funds. Public liability insurance covering personal injuries occurring on the Common Areas of the Properties with minimum policy limits of One Million Dollars (\$1,000,000.00) per person, per occurrence, shall be maintained by the Master Association. In addition, the Master Association shall maintain hazard insurance, including "extended coverage" and "all risk" endorsements, insuring the replacement cost of improvements upon the Common Areas.

**Section 4. Established Assessments.** The cost of the Regular Maintenance described in Section 3 above, including such reserves as the Board of Directors shall deem appropriate shall be paid for by a maintenance fee assessed against Units which have been completed and certificates of occupancy have been issued as provided herein. In fixing assessments, the Board of Directors may make assumptions regarding the number of buildings which will be subject to assessment during the succeeding year. Upon completion of all buildings, each Unit will be assessed 1/39 of the total cost of Regular Maintenance. The fee assessed against each such Unit shall be a pro-rated portion of the total annual cost of the Regular Maintenance. Except for the initial assessment for Regular Maintenance established herein, the amount of the assessment shall be determined by the Board of Directors not less frequently than annually (commencing SEPTEMBER 22, 1994), but as often as the Board may from time to time determine. Notice of the fixing or changing of the assessment shall be mailed to each Owner at the address of each Owner's Unit (unless an Owner has notified the Master Association in writing of a different address for receipt of assessment notices) at least thirty (30) days before the new assessment is to become effective; provided, however, that neither failure of the Master Association to send such notice, nor non-receipt of the notice by an Owner, shall be an excuse for non-payment of all assessments when due. All assessments for Regular Maintenance shall be established as if for a full calendar year, provided that the total amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. Payment of the assessment shall be in monthly installments (or in annual or quarter-annual installments if so determined by the Board of Directors) commencing on the first day of the month next following the recordation of this Declaration.

**Section 5. Initial Regular Maintenance Assessment.** The initial assessment for Regular Maintenance payable for each Lot is hereby fixed at \$600.00 per Lot for the year 1994 payable in equal monthly installments of \$50.00 due on the first day of each month. This is based on the Initial Annual Operating Budget which is attached to this Declaration as Exhibit "A".

**Section 6. Special Assessments.** Intentionally Omitted.

**Section 7. Capital Improvements.** Funds necessary for capital improvements in excess of Five Thousand Dollars (\$5,000.00) relating to the Common Areas under the ownership of the Master Association may be levied by the Master Association as Capital Improvement Assessments upon approval by a two-thirds (2/3) favorable vote of the Members of the Master Association voting at a meeting or by ballot, and a two-thirds (2/3) favorable vote of the membership of each Constituent Association, as may be provided in the By-Laws of the Master Association.

**Section 8. Roster of Assessments.** The Master Association shall maintain a roster of all units and assessments applicable thereto which shall be kept at the office of the Master Association and be open for inspection by any Owner. The Master Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing, signed by an officer of the Master Association, setting forth whether such assessment has been paid as to any particular unit. Such certificate, when impressed with the corporate seal, shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid.

**Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; Lien and Remedies of the Master Association.** It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. If any assessment for any unit is not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, upon the recording of a Claim of Lien become a continuing lien on the unit which shall bind such unit in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The obligation to pay assessments shall also be a personal obligation of the Owner having record title at the time the assessment is due, except in the case of Special Assessments under Subsection 6 for which the Owner at the time the damage is caused shall have the personal obligation to pay. Such personal obligation of an Owner to pay an assessment however, shall remain the Owner's personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or installment thereof is not paid within ten (10) days after the due date, there shall be added thereto penalty in an amount to be set by the Board of Directors (but not less than ten dollars (\$10.00)), and the assessment or installment shall bear interest from the date when due at the highest interest rate allowable by law; the Master Association may bring an action at law against the Owner personally obligated to pay the same and record a Claim of Lien against the unit in which the assessment is unpaid, any of which remedies the Master Association may pursue individually, simultaneously, or successively; and there shall be added to the amount of such assessment attorney's fees and costs of preparing and filing both the Claim of Lien and the filing of Complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action; and the Master Association shall be entitled to attorney's fees and costs in connection with any appeal of any such action and collection of a judgment.

Each lien herein granted to the Master Association shall be effective upon recording a Claim of Lien in the Public Records of Broward County, Florida. A Claim of Lien shall state the description of the unit encumbered thereby, the name of the record owner, the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the Claim of Lien shall have been recorded, unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. Such Claim of Lien shall be signed and verified by an officer or agent of the Master Association. Upon full payment secured by all sums secured by such lien the same shall be satisfied of record. Such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the Claim of Lien by the Association.

Section 10. Rights of Institutional Lender. When an Institutional Lender of record, or other purchaser of a unit shall obtain title to a unit by a purchase at the public sale resulting from the Institutional Lender's foreclosure judgment in a foreclosure suit in which the Master Association shall have been properly named as a defendant junior lien holder, or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments attributable to the unit or chargeable to the former owner of the unit which became due prior to such acquisition of title unless the share shall be secured by a Claim of Lien for assessments recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments shall be common expenses collectable from all of the Unit Owners, including such acquirer, its successors and assigns. An Institutional Lender acquiring title to a unit by foreclosure or deed in lieu of foreclosure shall not, during the period of its ownership of the unit, whether or not the unit is unoccupied, be excused from the payment of any of the common expenses coming due during the period of such ownership.

Section 11. Access at Reasonable Hours. Intentionally Omitted.

Section 12. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Unit, the Developer shall not be liable for assessments against such Unit, provided that Developer funds any deficit in operating expenses of the Master Association. Developer may at any time commence paying such assessments as to units that it owns and thereby automatically terminate its obligation to fund subsequent deficits in the operating expenses of the Master Association.

Section 13. Enforcement by the City of Plantation. Should the Master Association fail to adequately maintain the landscaping requirements imposed by the Plantation City Council or the roads on the property, after thirty (30) days notice to do so by the City of Plantation, the City of Plantation shall have and is hereby given the same rights and powers that are provided to the Master Association concerning the right to assess each owner for the maintenance of the landscaping and roads, including the creation and enforcement of assessments and liens.

#### ARTICLE VI

#### RESIDENTIAL COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all 39 Units and Lots.

Section 2. Land Use and Building Type. No Unit shall be used except for single-family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. However, temporary uses are permitted by the Developer for model homes, parking lots, sales offices, construction offices, storage and all other uses determined to be necessary by the Developer, until permanent cessation of such uses takes place.

Section 3. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat and Site Plan. Within these easements, no structure, planting or other material may be placed or permitted to



remain that will interfere with vehicular traffic or prevent the maintenance of utilities. The area of each Unit or the Common Area covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Unit or by the Master Association, as provided for by this Declaration, except for the installation for which a public utility or utility company is responsible. Florida Power and Light Company, Southern Bell Telephone and Telegraph Company, such cable television company as the Developer or City may contract with, and Developer, and their successors and assigns, shall have perpetual easements for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cable and conduits under and through the utility easements as shown on the Plat or the Site Plan or as may be recorded by Developer. Except as to work done by the City of Plantation, its agents or employees, any damage caused to pavement, driveways, drainage structures, bridges, sidewalks, other structures, or landscaping during the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation and maintenance caused the damage. All utilities within the subdivision shall be installed and maintained underground. Further, the Fire Department of the City of Plantation shall have the right to enter upon the premises of any Lot at reasonable time and upon the giving of reasonable notice in order to conduct periodic inspections of fire suppression systems and equipment, if necessary. The City of Plantation shall only be obligated to restore the Property to its natural state.

**Section 4. Parking.** All parking shall be within the boundaries of each Lot or the Common Area or the common area of the Constituent Association.

**Section 5. Nuisances.** No noxious, illegal or offensive activity shall be carried on upon any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 6. Visibility at Intersections.** No obstruction to visibility at street intersections shall be permitted.

**Section 7. Architectural Control.** No building, wall, fence, screen or other structure or improvement of any nature may be erected, placed or altered on any Lot, and no landscaping within the height of which exceeds the height of the patio fence may be planted or placed, until the construction plans or specifications and a plan showing the location of the structure or landscaping as may be required by the Architectural Control Committee have been approved in writing by the Committee named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of said Committee, seems sufficient. Any change in exterior appearance of any building, wall, fence, or other structure or improvements, or any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The initial Architectural Control Committee shall be composed of members of the Board of Directors of the Master Association. A majority of the

Committee may take any action the Committee is empowered to take, may designate a representative to act for the Committee and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Committee, the Board of Directors shall have full authority to designate a successor. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. The provisions of this section do not apply to the Declarant. Furthermore, no building, wall, fence, screen or other structure or improvement may be erected, placed or altered without the consent of the City of Plantation or its appropriate review committee.

**Section 8. Exterior Appearances and Landscaping.** The exterior finishing colors on all buildings within the Wedgewood Association may be maintained as that originally installed without prior approval of the Architectural Control Committee, but prior approval by the Committee shall be necessary before any such exterior finishing color is changed. The landscaping in the Common Areas, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall not be modified in any way by an Owner unless the prior written approval for any such change is obtained from the Committee. Aluminum foil, newspaper, any other paper covering, sheets, blankets or the like shall not be placed on windows or glass doors, either inside or outside. No owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall or place any objects such as bicycles, toys, barbecues, trash or garbage cans or other items on patios unless concealed from the view of the road frontage and other residences, except, however, customary outdoor furniture.

**Section 9. Trucks, Trailers, Boats, Etc.** No trucks, commercial vehicles or vans, campers, mobile homes, motorhomes, vehicles without license plates or with expired registrations, recreational vehicles, boats, house trailers, boat trailers, or trailers or trucks of every other description except pick-up trucks or conversion vans for personal use shall be permitted to be parked or to be stored at any place on The Properties, except only during the periods of approved construction or otherwise in accordance with rules and regulations promulgated by the Board of Directors. This prohibition of parking shall not apply to said vehicles which are concealed within an enclosed garage, or to temporary parking of trucks and commercial vehicles in the course of business, such as for pick-up, delivery and other commercial services. For purposes of this Section 16, a commercial vehicle is one with commercial lettering on its exterior.

**Section 10. Easement for Encroachment.** There shall be an easement for encroachment in favor of The Master Association and all Owners in the event any unit or structure now or hereafter encroaches upon any other unit or structure as a result of minor inaccuracies in survey, construction, or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of maintenance and use of the encroaching improvement in favor of the Owner thereof, his designees, mortgagees and The Master Association.

**Section 11. Garbage and Trash Disposal.** No garbage, refuse, trash, or rubbish shall be deposited on any unit or in Common Areas except in areas designated for such purposes; provided, however, that the requirement from time to time of the City of Plantation for disposal or collection of same shall be complied with. All

equipment for storage and disposal of such material shall be kept in a clean and sanitary condition and out of site of street frontages and other dwelling units.

Section 12. Drying Areas. No clothing, laundry, or wash shall be aired or dried and no clothes lines shall be present on any portion of any lot in an area exposed to view from any other lot, dwelling unit, common area or roadway.

#### ARTICLE VII

##### RULES AND REGULATIONS

Section 1. Compliance by Owners. Each Owner and his family members, tenants, guests, invitees and agents shall comply with this Declaration and any and all rules and regulations adopted from time to time by The Master Association in furtherance of the provisions of this Declaration.

Section 2. Enforcement. Failure to comply with this Declaration or such rules and regulations shall be grounds for such action as the Board of Directors deems appropriate, which may include, without limitation, either independently or in any combination, an action to recover sums due for damages, injunctive relief, suspension of voting rights and use of Common Areas (except the use of Common Areas for ingress and egress to and from units).

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of The Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family members, guests, invitees or agents, to comply with this Declaration or any rule or regulation, provided the following procedures are adhere to:

(a) Notice. The Master Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors meeting.

(c) Penalties. The Board of Directors may impose fines (in the nature of special assessments as in Article V, Section 6) against the unit owned by the non-complying Owner as follows:

1) First non-compliance or violation: a fine not in excess of Fifty Dollars (\$50.00).

2) Second non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of Five Hundred Dollars (\$500.00)

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of imposition.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article V hereof.

(f) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive of, and shall exist in addition to, all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the non-complying Owner shall be deducted from or offset against any damages which The Master Association may otherwise be entitled to recover by law from such Owner.

## THIS IS NOT AN ARTICLE VIII UNIFIED CONTROL

Section 1. Cul-de-Sac. The Developer will install, if requested by the City of Plantation, after the expiration of ninety (90) days from the date construction in the last phase ceases, a temporary cul-de-sac at the end of the last occupied construction Phase of the on-site road construction so as to insure reasonable traffic flow through each construction phase within the Project.

Section 2. Encroachments. No encroachment may be made into any common-owned land which would affect the outward elevations of any primary structure without prior approval by either the Plantation City Council or its Plan Adjustment Committee and that all such encroachments be uniform as to applicability between the Developer or future unit owners under a delineated procedure approved by the City Building Department which procedure shall minimally require prior approval of the Homeowner Association(s) (as set forth in Section 7 below) of such land of such intended encroachments and a hold harmless agreement from such entities to the City for granting permits for such requested encroachments (it being understood that the City Council can delegate to the Building Department approval of any elevation changes occasioned by such encroachments within the common areas of such development(s)).

Section 3. Amendments. Any amendment to these Unified Control provisions of this Declaration requires the approval of the amendment(s) by the City Council before same are deemed effective.

Section 4. Franchised Services. The Developer and subsequent owners of property within the proposed development agree to utilize, where offered, all municipal franchised services and may not independently contract for such services without prior approval of the City Council (presently included within franchised services of the City are garbage collection, gas, telephone, FPL and cable television including basic, satellite and pay-per-view).

Section 5. Governmental Regulation. No provision of this Declaration shall amend or waive the ordinances of the City of Plantation or the regulations of other governmental agencies having any jurisdiction over the property covered by such development. Developer shall comply with all applicable ordinances and governmental regulations (including, but not limited to, the City's comprehensive sign ordinance) and that no less restrictive signs be permitted within the development as well as that no traffic regulation, directional signs or efforts to control flow of traffic or speed of traffic be allowed to be erected, emplaced or otherwise installed upon or adjacent to any private road system within the

development which would conflict with the ordinances of the City of Plantation or other duly enacted governmental regulation concerning traffic, signage and control. Further no surface water drainage will be permitted that would conflict with the requirements of the city's ordinances for subdivision improvement or the regulations of any drainage district having jurisdictional authority over the property covered by this Declaration.

**Section 6. Assessments.** This Unified Control provision in this Declaration itself sets forth the proper method of assessment for maintenance of commonly and/or privately owned property and improvements with lien rights and enforcement rights which have been executed so as to give the City reasonable assurance that the future maintenance of such private facilities and land will not be at public expense and that the Developer bear his fair share of such expenses during the Development of the property covered by such unified control documents.

**Section 7. Maintenance.** That all commonly used land within the Properties shall be maintained in a safe, neat and well-kept manner by the ASSOCIATION or its successor. It is understood that this standard of maintenance is not brand new, but class residential condition for its age, reflecting reasonable wear and tear. All walkway and roadways will be maintained in a safe and adequate manner (normal wear and tear excepted) and shall include without limitation, paving and repairing all such areas and keeping such areas reasonably free and clear of foreign objects, papers, debris and other obstructions, however, repairs shall be made when reasonably requested by City Engineer. In the event that the ASSOCIATION or its successor, a property owner's association fail to maintain such areas, the CITY shall notify the ASSOCIATION, its successor, a successor property owner's association or leasing/management company and that entity shall have ten (10) days in which to correct the violation. If the violation cannot be corrected within ten (10) days, then the ASSOCIATION, its successor, a successor property owner's association or leasing/management company shall within the initial ten (10) day period, advise the CITY of its plan for correction and shall have a reasonable but prompt period in which to carry out its plan for correction. After the ten (10) days prior written notice from the CITY, the CITY shall have the right, but not the obligation, to effect such maintenance and to assess the cost therein as a lien on the PROPERTIES.

**Section 8. Unified Control.** Nothing contained herein shall be construed to be a waiver of the applicability or enforceability of any of the City of Plantation's Code of Ordinances. This Declaration, the Articles of Incorporation and By-Laws attached hereto as Exhibits 1 and 2 are supplementary to and subordinate to any and all other applicable City Codes, rights, remedies, and enforcement obligations with regard to the repair, maintenance and administration of WEDGEVAL MASTER ASSOCIATION, INC. and its common areas and with regard to the development administration, repair and maintenance of VALMORAL TOWNHOUSES AT JACARANDA, INC. and its common areas and WEDGEWOOD ESTATES COMMUNITY ASSOCIATION, INC. and its common areas. The original Site Plan for Valmoral Parcel 54 is hereby confirmed and ratified as the approved Site Plan for the nine (9) existing units of VALMORAL TOWNHOUSES OF JACARANDA, INC. (Valmoral Site Plan) and further the new Site Plan for Wedgewood Estates, approved August 25, 1994 as may be amended from time to time ("Wedgewood Site Plan") last revised January 19, 1994 is hereby confirmed and ratified as the Approved Site Plan for Wedgewood Estates. Any and all uses of the real and personal property described in the Exhibits attached hereto shall be

consistent with and in compliance with these two (2) Site Plans. Any amendments to the Valmoral or Wedgewood Site Plans (except modifications to the elevations or location of building pads of the individual homes which need only be approved by the individual association involved) must be approved as set forth below. Any amendment to the Valmoral Site Plan (except modifications to the elevations or location of building pads of the individual homes must be approved in advance by a majority of the members of the Wedgeval Master Association, Inc. as well as obtaining a majority approval of the members of Valmoral Townhomes at Jacaranda, Inc. Any amendment to the Wedgewood Estates Site Plan (except modification to the elevation or location of building pads of the individual homes) must be approved in advance by not less than eighty (80%) percent of the Wedgeval Master Association, and by a majority of the members of the Wedgewood Estates, Inc. Both Associations and the members thereof agree to hold the City of Plantation harmless for its role in the evaluation and ultimate approval or disapproval of any requested amendments to either site plan. Furthermore, in the event either Association denies the validity of the issuance of building permits or other action taken by the City of Plantation at the request of either Association or their respective members, the sole remedy for either Valmoral Townhouses at Jacaranda, Inc., Wedgewood Estates, Inc. or their respective members shall be injunctive relief against each other and no action shall lie with the City of Plantation or any agencies thereof for its role in evaluating and responding to either Association's request.

**Section 9. Amendments.** All amendments affecting this Article entitled Unified Control must be approved in advance by the Plantation City Council or the City Legal Department before same are deemed effective.

**Section 10. Duration.** The covenants and restrictions of this Declaration shall run with the land and bind the properties and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owner of any land subject to this Declaration, and such governmental entities having authority to enforce this Declaration, and their respective legal representatives, heirs, successors and assigns, in perpetuity from the date this Declaration is recorded.

#### ARTICLE IX

#### GENERAL PROVISIONS

**Section 1. Notice.** Unless otherwise specified herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

**Section 2. Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction hereof or rules and regulation promulgated pursuant thereto, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Declarant, The Master Association, any Owner or governments entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The covenant may also be enforced by the Architectural Control Committee. The prevailing party in any proceeding at law or in equity provided for

in this Section shall be entitled to recover in said suit the cost of action, including reasonable attorney's fees to be fixed by the court, including attorney's fees and costs in connection with the appeal of any such action.

**Section 3. Severability.** Invalidation of any one of the covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment of a court order, shall in no way affect any other provisions, all of which shall remain in full force and effect.

**Section 4. Amendment.** In addition to any other manner hereof provided for the amendment of this Declaration, any provision hereof may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument pursuant to the following: by Owners holding not less than a majority vote of the membership in each Constituent Association, and by a majority of the vote of the Members of the Master Association; but in no event will any amendment hereunder become effective without the written consent of the City of Plantation or its Legal Department. Anything herein to the contrary notwithstanding, any amendment must have the written consent of the two Institutional Lenders holding the greatest number of mortgages secured by Units with the exception that an amendment to Article V, Section 10 must have the consent of all mortgagees holding mortgages secured by units.

**Section 5. Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of The Master Association and the Articles of Incorporation shall take precedence over the By-Laws. True and correct copies of the Master Association's Articles of Incorporation and By-Laws are attached hereto, labeled Exhibits "B" and "C" respectively, as made a part hereof.

**Section 6. Effective Date.** This Declaration shall become effective upon its recordation in the Broward County Public Records.

**Section 7. Headings.** The headings of articles, sections and paragraphs of this Declaration are intended as an aid only and are not binding or conclusive as to the contents which follow.

**Section 8. Release.** The restrictions, covenants and servitudes found in that certain Declaration of Covenants, Conditions and Restrictions relating to Valmoral Townhouses which was recorded on May 11, 1984 in O.R. Book 11695, Page 243, of the Public Records of Broward County, Florida, and no longer valid and/or binding upon any portion of Valmoral Parcel 540.

**Section 9. Limitation on Enforcement.** The provisions of Article VI, Sections 7, 8 and 9 of this Declaration shall not be applicable to the real property or common areas of the Valmoral Association or the Wedgewood Association, the maintenance operation of those properties being governed by the respective Declaration of Covenants, Conditions and Restrictions of each Association rather than this Master Association.

Executed as of the date first above written.

Signed in the presence of:

Deanna Negreira  
Witness  
Print Name DEANNA NEGREIRA

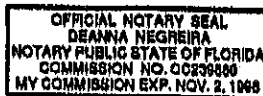
C. William Luytzen Jr.  
Witness  
Print Name C. William Luytzen Jr.

WEDGEWOOD ESTATES, INC.

By: Mark S. Krohn  
Mark S. Krohn, President  
and Secretary

STATE OF FLORIDA  
COUNTY OF

THIS IS NOT AN OFFICIAL COPY  
The foregoing instrument was acknowledged before me this 22  
day of September, 1994, as MARK S. KROHN, as President and  
Secretary, of Wedgewood Estates, Inc., who is personally known to  
me or who has produced driver's license as identification.



Deanna Negreira  
NOTARY PUBLIC  
Print Name: DEANNA NEGREIRA  
My Commission Number:  
My Commission Expires:  
Seal:

Signed in the presence of:

Deanna Negreira  
Witness  
Print Name: DEANNA NEGREIRA

C. William Luytzen Jr.  
Witness  
Print Name: C. William Luytzen Jr.

WEDGEWOOD ESTATES COMMUNITY  
ASSOCIATION, INC.

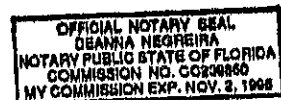
By: Mark S. Krohn  
MARK S. KROHN, President  
and Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

} SS:

The foregoing instrument was acknowledged before me this 22  
day of September, 1994, by MARK S. KROHN, as President and  
Secretary, of Wedgewood Estates Community Association, Inc., who is  
personally known to me or who has produced driver's license as  
identification.

Deanna Negreira  
NOTARY PUBLIC  
Print Name: DEANNA NEGREIRA  
My Commission Number:  
My Commission Expires:  
Seal:





Signed in the presence of:

[Signature]  
Witness

Print Name: Danisa Berger

C. William Laystream Jr  
Witness

Print Name: C. William Laystream Jr

VALMORAL TOWNHOUSES  
JACARANDA, INC.

By: [Signature]  
Print Name: Linda Holt  
as President



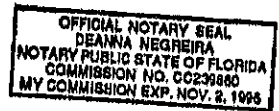
Attest: [Signature]  
Print Name: Roxana K. Paradele  
as Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

THIS IS NOT AN  
ORIGINAL COPY

The foregoing instrument was acknowledged before me this 4th day of October, 1994, by Linda Holt, as President and Roxana K. Paradele, as Secretary, of Valmoral Townhouses at Jacaranda, Inc., who are personally known to me or who have produced drivers license as identification.

Deanna Negreira  
NOTARY PUBLIC  
Print Name: DEANNA NEGREIRA  
My Commission Number:  
My Commission Expires:  
Seal:



BK22859P60320

Landscape Maintenance

250.00

Clubhouse

275.00

Water- Pool & Clubhouse

150.00

Electric- Lights, Pool Pump, Clubhouse, Sprinklers

200.00

Sprinkler System

110.00

Fences

45.00

Insurance

200.00

Road Maintenance

55.00

Management Co.

390.00  
\$1950.00

Monthly: Approximately \$50.00 per unit

ADDITIONAL PAYMENT BY WEDGEWOOD ESTATES COMMUNITY ASSOCIATION, INC.  
MEMBERS TO WEDGEWOOD ESTATES COMMUNITY ASSOCIATION, INC.

The cost to maintain the landscaping per unit will be an additional \$35.00 per unit. This is for the 30, or 9, or 39 units. This includes 28 cuts, 10 trims and 3 fertilizations per year.

BK22859PG0321

EXHIBIT "A"

CONSENT AND JOINDER  
TO DECLARATION

RAYMOND BRIANT, III, as owner of Valmoral Townhouse Unit 1 of Valmoral Parcel 540, according to the Plat thereof, as recorded in Plat Book 106, Page 49, of the Public Records of Broward County, Florida, hereby joins in and consents to the Declaration of Restrictions and Restrictive Covenants for Wedgeval to which this Consent and Joinder is attached and agrees to abide by the terms of said Agreement.

[Signature]  
Witness

Print Name: John Williams

[Signature]  
Witness

Print Name: Robert A. Reed

STATE OF FLORIDA

COUNTY OF BROWARD

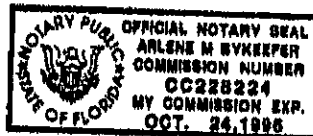
SS:

THIS IS NOT AN  
The foregoing instrument was acknowledged before me this 11 day of May, 19 94, by RAYMOND BRIANT III, who is personally known to me or who has produced as identification and who did take an oath.

NOTARY PUBLIC:

My Commission Expires:

Sign: Arlene M. Rykeker  
Print: Arlene M. Rykeker  
State of Florida at Large



**CONSENT AND JOINDER  
TO DECLARATION**

Robert Perez, as owner of Valmore  
Townhouse Unit 2 of Valmore Parcel 540, according to the Plat  
thereof, as recorded in Plat Book 106, Page 49, of the Public  
Records of Broward County, Florida, hereby joins in and consent  
to the Declaration of Restrictions and Restrictive Covenants to  
Wedgeval to which this Consent and Joinder is attached and agree  
to abide by the terms of said Agreement.

Consuelo Perez  
Witness

Print Name: Consuelo Perez

David R Perez  
Witness

Print Name: David R Perez

STATE OF FLORIDA  
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
17TH DAY OF MAY, 1994, by Robert Perez  
has produced OFFICIAL as identification and who  
did take an oath.

NOTARY PUBLIC:  
Sign: [Signature]  
Print: CHRISTIAN DIAZ  
State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL  
CHRISTIAN DIAZ  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 00000000  
MY COMMISSION EXP. DATE: 8/1/99

(SEAL)

CONSENT AND JOINDER  
TO DECLARATION

ALLAN R. KNIGHT, as owner of Valmoral  
Townhouse Unit 3 of Valmoral Parcel 540, according to the Plat  
thereof, as recorded in Plat Book 106, Page 49, of the Public  
Records of Broward County, Florida, hereby joins in and consents  
to the Declaration of Restrictions and Restrictive Covenants for  
Wedgeval to which this Consent and Joinder is attached and agrees  
to abide by the terms of said Agreement.

Yolanda Rodriguez  
Witness

Print Name: Yolanda Rodriguez

Candida Conde  
Witness

Print Name: Candida Conde

STATE OF FLORIDA

COUNTY OF BROWARD

THIS IS NOT AN  
OFFICIAL COPY  
The foregoing instrument was acknowledged before me this  
19<sup>th</sup> day of May, 1994, by Allan R. Knight, who is personally known to me or who  
has produced he as identification and who  
did take an oath.

NOTARY PUBLIC

My Commission Expires:

Sign: Candida Conde

Print: Candida Conde

State of Florida at Large

(SEAL)



CANDIDA CONDE  
My Commission CC380888  
Expires Oct. 03, 1997  
Bonded by HAI  
800-422-1806

**CONSENT AND JOINDER  
TO DECLARATION**

BuFORD L. Holt, as owner of Valmoral  
Townhouse Unit 4 of Valmoral Parcel 540, according to the Plat  
thereof, as recorded in Plat Book 106, Page 49, of the Public  
Records of Broward County, Florida, hereby joins in and consents  
to the Declaration of Restrictions and Restrictive Covenants for  
Wedgeval to which this Consent and Joinder is attached and agrees  
to abide by the terms of said Agreement.

[Signature]  
Witness

Print Name: Margie Mingo

[Signature]  
Witness

Print Name: Zaida Carreras

STATE OF FLORIDA

COUNTY OF BROWARD

11 The foregoing instrument was acknowledged before me this  
day of MAY, 19 94 by BuFORD L. Holt  
who is personally known to me or who  
has produced FLDL HVB-071-24-401-0 as identification and who  
did take an oath.

NOTARY PUBLIC:

My Commission Expires:

Sign: [Signature]  
Print: FELIX SCHWENGER  
State of Florida at Large

(SEAL)



FELIX SCHWENGER  
MY COMMISSION # 00310007 EXPIRES  
September 25, 1997  
GROSS TONY TRAY FARM INSURANCE, INC.

**CONSENT AND JOINDER  
TO DECLARATION**

Romana Roman Rindela, as owner of Valmoral  
Townhouse Unit 5 of Valmoral Parcel 540, according to the Plat  
thereof, as recorded in Plat Book 106, Page 49, of the Public  
Records of Broward County, Florida, hereby joins in and consents  
to, the Declaration of Restrictions and Restrictive Covenants for  
Wedgeval to which this Consent and Joinder is attached and agrees  
to abide by the terms of said Agreement.

[Signature]  
Witness

Print Name: SHARON K. JAHN

[Signature]  
Witness

Print Name: Dr. MacKinnon

STATE OF FLORIDA

SS:

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, this  
18th day of July, 1994, by Romana Roman  
Rindela, who is (personally known to me) or who  
has produced \_\_\_\_\_ as identification and who  
did take an oath.

NOTARY PUBLIC

Sign: [Signature]

Print: [Signature]

State of Florida at Large

My Commission Expires:

(SEAL)



CONSENT AND JOINDER  
TO DECLARATION

Laura Ann Marshall, as owner of Valmor  
Townhouse Unit 6 of Valmoral Parcel 540, according to the Pl  
thereof, as recorded in Plat Book 106, Page 49, of the Publ  
Records of Broward County, Florida, hereby joins in and consen  
to the Declaration of Restrictions and Restrictive Covenants f  
Wedgeval to which this Consent and Joinder is attached and agre  
to abide by the terms of said Agreement.

[Signature]  
Witness

Print Name: Donald F Marshall

Donald Marshall  
Witness

Print Name: Donald Marshall Jr.

STATE OF FLORIDA  
COUNTY OF BROWARD

THIS IS NOT AN  
The foregoing instrument was acknowledged before me this  
10th day of April, 1994, by Laura Ann Marshall  
and Donald Marshall Jr., who is personally known to me or w  
has produced properly filed to me as identification and w  
did take an oath.

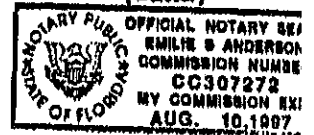
My Commission Expires:

8/10/94

NOTARY PUBLIC:

Sign: [Signature]  
Print: EMILIE S. ANDERSON  
State of Florida at Lar

(SEAL)





CONSENT AND JOINDER  
TO DECLARATION

Woodrow Wilson Hiers, as owner of Valmore  
Townhouse Unit 7 of Valmore Parcel 540, according to the Plat  
thereof, as recorded in Plat Book 106, Page 49, of the Public  
Records of Broward County, Florida, hereby joins in and consent  
to the Declaration of Restrictions and Restrictive Covenants for  
Wedgeval to which this Consent and Joinder is attached and agree  
to abide by the terms of said Agreement.

M. Sullivan  
Witness

H. Hiers

Print Name: M. Sullivan

B. Fagan  
Witness

Print Name: G. Fagan

STATE OF FLORIDA  
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
18 day of May, 19 94, by Woodrow Wilson Hiers, who is personally known to me or who  
has produced FL. DRIVER'S LICENSE as identification and who  
did take an oath.

NOTARY PUBLIC:

Sign: Margaret Sullivan  
Print: Margaret Sullivan  
State of Florida at Large

(SRAL)

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 18, 1994

CONSENT AND JOINDER  
TO DECLARATION

Roberto Perez & David Ray Perez, as owner of Valmoral  
Townhouse Unit 9 of Valmoral Parcel 540, according to the Plat  
thereof, as recorded in Plat Book 106, Page 49, of the Public  
Records of Broward County, Florida, hereby joins in and consents  
to the Declaration of Restrictions and Restrictive Covenants for  
Wedgeway to which this Consent and Joinder is attached and agrees  
to abide by the terms of said Agreement.

Witness

Print Name: CLAUDE CANAL

Witness

Print Name: DAVID RAY PEREZ

STATE OF FLORIDA

SS:

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this  
25<sup>TH</sup> day of May, 1994, by David Ray Perez  
has produced \_\_\_\_\_, who is personally known to me or who  
did take an oath. \_\_\_\_\_ as identification and who

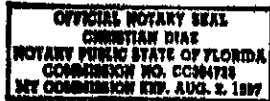
NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print: Christian Diaz  
State of Florida at Large

My Commission Expires:

(SEAL)



BK22859PG0329

**CONSENT AND JOINDER  
TO DECLARATION**

WEDGEWOOD PROPERTIES CORP., as owner of Valmoral  
Townhouse Unit 8 of Valmoral Parcel 540, according to the Plat  
thereof, as recorded in Plat Book 106, Page 49, of the Public  
Records of Broward County, Florida, hereby joins in and consents  
to the Declaration of Restrictions and Restrictive Covenants for  
Wedgeval to which this Consent and Joinder is attached and agrees  
to abide by the terms of said Agreement.

Daniel Krohn  
Witness

Mark S. Krohn Pres. Sec  
MARK S. KROHN, PRESIDENT AND SECRETARY

Print Name: DANIEL KROHN

Donna Berger  
Witness

Print Name: Donna Berger

STATE OF FLORIDA ss.  
COUNTY OF BROWARD

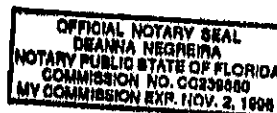
THIS IS NOT AN  
The foregoing instrument was acknowledged before me this  
22 day of September, 1994, by Mark S. Krohn  
President Secretary, who is personally known to me or who  
has produced drivers license as identification and who  
did take an oath.

NOTARY PUBLIC:

My Commission Expires:

Sign: Deanna Negreina  
Print: DEANNA NEGREINA  
State of Florida at Large

(SEAL)



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