

SPV-HO:HODData.1
 PREPARED BY:
 Philip G. Braun, Esq.
 Royal Palm Tower III
 Suite 5C
 1600 S. Dixie Highway
 Boca Raton, Florida 33432
 (305)368-5700

86-119065

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUN PLACE VILLAS

THIS DECLARATION, made this _____ day of February, 1986, by B & P USA, Inc., a Florida Corporation, which hereby declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (hereafter sometimes referred to collectively as the "covenants and restrictions"), as set forth below.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration and all its exhibits (unless the context otherwise requires), shall have the following meanings:

a. "Association" - shall mean the "Sun Place Villas Homeowners Association, Inc.", a Florida Corporation not for profit, its successors and assigns.

b. "Common Areas" - shall mean and refer to all those areas of land shown any any recorded subdivision plat of the Property intended to be devoted to the common use and enjoyment of the owners of the Lots, as well as any additional parcels of land on the Plat as the Developer may from time to time designate as Common Areas.

c. "Developer" - shall mean B & P USA, Inc., a Florida Corporation, its successors and assigns if such successors or assigns acquire the undeveloped portion of Sun Place Villas from the Developer for the purpose of development and are designated as such by the Developer.

d. "Lot" - shall mean any lot or other parcel with any and all improvements thereon, in Sun Place Villas, platted in the Public Records of Broward County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

e. "Owner" - shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

f. "Member" - shall mean an Owner who is a member of the Association as provided in Article III, Section 1 hereof.

g. "The Property" - shall mean all of such properties and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO, DELETIONS THEREFROM

INDEPENDENCE TITLE

2400 E. Commercial Blvd.
 Paragon Center Suite #423
 Ft. Lauderdale, Florida 33308

FE-86-153

Chiofo/D

REC 13300Pg 320

175 05

Section 1. Legal Description: The real property which is, and shall be held, transferred, sold, conveyed, devised and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described on "Exhibit A" attached hereto and made a part hereof (hereafter referred to as the "Property").

Section 2. Developer's Right to Add Additional Property or to Withdraw Property: Developer may from time to time bring additional real property now owned or hereafter acquired by the Developer (which may or may not be contiguous to the Property), under the provisions of this Declaration. The Developer may also withdraw portions of the Property. Neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the Members of the Association, materially increase the prorata share of the Association expenses payable by the Owners of the Property prior to such addition or withdrawal of Property. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Broward County, Florida, a Supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or any Owner or mortgagee of any of the Property.

Nothing herein shall obligate the Developer to submit additional real property to the provisions of this Declaration. The submission of additional real property to the provisions of this Declaration shall be at the sole discretion of the Developer.

Section 3. Merger or Consolidation; Dissolution: Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, the Property, rights and obligations of the Association, may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of the other association may, by operation of law, be added to the Property of the Association, as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration with the Property. In the event the Association is dissolved, terminated or shall no longer continue to exist for any reason whatsoever, other than merger or consolidation, the Association will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance. In the event the Association is unable to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of Broward County, State of Florida, for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property, and Common Areas. Any disposition of assets shall be conditioned upon the Common Areas being used for the purposes for which they were utilized by the Owners and the Association and shall be subject to the rights and interests of the Owners set forth in this Declaration.

Section 4. Platting and Subdivision Restrictions: The Developer shall be entitled at any time and from time to time, to plat or replat all or any part of the Property, and to file subdivision restrictions or amendments thereto with respect to any portions of the Property. The Developer further reserves the right to modify the site, number and construction design as to unbuilt units, from time to time and to delete and remove unbuilt units from the affect of this Declaration of Restrictions so that the Developer reserves the right to replat or to declare these deed restrictions null and void as to any lot or contiguous group of lots upon which the Developer has not commenced construction. Such "declaration of termination" shall be recorded in the Public Records of Broward County, Florida.

REC 13300pg 321

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns any part of the Property, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A: Class A Members shall be all of the Owners, as defined in Section 1, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the Articles of Incorporation of the Association, but in no event shall more than one vote be cast with respect to any such Lot.

Class B: The Class B Member shall be the Developer. Class B Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1, provided however, that notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as the Developer no longer holds the title to any Lot within the Property or to any additional property which may have been brought under the provisions hereof by recorded Supplemental Declarations, as set forth in Article II hereof. Within six (6) months from the date the Developer conveys title to the last Lot which it owns in the Property, or such earlier date as may be set by the Developer in its sole discretion, the Association shall conduct a turnover meeting for the purpose of electing directors by the Class A Members.

Section 3. Suspension of Voting Rights: Notwithstanding the provisions hereof, the Association shall have the right to suspend any Members voting right (other than the right of the Developer), for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days after the due date for the payment thereof.

ARTICLE IVPROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members Easements: Each Member of the Association and each tenant, guest and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for private streets, sidewalks and driveways from time to time laid out on the Common Areas for use in common with all other Members, their tenants, guests and invitees. The portion of the Common Areas not used, from time to time, for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for the use of such portion of such lands as common open space in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- a. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common

REC 13300pg 322

Areas in compliance with the provisions of this Declaration and with any restrictions on the plat or plats of the Property from time to time recorded.

- b. The right of the Association to suspend the voting rights of an Owner and right of an Owner to use the Common Areas (except any private streets, sidewalks and driveways from time to time located on the Common Areas) for any period during which any assessment against such Owners Lot remains unpaid for more than thirty (30) days after the due date for the payment thereof, and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published Rules and Regulations.
- c. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.
- d. The right of the Developer of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the Members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within the Property and by seventy-five percent (75%) of the Members present and voting at a regular or special meeting of Members duly called and regularly conducted in accordance with the By-Laws.

The right of an Owner to 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 regulations from time to time adopted by the Association in its lawfully adopted and published Rules and Regulations. The easements provided in this Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 2. Utility Easements: Public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands which the Developer may purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 3. Public Easements: Fire, police, health, sanitation and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Areas.

Section 4. Easement for Unintentional and Non-Negligent Encroachments: If any other building or improvement shall encroach upon any portion of a Lot, the Common Areas, an easement, or any combination thereof, by reason of original construction or by reason of the non-purposeful or non-negligent act of the Developer or any other Owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 5. Additional Easements: The Developer (during any period in which the Developer has any ownership interest in the Property), and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other utility easements, and to relocate any existing utility easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

REF 13300pg 323

For so long as the Developer is the owner of a Lot, in the ordinary course of business, the Developer, its licensees, employees, and agents shall have an easement over and across all the Lots and Common Areas for the purpose of constructing units and appurtenances, and any facilities on the Common Areas the Developer elects to construct. Provided, however, that any damage to landscaping, pavement, driveways, drainage structures or other structures caused by the Developer, its licensees, employees or agents during such construction shall be promptly restored and repaired by the Developer, the licensees, employees or agents causing such damage after completion of construction.

If a residence is constructed within one (1) foot of the side lot line of any Lot, in order to allow the owner of any such residence to maintain the wall facing the adjoining Lot, each Owner of such residence shall have an easement over the adjoining Lot, with the right of ingress and egress during reasonable times of day, for the purpose of maintaining and repairing the wall facing the adjoining Lot. The easement created in this section shall be permanent, perpetual and exclusive to the Owners involved.

Section 6. Maintenance of Common Areas: The 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 (upon completion of construction by the Developer), including, but not limited to, if applicable, all recreational facilities, landscaping, sprinkler pipes and systems, paving, drainage structures, lakes, ponds, canals and other watercourses and the banks, shorelines and boundaries thereof, walkways, common parking facilities, private streets, sidewalks, driveways, street lighting fixtures and appurtenances, entrance features and other structures, except public utilities, all such work to be done as ordered by the Board of Directors. The Common Areas shall include the grass areas to the edge of the pavement of any public or private roads. Maintenance of any street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Developer or the Association may repair, change, replace or restore the walls and fences that are on any of the Lots or Common Areas within the Property. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with lawfully adopted Rules and Regulations shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all portions of the Property and to excavate thereon, in connection with the maintenance of sprinkler pipes and systems, to the extent necessary for the performance of the work to be performed pursuant to this Section; provided, however, that the party causing any such excavations restores disturbed areas to the condition thereof immediately prior to such excavations. Any areas which are not designated Common Areas shall be maintained by the Owner of the particular lot, including the obligation of any Owner of a lot which is located on a lake canal or other waterway, to maintain the structures and grounds on said lot to the lake, channel or waterway.

Section 7. Common Walls: The common walls shared by Lot Owners and located in the vicinity of the Lot Boundary Line shall be party walls for the perpetual benefit of and use by the Lot Owner, including his heirs, assigns, successors and grantees, of each unit. In the event of damage or destruction of the party walls from any cause whatsoever, other than the negligence or wilful misconduct of only one of the Lot Owners, the Lot Owners using the party wall, shall, at their joint expense, repair and rebuild said walls and each Lot Owner shall have the right to full use as herein contained of said repaired or rebuilt walls.

REC 13300Pg 324

In the event it shall become necessary or desirable to perform maintenance upon the whole or any part of the party walls, such expense shall be shared equally by the Lot Owners of the adjoining townhouse units or their successors in title. Whenever any such wall or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially have been constructed, and shall be of the same size and of the same or similar materials and of equal quality.

Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer.

If a Lot Owner shall refuse to pay his share (part or all), any other Lot Owner or the Association may have such wall repaired and shall be entitled to a lien on the Lot of the Lot Owner so failing to pay, in an amount equal to that Lot Owner's share, plus costs.

In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lot shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner. The Lot Owner sharing a party wall shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Each common wall to be constructed on a Lot is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

ARTICLE V

ASSOCIATION COVENANT FOR

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments: The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas as provided in Article IV hereof, and the Exterior Finishing and Lawn Maintenance as provided in Sections 3 and 4 of this Article V, including any special assessments as provided in Sections 3 and 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided in Section 7 of Article IV, and in Sections 3 and 4 of this Article V, all assessments, both regular and special, shall be equally assessed against all Lots within the Property.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for maintenance of the Common Areas as provided in Article IV hereof, for Exterior Finishing as provided in Section 3 hereof, for Lawn Maintenance as provided in Section 4 hereof, for Capital Improvements as provided in Section 5 hereof, and to promote the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants.

Section 3. Exterior Finishing: The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained by the Association as originally installed by the Developer without prior approval of the Architectural Control Board, but prior approval by the

Architectural Control Board shall be necessary before any such exterior finishing color is changed. The Board of Directors shall determine the need for any exterior finishing under this Section 3. The Board shall estimate the cost of any such exterior finishing for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment, with the Owners as is necessary, including special assessments if necessary, to reflect the actual cost of such finishing. Such assessments shall be against all Lots equally (except for maintenance specifically requested by an Owner); provided, however, that the cost of any maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner.

Section 4. Lawn Maintenance: So long as title to the Common Areas is held by the Association, the Association shall be responsible for maintenance, lawn care and irrigation of those areas. The Common Areas shall include the grass areas to the edge of the pavement of any public or private roads. The Board of Directors of the Association shall estimate the cost of any such maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such maintenance. Such assessments for maintenance shall be against all Lots equally (except for maintenance specifically requested by an Owner); provided, however, that the cost of any maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted Rules and Regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the maintenance. It is the intention herof that the Association shall perform only routine maintenance as described in this Section 4.

For the purpose solely of performing the maintenance authorized by Sections 3 and 4, the Association, through its duly authorized agents, employees or independent contractors, shall have the right to enter upon any lot at reasonable hours of any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the required maintenance aforementioned. In addition, the owner of the adjoining property (not within The Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify any such adjoining property owner for any damage or injury to the easement areas caused by the use thereof for access to perform the exterior maintenance.

Section 5. Capital Improvements: Funds necessary for capital improvements relating to the Common Areas may be levied as special assessments by the Association, upon approval by a majority of the Board of Directors of the Association and upon approval by a two-thirds vote of Members voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 6. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for in this Article V shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The annual assessments shall be payable in advance in quarter-annual installments, or in annual or semi-annual installments if so determined by the Board of Directors of the Association.

The amount of the annual assessment may be changed, at any time, by said Board from that originally stipulated herein, or from any other assessment that is in the future adopted. The assessment shall be for

REC 13300pg 326

the calendar year, but the amount of the annual 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.

The due date of any special assessment for capital improvements under Section 5 hereof shall be fixed in the resolution of the Board of Directors authorizing such assessment.

Section 7. Duties of the Board of Directors: Except for the initial assessments specified in Section 6 above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot at least thirty (30) days in advance of the commencement of the assessment period and shall, at that time, 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. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The 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 Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request thereof. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.

Section 8. Collection of Assessments; Effect of Non-Payment; Personal Obligation of Owner; Lien; Remedies of Association: If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest legal rate of interest collectible in the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid and may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action. Including any prosecution or defense of counterclaims, cross claims and third party actions, and in the event a judgment is obtained, such judgment shall include interest on the assessment above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage, recorded prior to the recordation of a claim of lien, for any monies due any unpaid loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer.

Section 10. Liability of Developer for Assessments: Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that developer funds any deficit in operating expenses of the Association. Developer may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 11. Exempt Property: The Board of Directors shall have the right to exempt property, subject to this Declaration, from assessments, charges and 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 a public authority and devoted to public use.
- b. All Common Areas as defined in Article I hereof.
- c. All properties exempt 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 devoted to dwelling use shall be exempted from said assessments, charges or liens.

Section 12. Annual Budget: By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration must be met.

Section 13. Trust Funds: The portion of all regular assessment collected by the Association as reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interest may appear.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability: The provisions of this Article VI shall be applicable to all Lots situated within the Property.

Section 2. Land Use: No Lot shall be used except for residential purposes. No business, service repair or maintenance for the general public or Owners shall be allowed on any Lot or on the Common Areas at any time. Temporary uses for model homes, parking lots, or sales offices shall be permitted for the Developer.

Section 3. Change in Buildings: No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor, and such consent may be withheld if in the sole discretion of the Architectural Control Board it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of the Architectural Control

REC 13300P6 328

Board. Any permitted reconstruction shall be in the same location on the property and shall not exceed the size of the original construction.

Section 4. Building Location: Buildings shall be located in conformance with the Zoning Code of the County of Broward, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements: Easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plats of the Property. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing and whose decision shall be final.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Provided, however, that any of the Property not yet developed by Developer shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures: No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder (except gas tanks, gas container or gas cylinders as placed by the Developer in connection with the installation of swimming pools or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders (except gas tanks, gas containers or gas cylinders as placed by the Developer in connection with the installation of swimming pools or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Control Board referred to in Section 12 hereof.

Section 8. Signs: No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Property or Lots, except one sign of not more than one square foot used to indicate the

REC 13300pg 329

name of the resident, without the prior written consent of the Board of Directors of the Association, provided that the Developer, and its successors and assigns, so long as it has not sold all of its Lots in the Property, shall retain the right to disapprove any signs displayed to the public view, and provided further that the Developer, and its successors and assigns, so long as it has not sold all of its Lots in the Property, shall have the right to erect such signs as desired.

Section 9. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs weighing less than forty (40) pounds, cats, or other household pets may be kept, subject to Rules and Regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Property except in locations designated by the Association in its Rules and Regulations. In no event shall an Owner or any other person allow a dog anywhere on the Property unless carried or held on a leash not to exceed six (6) feet.

Section 11. Visibility at Intersections: No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control: No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board. 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. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board, which shall consist initially of two (2) members, or such number of members as may be set by the Board of Directors of the Association from time to time, and who need not be members of the Association, shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Architectural Control Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this Section.

Section 13. Landscaping: The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with this Declaration, as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Architectural Control Board. No artificial grass, plants or other artificial vegetation shall be placed

REC 13300Pg 330

or maintained upon the exterior portion of any Lot, unless approved by the Architectural Control Board.

Section 14. Commercial Trucks, Trailers, Campers: Except with the permission of the Association, no trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the streets. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment including station wagons, which bear signs or shall be printed on the same, or some reference to any commercial undertaking or enterprise, or vehicles of more than six feet (6') in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. If Developer shall elect to include a storage area for such vehicles within the Property, all such vehicles, boats, etc. must be stored within such area or within the garage located on a Lot.

Section 15. Fences: No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer, and except any approved by the Architectural Control Board as above provided.

Section 16. Garbage and Trash Disposal: No garbage, refuse, trash or rubbish shall be deposited on any Lot except in accordance with the rules and regulations of the Association; provided, however, that the requirements from time to time of any governmental agency for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. Drying Areas: No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Architectural Control Board.

Section 18. Drainage: No changes in elevations of Property subject to these Restrictions shall be made which will cause undue hardship to adjoining property with respect to natural runoff of rain water.

Section 19. Burial of Pipe and Tanks: No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 20. Rules and Regulations, Specific Restrictions: The following restrictions, Rules and Regulations shall be adhered to by each Owner, lessee, their guests and visitors:

- a. No Owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.
- b. All Owners and lessees of Lots in The Properties shall abide by this Declaration, the Articles of Incorporation, the By-Laws and all Rules and Regulations as they are adopted from time to time by the Board of Directors. The Owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change or amend any Rule or Regulation or adopt new Rules and Regulations, the same must be approved by a majority of the

REC 13300pg 331

Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a Rule or Regulation shall not require an amendment to the Declaration or the By-Laws.

Section 21. Springtree Restrictions: This Declaration is subject to the terms and conditions of the "Declaration of Restrictions and Covenants for all of Springtree" (hereafter referred to as the "Springtree Declaration"), of which the Property is a part, which Springtree Declaration is dated June 16, 1972, and is recorded in Official Record Book 4897, Page 28, of the Public Records of Broward County. In the event of an inconsistency between this Declaration and the Springtree Declaration, the Springtree Declaration shall be controlling.

ARTICLE VII

SALES ACTIVITY AND DEVELOPER'S RIGHTS

Notwithstanding any provision herein to the contrary, until the Developer has completed, sold and conveyed all of the Lots within the Property, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Developer, whether related to the Property or other developments of the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots for the showing of the property and display of signs, billboards, flags, placards and visual promotional materials. The Developer shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Developer determines. Developer reserves the inalienable right to complete the development of the Property, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.

ARTICLE VIII

ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES AND REGULATIONS

Section 1. Compliance by Owners: Every Owner shall comply with the restrictions and covenants set forth herein and any and all Rules and Regulations from time to time adopted by the Board of Directors of the Association.

Section 2. Enforcement: Failure of the Owner to comply with such restrictions, covenants, or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights and use of the Common Areas (except the private streets, sidewalks and driveways from time to time located on the Common Areas).

Section 3. Fines: In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, Rule or Regulation contained herein or promulgated pursuant hereto. The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IXTURNOVER

Section 1. Time of Turnover: The turnover of the Association by the Developer shall occur at the time as specified in Article III, Section 2 hereof.

Section 2. Procedure for Calling Turnover Meeting: No more than forty-five (45) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association.

Section 3. Procedure for Meeting: The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

ARTICLE XGENERAL PROVISIONS

Section 1. Duration: The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at such meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Notice: Any notice required to be sent to any 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 Association at the time of such mailing.

Section 3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding provided herein or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the property to enforce any lien created by these covenants and restrictions. Any failure by the

REC 13300pg 333

Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability: Invalidation of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

Section 5. Captions: The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

Section 6. Limitations: So long as the Developer is in control of the Association and is pursuing the development of the Property, the Association may take no action whatsoever in opposition to the development plan of the Property or to any changes proposed thereto by the Developer.

Section 7. Context: Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form or any nouns and pronouns herein shall be deemed to mean the corresponding plural form thereof and vice versa.

Section 8. No Implied Waiver: The failure of Developer, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

Section 9. Execution of Documents: The plan for the development of the Property may require from time to time the execution of certain documents required by Broward County or any other governmental agency. If and to the extent that said documents require the joinder of Owners, the Developer by its duly authorized officers may, as the agent or attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

Section 10. Conflicts: In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern and control.

Section 11. Developer Payments: Upon the demand of the Developer, the Association shall refund to the Developer any refundable payments or deposits made by the Developer to third parties in connection with the development of the Property. By example, and not by way of limitation, the Developer shall, upon demand, be reimbursed by the Association for refundable payments made to Florida Power & Light Company. Upon its receipt of such reimbursement from the Association, the Developer shall assign to the Association with recourse any of its rights to future repayments from the third party to whom the deposit or refundable payment was made,

OFF 13300pg 334

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Sun Place Villas has been executed by Developer on the day and year first above set forth.

WITNESSES:

B & P USA, INC.
a Florida Corporation

BY: [Signature]
Haim Polani, President
V.C.C. 7

CORPORATE SEAL:

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

I hereby certify, that on this 31st day of February, 1986, before me, personally appeared Haim Polani, the President of B & P USA, Inc., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of such corporation.

WITNESS my hand and official seal in the County and State and on the date last aforesaid.

[Signature]
Notary Public
My commission expires: Notary Public, State of Florida at Large
My Commission Expires Jan. 14, 1987.



OFF 13300Pg 335

MC:HOForm

CONSENT OF MORTGAGEE

WHEREAS, Sunrise Savings and Loan Association (the "Mortgagee"), is the holder of a mortgage executed upon lands in Broward County, Florida (the "Mortgage"), executed by B & P USA, Inc. (the "Mortgagor"), a Florida Corporation, in favor of the Mortgagee, which lands are further described in Exhibit "A" attached hereto (the "Mortgaged Property"); and

WHEREAS, the Mortgagor desires to make, execute and record a Declaration of Covenants and Restrictions for Sun Place Villas (the "Declaration"), to which this consent is attached, which Declaration is against the Mortgaged Property,

NOW THEREFORE, for good and valuable consideration, the Mortgagee agrees and declares as follows:

1. The Mortgagee consents to the making, execution and recordation of the Declaration.
2. By consenting to the recordation of the Declaration, the Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration.
3. Nothing contained in this Consent is intended to affect, modify, or impair the lien of the Mortgage on any portion of the Mortgaged Property. The Mortgage shall continue to be a lien upon all of the Mortgaged Property.
4. All of the terms and conditions of the Mortgage shall remain in full force and effect.
5. Nothing contained in this consent shall affect, modify or impair the priority of the lien of the Mortgage as a first lien on the Mortgaged Property, and the lien of the Mortgage shall be prior to any liens or claim of lien of any kind, including, without limitation, any lien or claim of lien of the Sun Place Villa Homeowners Association, Inc.

IN WITNESS WHEREOF, the Mortgagee executed this consent this 28th day of March 1988x6.

Signed, Sealed and Delivered
in the presence of:

SUNRISE SAVINGS AND LOAN ASSOCIATION

By: [Signature]
Daniel L. Wald, Sr. Vice President

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY, that on this 28th day of March, 1988x6, before me, appeared: Daniel L. Wald to me known to be the Sr. Vice President of Sunrise Savings and Loan Association, who each executed the foregoing and acknowledged same to me.

[Signature]
Notary Public
My commission expires:
Leslie Eboli, Notary Public
Palm Beach County, State of Florida
My Commission Expires Jan. 23, 1990

[Notary Seal]

Return to: ↓
INDEPENDENCE TITLE
2400 E. Commercial Blvd.
Paragon Center Suite #423
Ft. Lauderdale, Florida 33308

FE86-153 CH:af10

OFF 13200pg 336

EXHIBIT A

The legal description of the Property, referred to in Article II, Section 1, as submitted by this Declaration is as follows:

A portion of Tract 9 in SPRINGTREE, according to the plat thereof recorded in Plat Book 75, at Page 49, of the Public Records of Broward County, Florida, Being more particularly described as follows:

Beginning at the S. E. corner of said Tract 9, thence North $89^{\circ}56'45''$ West, along the south line of said Tract 9, a distance of 631.19 feet, thence North $00^{\circ}03'15''$ East, a distance of 438.44 feet, thence South $89^{\circ}56'45''$ East, a distance of 420.69 feet, thence South $00^{\circ}03'15''$ West, a distance of 230.46 feet, thence South $89^{\circ}56'45''$ East, a distance of 210.50 feet, thence South $00^{\circ}03'15''$ West a distance of 207.98 feet to the Point of Beginning.

REC 13300pg 337

BY-LAWS
OF
SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.
(a Corporation Not For Profit)

ARTICLE I

NAME AND LOCATION

The name of the corporation is SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1515 N. Federal Highway, Suite 300, Boca Raton, Florida 33432, but meetings of the members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Covenants, Conditions and Restrictions applicable to the property which is described in ARTICLE III of the Articles of Incorporation of the Association and recorded in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting: The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on such day and at such time and at such place in the month of February of each year as may be determined by the Board of Directors in their absolute discretion.

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 direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote there at, 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 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 there at 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.

Section 5. 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 IV

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 two (2) nor more than seven (7) persons who shall be members of the Association.

Section 2. Term of Office: Except for the first Board, all Directors shall be elected at each annual meeting of the members of the Association for a minimum term of one (1) year and a maximum term of three (3) years. The Board of Directors shall have the authority to stagger the term of the Directors.

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 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 a 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 V

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 or more members of the Association who may or may not be Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the closer of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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. Such nominations shall be made from among members.

Section 2. Election: Election to the Board of Directors shall be by secret written ballot, unless only one person is nominated for each position to be filled in which event election may be by voice vote or by show of hands. 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 VI

MEETING OF DIRECTORS

Section 1. Regular Meeting: Regular meetings of the Board of Directors shall be held every three (3) months without notice, at such place and hours 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. Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors after not less than three (3) days notice to each Director.

Section 3. 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 VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: The Board of Directors shall have power to:

(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 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; and,

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) designate an executive committee to consist of one or more members of the Board of Directors which shall exercise the powers of the Board of Directors in the management of the business and affairs of the Association.

Section 2. Duties: It shall be the duty of the Board of Directors to:

(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:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days after due date.

(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.

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

(g) Cause the Common Area and wooden exterior surfaces of the fences and dwellings to be maintained as provided in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of this Association shall be a president and a vice president, a secretary, and a treasurer, all of whom shall at all times be members of the Board of Directors.

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 the Association shall hold office for a term for such period of time as designated by the Board of Directors.

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 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 co-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 IX

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 purposes.

ARTICLE X

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 XI

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 assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowable by law, 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 attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Limited Common Area, or abandonment of his property.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

OFF 13300pg 342

ARTICLE XIII

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 XIV

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 SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands on this 3 date of March, 1988.


Haim Polani - Vice President


Elhou Ben-Aziz President


Philip G. Braun

OFF 13300pg 343

SPY-INC
HOPdata.1

ARTICLES OF INCORPORATION
OF
SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

REGISTERED AGENT

The street address of the registered office of the Association is 1515 N. Federal Highway, Suite 300, Boca Raton, Florida 33432, and the name of the registered agent is Haim Polani.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain real property described in the Declaration of Covenants, Conditions and Restrictions to which these Articles of Incorporation are attached, as recorded in the Public Records of Broward County, Florida, (hereinafter referred to as the "Declaration"), and such additions thereto as may be brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Broward County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell 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

FILED
1995 OCT 10 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

REC 13300PG 344

transfer shall be effective unless a vote of two-thirds of each class of members, agreeing to such dedication, sale or transfer has been obtained at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Lot.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration.

(g) Have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

(a) Until such time as the Declaration shall be recorded among the Public Records of the County in which the property is located, the membership of this Association shall be comprised of the Subscribers of these Articles, or their assigns, each of which Subscribers, or his assigns, shall be entitled to cast one (1) vote on all matters in which the membership shall be entitled to vote.

(b) After the recording of the Declaration, the owners of each Unit or Lot subjected to the Declaration (including the Declarant) shall automatically become members of the Association. For the purposes hereof, an owner shall be defined as a person(s) or entity acquiring a fee simple title to the Unit or Lot via the recording of a deed in the public records. When more than one person or an entity is an owner of any Unit or Lot, all such persons shall be members. However, the vote for such Unit or Lot shall be exercised as they may determine, but in no event shall more than one vote be cast with respect to any Unit or Lot. The owners shall indicate the person designated to cast the one vote by filing with the secretary for the Association a "Certificate of Appointment of Voting Representative" in accordance with the form attached hereto as "Exhibit A", or such other form as may be adopted by the Board of Directors from time to time.

(c) Notwithstanding anything herein to the contrary, the Declarant, or its successors or assigns shall have the right to elect a majority of the Board of Directors of the Association until such time as the Declarant no longer holds the title to any portion of the properties subject to the Declaration, or such earlier date as may be designated by the Declarant in its absolute discretion.

(d) Owners shall become members in the Association upon the recording of the deed evidencing such ownership. Membership shall be compulsory and shall continue until such time as the member transfers or conveys of record his fee simple interest in the Unit or Lot, upon which occurrence the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot which is subject to the Declaration.

(e) The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit or Lot. The properties, funds and assets of the Association shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the By-Laws which shall be adopted.

OFF 13300pg 345

(f) Members of the Association shall have no vested right, interest, or privilege of, in or to the assets, functions, affairs or franchises of this Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after membership ceases, or while such member is not in good standing. When a member is not in good standing for failure to pay assessments or otherwise, such member shall not be entitled to vote or exercise any other rights of a member in the Association.

ARTICLE V

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than two (2) nor more than seven (7) persons who shall be members of the Association.

The first election of Directors shall not be held until after the Declarant has closed the sales of all of the Lots within the Properties, or until such earlier date as may be designated by the Board of Directors in its absolute discretion. The Directors named in these Articles 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.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
Haim Polani	1515 N. Federal Hwy., Boca Raton, Fl. 33432
Elihou Ben-Aziz	1515 N. Federal Hwy., Boca Raton, Fl. 33432
Philip G. Braun	1600 S. Dixie Highway, Ste 5C, Boca Raton, FL 33432

ARTICLE VI

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Notwithstanding anything contained hereinabove to the contrary, in the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court of the State of Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the properties.

ARTICLE VII

DURATION

The Association shall exist perpetually.

ARTICLE VIII

AMENDMENTS

Amendment of these Articles shall require the assent of a majority of the entire membership.

ARTICLE IX

SUBSCRIBERS

The name and street addresses of the Subscriber to these Articles of Incorporation is Haim Polani, 1515 N. Federal Highway, Suite 300, Boca Raton, Florida 33432.

ARTICLE X

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by several Vice-Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The name and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Elihou Ben-Aziz

Secretary-Treasurer: Haim Polani

ARTICLE XI

BY-LAWS

The Board of Directors shall adopt By-Laws.

The By-Laws of the Association 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.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any Director or officer of the Association who is made a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(a) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and,

(b) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

REC 13300PG 347

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Any indemnification under this ARTICLE XII (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this ARTICLE XII. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority of Members of the Association representing a majority of the total votes of the Membership.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

The indemnification provided by this resolution shall not be deemed exclusive of any other rights to which the Association's Directors, officers, employees or agents may be entitled under the Association's By-Laws, agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Notwithstanding the foregoing provisions, indemnification provided under this ARTICLE XII shall not include indemnification for any action of a Director, officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

The Association shall have the power, but shall not be obligated to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors of officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at or participates in meetings of the board or committee thereof which authorized the contract or transaction or solely because said officers or directors votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said Director or officer may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this Association under the Laws of the State of Florida, the undersigned, constituting the subscriber to this Association, have executed these Articles of Incorporation on December 2, 1985.

[Signature]
Witness
[Signature]
Witness

[Signature]
HAIM POLANI

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT;

[Signature]
HAIM POLANI

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on December 2, 1985, personally appeared before me Haim Polani, to me personally known and he acknowledged before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

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

[SEAL]

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Nov. 11, 1989.
Succeded thru Notary Public Underwriters.

OFF 13300P6 349

EXHIBIT "A"CERTIFICATE OF APPOINTMENT
OF
VOTING REPRESENTATIVE

THIS IS TO CERTIFY that the undersigned, being all of the record owners of Unit (Lot) Number _____ of the SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC., (hereafter the "Association"), and having a street address of:

have designated:

(FILL IN NAME OF VOTING REPRESENTATIVE)

as their representative to cast all votes and to express all approvals that they may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided for by the Articles of Incorporation, By-Laws, and Declaration of Covenants, Conditions and Restrictions of the Association.

This certificate shall be valid until revoked by a subsequent Certificate of Appointment.

DATED:

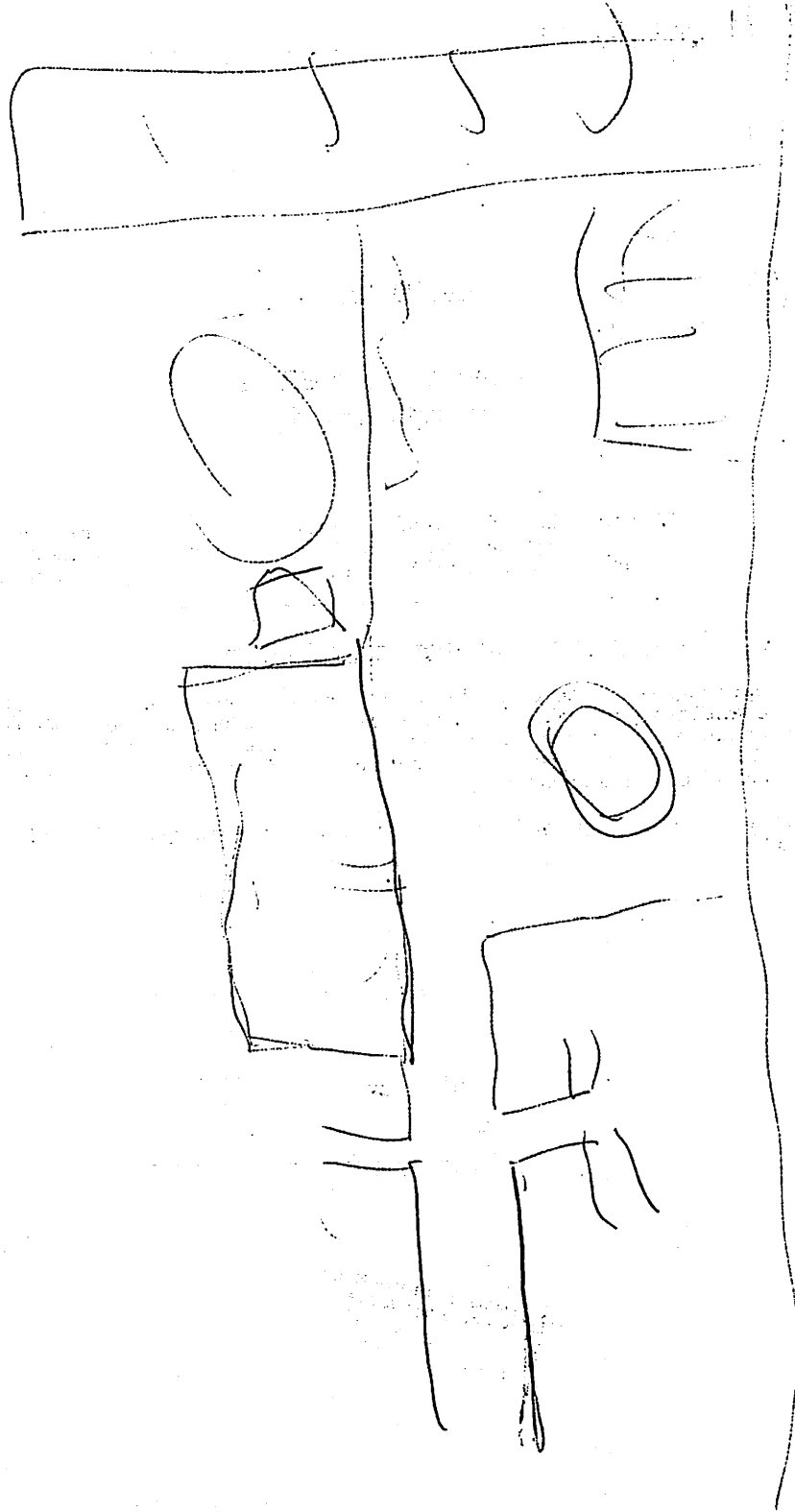
Unit Owner _____

Unit Owner _____

Unit Owner _____

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 13300Pg 350



Feb 31

AMENDMENT TO ARTICLE VI, SECTION 22
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.

Ref checks file # - 86-119065 off Rec 1370016 J 20

ARTICLE VI, SECTION 22 - RESTRICTIONS ON USE OF THE PROPERTY

Residential Use. The leasing or renting of any Lot shall be permitted by any Owner that is current with all assessments and other monies due to the Association and is otherwise in good standing and shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. In the event that the Association disapproves the proposed lease, the lease shall not be made. The Association may require a non-refundable transfer fee not to exceed \$100.00 (or such other amount as may be permitted by law) per application to defray the Association's administrative expenses, including the cost of a credit check. The process for obtaining Association approval is as follows:

Application for Approval shall be made on a form supplied by the Association. The Association may require the leases be drawn on a standard form to be supplied by the Association. The Association may accept an alternate lease form provided that the lessor(s) and the lessee(s) execute such addendum or addenda to said lease form as the Board of Directors may from time to time require for the protection of the Association's interests.

Applications must be accompanied by a copy of the bona fide, fully executed lease form, together with the aforementioned non-refundable transfer fee not to exceed \$100.00 (or such other amount as may be permitted by law) per application and such other information as the Association may require.

No greater than Twenty Percent (20%) of the total number of Lots may be leased at any one time. The Board of Directors at its sole and absolute discretion, may allow exceptions to this requirement for unusual circumstances of hardship. The Board of Directors shall establish uniform guidelines defining hardship exceptions to this requirement to be applied on a case by case basis.

The Association may require a personal interview with all prospective tenants at a time and place to be determined by the Board of Directors. No notice to the Association shall be considered complete or effective without this interview. The Board of Directors may waive this provision at its sole and absolute discretion, as circumstances may require.

All renewal leases shall be subject to re-approval of the Board of Directors and are subject to the Twenty Percent (20%) limitation discussed above, however, an application fee shall not be required.

Upon receipt of all required documents, information and fees, as required herein, the Association shall have thirty (30) days in which to consider the application and render its written decision to the Owner. The Association's failure to act within the above specified thirty (30) days shall be deemed to be an approval of the application. Should the Association disapprove the proposed transaction, the lease shall not be made.

The Association's approval shall be by an instrument in writing executed by an officer of the Association.

The occupancy of any Lot in contravention of these transfer procedures shall be deemed void and an unauthorized occupancy and shall be subject to such legal action as the Association may deem appropriate including, but not limited to, the right to evict the unauthorized occupant with the Association acting as the agent for the Owner.

→ Eliot Lupton PA
1975 E. Sunrise Blvd - 5th FL
Ft Lauderdale, FL 33304
Attn: Jerold D. Fawcett, Esq.

BK21993PG0277

②
SM

Eduardo C. Martinez
EDUARDO C. MARTINEZ, President
SUN PLACE VILLAS HOME OWNERS
ASSOCIATION

7680 NW 38th Ct
Sunrise FL 33351

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
EDUARDO C. MARTINEZ, to me personally known, who deposes and says
that the foregoing is a true and accurate statement.

DATED this 12th day of April, A.D., 1994.

Phyllis M. Miller
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:



PHYLLIS M. MILLER
My Comm. Exp. 2-15-96
Renewed By Service Int. Co.
Commission # 0008787

Reference file # 86-119065
Official Rec 13300 pg 320

Prepared by
Jerold Feuerstein esq
Eliot Lupton P.A.
1975 E Sunrise Blvd
5th Floor
Ft Lauderdale FL 33304

This document is
being prepared to
amend the declaration
of covenants and
Restrictions for
Sun Place Vill.
Official Records
Book and page
~~13300~~
13300 pg 320
Specifically
Official Records
Book and page
13300 pg 320

BK21993PG0278

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
ENTRY NUMBER 1211

94-240709 T#001
05-13-94 11:30AM

AMENDMENT TO ARTICLE IV, SECTION 8
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUN PLACE VILLAS HOME OWNERS ASSOCIATION, INC.

ARTICLE IV
SECTION 8

DESIGNATION OF PARKING SPACES

The Association will have the sole responsibility for the designation of parking spaces. Since there are a limited amount of spaces, the Association shall have full discretion based upon the following criteria as to which home owner will get a particular parking space:

Each homeowner of SUN PLACES VILLAS will be assigned two (2) parking spaces. The primary criteria of the designation will be the proximity of the space to the residence of the homeowner. If the parking space is in close proximity to more than one (1) dwelling, the Association will assign the parking space in question to the homeowner who has been a resident for the greater period of time. All residents must park in their assigned spaces; there will be no exceptions.

After all of the parking spaces are assigned to residents of SUN PLACE VILLAS, the remaining spaces, no matter where they are located, will be assigned as guest spaces, for the use of family, guests, invitees, or employees or independent contractors of residents of SUN PLACE VILLAS.

Any violation of this Amendment will subject the homeowner to the enforcement provision of Article X, Section 3 of The Declaration of Covenants and Restrictions for SUN PLACE VILLAS.

BK22138PC0316

2
57

Eduardo Martinez

EDUARDO MARTINEZ, President
Sun Place Villas Homeowners Ass'n.
7680 NW 38 Court
Sunrise, Florida 33351

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
EDUARDO C. MARTINEZ, to me personally known, who deposes and says
that the foregoing is a true and accurate statement.

DATED this 4 day of May, A.D., 1994.

My Commission Expires:

2-24-96

Lorraine Ann De Francisco
NOTARY PUBLIC, State of Florida
at Large



THIS DOCUMENT IS BEING PREPARED TO AMEND THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR SUN PLACE VILLAS, OFFICIAL RECORDS
BOOK 13300, PAGE 320, SPECIFICALLY RECORDS BOOK 13300 AND PAGE
323.

Reference File No.: 86-119065

THIS DOCUMENT PREPARED BY:
JEROLD C. FEURSTEIN, ESQUIRE
LAW OFFICES OF ELIOT J. LUPKIN, P.A.
1975 East Sunrise Boulevard
5th Floor *suite 515*
Fort Lauderdale, Florida 33334
(305) 767-9200

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

BK22138PC0317

**SECOND AMENDMENT TO ARTICLE VI, SECTION 22
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUN PLACE VILLAS HOME OWNERS ASSOCIATION, INC.**

**ARTICLE VI
SECTION 22**

RESTRICTIONS ON USE OF THE PROPERTY

Rentals. The leasing or renting of any Lot shall be permitted by any Owner that is current with all assessments and other monies due to the Association and is otherwise in good standing and shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. In the event that the Association disapproves the proposed lease, the lease shall not be made. The Association may require a non-refundable transfer fee not to exceed \$100.00 (or any other amount as may be permitted by law) per application to defray the Association's administrative expenses, including the cost of a credit check. The process for obtaining Association approval is as follows:

Application for Approval shall be made on a form supplied by the Association. The Association may require the leases be drawn on a standard form to be supplied by the Association. The Association may accept an alternative lease form provided that the lessor(s) and the lessee(s) execute each addendum or addenda to said lease form as the Board of Directors may from time to time require for the protection of the Association's interests.

Applications must be accompanied by a copy of the bona fide, fully executed lease form, together with the aforementioned non-refundable transfer fee not to exceed \$100.00 (or such other amount as may be permitted by law) per application and any such other information as the Association may require.

No greater than twenty percent (20%) of the total number of Lots may be leased at any one time. However, if greater than twenty percent (20%) of the Lots are presently leased, rental of those properties will be permitted until the expiration of the present lease agreements. The Board of Directors at its sole and absolute discretion, may allow exceptions to this requirement for

→ Eliot J. Lupkin Esq.
1975 E. Sunrise Blvd 5th Fl
Ft. Lauderdale, FL 33304

BK22474 PGD 112

✓ (4) 3m

unusual circumstances of hardship. Unusual circumstances of hardship shall be defined as death, illness, change of employment or severe economic hardship.

The Association may require a personal interview with all prospective tenants at a time and place to be determined by the Board of Directors. No notice to the Association shall be considered complete or effective without this interview. The Board of Directors may waive this provision at its sole and absolute discretion, as circumstances may require.

All renewal leases shall be subject to re-approval of the Board of Directors and are subject to the twenty percent (20%) limitation discussed herein; however, an application fee shall not be required.

If two or more residents simultaneously bring forward the requisite application, together with the proper fee to the Association, and there is only one (1) potential Lot to be rented subject to the twenty percent (20%) cap, the Association shall allow the homeowner who has been a resident of Sun Place Villas for a greater period of time to rent their respective lot.

Upon receipt of all required documents, information and fees, as required herein, the Association shall have thirty (30) days in which to consider the application and render its written decision to the Owner. The Association's failure to act within the above required thirty (30) days shall be deemed to be an approval of the application. Should the Association disapprove the proposed transaction, the lease shall not be made.

The Association's approval shall be by an instrument in writing executed by an officer of the Association.

The occupancy of any Lot in contravention of these transfer procedures shall be deemed void and an unauthorized occupancy and shall be subject to such legal action as the Association may deem appropriate; including but not limited to, the right to evict the unauthorized occupant with the Association acting as the agent for the owner, and any other remedies pursuant to Article X, section 3 of the Declaration of Covenants and Restrictions for Sun Place Villas.

Sales. The sale of any Lot shall be permitted by any Owner that is current with all assessments and other monies due to

the Association and is otherwise in good standing and shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld.

In the event that the Association disapproves a proposed buyer, the sale shall not be consummated. The Association may require a non-refundable transfer fee, not to exceed \$100.00. (or any other amount as may be permitted by law) per application to defray the Association's administrative expenses, including the cost of a credit check. The process for obtaining Association approval to purchase a dwelling is as follows:

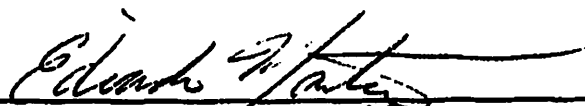
Applications must be accompanied by a copy of the bona fide, fully executed sale purchase contract, together with the aforementioned non-refundable transfer fee not to exceed \$100.00 (or such other amount as may be permitted by law) per application and any such other information as the Association may require.

The Association may require a personal interview with all prospective buyers at a time and place to be determined by the Board of Directors. No notice to the Association shall be considered complete or effective without this interview. The Board of Directors may waive this provision at its sole and absolute discretion, as circumstances may require.

Upon receipt of all required documents, information and fees, as required herein, the Association shall have thirty (30) days in which to consider the application and render its written decision to the buyer. The Association's failure to act within the above required thirty (30) days shall be deemed to be an approval of the application. Should the Association disapprove the proposed transaction, the lease shall not be made.

The Association's approval shall be by an instrument in writing executed by an officer of the Association.

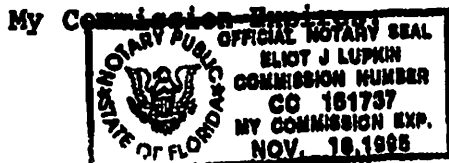
The sale of any Lot in contravention of these transfer procedures shall be deemed void and an unauthorized occupancy and shall be subject to such legal action as the Association may deem appropriate, pursuant to the Declaration of Covenants and Restrictions for Sun Place Villas Homeowner's Association, Inc.

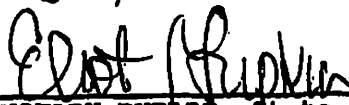

EDUARDO MARTINEZ, President
Sun Place Villas Homeowners Ass'n.
7688 NW 38 Court
Sunrise, Florida 33351

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
EDUARDO C. MARTINEZ, to me personally know, who deposes and says
that the foregoing is a true and accurate statement.

DATED this 11 day of July, A.D., 1994.




NOTARY PUBLIC, State of Florida
at Large

THIS DOCUMENT IS BEING PREPARED TO AMEND THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR SUN PLACE VILLAS, OFFICIAL RECORDS
BOOK 13388, PAGE 328, SPECIFICALLY RECORDS BOOK 13388 AND PAGE 323.

Reference File No.: 86-119865

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

THIS DOCUMENT PREPARED BY:
JEROLD C. FEUERSTEIN, ESQUIRE
LAW OFFICES OF ELIOT J. LUPKIN, P.A.
1975 East Sunrise Boulevard
Fifth Floor
Fort Lauderdale, Florida 33384
(385) 767-9288

BR22474EG0115

BOOK 81 JUL

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF
SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 21st day of March, 2005, by SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the DECLARATION of SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC. (hereinafter "DECLARATION") which have been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 13300 Page 320

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on October 26, 2004, the aforementioned DECLARATION was amended pursuant to the provisions of said DECLARATION.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the DECLARATION.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the DECLARATION are a true and correct copy of the amendments as amended by the membership:

- I. This Amendment hereby amends Article VI, Section 13 of the DECLARATION, as follows:
(Deletions indicated by strikeout, additions by underlining)

"Section 13. Landscaping: The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with this Declaration as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Architectural Control Board. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Architectural Control Board.

Effective upon recording of this provision, any homeowner who desires to plant non-fruit bearing flowers, plants or shrubs, outside of their respective home or Unit, may plant same without prior express written consent of the Architectural Control Board. However, any non-fruit bearing flower, plant or shrub planted by a homeowner according to this provision is required to be maintained by the homeowner who planted said landscaping. Additionally, the Architectural Control Board or the Board of Directors may determine, in their sole discretion, if a homeowner's landscaping needs maintaining or if said landscaping must be removed as same has become unsightly or overgrown. Should the Association be forced to maintain a homeowner's landscaping which was planted according to this provision, due to the fact that the landscaping has become unsightly or overgrown, as discussed above, the actual amounts incurred by the association in maintaining an owner's landscaping shall become a charge on the homeowner's account, collectible as an individual special assessment."

- II. This Amendment hereby amends Article VI, Section 22 of the DECLARATION, as follows:
(~~deleted~~, additions, ... as unchanged)

"... Effective upon recording of this provision, No greater than twenty ten percent (20% 10%) of the total number of Lots may be leased at any one time. However, if greater than twenty ten percent (20% 10%) of the Lots are presently leased, rental of those

properties will be permitted until the expiration of the present lease agreements. The Board of Directors at its sole and absolute discretion, may allow exceptions to this requirement for unusual circumstances of hardship. Unusual circumstances of hardship shall be defined as death, illness, change of employment or severe economic hardship.

The Association may require a personal interview with all prospective tenants at a time and place to be determined by the Board of Directors. No notice to the Association shall be considered complete or effective without this interview. The Board of Directors may waive this provision at its sole and absolute discretion, as circumstances may require.

All renewal leases shall be subject to re-approval of the Board of Directors and are subject to the ~~twenty ten~~ percent (~~20%~~ 10%) limitation discussed herein; however, an application fee shall not be required.

If two or more residents simultaneously bring forward the requisite application, together with the proper fee to the Association, and there is only one (1) potential Lot to be rented subject to the ~~twenty ten~~ percent (~~20%~~ 10%) cap, the Association shall allow the homeowner who has been a resident of Sun Place Villas for a greater period of time to rent their respective Lot. ..."

III. This Amendment hereby amends Article VIII, Section 3 of the DECLARATION, as follows; (~~deleted, additions, ... as unchanged~~)

"Section 3. Fines: In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, this family, guests, invitees, tenants, or employees to comply with any covenant, restrictions, Rule or Regulation contained herein or promulgated pursuant hereto. The exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

"Effective upon recording of this provision, the Fining Committee, in their sole discretion, may levy the following fines against an Owner as detailed in this provision, for the following violations including, but not limited to:

Infractions for \$50.00 Fines

- 1. Remodeling of Outside Structure(s) Without Association Approval**
- 2. Violation of Bulk Garbage procedures**
- 3. Dogs off the leash**
- 4. Car Repair on Common Areas**
- 5. Improper Parking of Vehicles**

Infractions for \$25.00 Fines

- 1. Violation of Animal Waste Removal Restrictions/Laws**
- 2. Temporary Structures on Premises**
- 3. Parking of unapproved boats/ water crafts, or unapproved vehicles on Property"**

IV. This Amendment hereby amends Article V, Section 8 of the DECLARATION, as follows; (~~deleted, additions, ... as unchanged~~)

"Section 8. Collection of Assessments; Effects of Non-Payment; Personal Obligation of Owner; Lien; Remedies of Association: If the assessments are not paid on the

date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest legal rate of interest collectible in the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid and may foreclose the lien as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, including any prosecution or defense of counterclaims, cross claims and third party actions, and in the event a judgment is obtained, such judgment shall include interest on the assessment above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

In addition to the other remedies available to the Association, if any assessment is not paid in full within thirty (30) days after the due date, the Association shall charge the defaulting Owner a late fee in the amount of \$25.00 per month until the delinquent assessment is paid in full.

V. Except as amended and modified herein, all other terms and conditions of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

VI. This Amendment has been proposed and adopted by at least a majority vote of the Board of Directors.

IN WITNESS WHEREOF, the Declaration has caused this Amendment to the DECLARATION of SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC., to be executed by the duly authorized officer, this 21st day of March, 2005.

SUN PLACE VILLAS HOMEOWNERS
ASSOCIATION, INC.

BY: [Signature], President

STATE OF FLORIDA)
COUNTY OF Broward)



Sidney K. Sanchez
My Commission 00224561
Expires June 22, 2007

[Signature]

THE FOREGOING instrument was executed before me this 21st day of March, 2005, by RADCLIFFE GETTEN, President of **SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.**, who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 21st day of March, 2005.

Sidney K. Sanchez
Notary Public
My commission expires: 6/22/07

This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
Katzman & Korr, P.A.
1501 NW 49th Street, Suite 202
Ft. Lauderdale, Florida 33309
(954) 486-7774
Declaration Recorded in Official Records
Book 13300, Page 320 of the Public
Records of Broward, Florida.



Sidney K. Sanchez
My Commission DD224581
Expires June 22, 2007

SPVA/D26
PREPARED BY AND RETURN TO:
Philip G. Braun, Esq.
1600 South Dixie Hwy., 5C
Boca Raton, Florida 33432

FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
SUN PLACE VILLAS

AND

87436689

FIRST AMENDMENT TO ARTICLES OF
INCORPORATION OF SUN PLACE VILLAS
HOMEOWNERS ASSOCIATION, INC.

AND

FIRST AMENDMENT TO BY-LAWS OF
SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions for Sun Place Villas, was duly recorded beginning in Official Records Book 13300, Page 320, of the Public Records of Broward County, Florida; and,

WHEREAS, the Articles of Incorporation and the By-Laws of Sun Place Villas Homeowners Association, Inc., were attached as exhibits to the Declaration; and,

WHEREAS, in a meeting duly called and noticed, held on Sept. 17th, 1987, the members of the Sun Place Villas Homeowners Association, Inc., the Association responsible for the operation of the development, by a vote in excess of 75% of the members present in person or by proxy and casting votes at such meeting, approved amendments to the Declaration, Articles of Incorporation and By-Laws.

NOW THEREFORE, the undersigned certifies that the following is a true copy of the amendments to the respective Declaration, Articles of Incorporation and By-Laws as made by the members.

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
SUN PLACE VILLAS

ARTICLE III, Section 2 - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION, is amended by the addition to "Class B" voting rights as follows:

Section 2. Voting Rights:

Class B: The Class B Membership shall cease and convert to a Class A membership upon the earlier of the following: (A) 75% of the units are deed to homeowners. (B) At the expiration of Two Years from the date of recording of this Amendment.

ARTICLE X - GENERAL PROVISIONS, is amended by the addition of a Section 12, which provides as follows:

Section 12. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

SEP 23 AM 11:45

BK1481960799

13-2-A

TOWN & COUNTRY TITLE, INC.
1100 S. State Road 7, Suite 212
Margate, Florida 33403

ARTICLE X- GENERAL PROVISIONS, is amended by the addition of a Section 13, which provides as follows:

Section 13. Amendment: This Declaration may be amended by recording among the Public Records of Broward County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a meeting was called for the purposes of an Amendment(s), and that the approval of at least 75% of the members entitled to vote and present in person or by proxy and casting votes approve the Amendment(s), and provided that no such Amendment(s) may be made without the consent of the Developer until the Developer's Class B membership ceases, and provided further that no such Amendment(s) shall affect or interfere with the vested property rights previously acquired by an Owner or a First Mortgagee.

AMENDMENT TO ARTICLES OF
INCORPORATION OF SUN PLACE VILLAS
HOMEOWNERS ASSOCIATION, INC.

ARTICLE III - PURPOSE AND POWERS OF THE ASSOCIATION, is amended by the addition of a Paragraph (i) which provides as follows:

(i) As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of these Articles of Incorporation.

ARTICLE VIII - AMENDMENTS, is as follows:

These Articles Of Incorporation may be amended by recording among the Public Records of Broward County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a meeting was called for the purposes of an Amendment(s), and that the approval of at least 75% of the members entitled to vote and present in person or by proxy and casting votes approve the Amendment(s), and provided that no such Amendment(s) may be made without the consent of the Developer until the Developer's Class B membership ceases, and provided further that no such Amendment(s) shall affect or interfere with the vested property rights previously acquired by an Owner or a First Mortgagee.

FIRST AMENDMENT TO BY-LAWS OF
SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII - AMENDMENTS, is amended as follows:

Section 1: These By-Laws may be amended by recording among the Public Records of Broward County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a meeting was called for the purposes of an Amendment(s), and that the approval of at least 75% of the members entitled to vote and present in person or by proxy and casting votes approve the Amendment(s), and provided that no such Amendment(s) may be made without the consent of the Developer until the Developer's Class B membership ceases, and provided further that no such Amendment(s) shall affect or interfere with the vested property rights previously acquired by an Owner or a First Mortgagee.

Section 3: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Amendment of these By-Laws.

BR 14819 (66) B

IN WITNESS whereof, this Amendment has been signed by the Developer and joined by the Association on this 22 day of SEPTEMBER, 1987.

Will K. Powell
Witness

Patricia J. Penni
Witness

B & P USA, INC.

BY: [Signature] President

Attest: _____ Secretary

SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC.

BY: [Signature] President

Attest: _____ Secretary

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgements, Elvahn Ben Rize and _____, to me known to be the President and Secretary of B & P USA, INC., a Florida Corporation, who acknowledged the execution thereof for the purposes therein mentioned

2nd WITNESS, my hand and official seal in county and state aforesaid this day of September, 1987.

Pamela A. Doherty
Notary Public

My Commission Expires May 23, 1988

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 23, 1988
RECORDED THROUGH BUREAU OF RECORDS, INC.

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgements, _____ and _____, to me known to be the President and Secretary of SUN PLACE VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, who acknowledged the execution thereof for the purposes therein mentioned

WITNESS, my hand and official seal in county and state aforesaid this day of _____, 1987.

Notary Public
My Commission Expires:

RECORDED IN DEEDS RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR