

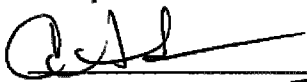
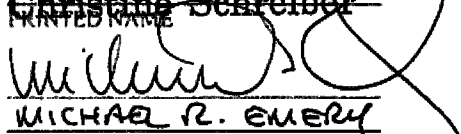
Instrument Prepared by:
Steven B. Katz, Esquire
Law Office of Steven B. Katz, P.A.
4300 North University Drive
Suite A106
Lauderhill, FL 33351
(954) 726-0805

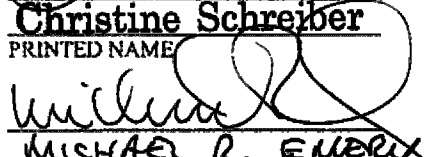
**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Covenants, Restrictions and Easements for SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC., as recorded in Official Records Book 12596, Page 371 of the Public Records of Broward County, Florida, were duly adopted in accordance with the powers set forth in the Declaration of Covenants, Restrictions and Easements and the By-Laws for SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC., as well as in accordance with the provisions of Chapter 720, Florida Statutes.

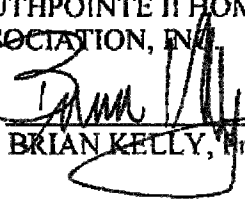
IN WITNESS WHEREOF, said Association has caused this certificate to be signed in its name, by its President, and its corporate seal to be hereunto affixed and attested by its Secretary this 23rd day of JUNE, 2017.

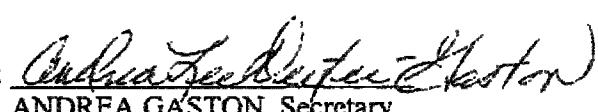
Signed, sealed & delivered
in the presence of:


Christine Schreiber
PRINTED NAME

MICHAEL R. EMERY
PRINTED NAME


Christine Schreiber
PRINTED NAME

MICHAEL R. EMERY
PRINTED NAME

SOUTHPOINTE II HOMEOWNERS'
ASSOCIATION, INC.

BY: 
BRIAN KELLY, President

ATTEST: 
ANDREA GASTON, Secretary

SOUTHPOINTE II HOMEOWNERS' ASSOCIATION
c/o West Broward Community Management
820 South State Road Seven
Plantation, FL 33317

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared BRIAN KELLY and ANDREA GASTON, as President and Secretary respectively, of SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, who are personally known to me or who produced their drivers' licenses as identification, and who took an oath, and they acknowledged before me that they executed the foregoing Certificate of Amendments as such Officers for and on behalf of said Association after having been duly authorized to do so.

WITNESS my hand and official seal at Broward County, this 23rd day of JUNE, 2017.

My Commission Expires:



 **Christine Schreiber**

NOTARY PUBLIC - State of Florida

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC.**

1. *Article VII, Section 10, page 13 of the Declaration is amended by removing the following paragraph in its entirety and adding in its place the language listed below:*

~~No person or entity that acquired title to a lot or Dwelling Unit as a result of a foreclosure of an institutional mortgage or any bona fide first mortgage of record who accepts a Deed to a lot in lieu of foreclosing an institutional mortgage of record shall be liable for the share of periodic or special assessments pertaining to that lot or Dwelling Unit chargeable to the former owner thereof which became due prior to its acquisition of title, unless such share is secured by a Claim of Lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such share of assessments for which the new owner is not liable shall be collectible by periodic or special assessment from all of the owners, including the new owner of the lot in question. Except as expressly provided hereinabove, every Grantee in a voluntary conveyance of a lot or Dwelling Unit shall be jointly and severally liable for all unpaid periodic or special assessments against the Grantor for his share of the assessments up to the time of the conveyance. Notwithstanding anything contained herein to the contrary, each and every owner, including purchasers at a judicial sale, shall be liable for all periodic or special assessments coming due while he is the owner of a lot or Dwelling Unit regardless of how his title was acquired.~~

All persons or entities who acquire title to a Lot/Dwelling Unit are jointly and severally liable with the previous parcel owner for all unpaid assessments that are due for the Lot/Dwelling Unit up to the time of the transfer of title from the previous owner to the present owner, regardless if the transfer of title was via a conveyance from the previous owner to the present owner or if the present owner acquired title to the Lot/Dwelling Unit as the successful purchaser at a foreclosure sale.

deletion is indicated by ~~strikeout~~

addition is indicated by underline

2. *Article X, Section 9, page 19 of the Declaration is amended by adding "A" as a heading for the existing paragraph and adding the following paragraphs to Article X, Section 9 as "B", "C" and "D":*

B. Each prospective tenant of a Lot/Dwelling Unit over the age of eighteen (18) years of age must complete and submit an application for approval of the proposed lease of a Lot/Dwelling Unit to the Association as well as all documents requested by the Association. An application fee in an amount to be determined by the Association shall also be submitted with the application. The Association is authorized to perform or have performed on its behalf a national background check of all proposed tenants over the age of 18. No persons shall be permitted to occupy or take possession of a Lot/Dwelling Unit until the application for tenancy is approved. The Association reserves the right to disapprove an application for tenancy in its sole discretion based on any derogatory information gathered during the application process. The decision of the Association to approve or disapprove the application for tenancy shall be in writing and provided to the prospective tenants and the Owner of the Lot/Dwelling Unit.

C. An Owner may only lease a Lot/Dwelling Unit after the Owner has owned the Lot/Dwelling Unit for a period of at least twelve consecutive months. The foregoing shall not be applicable to any person or entity who owned a Lot/Dwelling Unit prior to the recording of this Amendment.

D. No more than ten percent (10%) of the total Lots/Dwelling Units in Southpointe Homeowners Association may be leased at any given time to a Third Party. For purposes of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration. Should the number of rental agreements or leases in force reach the maximum allowable, any requests for the leasing or rental of a Lot/Dwelling Unit shall be placed on a waiting list to be maintained by the Association, which will be honored on a first come, first served basis as additional leasing or rentals become available due to termination or non-renewal of than existing leases. The foregoing shall not be applicable to any person or entity who owned a Lot/Dwelling Unit prior to the recording of this Amendment.

deletion is indicated by ~~strikeout~~

addition is indicated by underline

- 3. Article XVI, Section 3, page 25 of the Declaration is amended by adding "A" as a heading for the existing paragraph and adding the following paragraph to Article XVI, Section 3 as "B":**

B. All reasonable attorney's fees and costs incurred by the Association as a result of actions taken against an Owner of a Lot/Dwelling Unit incident to the enforcement of any provisions, restrictions, conditions, reservations, and/or covenants contained in the Association's Declaration, By-Laws, Articles of Incorporation, Rules & Regulations, or the provisions contained in the Florida Statutes, shall be recoverable from the Owner and shall become a lien against the Lot/Dwelling Unit, enforceable in the same manner as a Claim of Lien for unpaid assessments.

deletion is indicated by ~~strikeout~~

addition is indicated by underline

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DECLARATION OF CONVENANTS,

RESTRICTIONS

AND

EASEMENTS

FOR

SOUTHPOINTE II

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DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SOUTHPOINTE II

THIS DECLARATION is made on this 6th day of June, 1985, by SOUTHPOINTE II ASSOCIATES, a Florida General Partnership (hereinafter referred to as "Declarant"), and joined by SOUTHPOINTE II HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association") for the purpose of consenting to its obligations hereunder.

W I T N E S S E T H:

WHEREAS, Declarant is the owner or contract vendee of certain real property to be known as SOUTHPOINTE II in the County of Broward, State of Florida, which property is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Declarant intends to create a residential community upon a portion of the Property pursuant to a general plan of development described in the Site Plan of SOUTHPOINTE II prepared by Richard A. Lefcourt, AIA, dated March 21, 1984 the "Site Plan"); and

WHEREAS, the general plan of development conceived by Declarant contemplates that various portions of the Property shall be set aside for the collective use of all of the residents of the community created upon the Property; and

WHEREAS, Declarant is desirous of preserving and enhancing the value of the residences within the Property and for promoting their owners' and occupants' welfare, and accordingly, Declarant wishes to submit certain portions of the Property to various easements, covenants, restrictions, conditions, reservations, equitable servitudes, liens and charges, all running with the said Properties as hereafter set forth; and

WHEREAS, the Association shall acquire from the Developer certain real property within SOUTHPOINTE II on which there shall be permanent garden areas, open spaces, recreation areas, utility lines, roadways, drainage, and other common areas and facilities; and

WHEREAS, in order to promote the objectives described above, Declarant has formed a non-profit organization known as SOUTHPOINTE II HOMEOWNERS ASSOCIATION, INC. to maintain, administer, and eventually own various portions of the Property intended to be used by all or a segment of the owners of residences constructed upon lots within the Property and to enforce the covenants, restrictions, conditions, reservations, easements, equitable servitudes, charges and liens created or provided for by this Declaration; and

WHEREAS, Declarant is further desirous of making provisions for the execution, acknowledgement, and recordation of supplemental or amended declarations for so long as Declarant owns any portion of the Property and for providing in such supplemental or amendatory declarations such further conditions, covenants, and restrictions for the operation, amenities, protection, and maintenance of the Property as may be necessary or then desired. Nothing contained herein or in any supplemental or amendatory declaration shall limit the Declarant's ability to increase the amenities contained within the Common Properties or limit the acreage content of said Common Properties.

NOW, THEREFORE, in consideration of the foregoing, the Declarant declares that the real Property described in Exhibit "A" attached hereto (including any and all improvements thereon), together with such additions thereto as are hereafter made pursuant

to this Declaration shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions, and equitable servitude, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall inure to the benefit of and run with the title to the lots upon which single family townhouse residences are situated and shall be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, successors, and assigns; and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Association and its successors-in-interest in each owner and his respective successors-in-interest; and may be enforced by any owner, and his successors-in-interest, by the Association, and by the Declarant and its successors and assigns so long as it or they own any portion of the Property.

Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete development of any portion of the Property and the construction and improvements thereon, nor Declarant's right to maintain models, construction, sales or leasing offices or similar facilities on any portion of the Common Properties, nor the Declarant's right to post signs incidental to construction, sales, or leasing. Nor shall any provision of this Declaration be construed as the Declarant's obligation to develop and/or convey the Common Properties.

ARTICLE I DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise;

Section 1. "ARCHITECTURAL CONTROL COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 2. "ARTICLES" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of the State of Florida, a true copy of which is attached hereto, marked Exhibit "C" and incorporated herein by this reference as such Articles may be amended from time to time.

Section 3. "ASSOCIATION" shall mean and refer to SOUTHPOINTE II HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns.

Section 5. "ASSESSMENT" shall mean any of the types of assessments defined below in this section.

A. "COMMON ASSESSMENT" shall mean the charge against each owner and his residence representing a portion of the total cost incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties.

B. "SPECIAL ASSESSMENT" shall mean a charge against one or more (but not all) owners and their residences equal to the cost incurred by the Association in connection with the enforcement of the provisions of this Declaration.

C. "RECONSTRUCTION ASSESSMENT" shall mean a charge against each owner and his residence representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the improvements on the Common Properties pursuant to the provisions of this Declaration.

D. "CAPITAL IMPROVEMENT" shall mean a charge against each owner and his residence representing a portion of the cost incurred by the Association for installation or construction of any improvements on any portion of the Common Properties which the Association may from time to time authorize.

Section 6. "BOARD OF DIRECTORS" shall mean the directors serving as such from time to time under the Articles of Incorporation and the By-Laws of SOUTHPOINTE II HOMEOWNERS ASSOCIATION, INC., both of which documents are by reference specifically incorporated herein.

Section 7. "BY-LAWS" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board of Directors substantially in the form of Exhibit "D" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

Section 8. "COMMON EXPENSES" shall mean the actual and estimated cost of ownership, maintenance, management, operation, repair, and replacement of the Common Properties (including unpaid special assessments, capital improvement assessments, and including those costs not paid by the owner responsible for payment); the cost of any and all commonly metered utilities; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, and employees and cost of insurance bonds covering those personnel; the cost of all utilities, gardening and other services benefitting the Common Properties, and all recreational facilities thereon; the cost of fire, casualty, and liability insurance, workmen's compensation insurance, and other insurance covering the Common Properties; the cost of bonding of the members of the Board of Directors and any managing body; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; the cost of any other item or items so designated by, or in accordance with, other expenses incurred by the Association for any reason whatsoever in connection with the Common Properties for the benefit of the owner; and reserves for capital improvements and deferred maintenance of the Common Properties.

Section 9. "COMMON PROPERTIES" shall mean all of the Property heretofore described in Exhibit "A" not included in any lot and owned by the Association for the common use and enjoyment of the owners, together with landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, lakes, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon; in addition, such portions of the Property as are declared to be Common Properties in any supplemental declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration and any Supplemental Declaration.

Section 10. "DECLARATION" shall mean (except as otherwise provided in Section 15 of this Article) this instrument as it may be amended from time to time, together with any Supplemental Declarations.

Section 11. "DECLARANT" or "DEVELOPER" shall mean and refer to SOUTHPOINTE II ASSOCIATES, its successors and assigns.

Section 12. "DWELLING UNITS" or "UNIT" shall mean and refer to a constructed townhouse residence which is designed and intended for the use and occupancy as a single family residence.

Section 13. "FAMILY" shall mean: (a) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (b) a group of not more than six (6) persons not so related who maintain a common household in a residence.

Section 14. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon the Property which may, without limitation, include buildings, walkways, sprinkler pipes, gatehouses, roads, driveways, fences, retaining walls, stairs, landscaping, hedges, plantings, poles, and signs.

Section 15. "INITIAL DECLARATION" shall mean this Declaration as initially recorded in the Public Records of Broward County, Florida.

Section 16. "INSTITUTIONAL MORTGAGE" shall mean a first mortgage upon a Dwelling Unit held by an institutional mortgagee.

Section 17. "INSTITUTIONAL MORTGAGEE" shall mean any bank, savings and loan association, insurance company, mortgage company, real estate investment trust, agency of the United States government, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and FHA/VA insured lender, or a lender generally recognized in the community as an institutional lender if it holds a mortgage on one or more lots, as well as the Declarant, and any assignee of the loan made by one of the foregoing to finance the purchase of a Dwelling Unit.

Section 18. "LIMITED COMMON PROPERTIES" shall mean any portions of the real Property described in Exhibit "A" hereto that are declared by this Declaration (including any supplemental declaration) to be for the use of fewer than all of the owners.

Section 19. "LOT" and "BLOCK" shall mean and refer to any lot or block of land so designated upon the plat or site plan of the Property or any resubdivision thereof, together with the improvements thereon, and any portion of the Property that is declared to be a lot or block by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a supplemental Declaration. The term "Lot" may be used interchangeably with the term "Unit" hereinabove defined.

Section 20. "MANAGEMENT COMPANY" shall mean the person, firm, or corporation which may be appointed by the Association hereunder as its agent and delegated certain duties, powers, or functions of the Association.

Section 21. "MEMBERS" shall mean and refer to all of those Owners who are members of the Association, as provided herein.

Section 22. "NOTICE" and "HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board of Directors, at which the owner concerned shall have an opportunity to be heard in person or by counsel at owner's expense, in the manner further provided in the By-Laws.

Section 23. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Property, excluding those having such interest as security for the performance of an obligation. For purposes of Article III only, unless the context otherwise requires, owner shall also include the family, invitees, guests, licensees, and lessees of any owner, and any other permitted occupants of a Dwelling Unit.

Section 24. "PROPERTY" shall mean and refer to that certain real Property heretofore described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration(s).

Section 25. "SUPPLEMENTAL DECLARATION" shall mean any instrument recorded by Declarant in the Public Records of Broward County, Florida, for the purpose of supplementing or amending this Declaration, for the purpose of declaring certain properties to be Common Properties or limited Common Properties, for the purpose of withdrawing properties from the Properties, or for the purpose of adding or withdrawing lots.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. PROPERTY: The real property which is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration is located in Broward County, Florida, and is more particularly described in Exhibit A hereof and shown on the Site Plan.

As and when the initial development shall be expanded, Developer, in Declarant's sole discretion may (but shall not be required to) from time to time add all or any part of the land described in Exhibit B to the Properties, thereby subjecting such land to the provisions of this Declaration, by recording any amendment to this Declaration describing the land to be added, by recording the Site Plan (or amendments thereto) showing the land to be added, or by any other means which will have the effect of subjecting said land to the provisions of this Declaration.

Section 2. DEVELOPMENT OF SOUTHPOINTE II -CONVEYANCE OF COMMON AREAS TO ASSOCIATION. The Property encompassed in the Site Plan of SOUTHPOINTE II and described in Exhibit A of this Declaration is planned as a residential community of not more than one hundred nine (109) single family townhouse Units to be constructed in three (3) separate phases. The Property being initially declared hereunder consists solely of Phase I, with the right, but not the obligation of the Declarant to subsequently declare Phase II and/or Phase III described in Exhibit "B" by Supplemental Declaration as aforesaid.

The Declarant may convey the Common Areas to the Association in either improved or unimproved condition and the Association must accept such Property when conveyed.

The Declarant may retain legal title to the Common Areas or portions thereof until such time as it has completed construction of all Units and other improvements on all of the Properties, but in no event later than seven (7) years following the closing of the first Unit to an Owner other than the Declarant.

The Association shall not accept conveyance of real property, either improved or unimproved, from any third party without the prior written consent of Developer, so long as Developer owns any of the land described in Exhibit A hereof.

In making any conveyance of real property to the Association, the Declarant at its option may retain, reserve and grant perpetual non-exclusive easements, rights of way and other rights as it shall deem necessary or desirable including, but not limited to, easements of ingress and egress over the private roads

to and from the public highways and for the use, installation, maintenance, repair and replacement of utility lines, pipes, conduits, and appurtenances, roadways, drainage facilities, and recreational areas and facilities including, without limitation, any swimming pools, clubhouse, tennis courts, and other recreation facilities for the benefit of all existing or future owners of all or any part of the real property described in Exhibit A hereof.

Neither this Declaration nor the Site Plan shall bind the Association, the Developer or the owner of any real property described herein to make the proposed additions or to adhere to the Site Plan in connection with the development of the land described in Exhibit A hereof; and nothing in this Declaration shall bind the Association, the Developer or the owner of such real property to complete the construction of any improvements not actually constructed and completed; nor shall this Declaration nor any supplement hereto give or grant any right, title or lien, legal or equitable, to the Association or the Members thereof in any piece or parcel of real property situated within the land described in Exhibit A of this Declaration, other than the real property actually conveyed to the Association.

Construction and development of the portions of Southpointe II which have not been declared as the Property (together with lots and/or common properties thereon) is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon Declarant to construct such balance of Southpointe II (except for the Property, lots, common properties and improvements thereon in accordance with its duties but subject to its reservations as described in this initial Declaration) or, if constructed, to construct the same in accordance with the contemplated plan for development. In fact, unless Declarant declares by Supplemental Declaration the balance of Southpointe II (other than the Property as defined by this initial Declaration to be additional lands added to the Property, any improvements which may be construed thereon may be used in any fashion which Declarant in its sole discretion desires.

Declarant expressly reserves the rights, as to the balance of Southpointe II (other than the Property as defined by this Initial Declaration, together with lots, common properties and improvements thereon) to: (i) commence construction and development of such other phases if and when Declarant so desire; (ii) develop any phase before any other phase or develop phases simultaneously; (iii) withhold construction of any phase or of any improvements upon such balance of Southpointe II land or if any portion thereof; (iv) sever one or more phases of development into two or more phases; (v) develop the balance of Southpointe II upon such time table as it in its sole discretion chooses; and (vi) modify the plan for development of the balance of Southpointe II in such manner as it in its sole discretion chooses. Nothing contained herein shall be construed as obligating Declarant to construct any future phases or to construct such phases according to the present plan of development. In no event, however, shall more than one hundred nine (109) residential Units be construed in Southpointe II.

ARTICLE III

OWNER'S PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every owner, tenant, agent, or invitee of such owner, shall have a permanent and perpetual, non-exclusive, common right of easement of ingress and egress over, enjoyment in, and use of Common Properties, which right and easement shall be appurtenant to, and shall pass with, title to the respective Dwelling Unit, in common with all other owners, their tenants, agents, invitees. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number and nature of guests and invitees of owners or of an owner's lessees using the Common Properties.

B. The right and duty of the Association to levy assessments against each Dwelling Unit for the purpose of maintaining the Common Properties and facilities in compliance with the provisions of this Declaration and the restrictions on the plats on portions of the Property from time to time recorded by the Declarant.

C. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties.

D. The right of the Association to establish uniform rules and regulations pertaining to the portions of each lot visible from any portion of the Common Properties for the purposes of enhancing the aesthetic uniformity of the properties.

E. The right of the Declarant so long as it owns any Units and thereafter the Association, to permit the Owners of Units in the adjoining complex known as Southpointe I and their families, to utilize all or a portion of the recreational facilities now or hereafter constructed on Southpointe II, including but not limited to the pool and/or service building facilities, and to exact reasonable admission and other fees from such Owners of Units in Southpointe I. Nothing herein shall obligate or require either the Declarant or the Association to permit such use of said facilities by the Owners of Units in Southpointe I, nor shall this be deemed to vest any rights whatsoever in such Owners.

F. The right of the Association to suspend the voting rights and right to use the Common Properties and facilities by an owner for any period during which any assessment against his Dwelling Unit remains unpaid; and for a period of not more than sixty (60) days from any infraction of its lawfully adopted and published rules and regulations.

G. The right of the Association in accordance with its Articles, By-Laws, and this Declaration, with the vote or written assent of two-thirds of each class of member, to borrow money for the purpose of improving the Common Properties and facilities, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the owners.

H. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the owners. No such dedication, release, alienation, or transfer shall be effective, unless members entitled to cast two-thirds of the voting power of the Class A Members, and the Class B Members, if any, agree to such dedication, release, alienation or transfer.

I. The right of the Declarant and Declarant's officers, directors, partners, employees, agents, licensees, and invitees, to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, ingress, egress, construction, and exhibit purposes.

J. The right of the Association, by action of the Board of Directors, to reconstruct, replace, or refinish any improvement or portion thereof upon the Common Properties, in accordance with the original design, finish, or standard of construction of such improvements, or of the general improvements within the Common Properties, as the case may be.

K. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Properties.

L. The right, however not the duty of the Association, by action of the Board of Directors to seek the vacation of publicly dedicated streets upon the Properties.

M. The easements provided elsewhere in this Article and in Article XIII hereof.

Section 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties to the members of his family, or to the tenants who reside in his Dwelling Unit, subject to all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board of Directors.

Section 3. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future owners, its invitees, and Institutional Mortgagees of the Properties (or portions thereof), and to the Association that all of the foregoing shall have a non-exclusive easement appurtenant to vehicular traffic over all streets dedicated to the public use (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same) and any private streets or driveways within or upon the Properties.

Section 4. PARKING RIGHTS. The Association may maintain upon the Common Areas of the Association parking spaces for Owners, Occupants, visitors and guests. The use of such parking spaces by Owners, Occupants, visitors and guests shall be subject to duly adopted Rules and Regulations of the Association. The Declarant shall assign to each Unit Owner at least one (1) parking space as close to and as convenient to said Unit as is feasible and practicable as determined by Declarant in Declarant's sole discretion.

Section 5. EASEMENT FOR PUBLIC SERVICE USE. In addition to the foregoing easements over the Properties, there shall be, and Declarant hereby reserves and covenants for itself and all future owners, easements for cable T.V., municipal and private utility companies, and other governmental public services, including, but not limited to, the right of the police, fire, health, sanitation, and other public service personnel to enter upon (with or without vehicles) any part of the Common Properties and the Property itself for the purpose of carrying out their duties and the right of all utility companies to install and maintain their equipment and facilities.

Section 6. ACCESS EASEMENT. Declarant hereby reserves perpetual, non-exclusive easements of ingress and egress over and across any and all streets dedicated to the public use (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same) and any private streets and driveways within or upon the Property and all other portions of the Property which are necessary or convenient for enabling Declarant to carry on the work referred to in this Declaration, which easements shall be for the use of the Declarant, Declarant's employees or agents, Declarant's successors and assigns, owners, and the respective lessees, employess, agents, invitees, and licensees of Declarant and owners.

Section 7. WAIVER OF USE. No owner may exempt himself from personal liability for assessments duly levied by the Association. No owner may release the Dwelling Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Property and the facilities thereon or by abandonment of his Dwelling Unit.

Section 8. TITLE TO THE COMMON PROPERTIES. The Common Properties are hereby dedicated to the joint and several use in common of the owners of all lots that may, from time to time, constitute part of the Property. When title to all lots which are or may become subject to the provisions hereof (together with Dwelling Units thereon) located upon the Property have been conveyed to non-declarant purchasers, or seven (7) years following the closing of the first Unit, whichever first occurs, or sooner, at Declarant's option exercisable from time to time, as to any portions of the Common Properties, the Declarant or its successors and assigns shall convey and transfer to the Association, the record fee simple title to the Common Properties free and clear of any liens and the Association shall accept such conveyance holding title for the owners as aforesaid. Such conveyance shall be subject to any real estate taxes and assessments for the year in which the Common Properties are transferred; any covenants, conditions, restrictions, reservations, limitations, then of record; and any zoning ordinances then applicable.

The Association shall accept this conveyance of the Common Properties and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way the Declarant's rights and easements set forth elsewhere in this Declaration.

Commencing upon the date these covenants are recorded, the Association shall be responsible for the maintenance of the Common Properties in a continuous and satisfactory manner without cost to the general taxpayers of Broward County, State of Florida. The Association shall be responsible for the payment of all real estate taxes against the Common Properties including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Such taxes shall be prorated between Declarant and the Association as of the date of such recordation.

The owners of Dwelling Units shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Common Properties or any other property required to be maintained by the Association.

Subject to the foregoing, the Declarant may mortgage any part or all of the Common Properties to finance construction and development expenses provided that the Mortgagee recognizes the rights of owners under this Declaration and neither the Association nor any owner is personally liable for paying the mortgage. In such event, owners of lots upon the Properties shall not be required to join in or be entitled to consent to such mortgage.

ARTICLE IV **MEMBERSHIP IN ASSOCIATION**

Section 1. MEMBERSHIP. Every owner of a Dwelling Unit and the Declarant shall be a member of the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the owner, and every membership of an owner in the Association shall be appurtenant to, and may not be separated from, the fee ownership of his lot. Ownership of such lots shall be the sole qualification for membership of an owner in the Association. Any person or entity who holds an interest in a lot merely as security for the performance of an obligation shall not be a member of such Association.

ARTICLE V **VOTING RIGHTS**

Section 1. CLASSES OF VOTING MEMBERSHIP. The Association shall have two classes of voting members as follows:

Class A: Class A members shall be all owners with the exception of the Declarant for so long as there exists a Class B membership. Class A members shall be entitled to one vote for each Dwelling Unit in which they hold the interest required for membership in the Association. When more than one person holds such interest or interests in any Dwelling Unit, all such persons shall be members and the vote for such unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such unit. Class A members' vote shall be subject to payment of assessments as provided above in Article II.

Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to one (1) vote plus two (2) votes for each vote which the Class A members as a whole are entitled to cast from time to time. The Class B member shall be entitled to elect a majority of the Board of Directors of the Association provided that the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following:

A. Seven (7) years following the closing of the first Dwelling Unit;

B. All of the Dwelling Units have been closed upon and conveyed to purchasers thereof; or

C. Thirty days after Declarant elects to terminate the Class B membership; whereupon the Class A members shall assume control of the Association and elect the Board of Directors.

ARTICLE VI

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

A. Maintain, repair, and otherwise manage the Common Properties and all facilities, improvements and landscaping thereon in accordance with the provisions of this Declaration;

B. Obtain, for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electric services, and may provide for all refuse collection and cable or master television service (if any) if necessary;

C. Grant easements, rights of way or strips of land, where necessary, for utilities, sewer facilities, cable T.V. and other services over the Common Properties to serve the Common Properties and other portions of the Property;

D. Maintain such policy or policies of liability, fire, and casualty insurance with respect to the Common Properties and personal property, if any, located thereon or used in connection therewith and owned by the Association or the Declarant as provided herein for furthering the purposes of and protecting the interest of the Association and members as directed by this Declaration and the By-laws and/or Articles of the Association;

E. Employ staff or contract with a management company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and to delegate its powers to committees, officers, and employees;

F. Install and maintain such security devices, detectors, and communication facilities, and employ or contract for employment of security services, guards, and watchmen for the Common Properties as the Board of Directors deems necessary or appropriate;

G. Promulgate, amend, or alter rules and regulations governing the use of the Common Properties;

H. Seek (as a matter of right, but not as a duty) the vacation of publicly dedicated streets upon the Property; maintain in good condition any water courses or lakes upon the Property; and

I. Pay all taxes and assessments levied against the Common Properties prior to delinquency.

J. Take such other action which the Board of Directors shall deem advisable with respect to the Property as may be permitted hereunder or under the law.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant for each lot owned within the Property hereby covenants and each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in said Deed is deemed to covenant and agrees to pay to the Association, common assessments for common expenses, capital improvement assessments, special assessments, and reconstruction assessments, to be established and collected as hereinafter provided. Such assessments, together with interest, penalties, cost and reasonable attorneys' fees, shall be a charge on the lot and the Dwelling Unit located thereon (and any other improvements thereon) and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, penalties, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successor-in-title and shall be the personal obligation of the parties. If the owner consists of more than one person or entity, each such person or entity shall be jointly and severally liable for the aforementioned obligations.

The Board of Directors shall deposit all monies collected as assessments in one or more accounts as it shall elect. Maintenance funds collected by common assessments may, in the Board's discretion, include monies for a Common Properties Reserve Fund for the replacement, repair, painting, resurfacing, and other maintenance of the Common Property to the extent necessary under the provisions of this Declaration. The Board of Directors shall not commingle any amount deposited for such purposes with other funds received by it.

Section 2. PURPOSE OF COMMON ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Properties. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the owners and to reimburse Declarant for start-up expenses advanced by the Declarant. However, disbursements from the Common Properties Reserve Fund shall be made by the Board of Directors only for the specific purpose as specified in this Article except as noted above. Disbursements of funds other than funds held for property reserves shall be made by the Board of Directors for such purposes as are necessary for the discharge of the responsibilities herein for the common benefit of all of the owners. Payment of taxes on the Common Properties shall be a purpose of the association and shall be paid by the Association.

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Section 3. UNIFORM RATE OF ASSESSMENTS. Common assessments for common expenses, capital improvement assessments, special assessments, and reconstruction assessments, all must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Notwithstanding the foregoing, maintenance, repairs, or replacements within the Common Properties arising out of or caused by the willful or negligent act of an owner, his family, guest, invitees, or lessess shall be effected at said owner's expense or a special assessment therefore shall be made against his lot together with all improvements thereon (unless proceeds of insurance are collected with respect thereto).

Section 4. CAPITAL IMPROVEMENT AND RECONSTRUCTION ASSESSMENTS. In addition to the common assessments authorized above, the Board of Directors may levy, in any assessment year, a capital improvement assessment or reconstruction assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement or other such addition upon the Common Properties, including fixtures and personal property related thereto; provided that any such reconstruction assessment in excess of \$25,000.00, or capital improvement assessment in excess of \$10,000.00, shall require the vote or written assent of a majority of the members who are subject to such assessments. No action authorized in this section shall be taken without the prior written consent of Declarant as long as Declarant owns any portion of the Property.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty days, nor more than sixty days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same notice requirements. No such subsequent meeting shall be held more than sixty days following the preceeding meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL COMMON ASSESSMENTS. The annual assessments provided herein shall commence at such times as the Declarant, its successors and assigns, delivers the Deed to the owner or shall commence as to any given lot ninety days following the issuance of a Certificate of Occupancy for the Unit constructed on said lot, whichever shall first occur. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall affix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment. The Board of Directors shall have the right to increase or decrease the amount of such annual common assessment at any time during such period if it, in the exercise of its judgment, deems such increase or decrease to be necessary or appropriate. In such event, written notice of any change in the amount of the annual common assessment shall be sent to every owner at least thirty days prior to the effective date of such change. At least thirty days before the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the members of the Association a written, itemized estimated operating budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration. The assessments shall be based upon an estimated budget that includes reasonable reserves for deferred maintenance of improvements the Association is responsible hereunder for maintaining and may (but need not) include reserves or other contingencies. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement for each fiscal year, and shall cause to be distributed a copy of each such statement to each member and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. EXEMPT PROPERTY. Common expenses shall be assessed only against Dwelling Units which are subject to assessment under the provisions hereof, and all other portions of the Property shall be exempt therefrom including, but not limited to, any and all lots or other portions of the Property which may from time to time be withdrawn from the provisions of this Declaration by the Declarant.

Section 8. SPECIAL ASSESSMENTS. Special (non-periodic) assessments may at any time be levied by the Board of Directors upon all owners subject to periodic assessments to make up actual deficits or anticipated deficits in operating and maintenance accounts resulting from inadequate periodic assessments and may be levied against any owner individually to collect a liability of that owner to the Association that is not common to all of the other owners.

Section 9. DECLARANT EXEMPTION. Notwithstanding anything herein to the contrary, the Declarant shall not be liable for any assessments as long as the Declarant pays all deficits in operation of the Association above the assessments received from other owners. In calculating such deficit, only actual current expenses (other than capital expenses and reserves) shall be computed. The Declarant may at any time and from time to time be relieved of all obligations to fund deficits by electing, for any assessment periods, to pay assessments imposed upon lots for which it is the owner pursuant to the formula set forth above (except that, in any case, no assessments need be paid by the Declarant for any lot it owns until a Certificate of Occupancy is issued therefor with respect to the improvements constructed thereon).

Section 10. REMEDIES FOR NON-PAYMENT. Any assessment that is unpaid for more than ten days after the date it is due shall bear interest at the highest rate permitted by law from the date it is due until the date it is paid. The Association may bring an action in its name to foreclose any lien on a lot upon which a Dwelling Unit is located in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or special assessments with interest thereon (plus the cost and expense mentioned in Section 1 of this Article) without waiving any claim of lien, provided that in either case the Association must give the delinquent owner at least thirty days written notice of its intentions and, in the case of a foreclosure, must file a Claim of Lien in the Public Records of Broward County, Florida. Upon the time of curing of any default (including the payment of fees and costs secured by the Association's lien) for which a Claim of Lien was filed, the owner curing the default is entitled to have a Satisfaction of Lien recorded among the Public Records of Broward County, Florida.

Reasonable attorney's fees incurred by the Association or its agent incident to the collection of an unpaid assessment for the enforcement of any lien provided for by Section 1 of this Article, together with all sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens and encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the owner liable for the assessment and be secured by the Association's lien. Attorney's fees shall include attorneys' fees and costs of preparing and filing a Claim of Lien and the Complaint in such action or a Complaint for money judgment as well as fees in connection with any review of a judicial or administrative proceeding by an appeal or otherwise.

No person or entity that acquired title to a lot or Dwelling Unit as a result of a foreclosure of an institutional mortgage or any bona fide first mortgage of record who accepts a

Deed to a lot in lieu of foreclosing an institutional mortgage of record shall be liable for the share of periodic or special assessments pertaining to that lot or Dwelling Unit chargeable to the former owner thereof which became due prior to its acquisition of title, unless such share is secured by a Claim of Lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such share of assessments for which the new owner is not liable shall be collectible by periodic or special assessments from all of the owners, including the new owner of the lot in question. Except as expressly provided hereinabove, every Grantee in a voluntary conveyance of a lot or Dwelling Unit shall be jointly and severally liable for all unpaid periodic or special assessments against the Grantor for his share of the assessments up to the time of the conveyance. Notwithstanding anything contained herein to the contrary, each and every owner, including purchasers at a judicial sale, shall be liable for all periodic or special assessments coming due while he is the owner of a lot or Dwelling Unit regardless of how his title was acquired.

The remedies provided in this section shall be cumulative and not mutually exclusive.

Section 11. ASSOCIATION'S CERTIFICATE. Each owner of a lot or Dwelling Unit and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the owner with respect to his lot upon payment to the Association of a reasonable fee not exceeding \$15.00. Any person other than the owner of the lot in question who relies upon such a certificate shall be protected thereby.

Section 12. SUBORDINATION. The lien on each lot provided for in this Article shall be subordinate to the lien of any first or second mortgage on that lot made in good faith and for value and recorded before a Claim of Lien is filed under this Article with respect to that lot.

ARTICLE VIII **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. MEMBERS OF THE COMMITTEE. The architectural committee sometimes referred to in this Declaration as the "Committee", shall consist of three members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all lots and Dwelling Units upon the Property have been conveyed or at such earlier time as the Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee, other than those designated by the Declarant, may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Committee other than those designated by the Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION. Subject to Section 8 of this Article, no buildings, fences, gutters or rain spouts, antennas, walls, aerials, microwaves, external enclosures (including patio fencing covers), landscaping, or other improvements shall be commenced, painted, erected, installed, planted, or maintained on the Property, nor shall any canopy, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Dwelling Unit or building by any owner other than Declarant until and unless the plans and specifications showing the nature, dimensions, materials and location of the same have been submitted

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to and approved in writing by the Architectural Committee. The Committee shall approve proposals of plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans and specifications. If the proposed construction, alterations, or additions are to a portion of the improvements which the Association is obligated to maintain, said approval may also be subject to approval by the Board of Directors. The Committee may condition its approval of proposals in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such requests.

The Committee shall have thirty days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty day period, such plans shall be deemed approved. Notwithstanding any provision in this Article to the contrary, the approval of the Architectural Committee shall not be required for any additions, changes, or alterations within any Dwelling Units if such additions, changes or alterations are not visible from outside such Dwelling Units. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, rules and regulations. No construction, reconstruction, addition, or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee.

Section 3. MEETINGS OF THE COMMITTEE. 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 its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two members of the Committee shall constitute an act of the Committee.

Section 4. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee to any proposals of plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal subsequently or additionally submitted for approval or consent.

Section 5. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within sixty days thereafter the Committee or its duly authorized representative may inspect such improvement. If the Committee finds such work was not done in substantial compliance with the approved plans it shall notify the submitting party in writing of such non-compliance within such sixty day period, specifying the particulars of non-compliance, and shall require the submitting party to remedy such non-compliance.

C. If upon the expiration of thirty days from the date of such notification, the submitting party shall have failed to remedy such non-compliance, the Committee shall notify the

Board of Directors in writing of such failure. Upon notice of hearing, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the submitting party shall remedy or remove the same within a period of not more than forty-five days from the date of announcement of the Board of Director's ruling. If the submitting party does not comply with the Board of Director's ruling within such period, the Board, at its option, may either remove the improvement or remedy the non-compliance, and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the submitting party to the Association, the Board of Directors shall levy a special assessment against such submitting party for reimbursement.

D. If for any reason the Committee fails to notify the submitting party of any non-compliance within sixty days after receipt of said written notice of completion from the submitting party, the improvement and/or alteration shall be deemed to be in accordance with said approved plans.

Section 7. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized committee representative, shall be liable to the Association or to 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 hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. VARIANCE. The Committee may authorize variances from compliance from any of the architectural provisions of this Declaration or any supplemental declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any supplemental declaration shall be deemed to have occurred with respect to the manner for which the variance was granted.

ARTICLE IX MAINTENANCE REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all improvements thereon, including any recreational facilities, commonly metered utilities, and any and all utility facilities and buildings on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening and properly maintain and periodically replace, when necessary, the trees, plants, grass and other vegetation which are on the Common Properties. The Association may further maintain, reconstruct, replace, and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

If reasonably feasible, the Association shall arrange and contract for the collection of trash from the Dwelling Units.

Section 2. BY THE OWNERS. Each owner shall be responsible for keeping the interior and exterior of his Dwelling Unit in a clean, safe, and orderly condition and in good repair.

If a Dwelling Unit is damaged by fire or other casualty, its owner shall properly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Dwelling Units unless otherwise authorized by the Board of Directors and shall be otherwise subject to all provisions of Article VIII hereof.

Each owner shall keep his Dwelling Unit insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board of Directors' request.

If an owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to enjoin compliance with them. Further, if the failure relates to the owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending owner a special assessment equal to the cost of premiums.

Section 3. DAMAGE TO BUILDINGS. Any Dwelling Unit which has suffered damage may apply through the owners thereof for approval to the Architectural Committee for reconstruction, rebuilding, or repair of the improvements therein. The Architectural Committee shall grant such approval only if upon completion of the work the exterior appearance will be substantially like that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

The owner or owners of any damaged building, the Association, and the Architectural Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three months after the damage occurred and complete reconstruction within one year after the damage occurs, unless prevented by causes beyond his or its reasonable control.

The Declarant shall be exempt from the provisions of this Section 3.

ARTICLE X RULES AND REGULATIONS

All of the Properties shall be held, used, and enjoyed subject to the following limitations, restrictions, and any and all further rules and regulations which may, from time to time, be adopted by the Association;

Section 1. ENFORCEMENT. Failure of an owner to comply with such rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall also have the right to suspend voting rights and use of the Common Properties.

In addition to all other remedies and in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, or employees to comply with any rule or regulation provided the following procedures are adhered to:

A. Notice. The Association shall notify the owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the owner shall present reasons why fines should not be imposed.

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

C. A fine shall be paid not later than thirty days after notice of the imposition for assessment of the penalties.

D. A fine shall be treated as an assessment subject to the provisions of the collection of assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board of Directors, subject always to the provisions of this Declaration.

E. Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. However, any penalty paid by the offending owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

Section 2. NUISANCES. No noxious or offensive activity shall be carried on in or about any buildings or other improvements, Dwelling Units, lots, Common Properties, or on any portion of the Property, nor shall anything be done which may be or become an unreasonable annoyance or a nuisance to any owner. No use or practice shall be allowed in or around the Property which is a source of annoyance to owners or occupants of the Dwelling Units or which interferes with the peaceful possession or proper use of the Dwelling Units or the surrounding common areas. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, bells, whistles, or other sound devices other than security devices used exclusively for security purposes, large power equipment, noisy or smokey vehicles, or any items which may unreasonably interfere with television or radio reception of any owner shall be located, used or placed on any portion of the Property, or exposed to the view of other owners without the prior written approval of the Board of Directors.

Section 3. SIGNS. No sign, display, poster, or other advertising device of any kind may be displayed in public view of any portion of any building or other improvement in the Property, without the prior written consent of the Board of Directors. Signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period and other reasonable signs authorized by Declarant shall be exempt from this section.

Section 4. PARKING RIGHTS. No boats, trailers, campers, any commercial type vehicle, or junk cars shall be allowed to be parked in any parking space or on the Property, whether on the owner's lot or the Common Properties, unless prior written approval of the Board of Directors is first obtained. No owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer or other vehicle upon any portion of the Properties, including on the owner's lot itself.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services, nor to the parking of commercial automobiles which the owner thereof also uses for family transportation and for boats and trailers parked within a garage.

Section 5. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall not be permitted to run free, and must be walked on a leash and only in designated areas.

Section 6. REFUSE RESTRICTION. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the lots and/or Common Properties, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, offensive, or detrimental to owners or to any other Property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such way as to be visible from the Common Properties and no lumber, grass, tree clippings, metals, scrap, refuse, or trash shall be stored or allowed to accumulate on any of the portion of the Properties except within an enclosed structure appropriately screened from view except when accumulated during construction by Declarant or except when accumulated by the Association for imminent pick-up and discard.

Section 7. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or improvement shall be placed upon any portion of the Properties, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked upon the Common Properties.

Section 8. IMPROPER USES. No improper, offensive, unlawful, or hazardous use shall be made of any Dwelling Unit and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of same shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Dwelling Unit as elsewhere herein set forth.

Section 9. LEASES. No portion of a Dwelling Unit (other than an entire Dwelling Unit) may be rented. All leases shall be forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation, and the By-Laws of the Association, of applicable rules and regulations, or of any other agreement, document, or instrument governing the lots or Dwelling Units. The leasing of Units shall also be subject to the prior written approval of the Association, in accordance with the terms and provisions of this Declaration. The owner of a leased unit shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to Property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lien was entered into.

Section 10. INSURANCE RATES. Nothing shall be done or kept in the properties or improvements thereon which will increase the rate of insurance on any property and insured by the Association without the approval of the Board of Directors; nor shall anything be done or kept in the properties or improvements thereon which would result in the cancellation of insurance on any property insured by the Association.

Section 11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 12. TRADE OR BUSINESS. Except as expressly permitted herein or by Rules adopted by the Association, no industry, business, trade or profession of any kind shall be conducted, maintained or permitted on the Properties; provided, however, an Occupant may use a portion of his Unit for his office or studio, provided the Board of Directors of the Association shall not determine that the activities therein interfere with the quiet enjoyment or comfort of other Occupants or that such use results in the Unit's becoming principally an office, school or studio as distinguished from a dwelling.

Section 13. REPAIR OF UNITS. Unit Owner shall make all necessary repairs and replacements to the outside of their Unit and shall maintain the outside of their Unit in good condition and repair, clean, in accordance with all applicable laws, statutes and ordinances of public authority, and in accordance with any Rules of the Developer or the Association. Unit Owners shall maintain any green, yard or exterior areas forming part of their Lot in good condition and repair and in a clean and attractive condition.

Section 14. WINDOW COVERS. No Unit Owner or Occupant may cover the inside or outside of any Unit window with any paper, aluminum foil or other non-permanent window treatment. Only blinds, drapes, or other decorator window treatments are permitted.

Section 15. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Dwelling Units and improvements upon the Property and may undertake the work of constructing other Dwelling Units upon adjacent or nearby lands. The completion of that work and the sale, rental and other disposal of Dwelling Units is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither owners, the Association, nor the Architectural Committee shall do anything to interfere with Declarant's activities.

In general, the restrictions and limitations set forth in this Article shall not apply to the Declarant or to Dwelling Units owned by the Declarant nor to Institutional Mortgagees or units owned by Institutional Mortgagees. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Section 1. Damage to or destruction of all or any portion of the Common Properties shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damage or destroyed Common Properties, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as they previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by \$25,000.00 or less, then the Association shall cause the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a reconstruction assessment proportionally against each of the owners in accordance with the provision of Article VII, Section 4, herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Common Properties exceeds said proceeds by over \$25,000.00, then by written consent or vote of a majority of the owners, they shall determine whether to rebuild and restore in substantially the same manner as the improvements existed prior to the damage or destruction and to raise the necessary funds by levying equal construction assessments against all Dwelling Units; to rebuild and restore in a manner less expensive in replacing these improvements; or subject to the approval of the committee to not rebuild and to retain available insurance proceeds. Notwithstanding anything contained herein to the contrary, no decision not to rebuild or to rebuild in a manner which would result in a change in the improvements shall be effective without the prior written approval of Declarant as long as Declarant owns all or any portion of the Property.

D. Each owner shall be liable to the Association for any damage to the Common Properties not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said owner or of his family, lessor, invitees, and guests, both minors and adults. Notwithstanding the foregoing, the Association reserves the right to charge a special assessment equal to the increase, if any, of the insurance premium directly attributable to the damage caused by such owner.

ARTICLE XII **INSURANCE**

Section 1. COMMON PROPERTIES. The Association shall keep all improvements and fixtures located upon the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement cost thereof. The Association may also insure any other property whether real or personal owned by the Association against loss or damage by fire and other hazards, with the Association as the owner and beneficiary of such insurance. Premiums for all insurance carried by the Association are common expenses to be included in the common assessments made by the Association.

Section 2. REPLACEMENT OR REPAIR OF PROPERTY. In the event of damage or destruction of any part of the Common Properties, the provisions of Article XI of this Declaration shall apply.

Section 3. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board of Directors, the owners, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of, any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

Section 4. LIABILITY AND OTHER INSURANCE. The Association shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with respect to properties under its jurisdiction. The Association may also obtain workmen's compensation insurance and other liability insurance as it may deem desirable. The premiums for such insurance shall be common expenses included in the common assessments made against the Dwelling Unit owners.

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ARTICLE XIII
ENCROACHMENTS AND EASEMENTS

Section 1. ENCROACHMENTS. If any portion of the Common Properties encroaches upon any other portion of the properties or any portion of the properties encroaches upon the Common Properties, a valid easement shall exist for such encroachment and for the maintenance of same so long as the structure causing said encroachment shall stand.

Section 2. SUPPORT EASEMENTS. Cross easements for support and use of any common structural elements in favor of the Developer, Association, and the Owners of Units which utilize common structural elements are hereby created for so long as the building or structure stands including the continued use, benefit, enjoyment, support and service, and the right of maintenance, repair, replacement and access to said common structural elements.

Section 3. PUBLIC UTILITY LINES, CABLES, AND OTHER CONDUITS. Each portion of the Properties shall have an easement in common with all other parts thereof to share, use, maintain, repair, relocate and replace all pipes, wires, ducts, cables, conduits, public utility lines, and similar or related facilities located in or on the Properties and serving such portion thereof. Each portion of the Property shall be subject to an easement in favor of all other portions thereof.

Section 4. DECLARANT'S RESERVATION. The Declarant and Declarant's agents, employees, licensees, invitees, and guests shall have blanket easements, licenses, rights and privileges of a right-of-way in, through, over, under, and across the Common Properties and Properties owned by Declarant for the purpose of completing construction, leasing and sale of Dwelling Units and facilities upon the Properties. Towards this end, Declarant reserves the right to grant and reserve easements and rights-of-way in, through, under, over, and across the Common Properties owned by Declarant for the installation, maintenance, and inspection of lines and appurtenances to public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work.

ARTICLE XIV
PARTY WALLS

Section 1. USE. Every person who shall accept or receive any instrument of conveyance of a Unit, and every Member, by acceptance of title to his or her Unit, shall be deemed to have accepted the party wall covenants set forth in this Article XIV.

Each wall which is built as a part of the original construction of the Units and forming a common wall or boundary between two (2) Units shall constitute a party wall, and to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

The parties owning the Units divided by the Party Wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original materials forming said wall.

Section 2. MODIFICATION OF PARTY WALL. Neither party, nor his heirs, assigns or successors in title, may extend or increase the height of the party wall except upon the written approval of the other party, his heirs, assigns or successors, and the written

approval of the Owner and holder of any mortgage on the Unit of such other party, his heirs, assigns or successors. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundations of the buildings.

In the event of such extension or increase or the height of the wall, the other party, his heirs, assigns or successors in title, shall have the right to use the extended or heightened part of the wall by paying to the constructing party one-half of the costs of such part of the wall, as he shall use.

Any extension or increased height of the Wall shall be a party wall, become part of the existing wall and be subject to the terms hereof.

Section 3. DAMAGE. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of either party thereto, the parties shall, at their own expense, repair or rebuild said wall and each party, his successors and assigns, shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either party's negligence or willful misconduct caused damage or destruction of said wall, such negligent or willfully mischievous party shall bear the entire cost of repair or reconstruction. If either party shall refuse to pay his share, or all of such cost in the case of negligence or willful misconduct, the other party may have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs. If either or both parties shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at this option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the parties.

All repairs or rebuilding shall be in accordance with the plans and/or specifications of a registered architect and/or engineer and in conformity with the applicable building codes.

Section 4. NON-USE. If either party shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall become the property of the other party who shall have an easement upon the land under the wall so long as the wall shall be used by him.

Section 5. ACCESS. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner, and consent is hereby given to enter an adjacent property to effect necessary repairs and reconstruction.

Each party and his heirs, assigns and successors, is hereby licensed by the other to enter upon the other's Unit or Lot to make repairs or rebuild the wall as provided hereby.

Section 6. OTHER USE. Each party, his heirs, assigns and successors, shall have the full right to use the party wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of or endanger the wall, foundation or other portion of the building or the premises of the other party, and shall not impair or endanger the party wall benefits and support to which the adjoining building is entitled. All further use shall be subject to the terms of this Article.

Section 7. APPLICATION. This Article shall be deemed to apply to any existing party wall, all extensions thereof and all replacement walls.

ARTICLE XV
WORKING CAPITAL FUND

At the time the Declarant sells and closes each lot to each purchaser, such purchaser shall deposit a sum to be determined by Declarant not to exceed two times such purchaser's monthly Association maintenance expense into a working capital fund. The purpose of this fund shall be for initial maintenance, reserve, emergency needs, initial items, non-recurring items, capital expenses, permits, licenses, utility deposits, and advance insurance premiums pursuant to this Declaration and the exhibits attached hereto. All of the foregoing expenses or items may be paid from the working capital fund. If the Declarant has paid any of the foregoing expenses or items, then any such expense for an item shall be paid to or reimbursed to the Declarant from the working capital fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE XVI
GENERAL PROVISIONS

Section 1. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the lots and Dwelling Units and the Properties and with every part thereof and with interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Declarant and subsequent owner(s) of the Dwelling Units, lots, and properties or any part thereof, or interest therein, and their respective heirs, successors, and assigns, but the same are not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future owners, tenants, and occupants of the Dwelling Units shall be subject to and comply with the provisions of this Declaration and such Articles, By-Laws, and applicable rules and regulations as exist and may from time to time be amended. The acceptance of a deed of conveyance to a lot or Dwelling Unit, or the entering into a lease of, or occupancy of a Dwelling Unit shall constitute an adoption and ratification by such owner, tenant, or occupant of the provisions of this Declaration, and the Articles, By-Laws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 2. DURATION. The covenants and restrictions set forth in this Declaration shall be effective for a term of forty years from the date the initial declaration is recorded. After that time, they shall automatically be extended for successive periods of fifteen years each unless an instrument has been recorded in which sixty-seven (67%) percent of the then owners and sixty-seven (67%) percent of the holders of the then outstanding Institutional Mortgagees agree by signing of a written instrument to revoke the covenants and restrictions in whole or in part; provided, however, that no such agreement shall be effective unless it is made and recorded at least two years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every owner at least ninety days before any action is to be taken.

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Section 3. ENFORCEMENT. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, reservations, covenants, liens, and charges now or hereafter imposed by the provisions of this Declaration, or those of the Articles of Incorporation and the By-Laws as adopted by the Association and as may from time to time be amended. Failure of the Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so.

Section 4. SEVERABILITY. Invalidation of any one of these covenants and restrictions by a judgment or a court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community recreational facilities and Common Properties. The Article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine and neuter shall include the masculine, feminine and neuter.

Section 6. AMENDMENT. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by:

A. Declarant, for so long as it holds title to any lot affected by this Declaration; or alternatively,

B. By owners holding not less than two-thirds (2/3) of the membership of the Association provided that so long as the Declarant is the owner of any lot affected by this Declaration, the Declarant's written consent must first be obtained. Notwithstanding anything to the contrary contained herein, any amendment hereto which adversely affects the lien rights of an Institutional Mortgagee shall require the prior written consent of such Mortgagee.

Section 7. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 8. ANNEXATION. Additional residential property and Common Properties may be annexed to the Property herein with the consent of 2/3rds of each class of members.

Section 9. NOTICE. Every person who owns, occupies, or acquires any right, title, estate, or interest in or to any lot or other portions of the Properties does and shall be conclusively deemed to have consented to and agreed to every limitation, restriction, easement, reservation, condition, and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

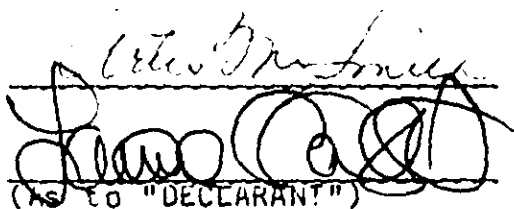
Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, pre-paid to the last known address of the person who appears as member or owner on the records of the Association at the time of

each mailing. Notices by owners to the Declarant or Board of Directors shall be by certified mail, return receipt requested, and shall only be deemed to have been given upon receipt thereof by the Declarant or Board of Directors, as the case may be.

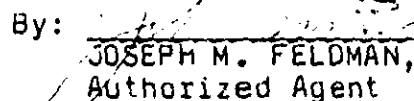
Section 10. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

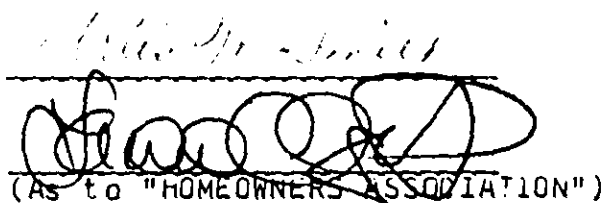
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24 day of June, 1985.

Signed, Sealed and Delivered
In the Presence Of:

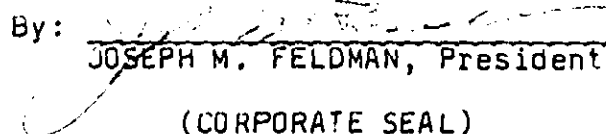

(As to "DECLARANT")

SOUTHPOINTE 11 ASSOCIATES, a
Florida General Partnership

By: 
JOSEPH M. FELDMAN,
Authorized Agent


(As to "HOMEOWNERS ASSOCIATION")

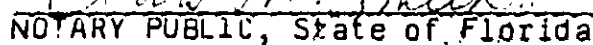
SOUTHPOINTE 11 HOMEOWNERS
ASSOCIATION, INC.

By: 
JOSEPH M. FELDMAN, President
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JOSEPH M. FELDMAN, as Authorized Agent of SOUTHPOINTE 11 ASSOCIATES, a Florida General Partnership, and acknowledged the foregoing in his capacity as same for the purposes herein described this 24 day of June, 1985.


NOTARY PUBLIC, State of Florida

My Commission Expires: May 17 1987

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 17 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JOSEPH M. FELDMAN, as President of Southpointe 11 Homeowners Association, Inc., and acknowledged the foregoing in his capacity as same for the purposes herein described this 24 day of June, 1985.


NOTARY PUBLIC, State of Florida

My Commission Expires: May 17 1987

-26- NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 17 1987
BONDED THRU GENERAL INSURANCE UND

6810g

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE I

A PORTION OF PARCEL 36, "WELLEY N.W. QUADRANT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 110 AT PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 36, THENCE NORTH 46° 03' 57" WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL 36 FOR 640.39 FEET, THENCE SOUTH 69° 58' 15" WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 36 FOR 330.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 36, THENCE NORTH 39° 26' 51" EAST FOR 110.25 FEET, THENCE NORTH 54° 15' 41" EAST FOR 83.96 FEET, THENCE NORTH 89° 58' 05" EAST FOR 177.34 FEET, THENCE SOUTH 57° 24' 58" EAST FOR 69.25 FEET, THENCE SOUTH 89° 54' 55" EAST FOR 38.26 FEET, THENCE SOUTH 57° 24' 58" EAST FOR 123.66 FEET, THENCE NORTH 43° 56' 03" EAST FOR 73.46 FEET, THENCE SOUTH 46° 03' 57" EAST FOR 107.56 FEET, THENCE NORTH 43° 56' 03" EAST FOR 10.00 FEET, THENCE SOUTH 46° 03' 57" EAST FOR 132.07 FEET, THENCE SOUTH 46° 56' 03" WEST FOR 100.00 FEET, THENCE SOUTH 46° 03' 57" EAST FOR 109.73 FEET, THENCE NORTH 43° 56' 03" EAST FOR 91.97 FEET, THENCE SOUTH 46° 03' 57" EAST FOR 168.85 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL 36, SAID POINT ALSO BEING ON THE ARC OF A CURVE WITH A RADIAL LINE THRU SAID POINT BEARING NORTH 44° 33' 38" WEST, THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY BOUNDARY LINE AND THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1732.25 FEET AND A CENTRAL ANGLE OF 07° 29' 19" FOR AN ARC DISTANCE OF 226.41 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 36 AND THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 3.795 ACRES (165306 SQUARE FEET) MORE OR LESS.

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EXHIBIT "B"

LEGAL DESCRIPTION

PHASE II

A PORTION OF PARCEL 36, "WELLEY N.W. QUADRANT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 110 AT PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL 36, THENCE NORTH 00° 01' 55" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL 36 FOR 357.19 FEET; THENCE NORTH 89° 58' 05" EAST FOR 697.88 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL 36; THENCE SOUTH 46° 03' 57" EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 36 FOR 69.25 FEET; THENCE SOUTH 42° 07' 53" WEST FOR 102.51 FEET; THENCE SOUTH 10° 11' 04" EAST FOR 22.84 FEET; THENCE SOUTH 47° 28' 05" EAST FOR 71.33 FEET; THENCE SOUTH 43° 58' 03" WEST FOR 185.26 FEET; THENCE NORTH 57° 24' 58" WEST FOR 123.66 FEET; THENCE NORTH 69° 54' 55" WEST FOR 38.26 FEET; THENCE NORTH 57° 24' 58" WEST FOR 69.85 FEET; THENCE SOUTH 89° 58' 05" WEST FOR 177.34 FEET; THENCE SOUTH 54° 15' 41" WEST FOR 83.96 FEET; THENCE SOUTH 39° 26' 51" WEST FOR 110.25 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 36 AND THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 3.725 ACRES (162266 SQUARE FEET) MORE OR LESS.

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EXHIBIT "B"

LEGAL DESCRIPTION

PHASE III

A PORTION OF PARCEL 36, "WELLEY N.W. QUADRANT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 110 AT PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGIN AT THE EASTERLY CORNER OF SAID PARCEL 36, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF HIATUS ROAD AND ON THE ARC OF A CURVE WITH A RADIAL LINE THRU SAID POINT BEARING NORTH 37° 07' 04" WEST; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERY BOUNDARY LINE OF SAID PARCEL 36 AND THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1732.25 FEET AND A CENTRAL ANGLE OF 07° 25' 34" FOR AN ARC DISTANCE OF 225.02 FEET, THENCE NORTH 46° 03' 57" WEST FOR 108.85 FEET, THENCE SOUTH 43° 56' 03" WEST FOR 91.97 FEET, THENCE NORTH 46° 03' 57" WEST FOR 108.73 FEET, THENCE NORTH 43° 56' 03" EAST FOR 101.00 FEET, THENCE NORTH 46° 03' 57" WEST FOR 132.07 FEET, THENCE SOUTH 43° 56' 03" WEST FOR 10.00 FEET, THENCE NORTH 46° 03' 57" WEST FOR 107.56 FEET, THENCE NORTH 43° 56' 03" EAST FOR 111.80 FEET, THENCE NORTH 47° 28' 05" WEST FOR 71.33 FEET, THENCE NORTH 10° 11' 04" WEST FOR 22.84 FEET, THENCE NORTH 42° 07' 53" EAST FOR 102.51 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 36, THENCE SOUTH 46° 03' 57" EAST ALONG SAID NORTHEASTERLY BOUNDARY LINE FOR 630.75 FEET TO THE EASTERLY CORNER OF SAID PARCEL 36 AND THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 3.147 ACRES (137103 SQUARE FEET) MORE OR LESS.

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ARTICLES OF INCORPORATION
OF
SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers by these Articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida and hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of the Corporation is SOUTHPOINTE II HOMEOWNERS ASSOCIATION, INC.

ARTICLE II
NON-PROFIT

This Corporation is incorporated as a corporation not for profit under the provisions of Chapter 607 and 617, Florida Statutes, as amended.

ARTICLE III
PRINCIPAL OFFICE

The principal office and post office address of the Corporation shall be 1048 Kane Concourse, Bay Harbor, Florida, 33154.

ARTICLE IV
REGISTERED AGENT

The street address of the registered office of this Corporation is 1048 Kane Concourse, Bay Harbor, Florida, 33154 and the name of the registered agent of this Corporation at that address is JOSEPH M. FELDMAN.

ARTICLE V
PURPOSE

The purpose for which this Corporation is organized is to promote the common good, health, safety, and general welfare of all the owners; to exercise all the power and privileges and to perform all of the duties and obligations of the Homeowners' Association arising from the SOUTHPOINTE II Declaration of Covenants, Restrictions, and Easements (the "Declaration") as amended from time to time and recorded in the Public Records of Broward County, Florida. (The definitions of said Declaration are incorporated herein by reference.); and to have and to exercise any and all powers, rights, and privileges, including delegation of powers as permitted by law, which a corporation organized under Chapter 607 and 617 of the Florida Statutes may now or hereafter have or exercise.

ARTICLE VI
TERM OF EXISTENCE

The term for which this Corporation is to exist is perpetual unless the Association is terminated pursuant to the provisions of the Declaration of Covenants, Restrictions, and Easements. Any such dissolution shall be pursuant to the terms of the Declaration.

ARTICLE VII
MEMBERS

Section 1. MEMBERSHIP. The members of this Corporation shall consist of all of the record owners of a fee or undivided fee interest in any lot which is subject under the Declaration to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation and excluding contract purchasers. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association. Consequently, membership shall automatically terminate upon sale or transfer of the lot, whether voluntarily or involuntarily.

The share of the member in the funds and assets of this Corporation cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the lot or dwelling unit.

The membership shall also be divided into the class as set forth below. The Association shall have two (2) classes of voting members as follows:

CLASS A

Class A members shall originally be all owners with the exception of the declarant for so long as there exists a Class B membership. Class A members shall be entitled to one (1) vote for each lot which is subject to assessment, as further provided in the Declaration or any supplemental declaration. The declarant shall become a Class A member with regard to lots owned by the declarant upon termination of the Class B membership as provided below.

CLASS B

The Class B member shall be the declarant. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A members as a whole are entitled to cast from time to time; however, the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following events.

1. The arrival of seven (7) years following the closing of the first Unit;
2. When one hundred (100%) percent of the dwelling units expected to be constructed have been constructed and conveyed to purchasers; or
3. Thirty (30) days after the declarant elects to terminate the Class B membership;

Whereupon the Class A members shall assume control of the Association and elect a Board of Directors.

ARTICLE VIII
DIRECTORS

Section 1. NUMBER; QUALIFICATION. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than three (3) nor more than ten (10) persons.

Section 2. ELECTION; REMOVAL. With the exception of the initial Board, Directors shall be elected from among the Owners. If an Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such lot shall be qualified to be a Director. Election and removal of Directors shall be in accordance with the procedure therefor set out in the By-Laws of the Association. Directors of the Association shall be elected at the annual meeting of the members in the manner determined in the By-Laws.

Section 3. INITIAL DIRECTORS. The names and addresses of the initial Board of Directors of the Corporation, each of whom shall serve until their successors are elected and have qualified, or until removed are as follows:

DIRECTORS

FRANK G. FELDMAN	1048 Kane Concourse Bay Harbor, FL 33154
HYMAN S. GLASS	1048 Kane Concourse Bay Harbor, FL 33154
JOSEPH M. FELDMAN	1048 Kane Concourse Bay Harbor, FL 33154

The Directors named in this Article shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors.

Section 4. VACANCIES. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Corporation.

ARTICLE IX
OFFICERS

Section 1. ELECTIONS. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate, which officers shall be elected at the first meeting of the initial Board of Directors, and at each annual meeting of the Board of Directors and shall hold office until their successors are elected or until they are otherwise removed.

Section 2. REMOVAL. Any officer may be removed at any meeting by the affirmative vote of a majority of the Members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

Section 3. INITIAL OFFICERS. The names and addresses of the initial officers of the Corporation who shall serve until their successors are designated by the Board of Directors are as follows:

OFFICERS

President.....	JOSEPH M. FELDMAN
Secretary.....	FRANK G. FELDMAN
Treasurer.....	HYMAN S. GLASS

ARTICLE X
BY-LAWS

The initial By-Laws of this Corporation are those annexed to the Declaration. Such By-Laws, subject to the provisions herein and therein contained, may be altered, amended, or added to in the manner provided for in said initial By-Laws.

ARTICLE XI
AMENDMENTS

Section 1. **NOTICE.** Notice of the subject matter of a proposed amendment to these Articles of Incorporation shall be included in the notice of any meeting at which the proposed amendment is to be considered.

Section 2. **ADOPTION.** A resolution for the adoption of a proposed amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. 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. The approval of any amendment permitted to be made to these Articles of Incorporation must be:

(a) By not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board of Directors; or

(b) After control of the Association is turned over to Owners other than the Declarant by not less than eighty (80%) percent of the votes of all of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) By not less than one hundred (100%) percent of the entire Board of Directors.

Section 3. **LIMITATION.** No amendment to these Articles of Incorporation shall make any changes in the qualifications for membership nor in the voting rights or property rights of members of the Association nor any changes to the powers of the Association without the approval in writing of all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or an affiliate of the Declarant, unless the Declarant shall join in the execution of the amendment. No amendment to this Section 3 shall be effective.

Section 4. **DECLARANT.** During the period that the Developer retains control of the Association, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

Section 5. **RECORDING.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida law and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

ARTICLE XII
DISTRIBUTION

The Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of the Cor-

poration shall be distributed to its Members, Directors or Officers. The Corporation may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation may make distributions to its Members, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income.

ARTICLE XIII
POWERS

Section 1. GENERAL POWERS. The Corporation shall have all the powers listed below together with those powers conferred by the aforesaid Declaration of Covenants, Restrictions and Easements, the Articles of Incorporation, and any and all lawful By-Laws of the Corporation. These shall include, but shall not be limited to, the power to:

(a) Have succession by its corporate name for the period set forth in its Articles of Incorporation.

(b) Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

(c) Adopt and use a common corporate seal and alter the same; provided, however, that such seal shall always contain the words "corporation not for profit."

(d) Elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation.

(e) Adopt, change, amend and repeal By-Laws, not inconsistent with law or its Articles of Incorporation, for the administration of the affairs of the corporation and the exercise of its corporate powers.

(f) Increase or decrease, by a vote of its members cast as the By-Laws may direct, the number of its directors, managers or trustees so that the number except as to the initial Board of Directors, shall not be less than three (3) but no more than ten (10).

(g) Make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income.

(h) Conduct its affairs, carry on its operations, and have offices and exercise its powers in any state, territory, district, or possession of the United States or any foreign country.

(i) Purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein, wherever situated.

(j) Sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets.

(k) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(l) Make donations for the public welfare or for religious, charitable, scientific, educational or other similar purposes.

(m) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized.

The Corporation shall generally have all those powers which a Corporation not for profit may have under Chapter 607 and 617, Florida Statutes, as amended. Any amendment or amendments to the aforesaid statutes not in conflict herewith, are hereby incorporated by reference into these Articles of Incorporation as of the effective date or dates of such amendment or amendments.

Section 2. ADDITIONAL POWERS. In addition, and without limiting the generality of the foregoing, this Corporation shall have the following powers:

(a) The right and the power to enter into agreements whereby it contracts with third parties for management of the Property, and to delegate to such third party as a manager of all powers and duties of the Corporation which according to the laws of the State of Florida may be so delegated.

(b) To make and collect assessments and other charges against members as Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

(c) To purchase insurance upon the common property and insure for the protection of the Association its officers, Directors and Unit Owners.

(d) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Unit Owners.

Section 3. CONFLICT. Neither the Homeowners' Association nor any member thereof shall have the right to exercise any power which is in conflict with the Declaration of Covenants, Restrictions, and Easements or those laws of the State of Florida which are applicable to corporations not for profit.

ARTICLE XIV INDEMNIFICATION

Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs and litigation.

Section 1. LIMITATION. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeas-

ance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise, and may be effected by the Corporation through the purchase of officers' and directors' liability insurance.

ARTICLE XV
WORDS AND PHRASES

When words or phrases relating to the Homeowners' Association are used herein or in the By-Laws of this Corporation, the meaning thereof shall be determined by the definitions and constructions placed thereon by the Declaration of Covenants, Restrictions, and Easements, or under Chapter 617, Florida Statutes, as amended.

ARTICLE XVI
SUBSCRIBERS

The names and addresses of the subscribers of this Corporation are as follows:

FRANK G. FELDMAN	1048 Kane Concourse Bay Harbor, FL 33154
HYMAN S. GLASS	1048 Kane Concourse Bay Harbor, FL 33154
JOSEPH M. FELDMAN	1048 Kane Concourse Bay Harbor, FL 33154

WE, THE UNDERSIGNED, being each of the incorporators hereinabove named, for the purpose of forming a Corporation not for profit pursuant to Chapters 607 and 617, Florida Statutes, do hereby subscribe to these Articles of Incorporation, and have hereunto set our hands and seals this _____ day of _____, 1985.

FRANK G. FELDMAN (SEAL)

HYMAN S. GLASS (SEAL)

JOSEPH M. FELDMAN (SEAL)

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared FRANK G. FELDMAN, HYMAN S. GLASS and JOSEPH M. FELDMAN, who after being duly sworn according to law, depose and say they are competent to contract and further acknowledge that they did subscribe the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, County of Dade, State of Florida, this _____ day of _____, 1985.

NOTARY PUBLIC, State of Florida

My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of the State of Florida, the following is submitted:

1. Desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at Bay Harbor, County of Dade, State of Florida, the Corporation named in the said Articles has named JOSEPH M. FELDMAN, located at 1048 Kane Concourse, County of Dade, State of Florida as its statutory registered agent.

2. Having been named the statutory agent of said Corporation at the place designated in the Certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

REGISTERED AGENT

Dated this _____ day of _____, 1985.

6975g

BY-LAWS
OF
SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND PRINCIPAL OFFICE

1.1 The name of the corporation shall be SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC.

1.2 The principal office of the corporation shall be at 1048 Kane Concoure, Bay Harbor, Florida, 33154.

ARTICLE II
PURPOSES

This corporation is organized for the following purposes:

Section 1. To be a homeowners' association within the meaning of the Declaration of Covenants, Restrictions, and Easements for SOUTHPOINTE II and to manage the property and affairs of the common properties as specified in the Declaration of Covenants, Restrictions, and Easements and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as homeowners' association;

Section 2. For the purpose of operating, governing, administering and managing the common properties and the discharge of its other responsibilities under the Declaration of Covenants of SOUTHPOINTE II;

Section 3. To exercise all applicable powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation, and the Declaration of Covenants, Restrictions, and Easements to which these By Laws are attached.

ARTICLE III
DEFINITIONS

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Restrictions, and Easements, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV
MEMBERS

Section 1. MEMBERSHIP. Except as otherwise provided, membership in the Corporation is limited to owners. Membership of the Association is set forth in Article VII of the Articles of Incorporation of the Association. Membership is an incident of ownership and is not separately transferable.

Section 2. ANNUAL MEETINGS. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Owners

in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held on the second Monday in the month of January following the year in which the Declaration is filed.

Section 3. SPECIAL MEETINGS. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 4. NOTICE OF MEETING; WAIVER OF NOTICE. Notice of a meeting of members, stating the time and place and the purpose(s) 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 on the Common Property. The notice of the annual meeting shall be sent by certified mail, return receipt requested, to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting, proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) 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.

Section 5. QUORUM. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 50% of the total votes of members in good standing. If voting rights of any member are suspended pursuant to the provisions of the Declaration, these By-Laws or applicable rules and regulations, the votes of such members so suspended shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

Section 6. VOTING.

(a) Number of Votes. The Owners of lots shall be entitled to cast one vote for each lot owned. The vote of the lot shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the members" shall mean a majority of the total votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration of Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a lot is owned by one person, his right to vote shall be established by the roster of members. If a lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot according to the roster of Owners and filed with the Secretary of the Association. Such person must be an Owner, or one of the joint owners. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote for a lot may be revoked by any record owner of an undivided interest in the lot. If a certificate designating the person entitled to cast the vote for a lot for which such certificate is required is not on file or has been revoked, the vote attributable to such lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the lot is owned jointly by a husband and wife. If a lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the lot vote just as though he or she owned the lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the lot vote.

Section 7. PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 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 person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the lot (as above described) and filed with the Secretary at or before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Owners.

Section 8. ADJOURNED MEETINGS. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

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Section 9. ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

Section 10. MINUTES OF MEETINGS. The minutes of all meetings of Owners shall be kept in a book available for inspection by Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

Section 11. DELINQUENT OWNERS. If any Assessments or portions thereof imposed against a Owner remain unpaid for thirty (30) days after the date due and payable, such Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

ARTICLE V DIRECTORS

Section 1. MEMBERSHIP. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than three (3) nor more than ten (10) persons. With the exception of the first Board of Directors, Directors must be Owners. The Association shall have two (2) classes of Members as provided in Article VII of the Articles of Incorporation.

Section 2. ELECTION OF DIRECTORS. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors, and for additional directorships created at the meeting, shall be made from the floor.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the lots represented at the meeting) and by a plurality of the votes cast, each person

voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. VACANCIES AND REMOVAL.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of paragraph 5.16 hereof shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the members (other than the Declarant) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting. The conveyance of all lots owned by a Director in the Complex (other than appointees of the Declarant) shall constitute the resignation of such Director.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Declarant of the Complex, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

Section 4. TERM. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

Section 5. ORGANIZATIONAL MEETING. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

Section 6. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

Section 7. SPECIAL MEETINGS. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Owners and notice of a special meeting shall be posted conspicuously on the Common Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to

participate, and need not be recognized, at any such meeting.

Section 8. WAIVER OF NOTICE. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director 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.

Section 9. QUORUM. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

Section 10. ADJOURNED MEETINGS. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. JOINDER IN MEETING BY APPROVAL OF MINUTES. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting.

Section 12. PRESIDING OFFICER. The presiding officer at the Directors' meetings shall be the President or in his absence, the Vice President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

Section 13. ORDER OF BUSINESS. If a quorum has been attained, the order of business at Directors' meetings shall be:

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

Such order may be waived in whole or in part by direction of the presiding officer.

Section 14. MINUTES OF MEETINGS. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

Section 15. EXECUTIVE COMMITTEE; OTHER COMMITTEES. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the

business and affairs of the Homeowners' Association during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Association, (b) to determine the Assessments payable by the Owners to meet the Common Expenses of the Association, or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the common Property.

ARTICLE VI
POWERS AND DUTIES OF THE CORPORATION AND
THE EXERCISE THEREOF

Section 1. The corporation shall have all powers granted to it by law, the Declaration of Covenants, Restrictions, and Easements to which these By-Laws are attached, and the Article of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Covenants, Restrictions, and Easements, these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

(a) All of the powers specifically provided for in the Declaration.

(b) The power to levy and collect assessments, and special assessments.

(c) The power to expend monies collected for the purposes of paying the common expenses of the corporation.

(d) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Property.

(e) The power to insure and keep insured the buildings and improvements of the Common Property as provided for and limited by the Declaration.

(f) The power to employ the personnel required for the operation of the Common Property.

(g) The power to pay utility bills for utilities serving the Common Property.

(h) The power to contract for the management and maintenance of the Common Property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by these documents.

(i) The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

(j) The power to improve the Common Property subject to the limitations of the Declaration.

(k) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Covenants, Restrictions, and Easements, and the regulations duly promulgated by the Corporation.

(l) The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from owners for violation of the provisions of the Declaration of Covenants, Restrictions and Easements.

(m) The power to pay all taxes and assessments which are liens against the Common Property.

(n) The power to deal with and approve or disapprove of all conveyances as provided for under the terms of the Declaration, and pursuant thereto.

(o) The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these By-Laws.

(p) The power to acquire, hold, convey and deal in real and personal property, including the purchase of lots at foreclosure or other judicial sale.

(q) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in the Declaration of Covenants, Restrictions, and Easements to which these By-Laws are attached.

(r) The power to appoint additional officers of this Corporation.

(s) The power to levy fines against appropriate Owners for violations of the rules and regulations established by the Association to govern the conduct of such Owners.

(t) At its discretion, to authorize Owners or other persons to use portions of the Common Property for private parties and gatherings and the power to impose reasonable charges for such private use.

(u) The power to suspend the right of any Owner to vote or use the recreation facilities of the Association as long as said Owner is delinquent in the payment of common expenses or as otherwise in violation of the Declaration of any Exhibits thereto or applicable rules and regulations.

ARTICLE VII

OFFICERS

Section 1. EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. With the exception of Officers appointed by the first Board of Directors described in Article 5.1, Officers must be Owners.

Section 2. DUTIES OF OFFICERS.

(a) The President shall:

(1) Act as presiding officer at all meetings of the corporation and of the Board of Directors.

(2) Call special meetings of the Board of Directors and members.

(3) Sign, with the treasurer, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons.

(4) Perform all acts and duties usually required of an executive to insure that all orders and resolution of the Board of Directors are carried out.

(5) Appoint committees and ex-officio member of all committees, and render an annual report at the annual meeting of members.

(b) The Vice President, if any, shall:

(1) Act as presiding officer at all meetings of the corporation and of the Board of Directors when the president is absent.

(2) Perform other acts and duties required of the president, in the president's absence.

(3) Perform such other duties as may be required of him by the Board.

(c) Should the President and Vice President be absent from any meeting, the directors shall select from among their members, a person to act as chairman of the meeting.

(d) The Secretary shall:

(1) Attend all regular and special meetings of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(2) Have custody of the corporate seal and affix same when necessary or required.

(3) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings; keep membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board, at its next regular meeting.

(4) Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.

(5) Have custody of the minute book of the meetings of Directors and members, which minute book shall at all times be available at the office of the corporation for the information of directors and officers, and act as transfer agent to recordable transfers, and regulations in the corporate books.

(e) The Treasurer shall:

(1) Attend all meetings of the membership and of the Board of directors.

(2) Receive such monies as shall be paid into his hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking

proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(3) Supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

(4) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VIII COMPENSATION

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Property or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

ARTICLE IX RESIGNATIONS

Any Director or Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all lots owned by any Director or Officer (other than appointees of the Developer or Officers who were not Owners) shall constitute a written resignation of such Director or Officer.

ARTICLE X BUDGET

Section 1. ADOPTION BY BOARD; ITEMS. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Owners to meet the expenses of such Association and allocate and assess such expenses among the Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a vote of the majority of members present at a duly called meeting of members at which a quorum is present,

determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Association shall comply with the requirements hereinafter set forth:

Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Owners, provided that the Owners shall not have the right to participate, and need not be recognized, at such meeting.

Section 2. ADOPTION BY MEMBERSHIP. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Article 10, Section 1(a) above, the Board of Directors may call a special meeting of Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

ARTICLE XI

ASSESSMENTS; ACCOUNTING AND OTHER FISCAL MATTERS

Section 1. ASSESSMENTS. Assessments against Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Article X, Section 1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

Section 2. SPECIAL ASSESSMENTS. Assessments by the Association against members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Assessments for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

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Section 3. ASSESSMENTS FOR EMERGENCIES. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

Section 4. DEPOSITORY. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

Section 5. ACCELERATION OF INSTALLMENTS UPON DEFAULT. If a Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remaining installments of the Assessments upon notice to the Owner, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

Section 6. FIDELITY BONDS. Fidelity bonds may be required if approved by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

Section 7. ACCOUNTING RECORDS AND REPORTS. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each lot designating the name and current mailing address of the Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications.

Section 8. APPLICATION OF PAYMENT. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

Section 9. MEETINGS CONSIDERING ASSESSMENTS. Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

Section 10. LIMITATION. The Declarant shall not be liable for the payment of any Assessments applicable to lots it owns which relate in any way to the payment of legal or other fees to persons

or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against, the Declarant.

Section 11. FISCAL YEAR. The fiscal year of the Corporation shall begin on the 1st day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year, at such time as the Board of Directors deems it advisable.

Section 12. VIOLATIONS AND DEFAULTS. In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Corporation, the Articles of Incorporation, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien as provided for by general law. In every such proceeding, the Owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees, both at the trial and appellate levels. If the Corporation elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his lot during litigation and the corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

ARTICLE XII ROSTER OF OWNERS

Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence of their interest and shall waive in writing notice of such meeting. No Owner shall be entitled to vote or to be counted for purposes of determining a quorum if delinquent in the payment of Assessments as elsewhere herein provided.

ARTICLE XIII AMENDMENTS

Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

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

Section 2. ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Owners other than the Declarant, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than 100% of the entire Board of Directors.

Section 3. PROVISIO. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of lots without the consent of said Declarant and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

Section 4. EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

Section 5. REFERENCE. No By-Law shall be revised or amended by reference to its title or number only.

Section 6. NON-MATERIAL ERRORS OR OMISSIONS. Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XIV PARLIAMENTARY RULES

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

ARTICLE XV ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the lots, limited common elements, and common elements, by the Members and all Members shall abide thereby, provided that said rules and regulations shall be equally applicable to all Members and uniform in their application and effect.

Those restrictions in the Declaration of Covenants, Restrictions, and Easements which in any way limit the use of the individual lots or of the common elements are declared to be house rules and regulations.

ARTICLE XVI CONSTRUCTION

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE XVII
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

ARTICLE XVIII
VALIDITY

If any by-law, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other by-law, rule, or regulation.

ARTICLE IXX
CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

These By-Laws and the Articles of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration of Covenants, Restrictions, and Easements.

The foregoing was adopted as the By-Laws of SOUTHPOINTE II HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at a meeting of the members of said corporation duly noticed, at which all members were present, by the unanimous vote of the members on the _____ day of _____, 1985.

Secretary

Approved:

President

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

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