

**ARTICLES OF INCORPORATION
OF
INDIAN KEY AT CORAL BAY VILLAGE ASSOCIATION, INC.**

ARTICLE 1
NAME

The name of the corporation shall be Indian Key at Coral Bay Village Association, Inc. For convenience, the corporation shall be referred to in this instrument as “the Village Association”, these Articles of Incorporation as “these Articles” and the By-Laws of the Village Association as “the By-Laws”.

ARTICLE 2
ADDRESS

The address of the principal office and the mailing address of the Village Association is 2001 W. Sample Road, Suite 305, Pompano Beach, FL 33064. or such other place as designated by Village Association’s Board of Directors.

ARTICLE 3
PURPOSES

The purposes of which the Village Association is formed are to bring about civic and social improvements: (a) by providing for the preservation of the architecture and appearance of the planned residential development known as Indian Key (“the Village”) located in Broward County, Florida; and (b) by owning, operating and maintaining the Village Properties within the Village which may be granted and conveyed by Declarant (as defined in the Declaration of Covenants) to the Village Association for the use of all residents in the Village.

ARTICLE 4
POWERS

4.1 General. The Village Association shall have all of the powers and privileges granted under the Florida No-For-Profit Corporation Law and all of the powers and privileges which may be granted under any other applicable laws of the State of Florida reasonably necessary to effectuate and implement the purposes of the Village Association, including, but not limited to the following:

A To enter into, make, establish, and enforce, rules, regulations, by-laws, covenants, restrictions and agreement to carry out the purposes of the Village Association.

B To make and collect assessments against members of the Village Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Village Association and to use the proceeds thereof in the exercise of the Village Association’s powers and duties.

C To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

D To hold funds for the exclusive benefit of the members of the Village Association as set forth in these Articles and as provided in the Declaration of Covenants and the By-Laws.

E To purchase insurance for the protection of the Village Association, its officers, directors and members, and such other parties as the Village Association may determine to be in the best interest of the Village Association.

F To operate, maintain, repair and improve all common areas, and such other portions of the subject property as may be determined by the Board from time to time.

G To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the subject property pursuant to the Declarations of Covenants.

H To provide for private security services within the subject property as the Board, in its discretion, determine necessary or appropriate.

I To the extent that it is not in conflict with the authority and power of the Coral Bay Community Development District to provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping paving and equipment, both real and personal, related to the health safety and social welfare of the members of the Village Association and the owners and residents of the subject property as the Board, in its discretion, determined necessary or appropriate.

J To employ personnel necessary to perform the obligations, services, and duties required of or to be performed by the Village Association and/or acting alone or jointly with other Village Associations at Cora Bay to contract with other for the performance of such obligations, services and/or duties.

K To the extent that it is not in conflict with the authority and power of the Coral Bay Community Development District to operate and maintain, if necessary, the surface water management and drainage system for the Village as permitted by the South Florida Water Management district, including all lakes, retention areas, culverts and related appurtenances.

4.2 Village Properties. All funds and titles of all properties acquired by the Village Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration of Covenants, these Articles and the By-Laws.

4.3 Distribution of Income. The Village Association shall make no distribution of income to its members, directors or officers.

4.4 Limitation. The powers of the Village Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants and the By-Laws.

4.5 Effect of Community Development District. The nature, objects and purposes of the Village Association as outlined above, shall be limited to the extent they are performed by the Community Development District established by Declarant and comprised, in whole or in part, of the Village.

ARTICLE 5 TERM OF EXISTENCE

The Village Association shall have perpetual existence. Its existence shall commence on the date these Articles are acknowledged.

ARTICLE 6 SUBSCRIBER

The name and address of the Subscriber to these Articles is as follows:

ALVIN CAPP, ESQUIRE
One Financial Plaza – Suite 1610
Ft. Lauderdale, FL 33394

ARTICLE 7 MEMBERS

7.1 Membership. The members of the Association shall consist of all of the record owners of units in the Village, including but not limited to the Declarant. It is contemplated that the Village shall contain 215 residential building lots. Each lot is referred to as a “Unit”.

7.2 Assignment. A member’s share of the funds and any assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the member’s unit.

7.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised or cast in the manner provided by the Declaration of Covenants and By-Laws. Any person or entity owning more than one unit shall be entitled to one vote for each unit owned.

7.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 8
BOARD OF DIRECTORS

8.1 Management by Directors. The affairs of the Village Association shall be managed by a Board consisting of the number of directors set forth in the By-Laws, but no fewer than three (3). Except for directors appointed by the Declarant, at least a majority of the directors shall be members of the Association. The directors have fiduciary relationship to the members.

8.2 Duties and Powers. All of the duties and powers of the Association existing in the Declaration of Covenants, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by the members when such approval is specifically required.

8.3 Election; Removal. Declarant shall appoint the first Board of Directors who shall hold office for the periods described in the By-Laws.

8.4 First Directors. The names and addresses of the first Board who shall hold office until their successors are elected and have qualified are as follows:

HOWARD TORN
2001 W. Sample Road – Suite 305
Pompano Beach, FL 33064

CHARLES MISHNER
2001 W. Sample Road – Suite 305
Pompano Beach, FL 33064

E. RUTH SMITH
2001 W. Sample Road – Suite 305
Pompano Beach, FL 33064

ARTICLE 9
OFFICERS

The affairs of the Village Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting and they shall serve at the Board's pleasure. The By-Laws may provide for the removal of officers, the filling of vacancies and the duties of the officers. The officers have a fiduciary relationship to the members.

ARTICLE 10
INDEMNIFICATION

10.1 In General. The Village Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Village Association) by reason of the fact that he is or was a director, employee, officer or agent of the Village Association. The Village Association's indemnification for each such person shall be for expenses (including attorneys' fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually reasonably incurred by him in connection with such legal action, suit or proceeding if he acted in good faith and

in a manner reasonably believed to be in or not opposed to the best interest of the Village Association, and, which respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that 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 gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Village 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 circumstances in the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a pleas of nolo contendere or its equivalent, shall not, of itself, create a presumption that person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the Village Association's best interest, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Village Association has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 10.0 or in defense of any claim, issue, or matter herein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith, which expenses shall be repaid forthwith.

10.3 Approval. Any indemnification under Section 10.1 (unless ordered by a court) shall be made by the Village Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1. Such determination shall be made: (a) by a majority vote of a quorum of the Board consisting of directors who were not parties to such action, suit or proceeding; or (b) if such quorum is no obtainable, or , even if obtainable and a quorum of disinterested directs so directs, by independent legal counsel in a written opinion; or (c) by a majority of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Village Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in a specific case.

10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise. The indemnification shall pertain to the individual while in office after he is no longer a director, officer, employee and/or agent and shall inure to the benefit of the heirs and personal representative of said person.

10.6 Insurance. The Village Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or employee or agent of the Village Association, or it or was servicing at the request of the Village Association as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Village Association would have the power to indemnify him against such liability under the provisions of his Article.

ARTICLE 11 BY-LAWS

The first By-Laws of the Village Association shall be adopted by the Board designated herein. Thereafter, the By-Laws may be altered, amended or rescinded by the directors and members in the manner provided by the By-Laws.

ARTICLE 12 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by those voting members of the Association owning not less than one-third (1/3) of the total number of Units in the Village. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. Any proposed amendment shall require the approval of either:

A. Those members of the Association owning not less than one-third (1/3) of the total number of Units in the Village and by not less than a majority of the Board; or

B. Than those numbers of the Association owning not less than a majority of the total number of Units in the Village.

12.3 Limitation. Anything herein to the contrary notwithstanding, no amendment shall make any changes in the qualifications for membership or in the voting right or property rights of members, or any changes in Sections 4.2, 4.3, and 4.4 of Article 4, hereof, without approval in writing by all members and the joinder of all record holders of the mortgages upon units in the Village. No amendment shall be made that is conflict with the express provisions of Declaration of Covenants, nor shall any amendments make any changes which would in any way affect the rights privileges, powers or position in favor of reserved by Declarant, or any institutional first mortgagee, or an affiliate of Declarant, unless Declarant, such mortgagee or affiliate shall join in the execution of the amendment.

12.4 Permissible Number of Amendments. Any number of amendments may be submitted to the Board and voted upon by them at any one meeting.

12.5 Written Action without Meeting. If all of the Directors eligible to vote and those members owning not less than a majority of the Units in the Village sign a written statement manifesting their intention that an amendment to these Articles be adopted and such statement is executed in the manner provided by Florida law for amending the Articles of Incorporation of a Florida corporation not for profit, then the amendment shall thereby be adopted as though the requirements of Section 12.1 and 12.2 have been satisfied.

12.6 Amendment by Declarant. In addition to the above, so long as Declarant is entitled to appoint a Majority of the Directors of the Village Association, Declarant shall be entitled to amend these Articles and the By-Laws unilaterally. Furthermore, no amendment shall make any changes which in any way affect any of the rights, privileges, powers and options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

12.7 Filing of Amendment. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of the county in which the subject property is located.

ARTICLE 13 REGISTERED AGENT

The name and street address of the first registered agent authorized to accept service of process with Florida for the Village Association is:

ALVIN CAPP, ESQUIRE
One Financial Plaza – Suite 1610
Ft. Lauderdale, FL 33394

ARTICLE 14 DISSOLUTION

14.1 Proposal of Dissolution. A majority of the Board may propose the Dissolution of the Village Association a regular or special meeting of the Board called for that purpose. Such proposal must set forth with particularity and specificity the manner in which the Village Properties are to be owned and managed, the interests which each Landowner or Unit owner will have in the Village Properties, the disposition, if any, of the funds and assets of the Village Association, and such other items as the Board deems appropriate. Adoption of the proposal shall require the affirmative vote of all members of the Board and all the Owners of Land or Units in the Village and shall further require compliance with Section 14.2 below.

14.2 Additional Consent Required. The Village Association may not be dissolved without the prior written consent of the City of Margate, the South Florida Water Management District, any successor governmental authorities, or the Community Development District specified in Section 4.5 hereof. In the event of dissolution or final liquidation of the Village Association, the assets, both real and personal, of the Village

Association, shall be dedicated to an appropriate public agency or utility to be devoted to the purposes as nearly as practicable to the same as those to which they were required to be devoted by the Village Association. 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 purposes as nearly as practicable to the same as those to which they were required to be devoted by the Village Association. No such disposition of Village Association properties shall be effective to divest diminish any right or title of any member vested under the Declaration of Covenants unless made in accordance with the provisions of such Declaration of Covenants.

ARTICLE 15
DEFINITION

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for Indian Key at Coral Bay Village Association Inc. (“the Declaration of Covenants”), unless herein provided to the contrary or unless the context otherwise requires.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIAN KEY AT CORAL BAY

THIS DECLARATION, made by FN PROJECTS, INC., a California corporation, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the sole owner of all that certain real property, located in Broward County, Florida, as more particularly described in Exhibit A, annexed hereto (“the Village”); and

WHEREAS, in order to develop the Village and preserve and enhance the values and amenities of the Village and architectural integrity and standard of the Village, it is necessary to declare and subject the Village to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a homeowners’ association certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Declarant hereby declares that the Village shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens, and liens hereinafter set forth and that the provisions of this Declaration shall be covenants running with the lands which comprise the Village and shall be binding on all parties having any right, title or interest in the Village or in any portion thereof, their heirs, personal representatives, successors and assigns and shall inure to each portion of the Village.

ARTICLE 1
ESTABLISHMENT OF VILLAGE

1.1 Authorization for Establishment. The Village is being established by Declarant pursuant to Article 4 of that certain Declaration of Covenants, Conditions and Restrictions for Coral Bay (together with any amendments thereto existing as of the date hereof), as originally recorded in Official Records Book 17206 at Page 62 of the Public Records of Broward County, Florida (“the Master Declaration”).

1.2 Supremacy of the Master Declaration. The provisions of this Declaration and the rights and obligations granted herein or pursuant hereto are expressly subject to and subordinate to the provisions of the Master Declaration.

1.3 Obligations of the Village and Village Association. It is the intention of the Master Declaration that each Village Association established pursuant thereto, including, but not limited to this Village Association, shall be a discrete and autonomous organization subject, however, to the provisions of the Master Declaration in general and Section 1.2 hereof in particular. Anything herein to the contrary notwithstanding, there shall remain vested in the Owners, Declarant, the CDD and all Village Associations the

right, jointly and/or severally, to take whatever steps they deem appropriate to insure that this Village Association and all other Village Associations shall comply with any, every and all their obligations hereunder and under the Master Declaration in a full, faithful and timely manner. By way of example, but not of limitation, in the event that, for whatever reason, the Village Association shall fail to enforce rule regarding uniformity of exterior colors against owners in its particular Village, Declarant, the CDD, the other Village Associations and the Owners shall have the right to enforce such rules on behalf of the Village Association, and shall have all the rights against the Village Association as set forth in the Master Declaration.

1.4 Cooperation with the CDD and Other Village Associations. Nothing contained herein shall be deemed to preclude the Village Association from cooperating with the CDD, Declarant or other Village Associations if such cooperation would, in the Board's opinion, be in the best interests of this Village.

ARTICLE 2 DEFINITIONS

Interpretation and Flexibility. The defined terms set forth below shall apply unless the context shall require a contrary interpretation. In the event of any ambiguity or question as to whether any person, entity, property or improvement shall fall within any of the definitions contained in this Article, Declarant's determination (as evidenced by a recorded Supplemental Declaration) shall be binding and conclusive.

- A. "Articles of Incorporation" means the Articles of Incorporation of the Village Association.
- B. "Board" or "Board of Directors" means the board of directors of the Village Association.
- C. "Builder" means the purchaser/owner of Land from Declarant engaged in the construction and sale of Units thereon.
- D. "By-Laws" means the By-Laws of the Village Association.
- E. "CDD" means the Community Development District (or special taxing district) established by Declarant for lands subject to the Master Declaration, including the Village, pursuant to Chapter 190 of the Florida Statutes, or an existing special taxing district of which the Village shall become a part.
- F. "Commercial Building" means a structure containing one or more Commercial Units.
- G. "Commercial Land" means any portion of the Village now or hereafter zoned for commercial use or shown as being intended for such use on an applicable plat or site plan.
- H. "Commercial Unit" means a portion of the Village subject to exclusive ownership and used or to be used as physically separate retail, service, office or other non-residential purpose.

I. "Committee" means the Architectural Control Committee of the Village Association.

J. "County" means Broward County, Florida and its duly authorized agencies and authorities, as applicable.

K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for the Village being established pursuant to this Declaration, including all Exhibits annexed hereto, as well as Supplemental Declarations.

L. "Declarant" means: (a) FN Projects, Inc., a California corporation, its successors and those to which Declarant's rights hereunder shall be assigned specifically; and (b) for purposes of taking action on Declarant's behalf under this Declaration, Declarant's duly appointed agent(s). Declarant shall have the right to assign all or a portion of its rights hereunder in connection with all or a portion of the Village. In the event of any partial assignment, the assignee shall not be deemed "a Declarant," but shall have all such rights as specifically assigned to it. As used with regard to Declarant, "successors and/or assigns" specifically does not include transferees of individual Units.

M. "Improvement" means any structure or artificially and intentionally created condition, together with all appurtenances thereto, of every type and kind located within the Village, including, without limitation, building, outbuildings, walkways, sprinkler pipes, roads, sidewalks, alleys, street lights, driveways, parking areas, recreation facilities, bodies of water, fences, screening walls, retaining walls, stairs, decks, landscaping windbreaks, planted trees and shrubs, conduits for telephone lines, storm drainage, cable television lines and site lighting poles, signs and shared equipment and/or utility-type services such as water, sewer and electrical systems, and other commonly shared equipment and/or utility-type services, if any.

N. "Institutional Lender" means any bank, insurance company, FHA approved mortgage lending institution, reorganized pension fund investing in mortgages or federal or state savings and loan association which has a mortgage or lien up any Residential Unit or which has acquired and holds title to such Unit either as a result of its foreclosure of any such mortgage lien or by its receipt of a deed in lieu of foreclosure.

O. "Lake" means that certain body of water presently having a surface area of approximately sixty-nine (69) acres, at least a portion of which is located within the Community, as more particularly shown in the Plats. The Lake is a part of "the Common Properties" as defined in the Master Declaration.

P. "Land" means any Commercial Land and/or Residential Land.

Q. "Member" means a member of the Village Association.

R. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Land or Unit.

S. "Plat" means the plat of any portion of the Village, as may, from time to time, be recorded in the Public Records of Broward County, Florida.

T. “Permitted Unit” means a Unit planned to be build within the Village, but not yet constructed or not yet issued a certificate of occupancy. The number of Permitted Units within this Village shall be:

- (1) the total number of Units permitted to be built within this Village as determined by site plan or land use plan approved by the applicable governmental authority, recorded plat, or Declarant’s estimate of the number of Units permissible within this Village; less
- (2) the total number of Units actually existing at such time within this Village.

U. “Residential Land” means any portion of the Village zoned or shown on an applicable plat or site plan as being intended for residential use.

V. “Residential Unit” means a part of the Village subject to exclusive ownership and used or to be used for single-family residential purposes, including, without limitation, each single-family dwelling, detached or attached, villa, patio home, condominium or other form of dwelling, whether planned, constructed or occupied.

W. “Supplemental Declaration” means an amendment to this Declaration as may be recorded for time to time in the Public Records of Broward County, Florida.

X. “Unit” means any Commercial Unit or Residential Unit in this Village.

Y. “Village” means all of the land, including Units and Common Properties, located within the real property described in Exhibit A attached hereto, and any and all additions to or withdrawals from the real property described in Exhibit A, as hereafter be made subject to the provisions of this Declaration.

Z. “Village Association” means Indian Key at Coral Bay Village Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

AA. “Village Expenses” means all costs and expenses properly incurred by the Village Association.

ARTICLE 3 PROPERTY SUBJECT TO THIS DELCARATION

3.1 Existing Property. The parcel of real property which is an shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Broward County, Florida, as more particularly described in Exhibit A annexed hereto.

3.2 Supplements. Declarant may, from time to time, submit other parcel(s) of real property to the provisions of this Declaration by recorded Supplemental Declaration(s), none of which shall require the consent of any then existing Owner or of the CDD. Nothing herein shall obligate Declarant to add to the Village property other than as set forth in Exhibit A; nor shall anything herein prohibit Declarant from causing

some or all such property to be rezoned and/or from change development plans with respect to such property. Each Owner by acceptance of the deed to his Land or Unit, automatically consents to any such rezoning, change, addition or deletion sought or made by Declarant after acceptance and, if requested by Declarant, shall execute, acknowledge and deliver such documents or joinders as Declarant, in its sole discretion, shall deem necessary.

3.3 Withdrawal. Declarant reserves the right, unilaterally, at any time and from time to time, to amend this Declaration without prior notice to and without consent of any person or entity, for the purpose of removing any portion of the Village then owned by the Declarant from the provisions of this Declaration, but only to the extent that such portion(s) shall have been included originally in error or a result of any change whatsoever in the plans for the Village made by Declarant; provided, however, that such withdrawal shall not be unequivocally contrary to the overall uniform scheme of development for the then remaining portions of the Village. Any withdrawal of land not owned by Declarant shall not be effective without the joinder of the then owner(s) of such land.

ARTICLE 4 EASEMENTS AND OTHER PROPERTY RIGHTS

4.1 Easements in General. If any grant of any easement in this Declaration would otherwise fail by virtue of the nonexistence of the grantee thereof as of the date of this Declaration, then the Village Association of the CDD, as the case may be, automatically shall be deemed to be the attorney-in-fact for such grantee to hold the interest created by such grant of easement until such grantee shall come into existence, at which time the interest created by such grant of easement automatically shall become vested in such grantee.

4.2 Easements for Access. Declarant hereby reserves for itself, the Village Association, the CDD and their respective successors and assigns, perpetual non-exclusive easements of ingress and egress over and across any and all roads and accessways to and from any public roadway(s) constructed from time to time within the Village, which easements shall be for the use of Declarant, the Village Association, the CDD, Owners and their respective lessees, employees, agents invitees, licensees and all of their respective successors and assigns.

4.3 Easements for Maintenance. Easements are hereby reserved in favor of the Village Association and the CDD under, upon, across, through and over all portions of the Village for the purpose, as deemed necessary by the Village Association, or by the CDD, as the case may be, for preserving and maintaining the Land, the Units and carrying out its responsibilities under this Declaration; provided, however, that all such activity shall be undertaken in a manner so as to minimize interference with any Owner's use of this property.

4.4 Easements for Zero Lot Line Maintenance. When any Land ("the Servient Estate") shall abut a zero lot line lot ("the Dominant Estate") upon which a dwelling has been or is permitted to be constructed contiguous to the interior property line between the Dominant Estate and the Servient Estate, then the Owner of the

Dominant Estate shall have an easement over the Servient Estate, which easement shall be four (4) feet wide contiguous to the interior property line running from the front to the rear property line of the Servient Estate for the following purposes:

A. For painting, repairing and otherwise maintaining each wall of the Residential Unit in such Dominant Estate abutting the aforesaid property line.

B. For support in and to all structural members, footings and foundations of any Improvements on the Dominant Estate; provided, however, that nothing herein shall be construed as requiring the Owner of the Servient Estate to erect (or permit erection of) columns, load bearing walls or other structures on the Servient Estate for support of the Improvements on the Dominant Estate.

C. For entry upon and ingress and egress through the Servient Estate with persons, materials and equipment to the extent reasonably necessary in the performance of maintenance, repair, replacement of any of the Improvements on the Dominant Estate.

D. For overhanging troughs, gutters and downspouts and the discharge therefrom of rainwater and subsequent flow thereof over the easement area.

4.5 Easement for Improvements. If, for any reason:

- A. Any Improvements or any portion of the Common Properties are build or exist upon any portion of the Land or Units; or
- B. Any other similar situation shall hereafter or heretofore exist as a result of:
 - i. Construction by Declarant of any Improvement;
 - ii. Settling or shifting of any Improvement;
 - iii. Any alteration or repair made to the Common Properties of any other portion of the Community; or
 - iv. Any repair or restoration of any Improvement after damage by fire or other casualty or taking by condemnation or eminent domain proceedings;

then, in any such event, an easement shall exist for such Common Properties or Improvements, as the case may be, and for the maintenance of same so long as the said Improvements or Common Properties shall exist. The term Improvements shall include, but not be limited to, walkways, sidewalks, parking areas, walls, landscaping, fences and the Perimeter Wall.

4.6 Extent of Easements. The rights and easements created hereby shall be subject to the following:

- A. The Village Association's right reasonably to limit the number of each Owner's guests and invitees using such rights and easement;

B. The Village Association's right to suspend the rights and easements of enjoyment of any Member for a period during which any assessment levied against such Member shall remain unpaid, and, for a period not to exceed sixty (60) days, for any infraction of its Rules and Regulations by such Member, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the Village Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Village Association shall not suspend the right to use any roads within the Village; and provided, further, that the Village Association shall not suspend any rights and easements reserved herein by Declarant.

C. The right of the CDD to place any reasonable restrictions upon the use of any roads within the Village, including, but not limited to, the maximum and minimum speeds of vehicles using the roads and other traffic and parking regulations.

D. The title holder's right to give, dedicate or sell all or any portion of the Village Properties to the CDD, or any other public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by such title holder.

E. All rights and easements retained in the Master Declaration in general, and in Article 3 thereof in particular.

4.7 Construction Activities. Declarant, its agents, contractors, subcontractors, licensees and/or designees may, from time to time, be engaged in construction, excavation, blasting and other activities within or in proximity to the Village. By acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, each such Owner, lender or user and their respective successors and assigns automatically acknowledge, stipulate and agree:

A. None of the aforesaid activities shall be deemed a nuisance or offensive activity;

B. Not to enter upon or allow other persons under their direction or control to enter upon any portion of the Village where such activity is being conducted (even if not being conducted actively at the time of entry, such as at night or otherwise during non-working hours); and

C. Declarant, its agents, contractors, subcontractors, licensees and designees, shall not be liable for any direct or consequential losses, damages, injuries or deaths arising from or relating to the aforesaid activities.

ARTICLE 5
FUNCTIONS OF THE VILLAGE ASSOCIATION

5.1 In General. The Village Association shall be subject to the authority of the CDD and the provisions of the Master Declaration.

5.2 Maintenance and Repair. All maintenance, repairs and replacements of, in or to any Unit, whether structural or non-structural, ordinary or extraordinary, including without limitation, maintenance, repair and replacement of screens, windows, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor covering, sod, landscaping driveways or other property belonging to the Owner, shall be performed by the Owner of such Unit at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

5.3 Village Association Expenses. The Village Association shall, through the Board, fix and determine from time to time the sum(s) necessary and adequate to provide for the Village Association's expenses.

5.4 Security. Certain security procedures may be adopted to promote the safety, security, and welfare of the Village. No representation, guaranty, warranty or assurance is made or given that any security systems or procedures instituted within the Village shall prevent personal injury or damage to or loss of personal property. Neither Declarant nor the Village Association shall be liable for any personal injury or for any loss or damage to personal property which may result from the failure of the any security system or procedures adopted from time to time. Each Owner will be obligated to pay a portion of the expenses for maintenance of security within the Village.

5.5 Effect of the CDD. Declarant intends to have the Village become part of the CDD. The CDD shall have authority to plan, establish, acquire, construct and/or reconstruct, enlarge or extend, equip, operation, and maintain systems and facilities for the following basic infrastructures:

- A. Water management and control for the lands within the CDD connection of some or any of such facilities with roads and bridges;
- B. Water supply, sewer and wastewater management, or any combination thereof, and construction and operation of connecting intercepting or outlet sewers or sewer mains and pipes and water main, conduits, or pipelines in, along and under any street, alley, highway or other public place or way to dispose of any effluent, residue or other byproducts of such system or sewer system;
- C. Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill or cut, and roadways over levys and embankments and to construct any and all such works and improvements across, through, or over any public right-of-way, highway, grade, fill or cut;
- D. Roads equal to or exceeding the specifications of Broward County;

In addition to these general powers, the CDD may obtain from the local government, power to regulate parks, fire prevention and control, schools, security, mosquito control

and waste collection and disposal and any other power permitted under Section 190.012, Florida Statute.

5.6 Discharge of Declarant. To the extent that the CDD shall undertake to provide any of the services or perform any of the functions that Declarant and/or Village Association is required or permitted to perform, or shall undertake any of the responsibilities and obligations of Declarant or the Village Association, then Declarant and the Village Association shall be discharged of those responsibilities undertaken by the CDD, and the applicable assessments and budgets shall be adjusted accordingly.

ARTICLE 6 ASSESSMENTS

6.1 Purpose. The assessments levied by the Village Association shall be used to promote the common health, safety, benefit, recreation, welfare and aesthetics of the Owners. The assessments shall be at the rates and shall commence as provided below.

A. Residential Land and Units. Each parcel of Residential Land shall be assessed at a rate equal to twenty percent (20%) of the assessments which would be applicable to such Land if all Residential Units permitted to be constructed thereon were to be constructed and conveyed; provided, however, that all Residential Units within the Village shall be assessed equally at the full (i.e. 100%) rate commencing on the first day of the second calendar month after the earlier of: (1) the issuance of the Certificate of Occupancy (or its equivalent) for the Residential Unit; or (2) the recording of the deed to the Residential Unit to the first purchaser thereof from the party constructing such Unit.

B. Commercial Land and Commercial Units. In recognition of the fact that varying uses of any Commercial Land will have different impacts on the Village and in order to preserve Declarant's flexibility in providing for appropriate applications of this Declaration, Declarant shall determine the assessment rate and its commencement date as to each parcel of Commercial Land and/or each Commercial Unit by providing for same in a Supplemental Declaration. It is specifically contemplated, though not mandated, that any Commercial Units shall pay assessments at generally lower rates than Residential Units and shall not be subject to any assessment until a Certificate of Occupancy (or its equivalent) shall have been issued therefore.

6.2 Annual Assessments; Budget. The Board shall fix, determine and collect the sums necessary and adequate to pay for the Village Association's expenses. The annual assessment shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the fiscal year. The Village Association's fiscal year shall be the calendar year. Its first fiscal year shall begin on the date this Declaration shall be recorded in the Public Records of Broward County, Florida and shall end on the last day of such year. Assessments shall be payable monthly in advance at the Village Association's main office or at such other time or place as determined by the Board. The payment of any

assessment shall be in default if it shall not be paid to the Village Association on or before its due date.

6.3 Special Assessments and Special Individual Assessments. In addition to the annual assessments, the Village Association shall have the power to levy special assessments to pay the costs of such items as are determined to be necessary or appropriate by the Board. Special Assessments shall be allocated to and paid by each Unit on the same basis as all other assessments and shall be due and payable in the amount and at the time determined by the Board. Special Individual Assessments are assessments which may be levied by the Village Association against one or more specific Units and Owners and the differing amounts as determined necessary or appropriate, to be by the Board in accordance with the provisions of this Declaration.

6.4 Liens; Personal obligations; Enforcement. The Village Association shall have a lien against each parcel of Land and each Unit for assessments thereon, which lien shall be effective upon recording a Claim of Lien in the Public Records of Broward County, Florida. A Claim of Lien shall state the description of the Land or Unit encumbered thereby, the name of the record owner (as set forth in the Village Association's records), the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the Claim of Lien shall have been recorded, unless with that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. The Claim of Lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Final Judgment of Foreclosure. Such Claim of Lien shall be signed and verified by an officer or agent of the Village Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record by the Village Association. Declarant, for each parcel of Land and Unit owned by it, and each Owner, by acceptance of a deed to his Land or Unit, shall be deemed to covenant and agree to pay the Village Association: (1) annual assessments; (2) special assessments; and (3) special individual assessments. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person(s) or entity(ies) owning such Land or Unit at the time when the assessment shall have come due. Assessments shall bear interest from the due date until paid at the maximum rate allowed by law for an individual. A late charge shall be due in the amount of Twenty-Five Dollars (\$25.00) per monthly assessment or portion thereof past due or fifty percent (50%) of the monthly assessment past due, whichever is greater, and the Village Association may bring action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the Land or Unit, and there shall be added to the amount of such assessment reasonable attorneys' fees and costs incurred in collecting such assessment, and in the event that judgment shall be obtained, such judgment shall include interest on the assessment and late charges as above provided and reasonable attorneys' fees, together with the cost of the action, including attorneys' fees and costs on appeal. Liens may be foreclosed in the same manner as mortgages are foreclosed.

6.5 Subordination of Liens to Mortgages. Assessment liens shall be superior to all other liens, except tax liens and first mortgage liens in favor of Institutional Lenders or Declarant which are amortized in monthly or quarter-annual payments over a

period of not less than ten (10) years. The sale or transfer of a Residential Unit, pursuant to a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such judgment or deed in lieu of foreclosure only pursuant to superior mortgages as provided above. Such sale or transfer shall not relieve such Residential Unit from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

6.6 Certificates. The Village Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate signed by an officer of the Village Association, setting forth whether assessments have been paid. Such certificate shall be conclusive evidence of payment as to any assessments therein stated.

6.7 Declarant's Options as to Assessments. Anything herein to the contrary notwithstanding, Declarant shall have the following options so long as it shall be the Owner of any Land or Units within the Village, which options shall be exercisable in Declarant's sole and absolute discretion:

A. Pay assessments upon Land and Units owned by it; or

B. Not pay assess on some or all of the Land or Units owned by it, and, in lieu thereof, fund any resulting deficit in the Village Association's operating expenses not produced by assessments receivable from Owners other than Declarant. For the purposes of this Section, "deficit" means the difference between: (i) actual operating expenses (excluding capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Village Association (including without limitation assessments, interest, late charges, fines and incidental income) from Owners other than Declarant, together with any surplus carried forward from the preceding year(s). Declarant, from time to time and at any time, may change its election as to the above-stated options by notice to the Village Association.

ARTICLE 7 USE STANDARDS AND RESTRICTIONS

7.1 Improvements. All Improvements shall comply with all applicable minimum standards established by the Village Association, the CDD and zoning laws. No Improvement shall be constructed, removed, changed or installed without the Committee's prior written approval (except as hereinafter provided as to Declarant). The Committee shall control not only the initial structures and improvements, landscaping, walls and fences to be constructed, but also any additions, changes or modifications thereof on any Unit, except that all structures constructed by Declarant as well as landscaping, walls and fences installed or constructed by Declarant as well as landscaping, walls and fences install or constructed by Declarant shall be deemed approved by the Committee. Anything herein to the contrary notwithstanding, any Owner may make alterations, changes and modifications within the interior of his Unit without obtaining the Committee's consent. The Village Association shall have the power to enact Rules and Regulations define more specifically the provisions of this Section.

7.2 Maintenance of Improvements. All Improvements shall be kept in a clean, neat and attractive condition consistent with the general appearance of the Village (as more particularly set forth from time to time in the Rules and Regulations). In the event that an Owner shall fail to so maintain his Land or Unit(s), then, upon approval by two-thirds (2/3) vote of the Board and upon the continuing failure to maintain same following ten (10) days' written notice from the Village Association to the Owner, the Village Association shall have the right, through its agents, employees or designees, to enter upon the subject Unit and to repair, maintain and restore same. The sums expended by the Village Association for such repair, maintenance and restoration shall be assessed against the subject Unit as a special individual assessment. The cost of curing of such defects shall bear interest at the highest rate allowed by law for an individual from the date such costs were incurred. All of said costs, interest and fees shall be a lien upon the affected Land or Unit(s). In order to discourage Owners from abandoning their duties hereunder and additionally to reimburse the Village Association for administrative expenses incurred, the Village Association shall have the right to impose a surcharge of not more than twenty-five percent (25%) of the cost of the applicable remedial work, such surcharge to be part of the aforesaid special individual assessment. The Village Association shall not be required to obtain bids for any of the work performed pursuant to this Section.

ARTICLE 8 PARTICULAR RESTRICTIONS AND REGULATIONS

8.1 Applicability. The provisions of this Article shall apply to the Village, but shall not apply to Declarant, any of its affiliates, or Builders. If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity shall be exempt from the provisions of this Article and to which Land or Units and for what period of time such exemption shall exist. The Board may adopt such additional use restrictions, rules and regulations applicable to all or any portion of the Village and may waive or modify application of existing restrictions, rules and regulation as the Board, in its sole and absolute discretion, shall deem appropriate.

8.2 Use of Residential Land. No Improvement on Residential Land shall be used for any purpose other than residential; provided however that temporary uses by Declarant, its affiliates and designees for model homes, sales displays, parking lots, sales offices and other offices, or any combination of such uses shall be permitted until Declarant shall determine that such use is no longer needed.

8.3 Nuisances. No noxious, offensive or unlawful activity shall be carried on within the Village nor shall anything be done in the Village which may be or may become an annoyance or nuisance to other Owners.

8.4 Temporary, Play and Auxiliary Structures. No structure of a temporary character, trailer, basement, tent, shack, shed, barn or other outbuilding shall be build installed or used in the Village at any time. No shed or storage container shall be build, installed or used on a Unit except if located in the backyard of the Unit and if not visible from the street. No platform, doghouse, playhouse or similar structure shall be constructed in any part of the Village without the Committee's prior written approval.

No outdoor clotheslines shall be permitted. No building, fence, screen enclosure, wall or other structure shall be erected or maintained, nor shall any exterior addition, change or alteration thereof be made, unless consistent with the general aesthetics of the Community and unless and until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing by the Committee. The Committee shall be permitted to employ aesthetic values in making its determinations.

8.5 Oil and Mining Operations. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted in the Village, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in the Village. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the Village.

8.6 Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in the Village, except that not more than two (2) household pets may be kept provided that they not be kept, bred, or maintained for any commercial purpose. "Household pets" shall mean those types of dogs, cats, and other animals if expressly permitted by the Village Association, if any. Household pets also shall include fish and domestic (household-type) birds, so long as they shall be kept indoors and shall not become a source of annoyance to neighbors. Nothing herein shall be deemed to prohibit pet shops, kennels and/or stables being operated upon Commercial Land or Commercial Units within the Village.

8.7 Garbage, Refuse and Sewage Disposal. No portion of the Village shall be used or maintained as a dumping ground for rubbish. Trash and garbage shall not be kept except in sanitary containers or as required by the Village Association, the CDD or the applicable County ordinances. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No individual sewage disposal system shall be permitted in the Village.

8.8 Water Supply. No individual water supply system shall be permitted in the Village without the Committee's prior written approval.

8.9 Exterior Colors. The exterior colors of all Improvements shall remain the colors initially established by Declarant.

8.10 Satellite Dishes; Exterior Antennas. No satellite dishes, exterior radio antenna, television antenna, citizens band antenna or any other antenna of any type or nature shall be permitted in the Village without the Committee's prior written approval.

8.11 Motor Vehicles, Boats and Boat Trailers. No trucks, commercial vehicles, recreation vehicles campers, derelict automobiles, boats or boat trailers may be parked in the Village, except when kept in a garage within a Unit. If such vehicle shall be parked in such garage, the garage door shall be kept closed. Anything herein to the contrary notwithstanding, commercial vehicles shall be allowed upon Commercial Land subject to the Rules and Regulations. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Village Association at the owner's sole expense if such vehicle shall remain in violation for a period of twenty-four

(24) hours after the time a notice of violation shall have been placed on the vehicle or if such owner shall be a repeat offender. The Village Association shall not be liable to the owner of such vehicle or to any other persons or entity for trespass, conversion, damages or otherwise, nor guilty of any criminal act by reason of such towing and once the notice shall have been posted, neither its removal nor such owner's failure to receive it for any other reason shall be grounds for relief of any kind. An affidavit by the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

8.12 Window; Shutters. No Owner shall place aluminum foil on either the interior or exterior surface of any exterior window or glass door. No storm shutters shall be installed without the Committee's prior written approval, which approval shall be given if the proposed shutters shall be of the type, style and color then currently approved by the Committee and consistent with the general aesthetics of the Community.

8.13 Exterior Lighting. No Owner shall install exterior lighting (in addition to such exterior lighting as originally provided for the Unit by the Declarant) without the Committee's prior written approval and consistent with the general aesthetics for the Community.

8.14 Signs. No sign of any kind shall be permitted on any Residential Land or Unit; provided, however, than when an Owner shall offer any Land or Unit for sale, one (1) "For Sale" sign shall be permitted on the Land or Unit being so offered. The size of the face of the sign shall be not larger than forty (40) square inches and the sign shall be attached to a supporting member driven into the ground not exceeding two (2) inches in diameter and not exceeding four (4) feet in height above the finished grade of the property. The signs shall, in all respects, be in accordance with rules and regulations promulgated by the Declarant. None of the foregoing restrictions shall apply to Commercial Land or Commercial Units to the extent that signs thereon shall have been originally permitted by Declarant, such permission being subject to later modification with Declarant's approval to permit additional or different signage.

8.15 Displays. No permanent statues, artifacts, religious objects or other displays shall be permitted on the Land or on the exterior of any Unit.

8.16 Swimming Pools, Hot Tubs and Whirlpool Baths. Any and all swimming pools, hot tubs or whirlpool baths to be constructed shall be subject to the Committee's requirements, which shall include without limitation: (a) composition shall be of material thoroughly tested and accepted by the industry for such construction; (b) the location of any swimming pool, hot tub or whirlpool bath shall be subject to the Committee's prior written approval; and (c) no screening shall stand beyond a line and aligned with the side walls of the a Unit without the Committee's prior written approval.

8.17 Utility Connections. Building connections for all utilities, including, but not limited to water, electricity, telephone and television, shall be run underground from the proper connecting points to the Unit in a manner which shall comply with all governmental requirements.

8.18 Lakefront Property and Lake, As to all portions of any Land or Unit contiguous to the Lake, the following additional provisions shall apply:

A. No boathouse, dock wharf, pilings or other structure of any kind shall be erected, placed altered or maintained on the shores of the Lake without Declarant's prior written approval, which approval may be withheld in Declarant's sole and absolute discretion.

B. No solid or liquid waste, litter or other materials may be discharged into the Lake.

C. Each Owner shall maintain his Land or Unit t the water line of the adjacent Lake.

D. In order to provide for uniform water vegetation control, neither this Association nor any Owner shall undertake the performance of such vegetation control.

E. No motorized boat or personal watercraft shall be operated on the Lake or Lake shore without the prior written consent of the either Declarant or the CDD.

8.19 Fences. No fences shall be permitted within the Village unless installed by Declarant or a Builder during construction periods or as otherwise approved by Declarant or the Village Association.

ARTICLE 9 COMPLIANCE AND ENFORCEMENT

9.1 General. Every Owner and all tenants, guests, invitees, officers, employees, contractors, subcontractors and agents thereof shall comply with this Declaration any of all Rules and Regulations enacted pursuant hereto. Failure to so comply shall subject the violator to damages, injunctive relief, or any combination thereof.

9.2 Fines. In addition to all other remedies, and to the maximum extent lawful, the Board, in its sole and absolute discretion, may impose a fine or fines upon an Owner ("the Alleged Violator") for failure to comply with this Declaration or with any of the Rules and Regulations, in accordance with the following procedures:

A. Notice. The Village Association shall notify the Alleged Violator of the infraction(s). Included in the notice shall be the date and time of the a special Board meeting at which time the Alleged Violator shall be allowed to present reasons why fines should not be imposed. At least ten (10) days' notice of such meeting shall be given.

B. Hearing. The alleged non-compliance shall be presented to the Board after which the Board shall hear reasons as to whether the fine should be imposed. The Board's written decision shall be submitted to the Alleged Violator not later than twenty-one (21) days after the Board's meeting. The Alleged Violator shall have the right to be represented by counsel and to cross-examine witnesses. If the Board's impartiality shall be questioned by the Alleged Violator, the Board shall appoint three (3) impartial Members to a special hearing panel which shall perform the functions described in this Section.

C. Amounts of Fines. Upon finding of non-compliance, the Board may impose special assessments against the Land or Unit owned by the violator(s) as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500).

(3) Third and subsequent non-compliance or violation or violations of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000).

D. Payment of Fines. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

E. Collection of Fines. Fines shall be treated as a special individual assessments subject to the provisions of the collection of assessments as set forth herein.

F. Cumulative Remedies. These fines shall be exclusive and shall exist in addition to all other rights and remedies to which the Village Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from the or offset against any damages which the Village Association may otherwise be entitled to recover by law form such Owner.

ARTICLE 10 ARCHITECTURAL CONTROL

10.1 Architectural Control Committee; Composition. The Committee shall consist of three (3) persons ("Committee Members") selected by the Board, one of whom shall be appointed Committee Chairman by the Board. The initial Committee Members shall be designated by Declarant; such initial Committee Members (and their replacements designated by Declarant) shall hold office until all Land and Units shall have been conveyed by Declarant, or sooner at Declarant's option in its sole and absolute discretion. Thereafter, each Committee Member shall be appointed by the Board and shall hold office until such time as he shall have resigned or have been removed or his successor shall have been appointed as provided herein. The Board shall have the right to remove any Committee Member at any time without cause. The Board further shall have the right to change the number of, appoint and remove all Committee Members, except those initially appointed by Declarant (and their replacements designated by Declarant) until all Land and Units shall have been conveyed by Declarant or sooner at Declarant's option.

10.2 Review of Proposed Construction. No Improvement shall be commenced, altered, removed, painted erected or maintained in the Village, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to

or placed upon the outside walls or roofs of Buildings or other Improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the Committee and the Declarant in accordance with the Master Declaration. This Article shall also apply to interior alterations to Commercial Units when such alterations would have an effect upon the use of the exterior portions of the applicable Commercial Unit(s) (including, without limitation, as to the use of parking spaces or facilities.) The Committee shall approve proposals or plans and specifications submitted for its approval only if it shall determine that: (a) the construction, alteration, removal or addition contemplated thereby in the location(s) indicated not detrimental to the appearance of the Village as a whole; and (b) the appearance of any structure affected thereby will be in harmony with the surrounding structures and otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it shall deem appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it shall proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until the Committee shall have received all required plans and specifications, it may postpone review of any plans submitted for approval. Upon such receipt, the Committee shall have thirty (30) days in which to accept or reject any proposed plans; if the Committee shall not reject same within such period, said plans shall be deemed approved. The Committee shall be the ultimate deciding body. All changes and alterations also shall be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. The Committee may require the payment of fees by a party requesting its approval hereunder, such fees to be applied to Committee-related costs, expenses and salaries at the Committee's discretion. The provisions of this Article shall apply both to Land and Units, and to common areas/common elements of the Village Association.

10.3 Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of the Committee Members) to take any action or perform any duties for and on the Committee's behalf. In the absence of such designation, the vote of any two (2) Committee Members shall constitute a Committee act.

10.4 No Waiver of Future Approvals. The Committee's approval of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the Committee's approval and consent, shall not be deemed to constitute a waive of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

10.5 Compensation. The Committee Members shall be entitled to receive compensation for services rendered and reimbursement for expenses incurred by them in the performance of their duties hereunder as set and determined by the Board.

10.6 Inspection of Completed Work; Corrections. Inspection of work for which plans have been approved and correction of defects therein shall proceed as follows:

A. Upon completion of work, the submitting Owner (“the Applicant”) shall give written notice of completion to the Committee.

B. Within sixty (60) days thereafter, the Committee (or its agent) may inspect the work. If the Committee shall find the work not in compliance with the approved plans, it shall notify the Applicant in writing within such 60day period and shall require corrections for compliance. The Committee’s failure to notify the Applicant of any non-compliance within the 60-day period after receipt of written notice of completion shall be deemed an approval of the work.

C. If the Applicant shall not have corrected the noncompliance within thirty (30) days after the date of notification, the Committee shall notify the Board of such failure. The Board, at its option, shall be entitled to either remove the noncomplying work or remedy the noncompliance, and in either case, the Applicant shall reimburse the Village Association upon demand for all expenses incurred, plus an administrative charge to be determined by the Village Association (to cover administrative expenses and to discourage the Applicant from failing to comply). If such expenses shall be promptly repaid by the Applicant to the Village Association, the Board shall levy a special individual assessment against such Applicant and his Land or Unit for reimbursement.

10.7 General Powers. The Village Association (and the Committee, as appropriate) shall have the absolute power to: (a) veto any action (taken or contemplated); (b) require specific action to be taken in connection with applicable sections of the Village. Without limiting the generality of the foregoing, the Village Association (and the Committee, as appropriate) may: (i) require specific maintenance or repairs or aesthetic changes to be effected; (ii) require that a proposed a proposed budget include certain items and that expenditures be made therefore; and (iii) otherwise require or veto any other action as the Village Association shall deem appropriate from time to time. For this purpose, any proposed action not made in ordinary operations of the Committee approved practices must first be brought to the attention of the Village Association by written notice and not such action shall be effected unless and until approved in writing by the Village Association or the Committee, as appropriate. Any action required by the Community Association shall be taken within the time set by the Community Association. If an Owner shall fail to comply with such requirements, the Village Association shall have the right effect such action on the Owners’ behalf and to assess the Land and Units owned by the Owner in connection therewith, together with an administrative charge determined by the Village Association under the circumstances (to cover applicable administrative expenses and to discourage the Owners from failing to obey such requirements). Such assessments may be collected as special assessments hereunder and shall be subject to all lien rights provided for herein.

10.8 Exemptions. Declarant (and its affiliates and designees) shall be exempt from the provisions hereof with respect to Improvements, alterations and additions or removals desired to be effected by any of them and shall not be obligated to obtain

Committee approval for any construction or changes which any of them may elect to make at any time. It is specifically contemplated that Declarant, in its sole and absolute discretion, may, at any time and from time to time, designate Builders, Owners and other as being exempt from some or all of the provisions of this Article and some or all of the procedures set forth herein and may alter the procedures set forth herein as to any such designee.

10.9 Disclaimer. Neither the Committee nor any member, employee or agent thereof shall be liable to the Village Association, any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties, unless due to the willful misconduct or bad faith of such individual, in which event only that individual shall have any liability. The Committee shall not be responsible for reviewing, nor shall its approval of any plan be deemed approval of, structural safety of any building or other code compliance.

ARTICLE 11 DECLARANT AND THE MASTER DECLARATION

11.1 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Declaration; provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of this Association shall be subject and subordinate to those of the Master Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Village Associations.

11.2 Development Review, Maintenance and Use Restrictions. The Village Association (through the Committee) shall have any development review rights and powers as assigned to it by Declarant in connection with applicable deed restrictions, contractor or other instruments, which rights and powers shall be exclusive unless otherwise provided in the applicable assignment. The Village Association shall have the power to enforce its own use restrictions.

11.3 Collection of Assessments. Declarant shall, initially, act as collection agent for the Village Association as to all assessments payable to it by the Members. Declarant will remit the assessments so collected to the respective payees pursuant to such procedures as may be adopted by the Village Association. All capital improvement assessments, special assessments, fines, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities establishing above.

ARTICLE 12
GENERAL PROVISIONS

12.1 Declarant's Additional Reserved Rights. Notwithstanding anything herein to the contrary, Declarant shall have the right, with respect to the development of the Village, to construct buildings and Units and other Improvements and install landscaping of such type, nature, shape, height, color, material and location as Declarant shall determine in its sole and absolute discretion; provided, however, that same shall comply with the applicable building codes and County zoning laws in force at the that time. Until such time as Declarant shall own no Land or Units within the Village, Declarant shall be entitled to place on Land and/or Units owned by Declarant temporary construction or sales trailers and other temporary facilities and conduct its sales and marketing efforts as Declarant shall deem appropriate.

12.2 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Land and Units in the Village and shall be enforceable by the Village Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date the Master Declaration shall be recorded ("the Initial Term"), after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless this Declaration shall be terminated at the end of the Initial Term or prior to a successive ten (10) year period at a special meeting of the Membership of the Village Association held not less than five (5) years prior to the end of the Initial Term or not less than five (5) years prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than seventy-five (75%) percent of the Owners, in which event an instrument to this effect shall be recorded in the Public Records of Broward County, Florida, subject, however, to Declarant's rights as set forth in this Declaration. Further, termination of the Master Declaration in accordance with Section 10.2 thereof shall automatically result in the termination of this Declaration.

12.3 Protection of Institutional Lenders. Upon it written request to the Village Association, each Institutional Lender shall be entitled to: (a) examine this Declaration, the Articles of Incorporation, the By-Laws and the other books and records of the Village Association; (b) receive a copy of the Village Association's financial statements for the immediately preceding fiscal year; (c) receive notice of and attend Village Association meetings; (d) receive notice from the Village Association of any alleged default under this Declaration by the Owner of a Residential Unit encumbered by such Institutional Lender's mortgage; (e) receive notice of any substantial damage or loss to the Village Properties; (f) the lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Village Association; and (g) any proposed action requiring consent of the Institutional Lenders.

12.4 Amendments. This Declaration may be amended by Declarant unilaterally from time to time and at any time and without the joinder of any Owner of this Village Association: a) to accomplish any of the purposes or objectives set forth in this Declaration; and/or b) to correct any scrivener's errors. This Declaration also may be amended at any regular or special meeting of the Members by an affirmative vote of members owning not less than sixty-seven percent (67%) of the Units and the approval

Institutional Lenders holding at least sixty-seven percent (67%) of the mortgages on Residential Units in the Village; provided, however, that: (a) during the period that Declarant shall control the Village Association, the Board by a two-thirds (2/3) vote, may amend this Declaration; (b) no amendment shall change the method of determining a Residential Unit's share of Village Association expenses, unless the record owners of the affected Residential Units shall join in the execution of the amendment; (c) no amendment shall materially and adversely affect the rights of an Institutional Lender holding a mortgage on a Residential Unit within the Village without such Institutional Lender's prior written consent; (d) no amendment shall materially and adversely affect the surface water management system without the South Florida Water Management District's prior written approval; and (e) so long as the Declarant shall own any Units, the prior approval of the United States Department of Housing and Urban Development/Veterans Administration shall be required. Each amendment shall be recorded in the Public Records of Broward County, Florida.

12.5 Covenants Running with the Land. Anything herein to the contrary notwithstanding, the covenants, conditions and restrictions of this Declaration shall be covenants running with the land. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenants, conditions and restrictions to so run with the land. In the event that any such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the covenants, conditions and restrictions hereof running with the land shall be achieved.

12.6 Not a Condominium Association. Nothing in this Declaration shall be deemed to make the Village Association a condominium association within the meaning of the Florida Condominium Act (Chapter 718, Florida Statutes).

12.7 Notices. Any notice required to be sent hereunder shall be deemed to have been properly sent when delivered or mailed, postpaid, to the last known address of the Owner or other addressee on the records of the Village Association at the time of such mailing.

12.8 Enforcement: No Waiver. The Village Association, the CDD, the County and/or any Owner shall have the right to enforce the provisions of this Declaration by any proceeding at law or in equity against any person(s) or entity(ies) violating or attempting to violate any covenant or restriction, either to restrain such violation, to recover damages or to enforce performance and against the applicable Land and/or Unit to enforce any lien created herein; and failure by the Village Association, the CDD or any Owner to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Where litigation shall occur to enforce said provisions or to recover damages or to enforce any lien created herein, the prevailing party in such litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

12.9 Severability. Invalidation of any portion of this Declaration by judgment, court order or statute shall in no way affect any other provisions which shall remain in full force and effect.

12.10 Gender and Plurals. The use in this Declaration of the male gender shall include the female and neuter, and the use of the singular shall include the plural and vice versa, as the context requires.

(SIGNATURES AND ACKNOWLEDGMENT APPEAR ON THE FOLLOWING
PAGE)

The signature page is not replicated in this rendition. See the scanned documents.

LAND DESCRIPTION

INDIAN KEY

All of Parcels "A" and "B", CORAL BAY REPLAT SECTION ONE, according to the plat thereof, as recorded in Plat Book 149, Page 37 of the Public Records of Broward County, Florida;

Said lands lying in the City of Margate, Broward County, Florida, containing 19.698 acres, more or less.

**BY-LAWS
OF
INDIAN KEY AT CORAL BAY VILLAGE
ASSOCIATION, INC.**

ARTICLE 1: GENERAL

A. Identity. These By-Laws shall apply to Indian Key at Coral Bay Village Association, Inc. (“the Village Association”), a corporation not for profit organized under the laws of the State of Florida, for the purposes stated in the Articles of Incorporation to administer the planned residential development located in Broward County, Florida, known as “Indian Key at Coral Bay” (“the Village”). These By-Laws are expressly subject to the terms, provisions and authorizations contained in the Articles of Incorporation (“the Articles”) and in the Declaration of Covenants, Conditions and Restrictions for Indian Key at Coral Bay (“the Declaration”). The Declaration filed in Official Records Book 18818, Page 0595 of the Public Records of Broward County, Florida.

B. Compliance. Each present and future owner and tenant, guest, licensee, servant, agent, employee and any other person who shall be permitted to use the facilities of the Village or a Unit shall comply strictly with the By-Laws and the Rules and Regulations issued by the Village Association, and with the covenants, conditions and restrictions set forth in the Declaration and the deed deemed to mean that the owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of this Village Association and will comply with them. Failure to comply with any of the same shall be grounds for civil action to recover sums due for damages or injunctive relief, or both, plus the Village Association’s costs and reasonable attorneys’ fees incurred by the Village Association on behalf of the unit owners.

C. Office. The principal office of the Village Association shall be Pompano Beach, Florida, or at such other place as be subsequently designated by the Board. All books and records of the Village Association or complete copies thereof shall be kept at this principal office.

D. Seal. The seal of the Village Association shall bear the name of the Village Association, the word “Florida,” the words “Corporation Not for Profit,” and the year of incorporation. An impression of the Seal is affixed to the last page of these By-Laws.

E. Definitions. Unless the context otherwise requires, all terms used in these By-Laws shall have the same meaning as is attributed to them in the Declaration of the Articles.

ARTICLE II: BACKGROUND

A. Authorization for Establishment. The Village has been established by Declarant pursuant to the right retained by it in the Article 4 of that certain Declaration of Covenants, Conditions and Restrictions for Coral Bay (together with any amendments thereto existing as of the date hereof) as originally recorded in Official Records Book

17206 at Page 062 of the Public Records of Broward County, Florida (“the Master Declaration”). Declarant of the Declaration is al Declarant of the Master Declaration.

B. Supremacy of the Master Declaration. The provisions of these By-Laws and the rights and obligations granted herein or pursuant hereto are expressly subject to and subordinate to the provisions of the Master Declaration.

C. Obligations of the Village and the Village Association. It is the intention of the Master Declaration that each Village Association established pursuant thereto, including but not limited to this Village Association, shall be a discrete autonomous organization, subject, however, to the provisions of the Master Declaration in general and Paragraph B hereof in particular.

D. Cooperation with Other Village Associations. Nothing contained herein shall be deemed to preclude the Village Association from cooperating with the Declarant or other Village Associations at Coral Bay if such cooperation would, in the Board’s opinion, be in the best interests of the this Village.

ARTICLE III: MEMBERS

A. Membership in General.

1. Qualification. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in the Articles of Incorporation.

2. Member Register. The Secretary of the Village Association shall maintain a register in the office of the Village Association showing the names and addresses of the members of the Village Association. Furthermore, upon request from Declarant, the Village Association shall supply the Declarant with a current list of the names and addresses of Owners of Units or Land subject to the jurisdiction of the Village Association. The Declarant shall not be responsible for reflecting any changes, until notified of such changes in writing.

3. Notice by Declarant. So long as Declarant is a member, it shall, solely as an accommodation with no consequences for failure to do so, provided the Secretary of the Village Association with an address to which communications from the Village Association must be sent.

B. Voting.

1. Number of Votes. In any meeting of members, the members shall be entitled to cast one vote for each unit owned. The vote of the unit shall not be divisible.

2. Majority Vote. The acts approved by a majority of the votes at a meeting at which a quorum shall be present, shall be binding upon all members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. The terms “majority of the members” shall mean those members having more than fifty percent

(50%) of the total authorized votes of all members voting at any meeting of the members at which a quorum shall be present.

3. Designation of Voting Member. If a unit owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by all the record owners of that unit according to the roster of members and the filed with the Secretary of the Village Association. IF a unity is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by the president or vice-president and attested by the or assistant secretary of the corporation and filed with the secretary of the Village Association. The person designated to cast the vote of the unit shall be known as the “voting member.” If such a Voting Certificate is not on file with the secretary for a unit owned by more than one person, under lease, or by one business entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of the person entitled to case the vote for the unit, except to such unit as owned by a husband and wife. Such Voting Certificate shall be valid until revoked or superseded by subsequent Voting Certificate, or until a change in the ownership of the unit concerned.

A husband and wife owning a unit jointly shall have the following options:

a. They may designate a voting member.

b. If they do not designate a voting member and both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall loose their right to vote on that subject at that meeting.

c. If they do not designate a voting member and only one is present at a meeting, the spouse who is present may cast the unit vote without establishing the concurrence of the absent spouse.

d. If both spouses are present at a meeting and concur, either one may cast the unit vote.

4. Quorum. Members holding the voting interests for at least thirty percent (30%) of the Units shall constitute a quorum.

5. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. A proxy must be written, signed by the voting

member generating the proxy and filed with the Secretary of the Village Association before the appointed time of the meeting.

C. Meetings of Unit Owners.

1. Annual Meetings. The annual meetings of the members shall be held on the date and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be elect Directors and to transact any business with properly comes before the meeting.

2. Special Meetings. Special meetings of the members shall be held whenever called by the President or by a majority of the Board. A special meeting must be called by the President if one-third (1/3) of the members file a written request with the Secretary. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3. Location of Meetings. All annual and special meetings shall be held at the principal office of the Village Association or at such other suitable and convenient place as may from time to time be fixed by the Board and designated in the notices of such meetings.

4. Notices of Meetings. Notices of meetings of members stating the time and the place and the objects for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Village and a copy shall be delivered or mailed to each member entitled to attend the meeting. The notice of the annual meeting shall be posted in a conspicuous place within the Village at least fourteen (14) days but not more than sixty (60) days prior to the annual meeting and also shall be sent by mail to each member unless the member waives the right receive such notice, in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The Secretary shall provide an affidavit affirming that notices of meetings were mailed or hand delivered as required herein to each unit owner at the address appearing on the roster. Any member may waive in writing notice of any specific meeting; such waiver, when filed in the records of the Village Association, shall be deemed equivalent to the receipt of such notice by such member. If any meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (whenever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration), the members present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

D. Conduct of Meetings.

1. The President, or in his absence, the Vice President, shall preside at all meetings; in the absence of both of them, the presiding officer shall be designated by the Board.

2. The order of business at annual meetings and, as far as practical, at other meetings shall be:

- a. Called to order by the President;
- b. Election of chairman of the meeting;
- c. Calling of the roll and certifying of proxies;
- d. Proof of notice of the meeting or waiver of notice;
- e. Reading and disposal of any unapproved minutes;
- f. Reports of officers;
- g. Reports of committees;
- h. Appointment of inspectors of election;
- i. Determination of number of Directors;
- j. Election of Directors;
- k. Unfinished business;
- l. New business;
- m. Adjournment.

E. Limitations of membership. Except as otherwise provided, membership in the Village Association shall be limited to the unit owners or co-owners. In the event that a member shall lease or permit another to occupy his unit, the tenant or occupant shall not vote in the affairs of the Village Association except as member shall permit the tenant or occupant to exercise the proxy vote of the member. Every transfer of title to the member's unit, in accordance with the Declaration, shall include membership in the Village Association, and upon making such transfer, the previous owner's membership shall terminate automatically. Except as herein provided, membership in the Village Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

ARTICLE IV: BOARD OF DIRECTORS

A. Authorization. The affairs of the Village Association shall be governed by a Board of Directors.

B. Number of Directors.

1. So long as Declarant is a member of the Village Association, the affairs of the Village Association shall be managed by a Board comprised of three (3) Directors. So long as the Declarant is entitled to appoint any Director pursuant to the Articles or the Declaration,

the number of Directors will be determined, and any be changed from time to time, only by Declarant and only written notice to the Board, In all events, however, there shall be an odd number of Directors, and in no event shall there be more than five (5) Directors. In the absence of such notification, there shall be three (3) Directors.

2. After Declarant is no longer entitled to appoint any Director, the number Directors on the Bard may be changed at any meeting where members are to elect any Directors. In all events, however, there should be an odd number of Directors, and in no event shall there be more than seven (7) Directors and fewer than three (3) Directors.

C. Representation.

Declarant shall select all of the Directors until the occurrence of the first of the following events:

1. Five (5) years after conveyance of the first unit in the Village has been conveyer;

2. Four (4) months after seventy-five percent (75%) of the Units that will be operated ultimately by the Village Association have been conveyed to Owners other than the Declarant; or

3. Declarant's sooner election to transfer control to the Owners other than Declarant.

Thereafter, the members shall have the right to elect a majority of the Directors and Declarant shall be entitled to appoint the remaining Directors so long as Declarant holds for sale in the ordinary course of business at least one (1) of the Units in the Village. Thereafter, the members shall have the right to select all of the Directors. The rights reserved to Declarant to elect and maintain Directors may be assigned to and exercised by Declarant successor(s) in interest.

D. Election Procedures, Generally.

All Directors not chosen by Declarant shall be elected at the annual meeting of the members of the Village Association immediately following Declarant's election of Directors. Member-elected Directors shall be elected in the following manner:

1. A nominating committee of not less than three (3) members shall be appointed by the Board not less than thirty (30) days prior to the annual meeting of the members. The committee may nominate one or more persons for each available position. Nominators also may be made from the floor at the annual meeting.

2. The election shall be by closed ballot unless dispensed with by unanimous consent of those present and the winner shall be determined by a plurality of the votes cast. Each person voting shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

E. Vacancies. Vacancies in the Board may be filled, until the day of the next annual meeting, by selections by the remaining Directors except that should any vacancy in the Board be created in any position previously filled by a person elected by Declarant, such vacancy shall be filled by Declarant electing by written instrument delivered to any officer of the Village Association.

F. Terms of Office. The term of office of each Director, other than those elected by Declarant, shall be for one (1) year, expiring at the next annual meeting of membership, or when successors are duly elected and qualified, or any shorter period in the event of removal in the manner provided herein or by law.

G. Removals. Any Director elected by the membership may removed with or without cause, at any time by a vote of the majority of the members at any special meeting called for such purpose by at least thirty-three and one third percent (33 1/3%) of the total members. If the recall is approved, the recall shall be effective immediately, and the recalled Director(s) shall turn over to the Board any and all records of the Village Association in his (their) possession within seventy-two (72) hours after the meeting. Only Declarant shall have the right to remove and replace any Director(s) chosen by it. Such replacement of Directors shall be made by written instrument delivered to any officer of the Village Association, specifying the name of each person designated as successor to each Director so removed.

H. Meetings.

1. Notice of Board Meetings. In lieu of other types of Notice the Board may publish and furnish to the membership an annual schedule of Board meetings (the Schedule) each year setting forth the date, time and location of each meeting. As to any meetings not included in the aforesaid Notice, Notice of such other Board meeting must either be posted in a conspicuous place in the Village at least 48 hours in advance of the meeting, except an emergency; or in the alternative, if notice is not posted in a conspicuous place in the Village, except in an emergency, Notice of each Board meeting must be mailed or delivered to each Member of the Village Association (Member) at least seven (7) day before the meeting. A meeting occurs whenever a quorum of the Board gathers to conduct association business. Notice of a meeting of the Board need not be given to any Director or Member who signs a waiver of notice either before or after the meeting.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of, such meeting except that an assessment may not be levied at a board meeting unless the Schedule or Notice includes a statement that assessments will be considered and the nature of the assessments.

2. Attendance at Board Meetings. A Director may appear at a Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors present as in an open meeting.

3. Organizational Meeting. The organizational meeting of newly elected Board shall be held immediately after its election in the location where the election takes place or such other place as the Board determines.

4. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board.

5. Board Meetings Open to Members. All meetings of the Board shall be open to all members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

6. Special Emergency Meetings. Special emergency meeting of the Board may be called by the President, and must be called by the Secretary at the written request of any two (2) Directors. Not less than eight (8) hours notice of any emergency meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place and purpose of the meeting and Notice thereof shall be placed in a conspicuous place in the Village at the earliest practical time consistent with the emergency.

7. Waiver of Notice. Any Director or Member may waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of notice by each such Director or Member. Attendance by a Director or Member at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

8. Quorum. A quorum at a Board meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the votes present at a meeting in which a quorum is present shall constitute acts of the Board, except as specifically provided otherwise in the Articles of Incorporation, these By-Laws or the Declaration of Covenants. If any meeting cannot be organized because a quorum has not attended, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, business which might have been transacted at the meeting as originally called may be transacted without further notice. Directors may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

8. Adjourned Meetings. A Majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the Directors who are not present at the time of

the adjournment and, unless the time and place of the adjourned meeting are announced at the time the adjournment, to the other Directors. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

9. Presiding Officer. The presiding officer of the Directors' meeting shall be the Chairman of the Board if such an officer is elected; and if none, the President of the Village Association shall preside if the President is a Director. In the absence of a presiding officer, the Directors shall designate of their members to preside.

10. Order of Business. The order of Business a Directors' meeting shall be:

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

11. Committees. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

12. Action of Directors Without Meeting. Anything herein to the contrary notwithstanding the Board may take action without calling a meeting or giving notice of such action so long as such action is taken in accordance with Section 607.0821, Florida Statutes and so long as such action is not limited to prohibited by other applicable law.

13. Minutes of Meetings of the Board and Minutes of Meetings of Members. Minutes of all meetings of the Members of the Village Association and of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present in a Board meeting must be recorded in the minutes.

I. Resignation. Any Director of the Village Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the specified

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

J. Replacement of Directors. Directors may be replaced as follows:

1. Any Director selected by the Members of the Village Association other than Declarant may be replaced and his successor selected in the manner set forth in Paragraph G hereof.

2. Any Director appointed by Declarant may be replaced, and his successor appointed in the manner set fourth in Paragraph G and K hereof.

K. Directors Appointed by Declarant. Notwithstanding anything contained herein to the contrary, Declarant shall have the right to appoint the maximum number of Directors in accordance with the rights granted to Declarant pursuant to the Articles. All Directors appointed by Declarant shall serve at its pleasure, and Declarant shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by Declarant shall be made by written notice to the Village Association which shall specify the name of the person designated as successor Director. The removal of any Director and the designation of his successor by Declarant shall become effective immediately upon delivery of such written instrument by Declarant.

L. Compensation. The Directors shall not be entitled to any compensation for serving as Directors; provided, however, the Village Association may reimburse any Director for expenses incurred on behalf of the Village Association.

M. Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Village Association, express or implied, existing under these By-Laws, the Articles, the Declaration, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

1. The operation, care, upkeep and maintenance of any portion of the Village determined to be maintained by the Board.

2. The determination of the expenses required for the operation of the Village Association.

3. The collection of Assessments for Village Expenses from Village Association members required to pay same.

4. The employment and dismissal of personnel.

5. The adoption and amendment of rules and regulations covering the details of the operation and use of the village.

6. Maintaining bank accounts on behalf of the Village Association and designating signatories required thereof.

7. Obtaining and reviewing insurance.

8. The making of repairs, additions and improvements to, or alterations of, Land owned and/or maintained by the Village Association.

9. Borrowing money on behalf of the Village Association; provided however, that: (i) the consent of at least two-thirds (2/3) of the Directors appointed by the Village Association and all of the Directors selected by Declarant obtained at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws, shall be required for the borrowing of any sum in excess of \$10,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any property without the consent of the Owner of such property.

10. Contracting for the management and maintenance of Land owned and/or maintained by the Village Association; authorizing a management agent or company to assist the Village Association in carrying out its powers and duties by performing such functions as the submission of proposals, collections of Assessments, preparation of records, enforcement of rules with funds as shall be made available by the Village Association for such purposes. The Village Association and its officers shall, however, retain at all times the powers and duties granted by all Village Association documents and the Declaration, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Village Association.

11. Exercising all powers specifically set forth in the Declaration, the Articles, these by-Laws, and as otherwise provided by statute or laws, and all powers incidental thereto or implies therefrom.

12. Entering into and upon any portion of the Land, including Units, when necessary to maintain, care and preserve any Property in the vent the Owner fails to do so.

13. Collecting delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages for violation of these By-Laws and the terms and conditions of the Declaration or the Rules and Regulations of the Village Association.

14. Acquiring and entering into agreements whereby the Village Association acquired leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the Village Association, intended to provide for the enjoyment, recreation or other use and benefit of the members and/or Owners and declaring expenses in connection therewith to be Village Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Village Association; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

N. Limitation on Powers and Duties. A Community Development District (the "CDD") has been established of which the Village is a part. To the extent that the CDD provides any of the services or performs any of the functions that Declarant and/or the Village Association is required and/or permitted to perform, or shall undertake any of the responsibilities and obligations of Declarant or the Village Association, then Declarant and the Village Association shall be discharged of those responsibilities undertaken by the special taxing district, and the assessments and budgets shall be adjusted accordingly.

ARTICLE V: OFFICERS

A. Members and Qualifications. The officers of the Village Association shall include a President, a Vice-President, a Treasurer and a Secretary, each of whom must be a Director and all of whom shall be elected by a Majority of Directors of the Village Association and may be preemptively removed from office with or without cause by a vote of the Directors at any meeting by concurrence of a Majority of the Directors. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Village Association from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these By-Laws.

B. Resignations. Any officer of the Village Association may resign at any time by giving written notice of his resignation to any Director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is not time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

C. Vacancies. A vacancy in any office, whether arising from death, resignation, remove or any other cause may be filled fro the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these By-Laws for the regular election appointment of such office.

D. The President. The President shall be the chief executive officer f the Village Association. He shall have all of the powers and duties which are usually vested in the office of President of an association or corporation, including, but not limited to, the power to appoint committees from among the members from time to time, as he may, in his discretion, deem appropriate to assist in the conduct of the affairs of the Village Association.

E. The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties f the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the Board.

F. The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other noticed required by law. He shall have custody of the seal of the Village Association and affix the same to instruments requiring a seal when duly executed. He shall keep records of the Village Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the association, and as may be required by the Board or the President.

G. The Treasurer. The Treasurer shall have custody of all property of the Village Association, including funds, securities, and evidences of indebtedness. he shall keep books of account for the Village Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer. He shall collect all Assessments and shall report promptly to the Board the status of collections.

H. Compensation. The officers of the Village Association shall not be entitled to compensation unless the members of the Village Association specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated, shall preclude the Board from employing a manager, management company, or Director or an officer of the Village Association as an employee of the Village Association and compensating such employee or entity, nor shall they preclude the Village Association from contracting with a Director for the management of the Property subject to the jurisdiction of the Village Association or for the provision of services to the Village Association, and in either such event to pay such Director a reasonable fee for such management or provision of services.

ARTICLE VII: FINANCES AND ASSESSMENTS

A. Adoption of the Budget.

1. Not less than forty-five (45) days prior to the commencement of any calendar year of the Village Association, the Board shall adopt a budget for such calendar year. The budget shall reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year. The Expenses of the Village Association shall include but are not limited to all expenses of any kind or nature whatsoever incurred, or to be incurred, by the Village Association for the proper operation of the Village Association itself, including but not limited to, the expenses of carrying out the powers and duties of the Village Association; all insurance premiums and expenses, reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as Village Expenses by these By-Laws, the Declaration, the Articles or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the Village Association, any expense of the Village Association is to be shared with any person(s) or entity, then the

annual budget of the Village Association shall contain a separate classification for such expense(s). In the event the Board fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the expenses of the Village Association for the fiscal year in which the adopted budget applies, the Board may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

3. The initial budget shall be prepared and adopted by the Board and initial member assessments made within ninety (90) days after the date of incorporation of the Village Association.

4. The Association shall provide each member with a copy of the budget or a written notice that a copy of the budget is available upon written request at no charge to the member. A copy of the budget shall be provided to the Member within ten (10) business days after receipt of the request.

B. Assessments and Assessment Roll.

1. Notice of meetings at which assessments shall be considered shall be provided as set out in Article IV (H) above.

2. Assessments against the members for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal quarterly installments, unless otherwise provided payable in advance on the first day of each quarter of the applicable year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly payments on such installments shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment for the next twelve (12) months, upon five (5) days written notice to the member, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by certified mail or certificate of mailing, whichever shall first occur.

3. In the event the expenditure of funds required by the Village Association cannot be paid from the Assessments for Village Expenses, the Board may make special Assessments, which shall be levied

in the same manner as hereinbefore provided for Assessments for Village Expenses and shall be payable in the manner determined by the Board. Each member's share of any special Assessment shall be the same proportion as the share of the Assessments for Village Expenses.

4. The Village Association shall maintain an Assessment roll for each member, designating the name and current mailing address of the member, the amount of each Assessment payable by such member, the dates and amount in which the Assessments come due, the amounts paid upon the account of the member, and the balances due.

5. The Board shall follow those provisions of the Declaration dealing with Assessments, including but not limited to those contained in Article 7 thereof.

C. Depositories. The funds of the Village Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the Board.

D. Application of Payments and Commingling of Funds. All sums collected by the Village Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board.

E. Accounting and Other Records and Reports. The Village Association shall maintain each of the following items, when applicable, which constitute the official records of the Village Association:

1. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Village Association is obligated to maintain, repair or replace.

2. A copy of the By-Laws of the Village Association and of each amendment to the By-Laws.

3. A copy of the Articles of Incorporation of the Village Association and of each amendment thereto.

4. A copy of the Declaration of Covenants and a copy of each amendment thereto.

5. A copy of the current rules of the Homeowners' Association.

6. The minutes of all meeting of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

7. A current roster of all members and their mailing addresses and parcel identifications.

8. All of the Village Associations' insurance policies or a copy thereof, which policies must be retained for a least seven (7) years.

9. A current copy of all contracts to which the Village Association is a party, including, without limitation, any management agreement, lease or other contract under which the Village Association has any obligation or responsibility. Bids received by the Village Association for work to be performed shall also be considered official records and shall be kept for a period of one (1) year.

10. The financial and accounting records of the Village Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- c. All tax returns, financial statements, and financial reports of the Village Association.
- d. Any other records of the Village Association that identify, measure, record, or communicate financial information.

F. Financial Reporting. The Village Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Village Association shall, within ten (10) business days after completion of the annual financial report, provided each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of the either:

1. Financial statements presented in conformity with generally accepted accounting principles; or
2. A financial report of actual receipts and expenditures, cash basis, which report must show:
 - a. The amount of receipts and expenditure by classification; and
 - b. The beginning and ending cash balances of the Village Association.

G. Fiscal Year. The fiscal year of the Village Association shall be the calendar year.

ARTICLE VIII: COMMITTEES

The Board is authorized to appoint such committees as it may from time to time deem appropriate. Committee members shall be chosen from among members of the Village Association. Notice of committee meetings shall be given Committee Members and Village Association Members in the same way that Notice of Meetings or Schedule of Meetings must be given as set out in Article IV H above. The provisions of Article IV H (5) shall also apply to committee meetings.

ARTICLE IX: PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Village Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

ARTICLE X: OBLIGATIONS OF MEMBERS

A. Each Member and the Member's tenants, guests, and invitees, as well as the Village Association, are governed by, and must comply with the governing documents of the Village Association, and the rules of the Village Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Village Association or by any Member against:

1. The Association;
2. A Member;
3. Any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
4. Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs.

B. The Village Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both to use common areas and facilities and may levy reasonable fines, not to exceed \$50 per violation, or such greater amount permitted by law, against any Member or any tenant, guest, or invitee.

C. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) member appointed by the Board who are not officers, directors, or employees of the Village Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

D. The requirements of this subsection do not apply to the imposition of suspension or fines upon any member because of the failure of the member to pay

assessments or other charges when due. In the event of failure to pay assessments or other charges, a uniform late charge set by the Board shall be charged for each payment in default and in addition, interest shall accrue at the highest rate permitted by law. When in default a member's right to use common facilities to the extent permitted by law shall be suspended.

E. Suspension of the common area use rights shall not impair the right of an owner or tenant to a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

F. An Association may not suspend the voting rights of a member.

ARTICLE XI: AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

B. Special Meeting. Such proposed amendment(s) shall be transmitted to the President (or other officer in the absence of the President) who shall thereupon call a special joint meeting of the Board and the membership for the date not sooner than twenty (20) days nor later than sixty (60) days from receipt of such officer of the proposed amendments(s). The Secretary shall give to each Member written notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the member is required as herein set forth.

C. Text of Proposed Amendments. No By-Law shall be amended solely by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present text."

D. Adoption. A resolution of the adoption of a proposed amendment may be proposed either by a majority of the Board or by those voting members of the Association owning not less than one-third (1/3) of the total number of Units in the Village. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. Any proposed amendment shall require the approval of Declarant so long as it owns any land and shall also require the additional approval of either:

1. Those member of the Association owning not less than one-third (1/3) of the total number of Units in the Village and by not less than a majority of the Board; or

2. Those members of the Association owning not less than a majority of the total number of Units in the Village.

E. Written Votes. At any meeting held to consider such amendments(s), the written vote of any member shall be recognized even if such member is neither in attendance nor represented by proxy, provided that such written vote is delivered to the secretary at or prior to such meeting.

F. Writing in Lieu of Meeting. In the event that the members holding the votes necessary to pass any amendment(s) shall execute any instrument amending these By-Laws, the same shall constitute a valid amendment and it shall not be necessary for the meeting otherwise prescribed above to be held.. A copy of such amendment(s), bearing the signature of the member(s), and certified by the president and the secretary as being the amendment(s) so adopted by such members, shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date of approval of such amendment(s).

G. Nonmaterial Errors. Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

H. Declarant's Rights. Notwithstanding the foregoing provisions, no amendment to these By-Laws to abridge or alter Declarant's rights herein may be adopted or become effective without Declarant's prior written consent.

I. Limitations on Amendments. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without approval by all of the Members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Declaration, the Articles or these By-Laws. As long as Declarant owns any rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant shall join in the execution of the amendment. As long as Declarant controls the Association, any amendment to these By-Laws may be vetoed by HUD/VA or may be vetoed by Declarant if HUD/VA do not permit HUD/VA financing approval, if such amendment is enacted. The Board shall develop a procedure for notifying HUD/VA of any amendment which is proposed while Declarant controls the Association.

ARTICLE XII: RULES AND REGULATIONS

The Board may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use, operation and maintenance of the Village and the Units contained therein in order to further implement and carry out the intent of the Declaration, the Articles and these By-Laws. The Board shall make available to any member, upon request, a copy of the Rules and Regulations adopted from time to time by the Board.

ARTICLE XIII: MISCELLANEOUS

- A. Number, Tenses and Genders. The use of any number, gender or tense in these By-Laws shall refer to all numbers, genders or to all tenses, as the case may be, wherever the context so requires.
- B. Partial Invalidity. Should any provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.
- C. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, the Articles, these By-Laws, and the Rules and Regulations of the Village Association shall govern in that order.
- D. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define limit or describe the scope of these By-Laws or the intent of any provisions hereof.
- E. Waiver of Objections. The failure of the Board or any officers of the Village Association to comply with any terms and provisions of the Declaration, the Articles or these By-Laws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to, in writing, by a member of the Village Association within thirty (30) days after the member is notified, or becomes aware or should have become aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all members who received notice of the meeting and failed to object to such defect at the meeting.
- F. Declarant. Anything to the contrary notwithstanding in the Declaration of the Articles, rights and protection provided the “Declarant” as the term is used herein shall include FN Development Company, Alpha, a California corporation as a successor to the original named Declarant.