



Section 7. "COMMON EXPENSES" means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:

A. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON OPEN SPACE, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, ASSESSMENTS, insurance, operation, maintenance, repairs, improvements and alterations.

B. Expenses of obtaining, repairing or replacing personal property in connection with any COMMON OPEN SPACE or the performance of the ASSOCIATION's duties.

C. Expenses incurred in connection with the administration and management of the ASSOCIATION.

D. Common water, sewer, trash removal, and other common utility, governmental, or similar services for the UNITS which are not separately metered or charged to the OWNERS, or which the ASSOCIATION determines to pay in common in the best interest of the OWNERS.

E. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BY-LAWS.

Section 8. "COMMON SURPLUS" means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

Section 9. "OWNER" shall mean and refer to the record owner other than the DEVELOPER, whether one or more persons or entities, of a fee simple title to any LOT, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "PROJECT" shall mean and refer to that portion of the DEVELOPMENT as hereinafter defined and legally described in Exhibit "1" attached hereto, and any portions of the UNDEVELOPED PARCEL as may hereafter be subjected to this DECLARATION by ANNEXATION.

Section 11. "MASTER ASSOCIATION" shall mean and refer to the 84 South Property Owners Association, Inc.

Section 12. "COMMON OPEN SPACE" shall mean any real property within the PROJECT, whether improved or unimproved, or any easement or intent therein, now or hereafter owned or to be owned by the ASSOCIATION for the common use and enjoyment of the OWNERS, their tenants, invitees and/or guests.

Section 13. "PRIVATE DRIVES" shall mean that portion of the COMMON OPEN SPACE owned or to be owned by the ASSOCIATION for the benefit of the OWNERS, their tenants, invitees and guests, and used for vehicular and pedestrian common access and ingress and egress.

Section 14. "PARKING AREA" shall mean that portion of the COMMON OPEN SPACE owned or to be owned by the ASSOCIATION for the benefit of the OWNERS, their tenants, invitees and guests, and used for the parking of authorized vehicles.

Section 15. "RECREATION PARCEL" shall mean and refer to that portion of the COMMON OPEN SPACE upon which may be constructed recreation facilities. Recreation Facilities may be added to or expanded by DEVELOPER without the consent of OWNERS or the ASSOCIATION.

Section 16. "LOT" shall mean and refer to all of those individual parcels of land within the real property comprising the PROJECT on which are built or will be built a UNIT and which will be legally described by metes and bounds.

Section 17. "UNDEVELOPED PARCEL" shall mean and refer to the real property described in Exhibit "2" herein, which is presently an unimproved parcel of land which DEVELOPER may, but is not obligated to, develop pursuant

to the GENERAL PLAN OF DEVELOPMENT, and by ANNEXATION subject to this Declaration.

Section 18. "UNIT" shall mean and refer to any structure or portion of a structure situate upon a LOT designated and intended for use and occupancy as a residence for a single family.

Section 19. "ZERO LOT LINE WALL" shall mean that exterior wall of a UNIT which is constructed upon the boundary line of a LOT or within four (4) feet of a boundary line of a LOT.

Section 20. "DEVELOPER" shall mean and refer to DCA Homes, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of the DEVELOPER hereunder are specifically assigned. DEVELOPER may assign only a portion of the rights hereunder, or all or a portion of such rights in connection with appropriate portions of the PROJECT. In the event of such partial assignment, the assignee shall not be deemed the DEVELOPER, but may exercise such rights of the DEVELOPER assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 21. "ANNEXATION" shall mean the subjecting of any portions of the UNDEVELOPED PARCEL to this DECLARATION in accordance with Article VII of the DECLARATION.

Section 22. "GENERAL PLAN OF DEVELOPMENT" shall mean and refer to the plan of development for the DEVELOPMENT which plan is described in Exhibit "3" attached hereto and made a part hereof.

Section 23. "DEVELOPMENT" shall mean and refer to the real property described in Exhibit "3" attached hereto and made a part hereof, of which the PROJECT is a part, and the improvements constructed or to be constructed thereon.

Section 24. "MEMBER" shall mean and refer to a MEMBER of the ASSOCIATION.

Section 25. "PUBLIC AREAS" shall mean all lands owned by the State of Florida, Broward County, Florida, any City, district, or municipality which, to the extent allowed by governmental authority, are to be maintained by the ASSOCIATION.

ARTICLE II  
PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every OWNER shall have a right and easement of enjoyment in and to the COMMON OPEN SPACE which shall be appurtenant to and shall pass with the title to every LOT, subject to the following:

- A. All provisions of this DECLARATION, any plat of all or any part of the PROJECT, and the ARTICLES and BY-LAWS;
- B. All provisions of the Declaration of Covenants and Restrictions For 84 South;
- C. Rules and regulations adopted by the MASTER ASSOCIATION;
- D. Rules and regulations adopted by the ASSOCIATION governing the use and enjoyment of the COMMON OPEN SPACE;
- E. The right of the ASSOCIATION to charge reasonable admission and other fees for the use of the RECREATIONAL PARCEL;
- F. The right of the ASSOCIATION to suspend the voting rights of any OWNER for any period during which any ASSESSMENT against his LOT remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- G. The right of the ASSOCIATION, subject to the approval of the Broward County and/or City of Sunrise Building and Zoning Department, to dedicate, sell or transfer all or any part of the COMMON OPEN SPACE to any public agency, authority or utility for such purpose and subject to such

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conditions as may be agreed to by the MEMBERS. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of each class of MEMBERS has been recorded. In addition, so long as there is a Class B MEMBER, such dedication, sale or transfer shall require the approval of HUD/VA.

H. The right of the ASSOCIATION to borrow money, and with the consent of two-thirds (2/3) of each class of members, and the approval of HUD/VA so long as there is a Class B member, mortgage, pledge, deed in trust, or hypothecate any or all of its real and personal property as security for the money borrowed or debts incurred.

I. The right of the ASSOCIATION to make additions, alterations or improvements to the COMMON OPEN SPACE, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of two-thirds (2/3) of the votes of the OWNERS shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON OPEN SPACE, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON OPEN SPACE, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DEVELOPER owns any portion of the subject PROPERTY, DEVELOPER shall have the right to make any additions, alterations or improvements to the COMMON OPEN SPACE as may be desired by DEVELOPER in its sole discretion from time to time, at DEVELOPER'S expense.

Section 2. ZERO LOT LINE MAINTENANCE AND EASEMENTS.

A. An exclusive easement for the unintentional encroachment by any building, UNIT or other improvement on a LOT or the COMMON OPEN SPACE upon any other LOT or the COMMON OPEN SPACE caused by or resulting from the original construction of improvements or the repair or replacement of same, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching building, UNIT or other improvement, to the extent of such encroachment.

B. Maintenance of a ZERO LOT LINE WALL shall be the obligation of the OWNER of the ZERO LOT LINE WALL. The OWNER shall have an easement over the adjacent LOT, as set forth in Paragraph "C" herein, in order to maintain said ZERO LOT LINE WALL. In no event shall any OWNER cut a window or any opening in the ZERO LOT LINE WALL. Nor shall any OWNER make any structural or other changes in the ZERO LOT LINE WALL, including, but not limited to, change of paint color, without the express written approval of the ASSOCIATION. In the event the BOARD shall determine that the ZERO LOT LINE WALL has been damaged by the adjacent LOT OWNER, that OWNER shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the BOARD. In the event such repair is not so accomplished by said adjacent OWNER, within thirty (30) days, unless extended by the BOARD, the ASSOCIATION shall have the right at reasonable times to enter the adjacent LOT to effect such repair, and the cost thereof shall be charged to the adjacent LOT OWNER, and if not paid in a timely manner, shall become a lien on such adjacent LOT.

C. DEVELOPER hereby grants to each LOT OWNER with a ZERO LOT LINE WALL, a maintenance easement into the LOT or COMMON OPEN SPACE contiguous to the ZERO LOT LINE WALL for the maintenance of said ZERO LOT LINE WALL, and any wing wall attached thereto. The easement shall be four (4) feet in width, shall be immediately contiguous to the ZERO LOT LINE WALL, and if the easement is on a LOT rather than on COMMON OPEN SPACE, shall run the length of the LOT on which the easement exists. No improvements shall be constructed in the easement area which would block access to the ZERO LOT LINE WALL and wing wall, if any, or which would in any way interfere with easement holders' ability to maintain the ZERO LOT LINE WALL and wing wall, if any, except that a fence or wall may be constructed by the DEVELOPER across the easement area so long as a door is constructed in such wall or fence to give

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access to the holder of the easement. The LOT OWNER in whose favor the easement exists shall have the right to enter upon the easement area in order to perform work relating to the maintenance of the ZERO LOT LINE WALL and wing wall.

D. Easements are hereby reserved for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON OPEN SPACE and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON OPEN SPACE as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS of the PROJECT, and their tenants, guests and invitees.

E. The COMMON OPEN SPACE shall be, and the same is hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS in the PROJECT from time to time, and their tenants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

F. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, are hereby reserved over and across all roads existing from time to time within the PROJECT, and over, under, on and across the COMMON OPEN SPACE, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the PROJECT. Also, easements are hereby reserved as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the PROJECT, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the PROJECT shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

G. DEVELOPER (so long as it owns any LOTS) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON OPEN SPACE in favor of the OWNERS in the PROJECT and their tenants, guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the PROJECT in favor of the ASSOCIATION and/or the OWNERS in the PROJECT and their tenants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the PROJECT, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. So long as such additional easements will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the joinder of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

H. DEVELOPER reserves and shall have an easement over, upon, across and under the PROJECT as may be reasonably required in connection with the development, construction, sale and promotion of the PROJECT or any portion thereof.

I. If ingress or egress to a LOT or UNIT is through any portion of the COMMON OPEN SPACE, any conveyance or encumbrance of such portion of

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the COMMON OPEN SPACE shall be subject to an easement for ingress and egress in favor of said UNIT OWNER owning said LOT or UNIT requiring said easement for ingress and egress.

Section 3. DELEGATION OF USE. Any OWNER may delegate, in accordance with the appropriate BY-LAWS, his right of enjoyment to the COMMON OPEN SPACE, to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 4. PERMITTED USES. The COMMON OPEN SPACE shall be restricted such that it shall be maintained as open space for the recreation, use and benefit of the OWNERS and their tenants, guests and invitees, subject to the terms of this DECLARATION, and subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON OPEN SPACE or contained in the deed conveying the COMMON OPEN SPACE to the ASSOCIATION, including, without limitation, easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities, and subject to any rules and regulations adopted by the ASSOCIATION. The COMMON OPEN SPACE shall not be used for any commercial or industrial use except as herein described. Certain portions of the COMMON OPEN SPACE shall be restricted to the following uses:

A. The PRIVATE DRIVES, now and forever, shall be restricted such that they shall be used for the benefit of the OWNERS and their tenants, guests and invitees as and for common access, ingress and egress and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities. The PRIVATE DRIVES shall be kept free and clear of obstructions, except as reasonable for construction, operation and maintenance, traffic and speed control.

B. The RECREATION PARCEL shall be restricted hereby that it shall be maintained as a RECREATION PARCEL and common area for the recreation, use, and benefit of the OWNERS, and shall not be used for any commercial or industrial use. The improvements on the RECREATION PARCEL, if constructed, shall consist of, and will include, but not be limited to an unheated swimming pool, wading pool and cabana with mens' and womens' bathrooms only. If DEVELOPER elects to build the recreation facilities on the RECREATION PARCEL, the facilities will be completed no later than when the last housing UNIT in the PROJECT has been conveyed by the DEVELOPER.

Section 4. CONVEYANCE OF COMMON OPEN SPACE. Those parcels of COMMON OPEN SPACE which are now subject to this Declaration shall be conveyed to the ASSOCIATION by the DEVELOPER prior to the time the first UNIT is conveyed to an OWNER by the DEVELOPER.

Those parcels of COMMON OPEN SPACE located in an annexed parcel of land shall be conveyed to the ASSOCIATION by the DEVELOPER prior to the time the first UNIT in that particular annexed parcel is conveyed to an OWNER by the DEVELOPER.

The ASSOCIATION shall be obligated to accept such conveyances of COMMON OPEN SPACE from the DEVELOPER.

Section 5. CONVEYANCE OF COMMON OPEN SPACE BY OTHER THAN DEVELOPER. Any party other than the DEVELOPER may also convey title to any property owned by such party, or any easement or interest therein, to the ASSOCIATION as a COMMON OPEN SPACE, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the PROJECT is located.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every OWNER of a LOT which is subject to ASSESSMENT shall be a MEMBER. Membership shall be appurtenant to and may not be separated from ownership of any LOT which is subject to ASSESSMENT.

Section 2. The ASSOCIATION shall have two (2) classes of voting membership:

Class A: Class "A" MEMBERS shall be all OWNERS with the exception of the DEVELOPER and shall be entitled to one vote for each LOT owned. When more than one person holds an interest in any LOT, all such persons shall be MEMBERS. The vote for such LOT shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any LOT.

Class B: The Class "B" MEMBER(s) shall be the DEVELOPER, which shall be entitled to three (3) votes for each LOT owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
- (b) On December 31, 1994, or
- (c) Earlier, at the option of the DEVELOPER.

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ARTICLE IV  
COVENANT FOR MAINTENANCE

Section 1. The ASSOCIATION shall at all times pay the ad valorem taxes assessed against the COMMON OPEN SPACE, maintain the COMMON OPEN SPACE, the casement areas and the improvements thereon granted to the ASSOCIATION, the grassed area on each LOT in front of a UNIT, so long as said grassed area is not fenced or walled in. The maintenance of the grassed area includes mowing and edging the grass only, it does not include irrigation and fertilization. In addition, the Association shall maintain the pole lamps located on the front lawn of each LOT. The lamps will be operated by a photo-electric cell automatically turning it on at dusk and off at daylight. The UNIT OWNER shall pay for the electricity, but shall have no control as to when the lamp is turned on or off. The ASSOCIATION shall pay the COMMON EXPENSES incurred by the ASSOCIATION.

Section 2. In accordance with an Agreement dated March 31, 1986 by and between DEVELOPER, Waterside Village Condominium Association, Inc., Waterside Village Homeowners Association, Inc. and Country Creek Homeowners Association, Inc. ("Agreement"), the ASSOCIATION is to maintain the fence built along the common boundary line of the PROJECT and Waterside Village. Such maintenance shall include painting the fence on both sides every three (3) years, and if the City of Sunrise requires an emergency access through the fence, maintaining and replacing the shrubbery planted in the emergency access. Any change in the color of the fence will require the approval of the Waterside Village Condominium Association, Inc. and the Waterside Village Homeowners Association, Inc. There will be a separate reserve set aside in the annual budget for said maintenance.

Additionally, in accordance with the Agreement, the trees planted or to be planted on the LOTS contiguous to the fence are to be maintained by the individual LOT OWNERS. This obligation may not be amended without the express prior written consent of the Waterside Village Homeowners Association, Inc. and the Waterside Village Condominium Association, Inc.

Section 3. In the event an OWNER of any LOT in the PROJECT shall fail to maintain the LOT and the improvements situated thereon in a manner satisfactory to the BOARD, the ASSOCIATION, after approval of two-thirds (2/3) vote of the BOARD OF DIRECTORS, shall have the right, through its agents and employees, to enter upon said LOT and to repair, maintain and restore the LOT and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the ASSESSMENT to which such LOT is subject.

Section 4. Access - For the purpose of performing the maintenance authorized by this Article, the ASSOCIATION, through its duly authorized agents or employees, shall have the right to enter upon any LOT(s) or the exterior of any improvements thereon, at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any

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time with only such notice as, under the circumstances, is practically affordable.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The DEVELOPER, except as otherwise set forth in Section 3 of this Article V, for each LOT within the PROJECT, hereby covenants, and each OWNER of any LOT by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the ASSOCIATION: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the LOT and shall be a continuing lien upon the LOT against which each such assessment is made. Each such ASSESSMENT, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the OWNER of such LOT at the time the ASSESSMENT fell due. The personal obligation for delinquent ASSESSMENTS shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The ASSESSMENTS levied by the ASSOCIATION shall be used exclusively to promote the recreation, health, safety and welfare of the MEMBERS and their tenants and contract purchasers residing in MEMBER'S UNIT including, but not limited to paying the ad valorem taxes assessed against the COMMON OPEN SPACE, the improvement and maintenance of the COMMON OPEN SPACE, and the improvement and maintenance of easements in favor of the ASSOCIATION and Public Areas which are located within or in a reasonable proximity to the PROJECT to the extent that deterioration of the Public Areas would adversely affect the appearance of the PROJECT or the operation of systems appurtenant to the PROJECT. If attached single family units are constructed, the ASSESSMENTS levied by the ASSOCIATION for the attached units may also include an amount necessary to maintain the outside and/or roof of each UNIT.

Section 3. DEVELOPER'S ASSESSMENT GUARANTY. The DEVELOPER guarantees to initial purchasers of UNITS in the PROJECT that the monthly ASSESSMENTS due from such purchasers as OWNERS for items of common expense of the ASSOCIATION will not exceed the amount therefor reflected in the initial budget for the ASSOCIATION which is provided to such purchasers by the DEVELOPER during the calendar year in which the DEVELOPER conveys the first UNIT in the PROJECT, and thereafter will not exceed 115% of the amount assessed such purchasers during the prior year, each year thereafter. This guaranty shall be in force only until the earlier of (i) the date upon which a majority of the BOARD is elected by the Class "A" members, or (ii) such earlier date as DEVELOPER elects to terminate this guaranty and pay its proportional share of the ASSESSMENTS for common expenses of the ASSOCIATION based upon the number of LOTS owned by the DEVELOPER. During the period of time this guaranty is in force and effect the DEVELOPER, as owner of such LOTS as are owned by it, shall be relieved from the obligation of paying its total prorata share of ASSESSMENTS for common expenses of the ASSOCIATION, but instead shall be obligated to pay to the ASSOCIATION all sums in excess of sums due from all OWNERS which are necessary to pay the actual expenses of the ASSOCIATION. During the DEVELOPER'S guaranty and after the DEVELOPER'S guaranty has terminated, the maximum annual ASSESSMENT may be increased each year not more than 15% above the maximum ASSESSMENT for the previous year except that the maximum annual ASSESSMENT may be increased above 15% by a vote of two-thirds (2/3) of each class of MEMBERS who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual ASSESSMENTS authorized above, the ASSOCIATION, through its BOARD, may levy in any assessment year, a special ASSESSMENT applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the COMMON OPEN SPACE, including fixtures and personal property related thereto, if any, provided that any such ASSESSMENT shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.



Section 5. WORKING CAPITAL CONTRIBUTION. In addition to ASSESSMENTS for COMMON EXPENSES, the first OWNER acquiring title from DEVELOPER to a UNIT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all MEMBERS not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. RATE OF ASSESSMENT. Both annual and special ASSESSMENTS must be fixed at a uniform rate for all LOTS unless there are different classes of UNITS such as, but not limited to, attached and detached single family UNITS or Condominiums, in which case the ASSESSMENTS for LOTS with each class of UNITS may differ from the ASSESSMENT for LOTS with the class of UNITS, but each class of UNITS will be assessed at a uniform rate based upon a fraction, the numerator of which is 1 and the denominator of which shall be the number of UNITS of each class subject to ASSESSMENTS, subject to Section 3 hereof.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The Annual ASSESSMENTS provided for herein shall commence as to all LOTS, subject to Section 3 hereof, on the first day of the month following conveyance by the DEVELOPER of the first UNIT in the PROJECT. The first annual ASSESSMENT shall be adjusted according to the number of months remaining in the calendar year. The BOARD shall fix the amounts of the annual ASSESSMENT against each LOT at least thirty (30) days in advance of each annual assessment period. Written notice of the annual ASSESSMENT shall be sent to every OWNER subject thereto. The due dates shall be established by the BOARD. The ASSESSMENTS, at the election of the ASSOCIATION, may be collected on a monthly basis. 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. A properly executed certificate of the ASSOCIATION as to the status of ASSESSMENTS on a LOT is binding upon the ASSOCIATION as of the date of its issuance. The ASSOCIATION may delegate to a mortgage company or financial institution responsibility for collection of ASSESSMENTS.

Section 9. APPLICATION OF PAYMENTS. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other moneys owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien, next towards interest on any ASSESSMENTS or other moneys due to the ASSOCIATION, as provided herein, and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

Section 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by a local public authority exempt from taxation by the laws of the State of Florida shall be exempt from the ASSESSMENTS created herein. However, no land or improvements devoted to dwelling use shall be exempt from said ASSESSMENTS.

ARTICLE VI  
DEFAULT

Section 1. LATE FEES AND INTEREST. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right

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to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

Section 2. ACCELERATION OF ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS Payable to the ASSOCIATION.

Section 3. LIEN FOR ASSESSMENTS. The ASSOCIATION HAS A LIEN ON EACH LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

Section 4. COLLECTION AND FORECLOSURE. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

Section 5. RENTAL AND RECEIVER. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

Section 6. SUBORDINATION OF LIEN. The lien of the ASSOCIATION shall be superior to all other liens, save and except tax liens and any first mortgage recorded prior to the recording of a claim of lien by the ASSOCIATION, provided such mortgage secures an indebtedness which is initially amortized in monthly or quarter-annual payments over a period of not less than 10 years (provided, however, that any such mortgage may provide for changes in the interest rate and changes in the payments resulting therefrom, negative amortization, or for payment in full prior to such 10 year period). Where any person obtains title to a LOT pursuant to the foreclosure of such a mortgage, or where the holder of such a mortgage accepts a deed to a LOT in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a

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claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage as described above, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law, or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

**Section 7. ASSIGNMENT OF CLAIM AND LIEN RIGHTS.** The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the ASSOCIATION, to any third party.

**Section 8. UNPAID ASSESSMENTS CERTIFICATE.** Within 15 days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby.

**Section 9. NON-MONETARY DEFAULTS.** In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, the ARTICLES, the BY-LAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

- A. Impose a fine against the OWNER or tenant as provided in Section 10 hereof; and/or
- B. Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- C. Commence an action to recover damages; and/or
- D. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the PROJECT is located.

Section 10. FINES. The amount of any fine shall be determined by the BOARD, and shall not exceed one-third of one month's ASSESSMENT for COMMON EXPENSES for the first offense, two-thirds of one month's ASSESSMENT for COMMON EXPENSES for a second similar offense, and one month's ASSESSMENT for COMMON EXPENSES for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the OWNER or tenant, signed by an officer of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within 10 days after receipt of the notice imposing the fine. If the OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing within 30 days after receipt of the OWNER's or tenant's objection, and shall give the OWNER or tenant not less than 10 days written notice of the hearing date. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The OWNER or tenant shall have the right to attend the hearing and produce evidence on his behalf. At the hearing the BOARD shall ratify, reduce or eliminate the fine and shall give the OWNER or tenant written notice of its decision. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable.

Section 11. RESPONSIBILITY OF AN OWNER FOR OCCUPANTS, TENANTS, GUESTS AND INVITEES. Each OWNER shall be liable to the ASSOCIATION for any damage to the COMMON OPEN SPACE not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said OWNER or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the ASSOCIATION reserves the right to charge such OWNER a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such OWNER. The cost of correcting such damage shall be a Special Assessment against the UNIT and may be collected as provided herein for the collection of Assessments.

#### ARTICLE VII ANNEXATION

Section 1. ANNEXATION AND DEVELOPMENT. All or any portions of the UNDEVELOPED PARCEL which is legally described in Exhibit "2" attached hereto may be annexed by the DEVELOPER in whole or in part without the consent of MEMBERS within five (5) years of the date of this instrument, provided that the ANNEXATION is in accordance with the GENERAL PLAN OF DEVELOPMENT heretofore approved by the Federal Housing Administration or the Veterans Administration. Such ANNEXATIONS, if they are made, will subject the annexed property to these Covenants and Restrictions.

ANNEXATIONS, if any, shall become effective upon the recording of an amendment to this Declaration in the Public Records of Broward County, Florida.

Section 2. ADDITIONS OR MODIFICATIONS. Such amendments to the DECLARATION, as contemplated by Section 1 of this Article VII, may contain such complementary additions and modifications of this DECLARATION as may be necessary to reflect the different character, if any, of that portion of the PROJECT or the UNDEVELOPED PARCEL which are the subject of such amendments to the DECLARATION as are not inconsistent with the scheme of this DECLARATION, as determined by the DEVELOPER. Further, such amendments to the DECLARATION may contain provisions relating to such portion of the PROJECT and/or such UNDEVELOPED PARCEL, or any portions thereof, dealing with, among other things, ASSESSMENTS and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such PROJECT and pertaining to all or part of such portion and/or such UNDEVELOPED PARCEL to the exclusion of other portions of the PROJECT.

The provisions of this Article VII, Section 2, cannot be amended without the written consent of the DEVELOPER, and any amendment of this Article VII, Section 2, without the written consent of the DEVELOPER shall be deemed null and void.

Section 3. OTHER ANNEXATION OF PROPERTY. Except as set forth in Section 1 above, residential property, common areas and recreational

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facilities may be annexed to the property with the consent of two-thirds (2/3) of each class of members of the ASSOCIATION, and so long as there is a Class B MEMBER, the approval of HUD/VA. Such ANNEXATION shall become effective upon the recording of an amendment to this Declaration in the Public Records of Broward County, Florida.

ARTICLE VIII  
PLATTING AND SUBDIVISION RESTRICTIONS

As long as there is a Class "B" membership, DEVELOPER shall be entitled at any time and from time to time, to plat and/or replat all or any part of the PROJECT, obtain density or zoning changes on the Undeveloped Parcel, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the PROJECT without the consent or approval of LOT OWNERS.

ARTICLE IX  
ARCHITECTURAL CONTROL

Section 1. APPROVAL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color, be made within the individual's lot line or property line until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the BOARD, or by an architectural control committee composed of three (3) or more representatives appointed by the BOARD ("Committee"). In the event said BOARD or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the OWNER from the responsibility of obtaining proper governmental approvals and permits.

Section 2. NO LIABILITY. The ASSOCIATION or the designated Committee shall not be liable to any OWNER in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION or its designated Committee shall not be deemed to be a determination that such plans or specifications or complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION or its designated Committee shall not be liable for any deficiency, or any injury resulting from and deficiency, in such plans and specifications.

Section 3. REMEDY FOR VIOLATIONS. In the event this Article IX is violated in that alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION or its designated Committee, or is not made in strict conformance with any approval granted by the ASSOCIATION or its designated Committee, the ASSOCIATION or its designated Committee shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION or its designated Committee, or the ASSOCIATION or its designated Committee may pursue any other remedy available to it. In connection therewith, the ASSOCIATION or its designated Committee shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the ASSOCIATION or its designated Committee shall have the exclusive authority to enforce the provisions of this paragraph.

Section 4. ARCHITECTURAL CONTROL VESTED IN DEVELOPER. Notwithstanding the foregoing, so long as DEVELOPER owns any LOT, UNIT, or any portion of the PROJECT, architectural control shall be vested in DEVELOPER and not the

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ASSOCIATION, and during such period all references contained in the subparagraph to the ASSOCIATION shall be deemed to refer to DEVELOPER provided, however, that at any time DEVELOPER may assign its right of architectural control to the ASSOCIATION by a written assignment.

ARTICLE X  
USE RESTRICTIONS

Section 1. NO TRADE OR BUSINESS. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the PROJECT Or within any LOT or UNIT.

Section 2. LEASES. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BY-LAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s).

Section 3. OUTSIDE STORAGE OF PERSONAL PROPERTY. The personal property of any resident of the PROJECT shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and other personal property commonly kept outside.

Section 4. PORTABLE AND TEMPORARY BUILDINGS. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION.

Section 5. GARBAGE AND TRASH. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Section 6. VEHICLE PARKING. No truck or van with more than a three-quarter ton capacity, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the PROJECT except that any of the above may be parked in a garage so long as the garage door is kept in a fully closed position while the vehicle is in said garage and boats with an overall length of under 24 feet may be parked in the fenced rear/side yard of a UNIT and must be on a boat trailer. Trucks or vans with over a three-quarter ton capacity, in the process of loading or unloading shall not be considered parked so long as they are not kept in the PROJECT overnight. Except as set forth above, no vehicle of any kind shall be parked in the COMMON OPEN SPACE or on any part of any LOT except in the driveway or garage. Notwithstanding the above, there are designated parking spaces in the COMMON OPEN SPACE which are to be used exclusively for the parking of permitted vehicles belonging to guests and invitees of OWNERS. No OWNER permitted vehicles will be parked in the guest spaces.

Section 7. PETS. No animals, livestock or poultry of any kind shall be permitted within the PROJECT except for common household domestic pets. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT unless someone is present in the UNIT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the PROJECT. Any resident shall pick up and remove any solid animal waste deposited by his pet on the PROJECT, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the PROJECT. The ASSOCIATION may require any pet to be immediately and permanently removed from the PROJECT due to a violation of this paragraph.

Section 8. AIR CONDITIONING UNITS. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

Section 9. CLOTHESLINES AND OUTSIDE CLOTHES DRYING. No clothesline or clothespole shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have

the right to approve the portions of any LOT used for outdoor clothes drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

Section 10. NUISANCES. No nuisance shall be permitted within the PROJECT, and no use or practice which is an unreasonable source of annoyance to the residents within the PROJECT or which shall interfere with the peaceful possession and proper use of the PROJECT by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

Section 11. OUTSIDE ANTENNAS. No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire PROJECT.

Section 12. SIGNS. No signs, except "For Sale" or "For Lease" signs not larger than 18 inches by 24 inches, shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT.

Section 13. WINDOW TREATMENTS. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

Section 14. SURFACE WATER MANAGEMENT. No OWNER or any other person shall do anything to adversely affect the surface water management and drainage of the PROJECT without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to, the excavation or filling in of any lake or any portion of the PROJECT, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the PROJECT by DEVELOPER or by the developer of any portion of the PROJECT in accordance with permits issued by controlling governmental authorities.

Section 15. WELLS AND SEPTIC TANKS. No individual wells will be permitted on any LOT within this PROJECT, and no individual septic tanks will be permitted on any LOT within this PROJECT. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each LOT on which a completed building is located in said PROJECT in accordance with the standard requirements as provided for by the State Board of Health Regulations and the charge for said services, as set forth in the rate schedule in the third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

Section 16. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any LOT, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any LOT. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any LOT.

Section 17. VISIBILITY IN CORNER LOTS. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 18. BARBECUES. Barbecues may be located or permitted upon the back patio or yard of a UNIT and upon such portions of the COMMON OPEN SPACE as are, from time to time, designated by the ASSOCIATION; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the BOARD.

Section 19. REMOVAL OF SOD AND SHRUBBERY; ADDITIONAL PLANTING. No sod, topsoil, trees or shrubbery shall be removed from the PROJECT, no change in the elevation of such areas shall be made and no change in the condition

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of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the BOARD, in its sole discretion, considers detrimental; provided, however, that OWNERS may place additional plants, shrubs or trees upon their respective LOTS subject to approval by the BOARD or its appointed Architectural Control Committee.

Section 20. INCREASES IN INSURANCE RATES. No OWNER may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the PROJECT.

Section 21. CASUALTIES. In the event that a UNIT or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the COMMON OPEN SPACE are damaged or destroyed by casualty or otherwise, the OWNER thereof or the ASSOCIATION, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the ASSOCIATION) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this DECLARATION.

Section 22. RECONSTRUCTION. Any repair, rebuilding or reconstruction on account of casualty or other damage to any COMMON OPEN SPACE or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the BOARD or its appointed Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any UNIT or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the BOARD or its appointed Committee, and the OWNER of such UNIT.

Section 23. RULES AND REGULATIONS. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the PROJECT, and rules and regulations relating to the recreational facilities within the PROJECT may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to an OWNER upon request.

Section 24. WAIVER. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the

foregoing, so long as DEVELOPER owns any LOT, if any waiver or deviation of any restriction requires the consent of the ASSOCIATION, such consent shall be obtained from DEVELOPER and not from the ASSOCIATION, unless DEVELOPER voluntarily relinquishes this right at an earlier date.

Section 25. EXCEPTIONS. The foregoing use and maintenance restrictions shall not apply to DEVELOPER, or to any portion of the PROJECT while owned by DEVELOPER, or to the UNDEVELOPED PARCEL, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the PROJECT and the construction of any UNITS and other improvements thereon, or any activity associated with the sale of any new UNITS by DEVELOPER. Specifically, and without limitation, DEVELOPER shall have the right to: (i) construct any buildings or improvements within the PROJECT, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on the PROJECT; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the PROJECT for sales, construction, storage or other purposes; (iv) temporarily deposit, dump, accumulate materials, trash, refuse and rubbish in connection with the development or construction of the PROJECT; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon the PROJECT, signs and other materials used in developing, constructing, selling or promoting the PROJECT.

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ARTICLE XI  
GENERAL PROVISIONS

Section 1. ENFORCEMENT. In addition to any other remedies set forth herein and permitted by law, this DECLARATION may be enforced by DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees at both trial and appellate levels, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees at both trial and appellate levels.

Section 2. CONFLICT WITH ARTICLES OR BY-LAWS. In the event of any conflict between the ARTICLES and the BY-LAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BY-LAWS, in that order, shall control.

Section 3. SPECIAL PROVISIONS REGARDING CABLE TELEVISION. DEVELOPER reserves and shall have the right to grant a private cable television company an easement to provide cable television service to all of the UNITS within the PROJECT, on such terms and conditions as DEVELOPER may reasonably desire, provided however that the services charged by the cable company shall not be unreasonably compared to other cable television companies providing cable television in the county in which the PROJECT is located. In connection with such cable television services, the applicable agreement with the cable company may require each UNIT OWNER to subscribe for, at a minimum, basic cable television services offered by the cable company, and to pay such services either directly to the cable television company, or to the ASSOCIATION. Any cable television agreement shall give each UNIT OWNER the right to elect not to subscribe to cable television in which case that UNIT OWNER'S ASSESSMENT will be lowered if it includes an amount for cable television. The cable television agreement may also give the UNIT OWNERS the option to subscribe to additional channels or services in addition to the basic cable television service for an additional fee to be determined by the cable television company from time to time. When DEVELOPER no longer elects any member of the ASSOCIATION, thereafter all rights of DEVELOPER as set forth in this paragraph may be exercised by the ASSOCIATION.

Section 4. AUTHORITY OF ASSOCIATION AND DELEGATION. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

Section 5. PERFORMANCE OF ASSOCIATION'S DUTIES BY DEVELOPER. DEVELOPER shall have the right from time to time, at its sole discretion, to perform at DEVELOPER'S expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided however that any such performance on the part of DEVELOPER may be discontinued by DEVELOPER at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DEVELOPER.

Section 6. ACTIONS AGAINST DEVELOPER. The ASSOCIATION shall not institute any legal proceedings against DEVELOPER without the consent of 75% of the votes of the OWNERS.

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Section 7. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the OWNERS of two-thirds (2/3) or more of the LOTS and thereafter by an instrument signed by the OWNERS of a majority of the LOTS except that so long as there is a Class "B" MEMBER, the amendment requires the approval of HUD/VA. Notwithstanding the above, (a) any amendment affecting the maintenance provisions hereof or the lien for such maintenance must be approved by the County Attorney of Broward County, Florida, and (b) the DEVELOPER shall have the right to amend this Declaration without the approval of the OWNERS, the ASSOCIATION, HUD/VA or the Broward County Attorney to annex properties in accordance with Article VII, Section 1 and Section 2 hereof. Any Amendment must be recorded.

Section 9. FHA/VA APPROVAL. As long as there is Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) ANNEXATION of properties not part of the UNDEVELOPED PARCEL, (b) dedication of COMMON OPEN SPACE, (c) mergers and consolidations, (d) mortgaging of COMMON OPEN SPACE, (e) except as set forth in Section 9(b) hereof, an amendment of this Declaration, and (f) dissolution of the ASSOCIATION.

Section 10. DEVELOPER AMENDMENT PRIVILEGE. Notwithstanding anything to the contrary set forth in Sections 8 and 9 of this Article XI, the DEVELOPER may amend any provision of this DECLARATION without the approval or joinder of the OWNERS or the ASSOCIATION, if required to do so by the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any other similar governmental institutional lender which desires to hold a mortgage on all or any part of the PROJECT.

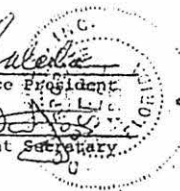
IN WITNESS WHEREOF, the undersigned, being the DEVELOPER herein, has hereunto executed this Declaration this 24th day of October, 1989.

Signed, sealed, and delivered  
in the presence of:

Janet S. English  
Paul M. Curter

DCA HOMES, INC., a Florida  
Corporation

By: M. E. Saleda  
Vice President  
Attest: M. J. Watsky  
Assistant Secretary



DK 16903PC-1147

STATE OF FLORIDA  
COUNTY OF DADE

THE FOREGOING DECLARATION was acknowledged before me this 24th day of October, 1989, by M. E. Saleda and Morris J. Watsky, Vice President and Assistant Secretary, respectively, of DCA Homes, Inc., a Florida corporation.

Janet S. English  
Notary Public, State of Florida  
My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 10, 1990  
BONDED THRU GENERAL INS. UND.

LEGAL DESCRIPTION

Lots 17 through 29, inclusive, of Block 2; Lots 2, 5, 6, 7 and 11 of Block 4; and Lots 1 through 31, inclusive of Block 3, of a Replat of a Portion of Parcel "D", of the Plat of NEW RIVER ESTATES SECTION SEVEN, as recorded in Plat Book 140 at Page 42 of the Public Records of Broward County, Florida.

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EXHIBIT "1"

A PORTION OF PARCEL "D"  
"NEW RIVER ESTATES SEC. SEVEN"

A PORTION OF PARCEL "D" OF THE PLAT ENTITLED "NEW RIVER ESTATES, SECTION SEVEN", AS RECORDED IN PLAT BOOK 115 AT PAGE 43 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST (S. E.) CORNER OF SAID PARCEL "D"; THENCE SOUTH 89 52'33" WEST, A DISTANCE OF 318.00 FEET; THENCE NORTH 50 15'59" WEST, A DISTANCE OF 702.15 FEET; THENCE NORTH 05 19'44" WEST, A DISTANCE OF 507.09 FEET; THENCE NORTH 10 52'21" EAST, A DISTANCE OF 565.70 FEET; TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS BEARS NORTH 10 52'33" EAST; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 18 39'17", A DISTANCE OF 371.17 FEET (THE LAST FIVE (5) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHERLY LINES OF THE AFORESAID PARCEL "D"); THENCE SOUTH 02 30'58" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 88.42 FEET; THENCE NORTH 87 29'02" WEST, A DISTANCE OF 41.55 FEET; THENCE SOUTH 02 30'58" WEST, A DISTANCE OF 141.38 FEET; THENCE SOUTH 76 08'05" WEST, A DISTANCE OF 20.73 FEET; THENCE SOUTH 13 51'55" EAST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 76 08'05" WEST, A DISTANCE OF 102.50 FEET; THENCE SOUTH 13 51'55" EAST, A DISTANCE OF 56.33 FEET; THENCE SOUTH 76 08'05" WEST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 13 51'55" EAST, A DISTANCE OF 92.00 FEET; THENCE NORTH 76 08'05" EAST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 13 51'55" EAST, A DISTANCE OF 79.19 FEET; THENCE NORTH 76 08'05" EAST, A DISTANCE OF 198.71 FEET; THENCE SOUTH 13 51'55" EAST, A DISTANCE OF 160.49 FEET; THENCE SOUTH 87 29'02" EAST, A DISTANCE OF 139.94 FEET; THENCE SOUTH 02 30'58" WEST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 87 29'02" EAST, A DISTANCE OF 53.00 FEET; THENCE NORTH 02 30'58" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 87 29'02" EAST, A DISTANCE OF 40.67 FEET; THENCE NORTH 02 30'58" EAST, A DISTANCE OF 26.70 FEET; THENCE SOUTH 87 29'02" EAST, A DISTANCE OF 117.33 FEET TO A POINT LYING ON THE EASTERLY LINE OF THE AFORESAID PARCEL "D"; THENCE SOUTH 02 30'58" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 910.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 20.822 ACRES MORE OR LESS.

LESS AND EXCEPT:

Lots 17 through 29, inclusive, of Block 2; Lots 2, 5, 6, 7 and 11 of Block 4; and Lots 1 through 31, inclusive of Block 5, of a Replat of a Portion of Parcel "D", of the Plat of NEW RIVER ESTATES SECTION SEVEN, as recorded in Plat Book 140 at Page 42 of the Public Records of Broward County, Florida.

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GENERAL PLAN OF DEVELOPMENT  
HAMPSHIRE HOMES IN SUNRISE

DCA Homes, Inc., (hereinafter referred to as the "Developer"), is developing Hampshire Homes in Sunrise on real property located in Broward County, Florida.

It is presently intended the project known as Hampshire Homes in Sunrise, which is graphically described in Exhibit "3(a)" attached hereto, shall consist of a maximum of one hundred sixty three (163) single family housing units (the "Project"). Each Owner of a Lot shall be required to be a member of the Hampshire Homes in Sunrise Homeowners Association, Inc., which will own, operate and manage all of the recreational facilities and other Common Open Space and easements for the common use and benefit of said members. This will subject the lots to assessment for their just share of the Association expenses upon recordation of a Declaration or amendment thereto encumbering such portion of the Project as Developer deems appropriate in the Public Records of Broward County, Florida.

Additionally, each Owner of a Lot will be required to be a member of the 84 South Property Owners Association, Inc., the entity which will own, operate and manage the common areas to be utilized by all of the owners of property in the 84 South Development. Each Owner of property in the Project will be subject to assessments for their just share of the 84 South Property Owners Association expenses. The Project is only one of the many housing projects in the 84 South Development.

Should the Developer, in its sole discretion, determine not to submit any portion of the Undeveloped Parcel as provided, this general plan of Development shall not bind the Developer to make the additions contemplated or to adhere to this plan in the subsequent development of those portions of the Undeveloped Parcel not submitted or annexed.

DCA HOMES, INC.

By: *M. E. Saleda*  
M. E. Saleda, Vice President



BK 16903 PC 1 150

EXHIBIT "3"



# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles  
of Incorporation of

COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the laws of the State of Florida,  
filed on September 29, 1987.

The document number of this corporation is N22723, non-profit

THIS IS NOT AN  
OFFICIAL COPY

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
day of September, 1987.  
29th



*Jim Smith*

Jim Smith  
Secretary of State

CR2E022 (10-85)

CR2E040 (8-87)

EXHIBIT "4"

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ARTICLES OF INCORPORATION  
OF  
COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC.

FILED  
1987 SEP 29 11 04 AM  
SECRETARY OF STATE  
MIAMI, FLORIDA

The undersigned subscriber, desiring to form a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC., which is hereinafter referred to as the "Association".

ARTICLE II  
PURPOSES AND POWERS

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association and to provide for the general health and welfare of its membership.

ARTICLE III

MEMBERS AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is or is at any time made subject to the Declaration shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. Membership in the corporation and transfer thereof shall be upon such terms and conditions as is provided for in the Declaration.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting members:

- (a) Class A. Class A shall consist of all owners of lots subject to the Declaration, except the Class B owner.
- (b) Class B. Class B is the Developer.

Section 3. Votes per Lot. Class A members shall be entitled to one (1) membership interest and one (1) vote for each Lot owned, provided, however, when more than one person holds title to a Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The Class B member is the Developer. The Class B member shall be entitled to ten (10) membership interests and ten (10) votes for each Lot owned.

Section 4. Conversion of Class B Membership Interests. Upon the transfer of title of any Lot which is held for sale by the Developer, the

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Class B membership interest appurtenant to such Lot shall automatically be converted to a Class A membership interest.

Section 5. Multiple Ownership. Where more than one person or entity shall at any time be the owner of a Lot subject to a membership interest, the vote attributed to such Lot shall be exercised as such owners mutually determine. No member shall split or divide its votes on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners casts a vote, it will thereafter be conclusively presumed for all purposes that such owner was acting with the authority and consent of all other owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted but rather, all such votes shall be deemed void.

Section 6. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, make provision for regular and special meetings of members, and set the quorum requirements for meetings of the members.

THIS IS NOT AN  
ARTICLE IV  
CORPORATE EXISTENCE  
The Association shall have perpetual existence.  
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ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Kathy C. Harter	10235 West Sample Road Coral Springs, Florida 33065
E. Ruth Smith	10235 West Sample Road Coral Springs, Florida 33065
Marlene Schragar	10235 West Sample Road Coral Springs, Florida 33065

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided in the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors (other than the initial directors) shall be members of the Association, or shall be authorized representatives, officers or employees of the Developer, or corporation members of the Association. The election of directors shall be by voting as provided in accordance with the By-Laws.

Section 4. Duration of Office. Persons elected to the Board of Directors shall hold office until the next succeeding annual meeting of members and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

#### ARTICLE VI

##### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may not hold more than one office, except for the offices of Secretary and Treasurer.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be directors, other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may appoint an individual to fill such vacancy until the next election of directors.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors, and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Kathy C. Harter	10235 West Sample Road Coral Springs, Florida 33065
Vice President	E. Ruth Smith	10235 West Sample Road Coral Springs, Florida 33065
Secretary/Treasurer	Marlene Schragger	10235 West Sample Road Coral Springs, Florida 33065

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#### ARTICLE VII

##### BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

#### ARTICLE VIII

##### AMENDMENTS

Section 1. Manner of Amendment. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by the same vote of the membership as required to amend the By-Laws, provided that no amendment shall be effective which would affect the rights of the Class B Member without the approval of such member.

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

ARTICLE IX

SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Morris J. Watsky	700 N. W. 107 Avenue Miami, Florida 33172

ARTICLE X

INDEMNIFICATION

Section 10.1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 10.2. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees, appellate attorneys' fees and court costs) reasonably incurred by him in connection therewith.

Section 10.3. Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

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

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or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 10.5. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10.6. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI  
INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 700 N. W. 107 Avenue, Miami, Florida 33172, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be MORRIS J. WATSKY.

ARTICLE XII

DISSOLUTION

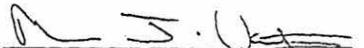
The Association may be dissolved, consistent with the applicable provisions of Florida Statutes, upon petition having the assent given in writing and signed by not less than three-fourths (3/4) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be disposed of in accordance with the Declaration.

ARTICLE XIII

NO STOCK OR DIVIDENDS

There shall be no dividends to any of the members. This Corporation shall not issue shares of stock of any kind or nature whatsoever.

IN WITNESS WHEREOF, the said subscriber has hereunto set his hand this 25th day of September, 1987.

  
MORRIS J. WATSKY

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing Articles of Incorporation were acknowledged before me this 25th day of September, 1987 by MORRIS J. WATSKY.

  
Notary Public, State of Florida  


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 10, 1988  
BOWDED THRU GENERAL TRS. LTD.

BK16903PCD157

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

FILED  
SEP 29 11 08 46  
SECRETARY OF STATE  
MIAMI, FLORIDA

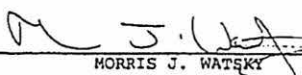
Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That the COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal offices at 700 N.W. 107 Avenue, Miami, Florida 33172 has named MORRIS J. WATSKY, whose office is located at 700 N. W. 107 Avenue, Miami, Florida 33172, as its agent to accept service of process within this State.

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ACKNOWLEDGEMENT

Having been so named to accept service of process of the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
MORRIS J. WATSKY

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AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC.

The undersigned, President and Secretary of COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as "Corporation"), do hereby certify that the following amendment to the Articles of Incorporation of Country Creek Homeowners Association, Inc. was duly proposed, approved and adopted by the Board of Directors of the Corporation and by a unanimous vote of the members of the Association at a Special Meeting thereof, held on August 30, 1988 at 700 N.W. 107 Avenue, Miami, Florida:

Article I of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE I  
NAME

The name of the corporation shall be HAMPSHIRE HOMES IN SUNRISE HOMEOWNERS ASSOCIATION, INC.

Article III, Section 2 of the Articles of Incorporation is hereby amended to read as follows:

Section 2. Classes of Membership. The Association shall have two (2) classes of voting members:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be case with respect to any Lot.

Class B. Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership; or
- (b) on December 31, 1994, or
- (c) earlier, at the option of the Developer.

Article III, Sections 3 and 4 of the Articles of Incorporation are hereby deleted.

Article V of the Articles of Incorporation is hereby amended to read in its entirety, as follows:

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ARTICLE V  
BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall always be an odd number.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Gail P. Keller	700 N. W. 107 Avenue Miami, Florida 33172
Robert C. Simony	700 N. W. 107 Avenue Miami, Florida 33172
Armando J. Goenaga	700 N. W. 107 Avenue Miami, Florida 33172

At the first annual meeting following the cessation of the Class B membership, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years. The Candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two (2) candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter, the members shall elect the appropriate number of directors for a term of three (3) years.

Article VIII of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE VIII  
AMENDMENTS

Proposals for the alteration, amendment or rescision of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes of the membership and so long as there is a Class B membership, the approval of HUD/VA.

Article XIV of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE XIV  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of votes in each class of members, and so long as there is a Class "B" Membership, the approval of HUD/VA. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event

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dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 30th day of August, 1988.

COUNTRY CREEK HOMEOWNERS  
ASSOCIATION, INC.

By: Gail P. Keller  
Gail P. Keller, President

Attest: Armando J. Goenaga  
Armando J. Goenaga, Secretary

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STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared Gail P. Keller and Armando J. Goenaga, President and Secretary, respectively, of Country Creek Homeowners Association, Inc., a Florida corporation not-for-profit, and known to me to be the persons who, as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said Corporation and for and on behalf of the Corporation.

30th IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day of August, 1988.

Janet S. English  
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 10, 1992  
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BY-LAWS  
OF  
HAMPSHIRE HOMES IN SUNRISE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is the HAMPSHIRE HOMES IN SUNRISE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 700 N. W. 107 Avenue, Miami, Florida 33172, but meetings of members and directors may be held at such places within the State of Florida, County of Dade, as may be designated by the Board of Directors.

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ARTICLE II

DEFINITIONS

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of members.

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ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor

EXHIBIT "5"

more than nine (9) persons. The number of Directors on the Board of Directors shall always be an odd number. The first Board of Directors shall have three (3) members, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting following the cessation of the Class B Membership, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years, the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve

from the close of such annual meeting until the date of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall made as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

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### ARTICLE VI

#### MEETINGS OF DIRECTORS

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

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at duly held meetings at which a quorum is present shall be regarded as an act of the Board.

### ARTICLE VII

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Private Drives and Common Open Spaces, and the personal conduct of the members and their guests, thereon and to establish penalties for the infraction thereof;

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- (b) suspend the voting rights of, and the right to the use of, the common facilities of a member during any period in which such member shall be in default in the payment of assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or other such employees as they deem necessary, and to prescribe their duties;
- (f) accept such other functions or duties with respect to, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and
- (g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

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

- (a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as provided in the Declaration, to:
- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Open Space to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

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

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

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

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold

office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

President

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

Vice President

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

Secretary

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

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessments are made and are the person obligation of the member.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HAMPSHIRE HOMES IN SUNRISE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit 1987.

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ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration while either of such entities has an interest, shall have the right to veto any of the above while there is a Class B membership.

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

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ARTICLE XIII

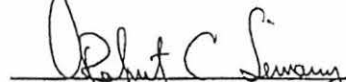
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MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Directors of the HAMPSHIRE HOMES IN SUNRISE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 20th day of October, 1988.

  
GAIL P. KELLER

  
ROBERT C. SIMONY

  
ARMANDO J. GOENAGR

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

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

84 SOUTH

80-153646

THIS DECLARATION, made on the date hereinafter set forth by OSCAR WIND, as Trustee under Land Trust No. 1979-1, hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of the real property described in Exhibit A ("Real Property") attached hereto and intends to develop thereon a planned unit development to be known by the name 84 SOUTH; and WHEREAS, in order to develop the planned unit development named above and preserve the values and amenities of such development, it is necessary to declare and subject such Real Property to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and assign to a corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Real Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and the provisions of this Declaration shall be a covenant running with the Real Property described in Exhibit A and shall be binding on all parties having any right, title or interest in such Real Property or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the property of each owner thereof. This Declaration of

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THIS INSTRUMENT WAS PREPARED BY:  
JOEL D. KOPELMAN, Attorney at Law  
Abrams, Anton, Robbins, Resnick  
Schneider & Mager, P. A.  
P.O. Box 650  
Hollywood, Florida 33020

-D-1-

Record and return to Abrams, Anton  
Robbins, Resnick, Schneider, & Mager, P.A.  
P. O. Box 650  
Hollywood, Florida 33022

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Covenants and Restrictions for 84 South and the terms and provisions of this Declaration are sometimes referred to as "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions."

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration shall have the following meanings:

1. "Master Association" shall mean and refer to 84 South Property Owners Association, Inc., a Florida corporation not-for-profit whose name appears at the end of this Declaration as "Master Association," and its successors and assigns, and which Corporation's Articles of Incorporation and By-Laws are attached to this Declaration as Exhibits B and C, respectively. The Master Association is the entity responsible for the operation of certain aspects of this planned unit development as hereinafter provided and has the authority to exercise the functions herein provided.

2. "Unit Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit within the Real Property.

3. "Lot" shall mean and refer to the lots in the plats of the Real Property, which plats are now of record in Broward County, Florida, or may be recorded in the future.

4. "Unit" or "Dwelling Unit" shall mean and refer to all or a portion of a building situated upon a Lot or Lots or Tract designed and intended for use and occupancy by a single family. A Lot may contain one or more Units. A Unit may be a single family home, condominium unit, cooperative apartment, rental apartment unit, townhouse or villa.

5. "Common Property" or "Common Properties" shall mean and refer to those tracts designated as Common

Property or Common Properties and dedicated to the Master Association on the plat or plats of the Real Property, as well as such other property, both real and personal, as provided in this Declaration. Common Property or Common Properties may consist of recreation areas, facilities and/or building(s) and improvements, unimproved or improved real property, pumps, dikes, lakes, waterways, canals, parks, grass and/or landscaped areas, jogging paths, bike paths, bulkheads, personal property, streets, street lighting, easements, boat ramps, docks, piers and/or fishing piers, and such other properties which may be designated Common Properties and such other improvements as described in Section 2 of Article III of this Declaration. It is the intention of the Developer to designate portions of the lands on the plats of the Real Property as Common Properties and to convey fee simple title to such Common Property or Common Properties to the Master Association as hereinafter provided. The Master Association shall be responsible to maintain, repair and replace the Common Property or Common Properties as hereinafter provided.

6. "Developer" shall mean OSCAR WIND, as Trustee under Land Trust No. 1979-1, his successors, assigns, personal representatives, heirs or designees.

7. "Board" or "Board of Directors" shall mean the Board of Directors of the Master Association.

8. "Articles" shall mean the Articles of Incorporation of the Master Association.

9. "By-Laws" shall mean the By-Laws of the Master Association.

10. "Declaration" or "Master Declaration" or "Declaration of Covenants and Restrictions" or "Master Declaration of Covenants and Restrictions" or "Covenants and

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Restrictions" shall mean this Declaration of Covenants and Restrictions.

11. "Master Association expenses" or "Association expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Master Association and assessed or to be assessed upon the Lots or Units and the owners thereof.

12. "Occupant" shall mean the person or persons other than the Lot Owner or Unit Owner in possession of the Lot or Unit.

13. "Assessment" shall mean a share of the Master Association expenses required for the payment of the Master Association expenses which from time to time are assessed against the Lots or Units and Lot Owners or Unit Owners.

14. "Surplus" shall mean the excess of all receipts of the Master Association from the Lot Owners and Unit Owners and any other income accruing to the Master Association over and above the amount of the expenses of the Master Association.

15. "Sub-Association" shall mean and refer to a homeowners association(s) and/or condominium association(s) which may also be responsible for the operation of a portion of the Real Property as provided in its Sub-Declaration of Covenants and Restrictions or its Declaration of Condominium and for the maintenance, repair and replacement of certain real or personal property not owned by or leased to the Master Association.

16. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type

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lender. The term "Institutional Mortgage" shall also include the Developer, where the Developer is the holder of a mortgage on a portion of the Real Property.

17. "Tract" or "Parcel" shall mean and refer to and be designated as Tracts or Parcels in the plats of the Real Property which are now of record in Dade County, Florida, or may be recorded in the future, and Tracts or Parcels shall be treated as Lots for the purposes of this Declaration, unless the context requires otherwise.

18. "Architectural Control Committee" shall mean and refer to the committee appointed by the Board of Directors of the Master Association for the purposes set forth in this Declaration of Covenants and Restrictions.

19. An entity related to or affiliated with the Developer shall be deemed to mean an individual or person related to or affiliated with the Developer and includes, but is not limited to, a joint venture, partnership or corporation in which the Developer has an interest.

#### ARTICLE II.

##### LOTS, UNITS, COMMON PROPERTY, COVENANTS, AND RULES AND REGULATIONS

###### 1. NUISANCES.

No obnoxious or offensive activity shall be carried on upon any Lot, Unit or on any portion of the Real Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or to any portion of the Real Property.

###### 2. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on the Real Property at any time either temporarily or permanently, provided, however, that construction sheds or trailers and temporary sales offices or sales trailers used to facilitate the construction and sales of portions of the

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Real Property may be located on the Real Property during active construction upon the Real Property.

3. OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any portion of the Real Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Real Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Real Property.

4. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Real Property, except dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, unless such pets are prohibited to be kept pursuant to other instruments of record in Broward County. Where pets are permitted, such pets shall be kept on a leash at all times while such pet is outdoors. Notwithstanding the foregoing, as to commercial or business zoned property within the Real Property, the restrictions of this Section 4 of Article II shall not apply unless the applicable zoning ordinances prohibit animals, livestock and the like.

5. GARBAGE AND REFUSE DISPOSAL.

No Lot or Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or otherwise shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Broward County, Florida. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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6. WATER SUPPLY.

No individual water supply system shall be permitted on any Lot, except for irrigation purposes only, as long as the water obtained therefrom will not stain walls, landscape or other improvements on a Lot. Lots abutting canals, waterways, or lakes may use such canals, waterways or lakes for a water supply for irrigation purposes only, as long as the water obtained therefrom will not stain walls, landscape or other improvements on a Lot, provided that the Lot Owner or Unit Owner obtains the written approval of the Master Association as to the use of such canals, waterways, or lakes as a water supply, as well as the necessary approvals from all applicable governmental agencies.

7. SEWAGE DISPOSAL.

No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all applicable governmental authorities. Approval of such system as installed shall be obtained from such governmental authorities.

8. DOCKS.

No docks, boathouses or similar structure shall be constructed by any Lot Owner or Unit Owner on any portion of a Lot or on any portion of any lake, canal, or waterway within the Real Property without the prior written approval of the Master Association and the applicable Sub-Association.

9. COMMON PROPERTIES.

There shall be no alteration, addition, or improvement of the Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the

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Master Association or approved and authorized in writing by the Master Association. Notwithstanding the foregoing, the Developer shall have the right to make such improvements to the Common Properties as it determines in its sole discretion as is hereinafter provided in this Declaration.

10. BOATS.

No motorized boats or other watercraft of any type or nature shall be permitted upon any lake, canal or waterway on the Real Property except those used in performing maintenance upon a lake, canal or waterway or their banks or shore and except as may be permitted by the Master Association.

11. EASEMENTS.

Easements for vehicular and pedestrian ingress and egress, access, control, installation, and maintenance of utilities and drainage facilities, shall be reserved as shown on the plat or plats of the Real Property, and such easements shall also be deemed to be granted to the Master Association and its members and their families, guests, servants, invitees, and employees.

12. RULES AND REGULATIONS.

The Board of Directors of the Master Association may from time to time adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, the management and control of the Common Property.

13. CLOTHESLINES.

No clotheslines or similar type structure shall be permitted on any Lot or outside of any Unit on the Real Property.

14. AUXILIARY BUILDINGS OR STRUCTURES.

No auxiliary building or structure or the like which is detached from a Unit or Units constructed upon a

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Lot or Lots by the Developer or his successors, assigns or designees shall be permitted on any Lot or Lots.

15. MOTOR VEHICLES, BOATS, AND BOAT TRAILERS.

No motor vehicles of any type or nature, trailers, recreation vehicles, campers, vans, commercial vehicles, boats, or boat trailers may be parked upon any swale area within the Real Property, except commercial vehicles and the like may be parked briefly for delivery purposes only. No trucks, commercial vehicles, recreation vehicles, campers, vans, boats, or boat trailers shall be parked in any driveway or upon any lot or in any carport, if applicable, provided, however, that same may be kept in a garage upon a lot, if such truck, recreation vehicle, commercial vehicle, trailer, boat, boat trailer, camper, or van fits in said garage and such garage contains a garage door that completely covers the entrance thereto and such garage door is kept closed. The foregoing shall not apply to that portion of the Real Property which bears commercial zoning.

16. LOT OR UNIT.

All Lots and Units shall be maintained in good order and condition.

17. SHORELINES.

Shoreline contours of any lake, canal, or waterway within the Real Property, and seawalls, if any, shall not be changed without the prior written approval of the Board of Directors of the Master Association, and, where applicable, any governmental authority having jurisdiction thereof. No lot shall be increased in size by filling in the waters, if any, which it abuts.

18. ANTENNA.

No exterior radio antenna, television antenna, citizens band antenna or any other antenna of any type or nature shall be permitted on any Lot or on any Unit located

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ARTICLE III.

COMMON PROPERTIES

1. The Developer by the recordation of various plats of the Real Property and by the dedications contained in such plats shall be deemed to have conveyed to the Master Association the Common Properties, if any, dedicated to the Master Association as set forth on such plats. The Developer shall further convey such Common Properties to the Master Association by Quit Claim Deed. Additionally, the Developer shall have the unconditional right to amend this Declaration of Covenants and Restrictions for the purposes of designating Common Properties in addition to those which may be designated on plats of the Real Property now existing or which may be recorded in the future, and such designated Common Properties shall be conveyed by the Developer to the Master Association by Quit Claim Deed. Amendments which are for the purpose of adding common properties need only be executed by the Developer without the joinder nor approval by the Master Association, nor any mortgagee or member of the Master Association, and such Amendments shall be recorded in the Public Records of Broward County, Florida. The Developer's right to designate and add Common Properties shall terminate December 31, 1999. The Developer and the Master Association hereby covenant for themselves, their successors and assigns that said Common Properties shall be subject to and bound by the terms of this Declaration and Exhibits hereto. The use and enjoyment of the Common Properties shall be subject to such rules and regulations relating thereto as are adopted or amended by the Master Association.

2. The Developer hereby reserves the right and the Master Association hereby irrevocably grants Developer the right to construct or make such improvements as the

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thereupon unless the Lot Owner obtains the prior written approval of the Board of Directors of the Master Association, and where applicable, any governmental authority having jurisdiction thereof.

19. BUILDING, LANDSCAPING AND OTHER IMPROVEMENTS AND ZONING REGULATIONS.

All buildings, improvements, and landscaping, where applicable, shall comply with the applicable minimum standards and zoning laws in force at the applicable time, subject to obtaining variances to such standards or zoning. The foregoing also applies to the location of all buildings and improvements, including landscaping of any type, provided, however, prior to any building or improvement being constructed or landscape installed, the written approval of the Association, through the Architectural Control Committee, shall be first obtained, except as hereinafter provided as to the Developer. The term "improvement" as used in this Declaration and Exhibits attached hereto shall mean a building(s) bulkhead, fences, walls, and hedges. It is the intention of the Developer to empower the Association, through the Architectural Control Committee, with the authority to control not only the initial Unit and improvements, landscaping, walls and fences to be constructed on a Lot, but also to control any additional changes or modification of landscaping, walls and fences or additions, changes or modifications of the original Unit and improvements on any Lot, except all Units or buildings constructed by the Developer as well as landscaping, walls and fences installed or constructed by the Developer shall be deemed approved by the Architectural Control Committee. This provision shall be interpreted in its broadest sense, it being the intention of the Developer to permit a Lot Owner or Unit Owner to make alterations,

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changes and modifications within the interior of the original Unit or to change and modify landscaping as to an area that is within the confines of a Unit without requiring consent or approval of the Master Association or the Architectural Control Committee. The Association shall have the power to enact rules and regulations to more specifically define the provisions of this paragraph.

20. WINDOWS AND GLASS DOORS.

No Lot Owner or Unit Owner shall be permitted to place tin foil upon any window or glass doors in or outside of his Unit.

21. RIGHTS OF DEVELOPER.

Notwithstanding any provisions in this Declaration of Covenants and Restrictions to the contrary, including the provisions of this Article II, the Developer shall have the right with respect to the development of the Real Property to construct buildings and units and other improvements, including landscaping on the Real Property described in Exhibit A. The construction of buildings, units and improvements shall be of such type, nature, design, size, shape, height, materials, and location, including the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Developer determines in its sole discretion without obtaining consent and approval of the Master Association or its members, or the Architectural Control Committee; provided, however, that same complies with the applicable building codes and zoning laws in force at that time, subject to obtaining variance to such codes and zoning laws. The Developer shall be entitled to place on a Lot or Lots or Tract(s) temporary construction or sales trailers or other temporary facilities that may be required by the Developer during the construction and sale of Units and other improvements.

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inafter referred to as) a "Voting Member," provided, however, where a single unit is situated on a Lot or more than one Lot, the Unit Owner shall only have one vote in the Master Association for each Lot owned and where there is more than one Unit located on a Lot, the Unit Owner shall have the number of votes equal to the number of Units owned, and further provided the Owner(s) of an unimproved Lot(s) shall be entitled to one vote for each Lot owned. If a Unit or Lot is owned by more than one person, the owners of said Unit or Lot shall designate one of them as the Voting Member, or in the case of a corporate Unit Owner or Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the Master Association. A Lot shall be deemed to be one Unit for the purposes of this Section, provided, however, at such time as the certificate of occupancy or like governmental permit is issued as to the improvements on each Lot, the number of Units on such Lot shall be determinative of the number of votes such Lot Owner shall be entitled to cast. Membership shall be appurtenant to and may not be separated from ownership of a Unit or Lot. Transfer of Unit or Lot ownership either voluntarily or by operation of law, shall terminate membership in the Master Association, and said membership shall thereupon be vested in the transferee.

2. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, until such time as the Developer conveys ninety (90%) percent of the Real Property described in Exhibit A to this Declaration and ninety (90%) percent of all the Lots contained within the existing plats of the Real Property and Lots to be contained within future plats of the Real Property described in Exhibit

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A and conveys ninety (90%) percent of all units which may be constructed on all of such Lots, exclusive of conveyances to entities related to or affiliated with the Developer or conveyances to other Developers, or sooner elects to transfer control to the non-developer members of the Master Association or the 31st day of December, 1999, whichever shall first occur, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Master Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Master Association during the period of such control. During the period of control of the Developer as aforesaid, all members of the Master Association, other than the Developer, shall have a non-voting membership in the Master Association unless the provisions of this sentence are expressly waived in writing by the Developer. Upon the Developer turning over control of the Master Association to the members as provided in this paragraph, the Developer shall have the right to appoint a member to the Board of Directors for as long as the Developer or an entity related to the Developer holds title to a Lot or Unit.

ARTICLE V.

COVENANTS OF MASTER ASSOCIATION AND UNIT OWNERS  
AND LOT OWNERS AS TO MAINTENANCE, TAXES AND OTHER MATTERS

1. Master Association.

The Master Association shall govern, operate, control and manage the Lots, Units and Common Properties within the Real Property pursuant to the terms and provisions of this Declaration and the Master Association's Articles of Incorporation and By-Laws. The Master Association shall at all times pay the Real Property ad valorem taxes and any other taxes on the Common Properties if said taxes are billed to the Master Association as differentiated from being billed to the Unit Owners and Lot Owners and pay

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any governmental liens assessed against the Common Properties. The Master Association shall further have the obligation and responsibility for the hiring of certain personnel and for the maintenance, repair, upkeep and replacement of Common Properties and facilities, if any, and if permitted by the applicable governmental authorities and this Declaration, which may be located thereon and other matters as follows:

(a) Maintain, repair, replace and operate the Common Properties and all improvements constructed thereon or made to the Common Properties by the Developer or Master Association, which Common Property is to remain in a natural state, utilized for recreation purposes, utilized for drainage purposes or other purposes, and pay the real property ad valorem taxes, other taxes and governmental liens assessed against the Common Properties and billed to the Master Association and obtain and pay premiums for public liability insurance as to the Common Properties and obtain and pay the premiums for fire and extended coverage insurance and vandalism and malicious mischief insurance, where applicable, insuring all of the insurable improvements on the Common Properties to the extent determined by the Board of Directors of the Master Association. The aforesaid insurance policies shall be in the name of the Master Association and for the benefit of the Master Association and its members and such other parties as the Master Association determines, provided, however, the Developer shall be a named insured in such insurance policies. The aforesaid insurance policies shall be in such amounts, subject to such conditions, and contain such provisions including deductible provisions as the Board of Directors of the Master Association determines in their sole discretion. The Board of Directors of the Master Association may obtain such other

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type of insurance as they deem advisable. The Common Properties shall be maintained, repaired and replaced, if required, by the Master Association as provided herein and shall be maintained and repaired in first-class condition. Should real property ad valorem taxes or other taxes or governmental liens as to Common Properties be assessed against and billed to Unit Owners or Lot Owners, the Board of Directors of the Master Association shall have the right to determine, in their sole discretion, if the Master Association should pay all or any portion of the tax bill or tax bills for such taxes or liens and such amount as they determine shall be paid by the Master Association shall be levied as a special assessment pursuant to the applicable provisions of this Declaration. The Master Association and its designees are hereby granted a perpetual easement over, through, under and across the Real Property for the sole and exclusive purpose of maintaining, repairing and replacing the Common Properties. The Master Association in addition to maintaining the Common Properties shall pay for all of the cost and expenses of any type or nature as to the Common Properties, including without limitation, expenses, taxes, assessments, insurance premiums, cost of maintenance and repair, and all replacements and undertakings and all other costs applicable thereto.

(c) Should the Developer in his sole discretion decide to construct a sign or signs identifying the 84 South Development on a portion(s) of the Common Properties, the Master Association shall maintain and repair such sign in a first class condition and shall repair and replace such sign as may be required.

(d) The Developer, at his sole cost and expense, may construct a sign or signs designating the 84 South Development within the Real Property. The sign(s)

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shall be of such size, type, design, color and materials as determined by the Developer and contain such wording as determined by the Developer. The Master Association after the construction of such sign(s) shall be responsible to maintain, repair and replace such sign(s) as required. The Master Association, at its expense, shall maintain, repair and replace any landscaping or sprinkler system, if any, used in conjunction with such sign(s) and the area surrounding the sign(s) and shall pay the cost of water and electricity, if any, incurred in connection with the sign or the landscaping within said sign area. At such time or times as the Developer may determine to construct such sign or signs, it being understood that there is no obligation on Developer to construct such sign(s) the Developer shall amend this Declaration to designate the sign area(s), and such amendment need only be executed by the Developer without the joinder or approval of the Master Association or any other person or entity.

(e) The Master Association shall pay all the costs and expenses for electricity for the street lights which may be constructed and located within the road right-of-ways within the plat or plats of the Real Property. The cost and expense of such electricity shall be paid by the Master Association whether the cost of such electricity shall be billed to the Master Association or to the Developer, and if the Developer should pay such bill, the Master Association shall immediately, upon demand, reimburse the Developer for such sums as is paid by the Developer. Any refunds or rebates for the cost or expense of installation or construction of street lights refunded by Florida Power and Light Company or its successors and assigns, shall be the sole and exclusive property of the Developer and not the Master Association. The Master Association shall further

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be responsible to maintain and repair such street lights, including replacing the light bulbs located thereon, unless the obligations described in this sentence are performed by and at the expense of Florida Power and Light Company. The determination as to which street lights shall be controlled by and paid for by the Master Association or a Sub-Association(s) shall be made exclusively by the Developer.

(f) Maintain, repair and replace fences, walls, sprinkler systems, including but not limited to pumps, pipes, and sprinkler heads, and landscaping which is installed for the purpose of enhancing the beauty of the 84 South Development but which fences, walls, sprinkler systems or landscaping may be located within a road right-of-way owned by a governmental authority. The foregoing includes paying the cost of water for such sprinkler systems, where applicable, and the electricity used in connection with the pumps which are part of such sprinkler systems, where applicable. It is understood that should the applicable governmental authority or its designee make any repairs within such right-of-ways, and such repairs cause damage to the fences, walls, sprinkler systems or landscaping within such right-of-ways, the cost of the repair and replacement of such fences, walls, landscaping and sprinkler systems shall be borne solely by the Master Association.

The foregoing constitutes the basic and general expenses of the Master Association and said expenses are to be shared on an equal basis as hereinafter provided. It shall be the duty and responsibility of the Master Association, through its Board of Directors to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Master Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws

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of the Master Association. The Board of Directors of the Master Association shall have the power and authority to levy special assessments should they become necessary as determined by the Board in their sole discretion and said special assessments shall be determined, assessed, levied, and payable in the manner determined by the Board as hereinafter provided in this Declaration or the Exhibits hereto. A regular assessment shall be payable in advance on a monthly, quarterly, semi-annual basis or as otherwise determined by the Board of Directors of the Master Association. The Board of Directors of the Master Association shall in its sole discretion determine whether to collect regular and special assessments directly from Unit Owners and Lot Owners or require Sub-Associations to collect regular and special assessments of the Master Association from Lot Owners and Unit Owners and remit the sums collected to the Master Association when and as required by the Board of Directors of the Master Association.

2. SUB-ASSOCIATIONS.

Should the Master Association find that portions of the Real Property under the control of a Sub-Association are not being maintained, repaired or replaced by such Sub-Association as required or that a Sub-Association is not carrying out and performing its duties and obligations pursuant to the applicable recorded Declaration of Covenants and Restrictions or this Declaration, then and in that event occurring, the Master Association shall, but is not obligated, to issue a report to such Sub-Association specifying the deficiencies. Failure of the Sub-Association to thereafter correct such deficiencies within fifteen (15) days of receipt of the report, shall entitle the Master Association, after approval by two-thirds (2/3) vote of the Board of Directors of the Master Association to enter upon

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such portions of the applicable Sub-Association's properties to correct the deficiencies noted in such report and/or to file an action against such Sub-Association in the applicable court for a mandatory injunction, damages and such other relief as the Court may entertain. Should the Master Association file an action in the applicable court it shall be entitled to recover its court costs and reasonable attorneys' fees, including costs and attorneys' fees in any appellate action. The Master Association shall have the right to have such deficiencies corrected through its agents, employees or designees. All sums expended by the Master Association in the correction of such deficiencies shall be assessed to such Sub-Association or directly to the Units or Lots within that portion of the Real Property in control of or operated by such Sub-Association and such assessment shall be deemed a special assessment and such special assessment shall be a lien upon said Units or Lots with the same force and effect as the liens on Lots or Units for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Master Association, and the Master Association shall be entitled to foreclose such liens. As long as such special assessments are unpaid, they shall accrue interest at the rate of ten (10%) percent per annum, and in the event of foreclosure, the Master Association shall be entitled to recover its court costs, reasonable attorneys' fees and costs and attorneys' fees in any appellate action.

ARTICLE VI.

MAINTENANCE OF UNITS AND LOTS AND  
IMPROVEMENTS THEREON AND LANDSCAPING THEREON

In the event a Lot Owner or Unit Owner of a Lot or Unit shall fail to maintain the Lot or improvements thereon and the landscaping thereon or Unit, as required by this Declaration and the applicable Sub-Association, if any,

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fails to take the necessary action to correct such failure pursuant to its right, if any, to take such action, the Master Association after approval by two-thirds (2/3) vote of the Board of Directors of the Master Association and after fifteen (15) days written notice to the applicable Sub-Association, if any, Lot Owner or Unit Owner, shall have the right, but not the obligation, through its agents, employees, or designees, to enter upon said Lot or Unit and to repair, maintain, and restore the Lot and improvements thereon and landscaping thereon or Unit to the state required by this Declaration. The sums expended by the Master Association to repair, maintain, and restore a Lot and improvements thereon or Unit thereon shall be added to and become part of the assessment to which such Lot or Unit, as applicable, is subject and said cost shall be a lien upon said Lot or Unit, as applicable, with the same force and effect as the liens on Lots or Units for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Master Association, and such lien shall be entitled to be foreclosed as elsewhere provided in this Declaration. In addition to the foregoing, the Master Association, after approval by two-thirds (2/3) vote of the Board of Directors of the Association, shall have the right to file an action against the applicable lot owners for mandatory injunctions, damages and such other relief as the court may entertain. Should the Master Association file an action in the applicable court, it shall be entitled to recover its court costs and attorneys' fees, including court costs and attorneys' fees in any appellant action.

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ARTICLE VII.

COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

The Developer, as owner of the Real Property described in Exhibit A, to secure the Master Association in the payment of all assessments of any type or nature for Master Association expenses hereby gives and grants unto the Master Association a lien against all Lots and Units thereon and Units for their applicable share of the assessments due the Master Association, it being understood and agreed that one of the reasons the Developer has executed this Declaration is for the purpose of making all assessments due the Master Association under this Declaration a lien against all Lots and Units thereon and Units within the plat or plats of the Real Property described in Exhibit A (which plats are now recorded or may be recorded in the future) for their applicable share of all of the assessments to the Master Association. The lien herein granted shall commence upon the recording of this Declaration in the Public Records of Broward County, Florida. The Developer for each Lot or Unit owned by it, and each owner of any Lot or Unit, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Master Association: (1) annual assessment or charges, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the Lots and Units thereon and Units and shall be a continuing lien thereon against which each such assessment is made. Each such assessment, together

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with interest, late charges, costs, and reasonable attorneys' fees shall also be the personal obligation of the person (or persons) who was the owner of such Lot and Units thereon or Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Master Association shall be for the purpose as defined and set forth in this Declaration of Covenants and Restrictions and for such other purposes as the Board of Directors of the Master Association determines.

3. ANNUAL ASSESSMENTS.

The Board of Directors of the Master Association shall fix and determine from time to time the sum of sums necessary and adequate to pay for the expenses of the Master Association. The expenses of the Master Association are those expenses as set forth in this Declaration of Covenants and Restrictions and such other expenses as are determined by the Board. The annual assessment for regular expenses shall be determined by the Board based upon an estimated annual budget, which may be prepared and adopted by the Board of Directors prior to the commencement of the applicable calendar year. Should the Board of Directors fail to adopt a budget for a particular calendar year as required, the budget for the year preceding such calendar year shall continue in force; provided, however, the Board of Directors shall have the right to adopt a budget for a calendar year after commencement of the applicable calendar year. The association shall be on a calendar year basis beginning with the calendar year in which this Declaration is recorded in the Public Records of Broward County, Florida. Assessments shall be payable monthly, quarterly, semi-annually or annually.

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or at such other time as determined by the Board, in advance as determined by the Board, and shall be due on the first day of the applicable period, in advance, unless otherwise ordered by the Board. Expenses shall be shared by all Units within the Real Property on an equal basis. Each Unit shall commence sharing its share of the Master Association expenses commencing with the day title to the Unit or Lot or Lots on which such Unit(s) is located is conveyed by deed of conveyance from the Developer or any entity related to or affiliated with the Developer to the first grantee thereof.

~~A conveyance by the Developer to a related or affiliated entity shall not be deemed a conveyance to the first grantee as provided in the preceding sentence. Notwithstanding the foregoing, where the Developer conveys an unimproved Lot or Lots to a person or entity not related to or affiliated with the Developer, such Lot or Lots shall commence sharing their share of the Master Association expenses commencing with the day title to the Lot or Lots is conveyed, provided, however, an unimproved Lot shall be deemed for purposes of assessments to be one Unit and at such time as said Lot is improved and receives a certificate of occupancy or similar permit from the applicable governmental authority, the assessment due shall be based upon the number of Units on said Lot or Lots. Notwithstanding the foregoing, where the Developer conveys property that is not platted to the first grantee thereof which is not an entity related to or affiliated with the Developer, the unplatted property shall commence sharing its share of the Master Association expenses commencing with the day title to the unplatted property is conveyed, provided, however, unplatted property shall be deemed for purposes of assessments to be four Units for every acre of unplatted property and at such time as said unplatted property is platted into Lots, the unimproved Lots~~

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shall be treated as one Unit for purposes of assessments and at such time as the unimproved Lot or Lots is improved and receives a Certificate of Occupancy or similar permit from the applicable governmental authority, the assessment due from such Lot or Lots shall be based upon the number of Units on said Lot or Lots. Where the Developer or an entity related to or affiliated with the Developer constructs Units on a portion of the Real Property and rents such Units, the Units shall commence paying their share of the assessments of the Master Association at such time as the building or structure receives a certificate of occupancy or like governmental permit from the applicable governmental authority.

Notwithstanding anything in this Declaration or the Exhibits attached hereto to the contrary, as to any Lot(s), Tract(s) or Parcel(s) purchased by T.I.C. Investors, Inc., a Florida corporation, its successors and assigns (collectively hereinafter referred to as T.I.C.) (in this paragraph the term "successors and assigns" means a person or entity who purchases Lot(s), Tract(s) or Parcel(s) directly from T.I.C. Investors, Inc. and purchasers from such successors and assigns) within the real property legally described in Exhibit D hereto, T.I.C., as to Units constructed on such real property as described in Exhibit D, shall not pay more than Ten (\$10.00) Dollars per unit per month for regular annual and special assessments during the period commencing with the day title to a lot, tract or parcel is conveyed by Deed from the Developer to T.I.C. and ending the day prior to the sixth anniversary of such conveyance. From the date of the sixth anniversary of the conveyance referred to in the preceding sentence and ending on the day prior to the tenth anniversary of such conveyance, T.I.C. shall not pay more than Fifteen (\$15.00) Dollars per unit per month for regular annual and special assessments.

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Thereafter T.I.C. shall pay regular annual assessments and special assessments, if any, on the same basis as all other Lot Owners or Unit Owners.

Notwithstanding anything in this Declaration, the Exhibits attached hereto or the preceding paragraph in this Section 3 to the contrary, T.I.C. Investors, Inc., a Florida corporation, its successors and assigns, as to any Lot(s), Tract(s) or Parcel(s) purchased by it within the real property described in Exhibit D to this Declaration shall not pay any regular annual assessments or special assessments as to the applicable Unit, Lot, Tract or Parcel until the date on which T.I.C. first leases or conveys by Deed, Agreement for Deed or otherwise, such Lot, Tract or Parcel to the first lessee or grantee thereof and the applicable Unit(s) thereon has received a temporary or permanent Certificate of Occupancy or like permit from the applicable governmental authority; provided, however, the limitation as to the commencement of the regular annual assessments or special assessments as provided in this sentence, shall terminate on the fifth anniversary of the first conveyance by Deed of a lot, tract or parcel from the Developer to T.I.C., at which time subject to the provisions of the preceding paragraph, regular annual assessments and special assessments, if any, shall commence as provided in this Declaration and Exhibits attached hereto. As used in this paragraph, the phrase or terms "successors or assigns" of T.I.C. Investors, Inc. shall be deemed to mean only persons or entities engaged in the residential construction industry who purchase, acquire or joint venture Lot(s), Tract(s) or Parcel(s) from or with T.I.C. Investors, Inc. for the purpose of constructing Units (as the term "Unit" is defined in this Declaration) thereon.

As to that portion of a financial deficit of the Association which may be created as a result of the limi-

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tation on the payment of regular annual assessments or special assessments (as provided in the two preceding paragraphs) by T.I.C. to the Association, the Developer shall be responsible for the portion of the Association expenses creating such deficit. The obligation of the Developer to pay the deficit, if any, specified herein shall only occur during the period of time that the payment of regular annual assessments and special assessments by T.I.C. has been limited as provided above in the two preceding paragraphs.

Notwithstanding anything in this Declaration or Exhibits attached hereto to the contrary, commencing on the tenth anniversary of the first conveyance by Deed of a lot, tract or parcel from the Developer to T.I.C., the Developer shall commence paying his share of the regular annual assessments and special assessments, if any, as to the property owned by the Developer within the Real Property, and which assessments are for the purpose of paying Master Association expenses, subject to the provisions of this Declaration as to unimproved Lots and unplatted property as set forth in the first paragraph of this Section 3 (entitled "Annual Assessments") of this Article VII, except Developer shall not pay regular annual assessments or special assessments as to that portion of the Real Property owned by Developer which is designated as lakes, roads, buffers or park club on the site plan approved by Broward County, Florida.

Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, the Developer, except as provided in the preceding paragraph, shall not pay any regular annual assessments or special assessments on account of any unimproved real property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A.

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4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Master Association may levy in any assessment year a special assessment applicable to that or the previous years for such purposes as are determined by the Board of Directors. This section relates to special assessments as opposed to regular annual assessments. Special assessments shall be shared equally by each Unit and it shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure in details for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Master Association. Notwithstanding the foregoing, certain special assessments may be charged against certain Units and Unit Owners and in differing amounts pursuant to Articles V and VI of this Declaration.

Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, the Developer, except as provided in Section 3 of this Article VII, shall not pay any regular annual assessments or special assessments on account of any unimproved real property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A.

5. DUTIES OF THE BOARD OF DIRECTORS.

The duties of the Board of Directors of the Master Association is to fix and determine the regular annual assessments and special assessments of the Master Association and those duties as are specifically provided for in this Declaration and in the Master Association's By-Laws and Articles of Incorporation.

The Master Association shall upon demand at reasonable times furnish to any Unit Owner or Lot Owner liable for said assessments a certificate in writing by an officer of the Master Association, setting forth whether

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assessments have been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid. There shall be a charge for each certificate as to payment of assessments after the first certificate request in each calendar year, and such charge shall be as determined by the Board of Directors of the Master Association.

6. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

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If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with a late charge and such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the applicable Unit or Lot which shall bind such Unit or Lot in the hands of the then Unit Owner or Lot Owner, his heirs, devisees, personal representatives, successors and assigns and shall also be the personal obligation of the Lot Owner or Unit Owner. The personal obligation of the then Unit Owner or Lot Owner to pay such assessment, however, shall remain a personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date at the rate of ten (10%) percent per annum and there shall also be due and payable, as to such assessment, a late charge in the amount of \$25.00 per monthly assessment or portion thereof past due and costs and attorneys' fees incurred in collecting such assessment and the Master Association may bring an action at law against the Unit Owner or Lot Owner personally obligated to pay the same or to foreclose a lien against the Unit or Lot, and there shall be

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added to the amount of such assessment a reasonable attorney's fee and costs incurred in collecting such assessment, and in the event that judgment is obtained, such judgment shall include interest on the assessment and late charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action, including attorneys' fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed.

7. SUBORDINATION OF THE LIEN TO MORTGAGES.

A lien assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens in favor of an Institutional Mortgagee which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots or Units encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of a Unit or Lot, pursuant to the decree of foreclosure or where the mortgagee takes a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such decree or deed in lieu of foreclosure. Such sale or transfer shall not relieve such Unit or Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall, sign, landscape or other structure shall be commenced, erected or maintained upon the Real Property, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of

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external design and location in relation to surrounding structures and topography by (a) the Architectural Control Committee, and (2) the appropriate governmental authority. Each request for approval shall be accompanied by such fee as determined by the Board of Directors of the Master Association, and such fee shall be made payable to the Master Association. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not

be required and this Article will be deemed to have been fully complied with. All requests for approval hereunder shall be mailed or delivered to:

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84 SOUTH ARCHITECTURAL CONTROL COMMITTEE  
2500 North Federal Highway  
Fort Lauderdale, Florida 33305

or such other address as shall from time to time be on file with the Master Association for such committee.

The Architectural Control Committee shall be composed of a minimum of three persons who are members of the Master Association; provided, however, such persons need not be members of the Master Association, as long as the Developer is entitled to appoint Members of the Architectural Control Committee.

The provisions of this Article shall not apply to the Developer, its successors and assigns, nor any entity related to or affiliated with the Developer, nor shall the provisions of this Article apply to any property within the Real Property which is zoned or designated for commercial or business use. Notwithstanding anything to the contrary herein or in the Articles of Incorporation and By-Laws of the Master Association, Developer shall have the right to appoint the members of the Architectural Control Committee as long as the Developer remains the owner of any Lot or Tract within the Property.

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ARTICLE IX

GENERAL PROVISIONS

1. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Real Property described in Exhibit A, and shall inure to the benefit of and be enforceable by the Developer, Master Association or the Unit Owner or Lot Owner of any Unit or Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Public Records of Broward County, Florida, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, subject to Article XIV of the Articles of Incorporation of the Master Association, this Declaration is terminated at the end of such initial twenty (20) year period or prior to a successive ten (10) year period at a special meeting of the membership of the Master Association held not less than five (5) years prior to the end of the initial term of twenty (20) years or not less than five (5) years prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than eighty-five (85%) percent of the Voting Members and an instrument to this effect shall be recorded in the Public Records of Broward County, Florida.

2. AMENDMENT.

Subject to Developer's rights as set forth in Section 2 of Article IV of this Declaration, this Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than sixty (60%) percent of the Voting Members, provided, however, the Developer during such time as it has the right to elect and/or appoint the Board of Directors shall have the right to amend

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this Declaration and Exhibits hereto without the approval or joinder of the members of the Master Association, the Board of the Master Association, or any mortgagee, institutional or otherwise; however, no amendment shall change a Unit's proportionate share of Master Association expenses or the provisions of Article IV of this Declaration unless the record owners of the applicable Unit or Lot join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagee or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. Any amendment must be recorded in the Public Records of Broward County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Developer until December 31, 1999, unless said requirement is terminated in writing by the Developer prior thereto. Notwithstanding the foregoing, any amendment which would affect the surface water management system, including the water management portions of the Common Properties, must have the prior approval of the South Florida Water Management District.

3. ANNEXATION.

Additional real property and Common Properties may be annexed to the Real Property by the Developer, without the consent or joinder by the Master Association, members of the Master Association or any other person whomsoever, including but not limited to any mortgagee, institutional or otherwise. Should the Developer determine in its sole discretion to annex property or Common Properties, the annexation shall be evidenced by an amendment to this Declaration of Covenants and Restrictions, and such amendment shall be recorded in the Public Records of Broward County,

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Florida. The Developer's right to annex real property or Common Properties shall terminate on December 31, 1999.

4. NOTICES.

Any notice required to be sent to any Unit Owner or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Unit Owner or Lot Owner on the records of the Association at the time of such mailing. The term Unit Owner or Lot Owner as used herein shall also mean Master Association member.

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5. ENFORCEMENT.  
The Developer, Master Association or any Unit Owner or Lot Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation of the covenant(s) or restriction(s) or to recover damages, and against the applicable Unit or Lot to enforce any lien created by these covenants; and failure by the Master Association or any Unit Owner or Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or to enforce any lien created by these covenants and restrictions the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

6. SEVERABILITY.

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

1118919 PAGE 97

7. ADDITIONAL DEFINITION.

The terms "section" and "paragraph" where used in this Declaration and the Master Association's By-Laws and Articles of Incorporation are synonymous unless the context otherwise requires. The terms "land" and "property" are synonymous unless the context otherwise requires.

8. CAPITAL IMPROVEMENTS.

Notwithstanding anything contained in this Declaration to the contrary, the Master Association shall not make any capital improvements to the Common Properties prior to the 31st day of December, 1999, without the prior written consent of the Developer.

9. BY-LAWS AND ARTICLES OF INCORPORATION.

The Articles of Incorporation and By-Laws of the Master Association are attached to this Declaration and marked Exhibits B and C, respectively.

10. GENDER AND PLURAL.

The use in this Declaration of the male gender shall include the female gender, and the use of the singular shall include the plural and vice versa.

11. COMMERCIAL OR BUSINESS ZONED PROPERTY.

Notwithstanding anything to the contrary in this Declaration, commercial or business zoned property within the Real Property may be assigned a share of the Master Association expenses based on Unit designation as well as membership and voting rights in the Master Association, as determined by the Developer in its sole discretion. For example, a four acre parcel of commercial or business zoned land may be assigned the share of twelve (12) Units. The assignment of such share, if assigned, shall be by an amendment to this Declaration executed solely by the Developer and such amendment shall be recorded when the applicable commercial or business zoned property is improved with a building(s).

118919 MAY 98

12. UNIT DESTRUCTION.

No Unit(s) shall be permitted on any Lot which replaces the original Unit(s) and improvements constructed thereon unless such Unit(s) and improvements are at least of similar size and type as the Unit(s) and improvements destroyed or removed, subject, however, to Article VIII of this Declaration.

13. ENCROACHMENTS.

In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure as originally constructed on any Lot, Tract or the ~~Common Properties~~, it shall be deemed that the owner of such Lot or Tract or the Master Association has granted a perpetual easement to the owner of the adjoining Lot or Tract or the Master Association as the case may be for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water line, sewer line, utility line, sprinkler system, building or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water lines, sewer lines, utility lines, sprinkler system, building or structure if same are constructed in substantial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

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IN WITNESS WHEREOF, the undersigned entities have caused these presents to be signed by their proper officers, and their corporate seals to be affixed, this 14<sup>th</sup> day of May, 1980.

Signed, Sealed and Delivered in the Presence of:

Bernard L. Wind  
Barbara Shapiro

Oscar Wind as trustee (SEAL)  
OSCAR WIND, as Trustee  
under Land Trust No. 1979-1

(DEVELOPER)

REC 8919 MAY 99

84 SOUTH PROPERTY OWNERS  
ASSOCIATION, INC., a Florida  
corporation not-for-profit

Barbara Grubbs  
Oscar Wind

By: Oscar Wind (SEAL)  
Oscar Wind, President  
Attest: Michael B. Wind (SEAL)  
Michael Wind, Secretary  
(ASSOCIATION)

STATE OF <sup>New York</sup> FLORIDA )  
COUNTY OF <sup>New York</sup> BROWARD )

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared OSCAR WIND, as Trustee under Land Trust No. 1979-1, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

**THIS INSTRUMENT IS AN OFFICIAL COPY**

WITNESS my hand and official seal, this 14 day of May, A.D., 1980.

My commission expires:

Janice E. Jaeger  
Notary Public State of Florida  
Notary Public State of New York  
No. 41-4682815  
Qualified in Queens County  
Commission Expires March 30, 1982

STATE OF <sup>New York</sup> FLORIDA )  
COUNTY OF <sup>New York</sup> BROWARD )

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared OSCAR WIND and MICHAEL WIND, known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named 84 SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and severally acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 14 day of May, A.D., 1980.

My commission expires:

Janice E. Jaeger  
Notary Public State of Florida  
Notary Public State of New York  
No. 41-4682815  
Qualified in Queens County  
Commission Expires March 30, 1982

JDK58A:blw

RE 8919 PAGE 100

o INDICATES MARKERS

SCALE: 1" =

LEGAL DESCRIPTION

That portion of Section 4, Township 50 South, Range 40 East, lying South of the proposed right-of-way of Interstate 75, and West of the centerline of a certain canal or drainage ditch, now constructed on said premises, and which canal or drainage ditch extends South from State Road No. 84 and in approximately the center of that part of Section 4, which lies South of the right-of-way of State Road No. 84;

AND;

That portion of Section 9, Township 50 South, Range 40 East, lying West of the proposed right-of-way of Interstate 75, LESS those certain rights of way as shown in NEW RIVER ESTATES SECTION ONE, as recorded in Plat Book 103, Page 28, of the public records of Broward County, Florida;

ALL LESS;

That certain property as described in Schedules A, B, C, and D, attached thereto, and made a part hereof.

Certified correct. Dated at Fort Lauderdale, Florida, this 31st day of March, 1980.

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McLAUGHLIN ENGINEERING CO.

Registered Land Surveyor No. 3336  
State of Florida

8919 PAGE 101

EXHIBIT A TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR 84 SOUTH

"Not Valid Unless Sealed with an embossed Surveyors Seal"

FIELD BOOK No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_

JOB ORDER No. \_\_\_\_\_

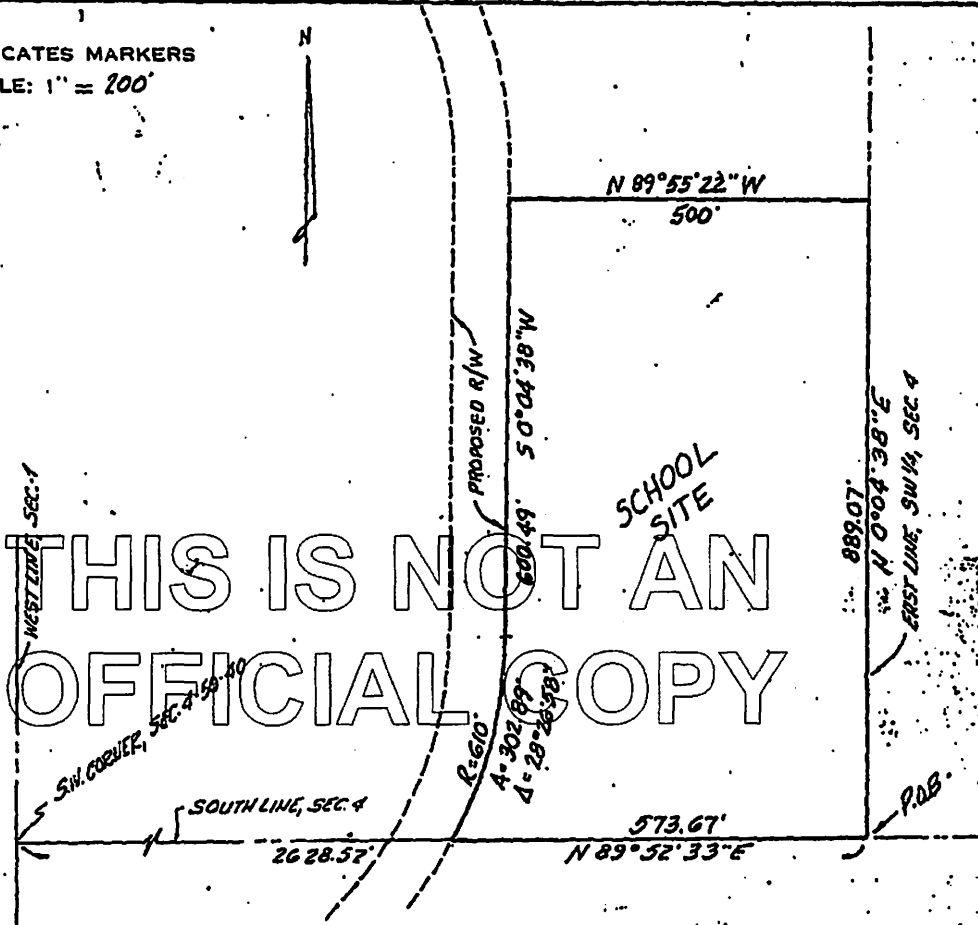
CHECKED BY \_\_\_\_\_

400 N. E. 3RD AVENUE  
FORT LAUDERDALE, FLORIDA

McLAUGHLIN ENGINEERING CO.  
ENGINEERS-SURVEYORS

SCHEDULE A to Exhibit A  
to Declaration

o INDICATES MARKERS  
SCALE: 1" = 200'



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LEGAL DESCRIPTION  
SCHOOL SITE  
NEW RIVER ESTATES

A portion of Section 4, Township 50 South, Range 40 East, more fully described as follows:

Beginning at the Southeast corner of the Southwest one-quarter (SW $\frac{1}{4}$ ) of said Section 4; thence North 0° 04' 38" East, along the East line of the said Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 4, a distance of 889.07 feet; thence North 89° 55' 22" West a distance of 500 feet; thence

South 0° 04' 38" West, along a line 500 feet West of, as measured at right angles, and parallel with the said East line of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 4, a distance of 600.49 feet to a point of curve; thence Southwesterly, along a curve to the right, with a radius of 610 feet and a central angle of 28° 26' 58", an arc distance of 302.89 feet to a point on the South line of said Section 4; thence North 89° 52' 33" East, along the said South line, a distance of 573.67 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida, and containing 10.3746 acres more or less.

Revised 11-10-78

Certified correct. Dated at Fort Lauderdale, Florida, this 10th day of November, 1978.

McLAUGHLIN ENGINEERING CO.

Registered Land Surveyor No. 2021

"Not Valid Unless Sealed with an embossed Surveyors Seal"

FIELD BOOK No. \_\_\_\_\_

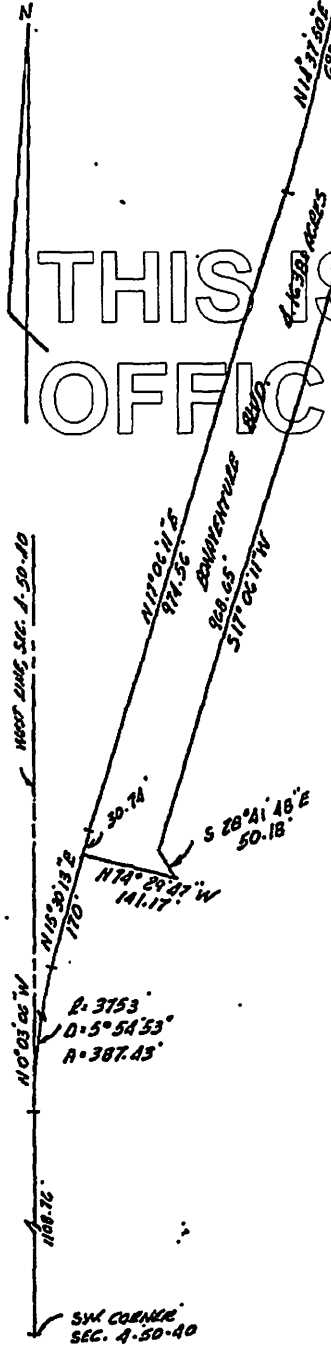
DRAWN BY R.B.

JOB ORDER No. L-1260

CHECKED BY AM

o INDICATES MARKERS

SCALE: 1" = 200'



LEGAL DESCRIPTION  
FUTURE BONAVENTURE BOULEVARD

A portion of Section 4, Township 50 South, Range 40 East, Broward County, Florida, more fully described as follows:

Commencing at the southwest corner of said Section 4; thence North 0° 03' 06" West, along the West line of said Section 4, a distance of 1108.76 feet to a point on a curve; thence Northeasterly, along a curve to the right, whose tangent bears North 9° 35' 20" East, having a radius of 3753 feet (and a central angle of 5° 54' 53"), an arc distance of 387.43 feet to a point of tangency; thence North 15° 30' 13" East, a distance of 170 feet to the Point of Beginning; thence continue North 15° 30' 13" East, a distance of 30.74 feet; thence North 17° 06' 11" East, a distance of 974.56 feet; thence North 14° 37' 50" East, a distance of 698.98 feet to a point on the Southerly right of way line of State Road No. 84; thence South 75° 23' 12" East, along said Southerly right of way line, a distance of 106.00 feet; thence South 14° 37' 50" West, a distance of 701.29 feet; thence South 17° 06' 11" West, a distance of 968.65 feet; thence South 28° 41' 48" East, a distance of 50.18 feet; thence North 74° 29' 47" West, a distance of 141.17 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida, and containing 4.1638 Acres more or less.

Certified correct. Dated At Fort Lauderdale, Florida, this 6th day of August, 1979.

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McLAUGHLIN ENGINEERING CO.  
Registered Professional Engineer No. 2021  
State of Florida

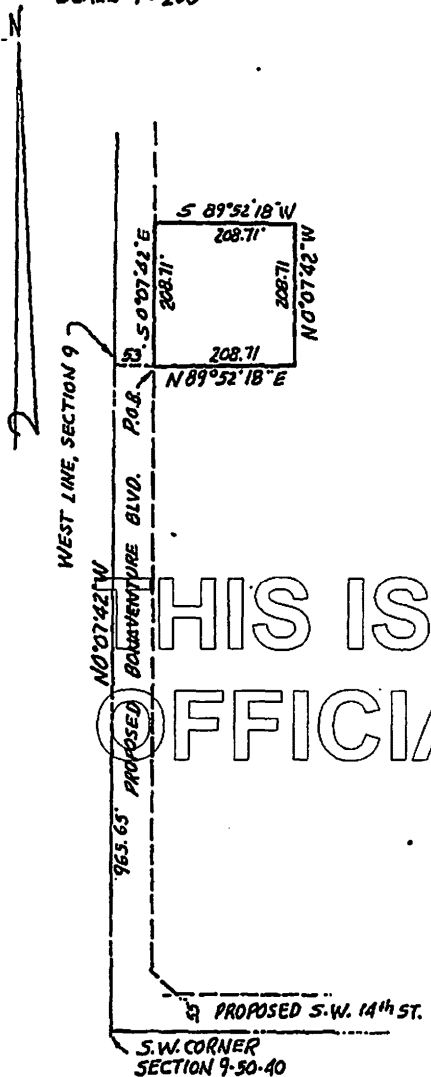
"Not Valid Unless Sealed with an Embossed Surveyors Seal"

FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. L-885B

DRAWN BY Am  
CHECKED BY DFB



SCALE 1"=200'



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**LEGAL DESCRIPTION  
FIRE STATION SITE  
NEW RIVER ESTATES**

A portion of Section 9, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the public records of Dade County, Florida, more fully described as follows:

Commencing at the Southwest corner of said Section 9; thence North 0° 07' 42" West, along the West line of said Section 9, a distance of 965.65 feet; thence North 89° 52' 18" East, a distance of 53 feet to the Point of Beginning; thence continuing North 89° 52' 18" East a distance of 208.71 feet; thence North 0° 07' 42" West a distance of 208.71 feet; thence South 89° 52' 18" West a distance of 208.71 feet; thence South 0° 07' 42" East a distance of 208.71 feet to the Point of Beginning.

Said land situate, lying and being in Broward County, Florida, and containing 1.0000 acres more or less.

Certified correct. Dated at Fort Lauderdale, Florida, this 10th day of November, 1978.  
D.F.B.  
11/10/78

McLAUGHLIN ENGINEERING CO.  
Registered Land Surveyor No. 2021  
State of Florida

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FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. L-1260

DRAWN BY DFB  
CHECKED BY /11/8

A portion of Section 4, Township 50 South, Range 40 East, and a portion of Section 9, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the public records of Dade County, Florida, being all more fully described as follows:

Beginning at the Northwest corner of said Section 9; thence South  $0^{\circ} 07' 42''$  East, along the West line of said Section 9, a distance of 959.79 feet; thence North  $89^{\circ} 52' 18''$  East, a distance of 88 feet; thence North  $45^{\circ} 07' 42''$  West, a distance of 49.50 feet; thence North  $0^{\circ} 07' 42''$  East, along a line 53 feet East of and parallel with the West line of said Section 9, a distance of 924.79 feet to a point on the North line of said Section 9; thence North  $0^{\circ} 03' 06''$  West, along a line 53 feet East of and parallel with the West line of said Section 4, a distance of 480.20 feet to a point of curve; thence Northeasterly, along a curve to the right, with a radius of 3,647 feet and a central angle of  $15^{\circ} 33' 19''$ , an arc distance of 990.13 feet to a point of tangency; thence North  $15^{\circ} 30' 13''$  East, a distance of 55 feet; thence North  $60^{\circ} 30' 13''$  East a distance of 49.50 feet; thence South  $74^{\circ} 29' 47''$  East a distance of 14 feet to a point of curve; thence Easterly, along a curve to the left, with a radius of 1,170 feet and a central angle of  $33^{\circ} 05' 19''$ , an arc distance of 658.36 feet to a point of reverse curve; thence Easterly, along a curve to the right, with a radius of 985 feet and a central angle of  $64^{\circ} 12' 33''$ , an arc distance of 1,103.85 feet to a point of compound curve; thence Southeasterly, along a curve to the right, with a radius of 478 feet and a central angle of  $43^{\circ} 27' 11''$ , an arc distance of 362.51 feet to a point of tangency; thence South  $0^{\circ} 04' 38''$  West, along a line 580 feet West of (as measured at right angles) and parallel with the East line of the Southwest one-quarter (SW 1/4) of said Section 4, a distance of 657.39 feet to a point of curve; thence Southwesterly, along a curve to the right with a radius of 530 feet and a central angle of  $37^{\circ} 40' 59''$ , an arc distance of 348.58 feet to a point of tangency; thence South  $37^{\circ} 45' 37''$  West a distance of 173.26 feet to a point of curve; thence Southerly along a curve to the left, with a radius of 420 feet and a central angle of  $58^{\circ} 45' 42''$ , an arc distance of 430.75 feet to a point of tangency; thence South  $21^{\circ} 00' 05''$  East a distance of 343.48 feet to a point of curve; thence Southeasterly through Southwesterly, along a curve to the right, with a radius of 373.65 feet and a central angle of  $90^{\circ} 52' 23''$ , an arc distance of 592.62 feet to a point of tangency; thence South  $69^{\circ} 52' 18''$  West a distance of 65 feet; thence South  $20^{\circ} 07' 42''$  East a distance of 115 feet; thence North  $24^{\circ} 52' 18''$  East, a distance of 49.50 feet; thence North  $69^{\circ} 52' 18''$  East a distance of 30 feet to a point of curve; thence Northeasterly through Northwesterly, along a curve to the left, with a radius of 453.65 feet and a central angle of  $90^{\circ} 52' 23''$ , an arc distance of 719.50 feet to a point of tangency; thence North  $21^{\circ} 00' 05''$  West a distance of 343.48 feet to a point of curve; thence Northerly, along a curve to the right, with a radius of 340 feet and a central angle of  $58^{\circ} 45' 42''$ , an

(Page One of Two Pages)

McLAUGHLIN ENGINEERS

Registered Land Surveyor  
State of Florida

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8919  
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arc distance of 348.70 feet to a point of tangency; thence North  $37^{\circ} 45' 37''$  East a distance of 173.26 feet to a point of curve; thence Northerly, along a curve to the left, with a radius of 610 feet and a central angle of  $37^{\circ} 40' 59''$ , an arc distance of 401.19 feet to a point of tangency; thence North  $0^{\circ} 04' 38''$  East, along a line 500 feet West of (as measured as right angles) and parallel with the East line of the Southwest one-quarter (SW 1/4) of said Section 4, a distance of 657.39 feet to a point of curve; thence Northwesterly, along a curve to the left, with a radius of 558 feet and a central angle of  $43^{\circ} 27' 11''$ , an arc distance of 423.19 feet to a point of compound curve; thence Northwest-erly through Southwesterly, along a curve to the left, with a radius of 1,065 feet and a central angle of  $64^{\circ} 12' 33''$ , an arc distance of 1193.50 feet to a point of reverse curve; thence Westerly, along a curve to the right, with a radius of 1,060 feet and a central angle of  $33^{\circ} 05' 19''$ , an arc distance of 612.16 feet to a point of tangency; thence North  $74^{\circ} 29' 47''$  West a distance of 155 feet; thence South  $15^{\circ} 30' 13''$  West a distance of 170 feet to a point of curve; thence Southerly, along a curve to the left, with a radius of 3,753 feet and a central angle of  $5^{\circ} 54' 53''$ , an arc distance of 387.43 feet to a point on the West line of said Section 4; thence South  $0^{\circ} 03' 06''$  East, along the said West line, a distance of 1108.76 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida, and containing 13.1145 acres more or less.

Certified correct. Dated at Fort Lauderdale, Florida, this 31st day of March, 1980.

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Sheet 2 of 2 Sheets

McLAUGHLIN ENGINEERS

Registered Land Surveyor No. 2355  
State of Florida

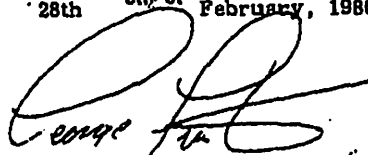
REF 8919 PAGE 106

State of Florida  
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Department of State  
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I certify that the attached is a true and correct copy of the Articles of Incorporation of 84 SOUTH PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 26, 1980, as shown by the records of this office.

The charter number for this corporation is 751246.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
28th day of February, 1980



George Firestone  
Secretary of State



CFR 101 Rev. 5-79

FILE 8919 PAGE 107

FILED

NOV 26 1 05 PM '60

ARTICLES OF INCORPORATION

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida, pursuant to Florida Statute 617 et seq., and hereby certify as follows:

ARTICLE I.

The name of this Corporation shall be:  
84 SOUTH PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II.

The general purpose of this non-profit Corporation shall be as follows: To be the "Association" for the operation of a Planned Unit Development (P.U.D.) known as 84 SOUTH, which is located in Broward County, Florida, and as such Association to operate and administer the planned unit development and carry out the functions and duties of said Association, as set forth in the Declaration of Covenants and Restrictions for 84 SOUTH.

As used herein, the terms "Declaration of Covenants and Restrictions" shall mean the Declaration of Covenants and Restrictions for 84 SOUTH which is to be recorded in the Public Records of Broward County, Florida. As used herein, the word "Corporation" shall be the equivalent of "Association," as defined in the aforesaid Declaration of Covenants and Restrictions. Words and phrases, when used in these Articles, shall have the same definitions as attributed to them in the aforesaid Declaration of Covenants and Restrictions. The word "Subdivision" means the Real Property described in Exhibit A to the Declaration of Covenants and Restrictions, and Amendments thereto, if any.

ARTICLE III.

All persons who are owners of Lots and Units within said subdivision shall automatically be members of

EXHIBIT B TO DECLARATION OF  
COVENANTS + RESTRICTIONS FOR 84 SOUTH

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this Corporation. Such membership shall automatically terminate when such person is no longer the owner of a Lot or Unit. Membership in this Corporation shall be limited to such Lot Owners and Unit Owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Covenants and Restrictions referred to above.

ARTICLE IV.

This Corporation shall have perpetual existence..

ARTICLE V.

The names and residences of the Subscribers as to these Articles of Incorporation are as follows:

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Darcy Wind	2500 North Federal Highway Fort Lauderdale, Florida
Joseph DiBono	381 S.W. 55th Avenue Plantation, Florida
Michael Wind	2500 North Federal Highway Fort Lauderdale, Florida

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3), nor more than the number specified in the By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the directorate, shall be established by the By-Laws.

Section 2. The principal Officers of the Corporation shall be:

President  
Vice-President  
Secretary  
Treasurer

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(the last two officers may be combined), who shall be elected from time to time in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Covenants and Restrictions and By-Laws, are as follows:

President	-	Oscar Wind
Vice-President	-	Joseph DiBono
Secretary-Treasurer	-	Michael wind

ARTICLE VIII.

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The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership subject to the applicable provisions of the By-Laws of this Corporation:

Oscar Wind	2500 North Federal Highway Fort Lauderdale, Florida
Joseph DiBono	381 S.W. 55th Avenue Plantation, Florida
Michael Wind	2500 North Federal Highway Fort Lauderdale, Florida

ARTICLE IX.

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and Declaration of Covenants and Restrictions. No amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed by any member or director and shall be adopted in the same manner as is provided for the amendment of the By-Laws as set forth in Article IX above. Said amendment(s)

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shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the Secretary of State, and all filing fees paid. Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of the Developer, as set forth in the Declaration of Covenants and Restrictions, without the prior written consent to such amendment by the Developer.

Further, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration of Covenants and Restrictions, as the same may be amended from time to time in accordance with the respective provisions thereof.

ARTICLE XI.

This Corporation shall have all of the common law powers and powers set forth in Florida Statute 617.021 and all of the powers granted to it by the Declaration of Covenants and Restrictions. The powers and duties of the Corporation, as provided in the Declaration of Covenants and Restrictions and By-Laws of this Corporation, shall be deemed repeated in this Article XI. Additionally, this Corporation shall maintain, repair, replace and operate any property owned by this Corporation (including, but not limited to any property owned by this Corporation which is required to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes) in accordance with the Planned Unit Development (P.U.D.) requirements of Broward County which are applicable to the Planned Unit Development known as 84 SOUTH, the Declaration

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of Covenants and Restrictions, and in accordance with the terms of and purposes set forth in any dedication or conveyance of property to the Corporation.

ARTICLE XII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation to be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses as determined by the Board of Directors. 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 conforming with its purposes, and upon dissolution or final liquidation, subject to Article XIV hereof, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall not issue shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Covenants and Restrictions and By-Laws. The voting rights of the Lot Owners and Unit Owners shall be as set forth in the Declaration of Covenants and Restrictions and/or By-Laws.

ARTICLE XIII.

The street address of the initial registered office of this Corporation is: 2500 North Federal Highway, Fort Lauderdale, Florida, and the name of the initial Registered Agent of the Corporation at the above address is Oscar Wind.

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ARTICLE XIV

Upon dissolution or final liquidation of the Association, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be maintained and devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be maintained devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of these Articles of Incorporation, the By-Laws of the Association or the Declaration of Covenants and Restrictions, or any amendments to such instruments, if any, or other documents affecting the Common Properties or the Real Property, nor shall any other party under any such deeds, covenants or other documents be deprived of any rights thereunder on account of such disposition.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 20<sup>TH</sup> day of February, 1980.

Signed, sealed and delivered in the presence of:

Joseph H. Smalley  
Paulie Gray  
(As to Oscar Wind)

Oscar Wind (SEAL)  
OSCAR WIND

Cynthia Wickner  
Joseph DiBono  
(As to Joseph DiBono)

Joseph DiBono (SEAL)  
JOSEPH DI BONO

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John T. Pignone  
(As to Michael Wind)

Michael Wind (SEAL)  
MICHAEL WIND

STATE OF FLORIDA )  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared OSCAR WIND, who, after being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation of 84 SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, for the purposes therein expressed.

WITNESS my hand and official seal at the state and county aforesaid, this 19 day of January, 1980.

**THIS IS NOT AN OFFICIAL COPY**  
Michael Wind  
Notary Public  
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT 28 1984  
BONDED THROUGH FEDERAL RESERVE BANK

STATE OF FLORIDA )  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared JOSEPH DI BONO, who, after being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation of 84 SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, for the purposes therein expressed.

WITNESS my hand and official seal at the state and county aforesaid, this 20 day of February, 1980.

Arthur Weidner  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 28, 1984  
BONDED THROUGH FEDERAL RESERVE BANK

STATE OF New York )  
COUNTY OF Nassau )

BEFORE ME, the undersigned authority, personally appeared MICHAEL WIND, who, after being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation of 84 SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, for the purposes therein expressed.

WITNESS my hand and official seal at the state and county aforesaid, this 18 day of July, 1980.

Richard J. Meyer  
Notary Public

My Commission Expires:

JDK5BC:blw

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FILED

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE <sup>FEB 26 1 05 PM '80</sup> NAMED AGENT UPON  
WHOM PROCESS MAY BE SERVED. TALLAHASSEE, FLORIDA

THIS IS NOT AN OFFICIAL COPY  
In pursuance of Chapter 48.091, Florida Statutes,  
the following is submitted, in compliance with said Act:

First--That 84 SOUTH PROPERTY OWNERS ASSOCIATION,  
INC., desiring to organize under the laws of the State of  
Florida with its principal office, as indicated in the  
Articles of Incorporation at City of Fort Lauderdale, County  
of Broward, State of Florida, has named OSCAR WIND located  
at 2500 North Federal Highway, City of Fort Lauderdale,  
County of Broward, State of Florida, as its agent to accept  
service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for  
the above-stated Corporation, at place designated in this  
certificate, I hereby accept to act in this capacity, and  
agree to comply with the provision of said Act relative to  
keeping open said office.

By: *Oscar Wind*  
OSCAR WIND  
(Resident Agent)

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**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR HAMPSHIRE HOMES IN SUNRISE**

Additions indicated by underlining, deletions indicated by -----.

**ARTICLE XI.  
GENERAL PROVISIONS**

Section 8. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the OWNERS of ~~two-thirds (2/3)~~ a majority (50% + 1) or more of the LOTS and thereafter by an instrument signed by the OWNERS of a majority of the LOTS except that so long as there is a class "B" MEMBER, the amendment requires the approval of HUD/VA. Notwithstanding the above, (a) any amendment affecting the maintenance provisions hereof or the lien for such maintenance must be approved by the County Attorney of Broward County, Florida, and (b) the DEVELOPER shall have the right to amend this Declaration without the approval of the OWNERS, the ASSOCIATION, HUD/VA of the Broward County Attorney to annex properties in accordance with Article VII, Section 1 and Section 2 hereof. Any Amendment must be recorded.

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**AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR HAMPSHIRE HOMES IN SUNRISE**

Additions indicated by underlining, deletions indicated by -----.

**ARTICLE X.  
USE RESTRICTIONS**

Section 26. Sales and Leases. No sale or lease of a home shall be valid except as provided for herein.

A. An owner must own his home for one year prior to renting it.

B. No subleasing shall be permitted.

C. Only two people may occupy a bedroom. Therefore, no more than two people may occupy a one bedroom home, no more than four people may occupy a two bedroom home, etc.

D. Should an Owner wish to sell, lease or rent his home, he shall, before accepting any offer to purchase, sell, lease or rent his home, deliver to the Board of Directors, the form application, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, three (3) individual references - local, if possible, the names of all persons who shall reside in the home, and such other information as may be required by the Board of Directors.

All applicants for purchase or lease shall attend a personal interview with the Board of Directors or a Screening Committee prior to the time of final processing of the application for approval by the Board of Directors. Together with the presentation of the fully-completed application package and any other documentation which may be required by the Board of Directors, the applicant shall pay to the Association a transfer fee not to exceed the highest amount allowed by law, per applicant, other than husband/wife, to cover costs incident to the determination of approval. All proposed tenants must submit a common area refundable security deposit in the amount of \$250.00 which will be held in a non interest bearing account.

(1) Approval for Sales and Leases of Units. No sale, lease or conveyance of a home shall be valid without a prior interview with the Board of Directors where the prospective new owners or tenants shall be given the Rules and Regulations for the Association and unless the sale, lease or conveyance receives the prior written approval of the Board of Directors.

(2) Disapprovals. Disapproval may be based on any of the following:

a. The application and information submitted for approval on its face, or subsequent investigation thereof, indicates that the intended transfer or intended occupancy would violate any of the covenants and restrictions applicable to the unit or indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the unit;

b. The person seeking approval has been convicted of the sale or use of illegal substances or prostitution, is a registered sexual offender or is required to be registered as a sexual offender;

c. The person seeking approval has a record of financial irresponsibility including without limitation, prior bankruptcies, foreclosures, untimely payments or bad debts, or has a current income insufficient to meet his or her fiscal responsibilities as a unit owner as reasonably determined by the Board;

d. The person seeking approval takes possession or occupies the premises prior to approval by the Board of Directors as provided herein;

e. The person seeking approval has a history of disruptive behavior, disregard for the rights and property of others or disrespect for this or another Association's Board of Directors "Rules and Regulations" as evidenced by his/her conduct in any social organizations or associations or in this association as tenant, unit owner or occupant;

f. The person seeking approval failed to provide the information, fees or appearances required by the Board to process the application in a timely, adequate manner as determined by the Board;

g. The owner requesting the approval has had fines assessed against him/her that have not been paid; or

h. All assessments and other charges against the unit have not been paid in full;

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If the Association Board of Directors disapproves a prospective transfer, the transaction shall not be made and/or the occupant not authorized to occupy the home. The Board of Directors shall take any legal action necessary to enforce this provision, and the expense, including attorneys' fees, shall become a special assessment against the home.

(3) Unauthorized Transfers of Ownership or Occupancy.

Any sale, lease, or other transfer of ownership, possession or occupancy not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Board of Directors. The Association shall take whatever legal steps necessary to enforce the terms of this Declaration; including but not limited to eviction, forced sale and fines against the owner(s).

BY - LAWS

OF

84 SOUTH PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of 84 SOUTH PROPERTY OWNERS ASSOCIATION, INC.

The Association is a Florida Corporation not-for-profit, organized and existing under the laws of the State of Florida for the purpose of administering the planned unit community to be known as 84 SOUTH, which will be located on land described in Exhibit A to the Declaration of Covenants and Restrictions for 84 SOUTH.

Section 1. The office of the Association shall be at such place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida," the words "Corporation not-for-profit," and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association," as defined in the Declaration of Covenants and Restrictions for 84 SOUTH. All references to "Declaration of Covenants and Restrictions" or "Declaration" as used herein, shall mean the aforesaid Declaration of Covenants and Restrictions for 84 SOUTH. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the aforesaid Declaration of Covenants and Restrictions. As used herein and in the Declaration of Covenants and Restrictions and the other Exhibits, if any, to said Declaration of Covenants and Restrictions, the terms "Board of Directors" and "Board of Administration" are synonymous. The terms "Lot" or "Lot Owner" or "Unit" or "Unit Owner" shall have the same meaning as such terms have in the Declaration of Covenants and Restrictions.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Lots or Units as defined in the Declaration of Covenants and Restrictions above-described. Transfer of Lot or Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If Lot ownership is vested in more than one person, then all of the persons so owning said Lot or Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Lot or Unit shall be cast by the "voting member." If Lot or Unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member."

Section 2. Voting.

(a) The owner(s) of each Lot or Unit shall have no more and no less than one equal vote for each Lot or Unit. If a Lot or Unit Owner owns more than one Lot or

EXHIBIT C TO DECLARATION OF  
COVENANTS + RESTRICTIONS FOR 84 SOUTH

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Unit, he shall be entitled to vote for each Lot or Unit owned. The vote of a Lot or Unit is not divisible. The provisions of this Section (a) shall be deemed modified by the provisions of Paragraphs 1 and 2 of Article IV of the Declaration of Covenants and Restrictions.

(b) Subject to the terms and provisions of the Declaration of Covenants and Restrictions, a majority of the members' total votes shall decide any question, unless the Declaration, these By-Laws or Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in the said Declaration, these By-Laws or Articles of Incorporation shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Lot or Unit is owned by one person, his right to vote shall be established by the recorded title to the Lot or Unit. If a Lot or Unit is owned by more than one (1) person, the person entitled to cast the vote for the Lot or Unit shall be designated in a certificate, signed by all of the recorded Owners of the Lot or Unit and filed with the Secretary of the Association. If a Lot or Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Lot or Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or vice-president, attested to by the secretary or assistant secretary of the corporation, and filed with the secretary of the association. The person designated in such certificate who is entitled to cast the vote for a Lot or Unit shall be known as the "voting member." If such a certificate is not on file with the Secretary of the Association for a Lot or Unit owned by more than one person or by a corporation, the vote of the Lot or Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot or Unit, except if said Lot or Unit is owned by a husband and wife. Such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot or Unit concerned takes place. The provisions of this Section 5 are modified by the provisions of Paragraphs 1 and 2 of Article IV of the Declaration of Covenants and Restrictions. If a Lot or Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but shall not be required to, designate a voting member.

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(b) If they do not designate a voting member, and 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. (As previously provided, the vote of a Lot or Unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Lot or Unit vote, just as though he or she owned the Lot or Unit individually and without establishing the concurrence of the absent person.

**ARTICLE III. MEETING OF THE MEMBERSHIP**

**Section 1. Place.** All meetings of the Association and membership shall be held in Broward County, Florida, at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

**Section 2. Notices.** It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Lot Owner of record at least fourteen (14), but not more than thirty (30) days prior to such meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the Lot Owner or Unit Owner as it appears on the books of the Association.

**Section 3. Annual Meeting.** The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year, at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members, subject to the rights of the Developer shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

**Section 4. Special Meeting.** Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof. At any special meeting of the membership at which a member or members to the Board of Directors are elected, the members shall elect such Directors by plurality voting (cumulative voting prohibited).

**Section 5. Waiver and Consent.** Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than seventy-five (75%) percent of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice

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of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Lot Owner or Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members, provided, however, that where a Lot or Unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV. DIRECTORS

Section 1. Number, Term and Qualifications. Subject to the terms and provisions of the Declaration of Covenants and Restrictions, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than twenty-five (25) persons, as is determined from time to time by the members. All officers of a Corporate Lot Owner or Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be members of the Association; provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members. Notwithstanding the provisions of these By-Laws, until such time as the Developer conveys to others ninety (90%) percent of the Real Property described in Exhibit A to the Declaration of Covenants and Restrictions and ninety (90%) percent of all the Lots contained within the existing plat(s) of the Real Property and ninety (90%) percent of all the Lots to be contained within future plats of the Real Property and conveys ninety (90%) percent of all units which may be constructed upon all of such Lots exclusive of conveyances to entities or persons related to or affiliated with the Developer or other developers, or sooner elects to transfer control to the members of the Association, or the 31st day of December, 1999, whichever shall first occur, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of such control, as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless this provision is expressly waived in writing by the Developer. Upon the Developer turning over control of the Association to the members as provided herein, the Developer shall have the right to appoint a member to the Board of Directors for as long as the Developer or an entity related to or affiliated with the Developer holds title to a Lot or Unit within the Real Property described in Exhibit A to the Declaration of Covenants and Restrictions. Upon the Developer turning over control of the Association as pro-

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vided above, the members and the Developer shall fix the number and elect the Board members as provided in Article IV.2 of the Declaration of Covenants and Restrictions.

Section 2. First Board of Directors.

(a) The first Board of Directors of the Association who shall hold office and serve until the first annual meeting of members, and until their successors have been elected by plurality vote (cumulative voting prohibited) and qualified, shall consist of the following:

Oscar Wind

Joseph DiBono

Michael Wind

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors. Subject to Section 1 above, at any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his Lot or Unit by a Director shall automatically constitute a resignation,

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effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. Notwithstanding the foregoing, Directors appointed or elected by the Developer need not be a Lot Owner, Unit Owner or member of the Association.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose(s) of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Compensation. The Directors' fee, if any, shall be determined by the voting members.

Section 11. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Covenants and Restrictions, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Lot Owners. These powers shall specifically include, but shall not be limited to the following:

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(a) To exercise all common law and statutory powers and all powers specifically set forth in the Declaration of Covenants and Restrictions, this Association's Articles of Incorporation, in these By-Laws, and all powers incidental thereto.

(b) To make assessments for the purposes set forth in the Declaration of Covenants and Restrictions (including but not limited to the hiring of personnel, taxes, maintenance, repair, upkeep, replacement and insurance for Common Properties), collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association which include but are not limited to maintaining, repairing, replacing the Common Properties and other property of the Association; the power to assess; file liens; foreclose liens; hire personnel; and do all things permitted by the Declaration of Covenants and Restrictions.

~~(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Common Properties, including the right and power to employ attorneys, accountants, lawyers, contractors, and other professionals, as the need arises.~~

~~(d) To make and amend rules and regulations as set forth in the Declaration of Covenants and Restrictions.~~

(e) To contract for the management of the Common Properties and other property of the Association and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration or applicable Florida Statutes to have approval of the Board of Directors or membership of the Association.

(f) The further improvement of the Common Properties, both real and personal, subject to the provisions of the Declaration of Covenants and Restrictions, this Association's Articles of Incorporation, and these By-Laws.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association and such committee(s) may consist of only members of the Board of Directors. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

(h) To maintain, repair, replace and operate property of the Association, both real and personal, utilized for drainage purposes and other common properties in accordance with the Planned Unit Development ("PUD") requirements of Broward County, Florida which are applicable to the Planned Unit Development known as 84 South in accordance with the Declaration of Covenants and Restrictions.

**ARTICLE V. OFFICERS**

**Section 1. Elective Officers.** The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be

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elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President shall be a member of the Board of Directors.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the membership and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice-President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of the membership; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Lot or Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Direc-

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tors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI. FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Board of Directors shall determine whether to bond the Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds, and if bonded, the amount of such bond shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Fiscal or Calendar Year. The Association shall be on a calendar year basis beginning with the calendar year in which the Declaration of Covenants and Restrictions is recorded in the Public Records of Broward County, Florida. Notwithstanding the foregoing, the Board of Directors is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable. Notwithstanding the foregoing, the Board of Directors may not change the calendar year for the Association, as hereinbefore provided, without the approval of all of the members of the Board of Directors that are elected or designated by the Developer; and when the Developer is no longer entitled to elect a member of the Board of Directors, said Board of Directors may not change from the calendar year for the Association, as hereinbefore provided, without the approval of the Developer until December 31, 1999. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws as to the requirement of one annual meeting in each calendar year, as set forth therein.

Section 4. Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums

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necessary and adequate to pay for the expenses of the Association. Association expenses shall include, but not be limited to, those expenses as set forth in Article V of the Declaration of Covenants and Restrictions, the costs of carrying out the powers and duties of the Association, and such other expenses as are determined by the Board of Directors and as provided in the Declaration of Covenants and Restrictions. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to maintain and repair areas as provided in the Declaration of Covenants and Restrictions subject to the provisions of Article V of the Declaration. Funds for the payment of Association expenses shall be assessed against the Lots and Units on an equal basis as provided in the Declaration. Said assessments shall be payable in advance on a monthly, bi-monthly or quarterly basis, as determined by the Board of Directors, and shall be due on the first day of the applicable period in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Lot Owner or Unit Owner a statement of said Lot's or Unit's and assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each calendar year pursuant to Section 3 of Article VII of the Declaration of Covenants and Restrictions.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All assessment payments by a Lot Owner or Unit Owner shall be applied as to interest, delinquencies, costs, late charges, and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Covenants and Restrictions, and general or special assessments, in such manner and amounts as the Board of Directors determine in its sole discretion.

Section 6. Application of Assessment Installments Upon Default. If a Lot or Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the calendar year upon notice thereof to the Lot or Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Lot or Unit Owner.

Section 7. An audit of the accounts of the Association shall be made annually commencing with the calendar year after the year in which the first annual meeting takes place, as provided for in Article III, Section 3, of these By-Laws. Said audit shall not be required to be certified but shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be

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available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than four (4) months after the end of the year for which the report is made. Notwithstanding the foregoing, until such time as the Developer is required to turn over majority control of the Board of Directors pursuant to Section 1 of Article IV of these By-Laws, the Board of Directors is only required to render an unaudited financial statement for each calendar year, and said statement shall be made available to the members of the Association and during this time, the Board of Directors shall cause a continual internal audit of accounts of the Association to be performed; however, no independent or external audit by an accountant or other parties is required during said time. However, the Board of Directors, in its sole discretion, may cause an audit of the accounts of the Association to be made by an accountant during the period wherein same is not required, as herein provided.

ARTICLE VII COMPLIANCE AND DEFAULT

**Section 1. Violations.** In the event of a violation (other than the non-payment of an assessment) by a Lot Owner or Unit Owner of any of the provisions of the Declaration of Covenants and Restrictions or these By-Laws, the Association, by direction of its Board of Directors, may notify the Lot or Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration or of the By-Laws, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Lot and Unit Owners;

(b) An action in equity to enforce performance on the part of the Lot or Unit Owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the Court that the violation complained of is willful and deliberate, the Lot or Unit Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Lot or Unit Owner, sent to the Board of Directors, shall authorize any Lot or Unit Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Lot and Unit Owner as a specific item which shall be a lien against said Lot or Unit with the same force and effect as if the charge were a part of the Association Expenses.

**Section 2. Negligence or Carelessness of Lot Owner or Unit Owner.** All owners of a Lot or Unit shall be

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liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or Unit, or their appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Lot or Unit Owner as a specific item, which shall be a lien against said Lot or Unit with the same force and effect as if the charge were a part of the Association expenses.

**Section 3. Costs and Attorneys' Fees.** In any proceeding arising because of an alleged default by a Lot or Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including costs and reasonable attorneys' fees on appeal, as may be determined by the court.

**Section 4. No Waiver of Rights.** The failure of the Association or of a Lot or Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration of Covenants and Restrictions or these By-Laws shall not constitute a waiver of the right of the Association or Lot or Unit Owner to enforce such right, provision, covenant or condition of the future.

**Section 5. Election of Remedies.** All rights, remedies and privileges granted to the Association or Lot or Unit Owners, pursuant to any terms, provisions, covenants or conditions of the Declaration of Covenants and Restrictions documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Declaration of Covenants and Restrictions or these By-Laws, or at law or in equity.

**ARTICLE VIII. ACQUISITION OF UNITS OR LOTS**

**Section 1. Acquisition on Foreclosure.** At any foreclosure sale of a Lot or Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire, in the name of the Association, or its designee, a Lot or Unit being foreclosed. The term "foreclosure," as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Lot or Unit at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Lot and Unit Owners at the fore-

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closure sale of a Lot or Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration of Covenants and Restrictions, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

**ARTICLE IX. AMENDMENTS TO THE BY-LAWS**

The By-Laws may be altered, amended or added to at any duly called meeting of the membership, provided:

1. The Developer, as long as the Developer is in control of the Board of Directors of this Master Association, shall have the right to amend these By-Laws without the consent of the members of this Master Association or any other persons or entities.

2. (a) After control of the Board of Directors is turned over to members other than the Developer, i.e. the Board of Directors is elected by members other than the Developer, notice of the meeting shall contain a statement of the proposed amendment; and

(b) The amendment shall be approved by the affirmative vote of the voting members casting not less than sixty (60%) percent of the total votes of the members of the Association; and

(c) Said amendment shall be recorded and certified, as required by the Declaration of Covenants and Restrictions. Notwithstanding anything above to the contrary, these By-Laws may not be amended without a prior written resolution requesting the said Amendment from the Board of Directors; and

(d) Notwithstanding the foregoing, all the terms and provisions of this Article IX shall be subject to Section 2 of Article IV of the Declaration of Covenants and Restrictions, which shall be deemed paramount to the provisions of this Article of the By-Laws. No amendment of these By-Laws shall change the rights and privileges of the Developer without the Developer's written approval.

**ARTICLE X. NOTICES**

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Covenants and Restrictions.

**ARTICLE XI. INDEMNIFICATION**

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees and costs and reasonable counsel fees on appeal, to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

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ARTICLE XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership of a Lot or Unit and membership in the Association, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair areas as provided in the Declaration of Covenants and Restrictions, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XIV. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration of Covenants and Restrictions, or these By-Laws.

ARTICLE XV. PARAMOUNT RIGHTS OF DEVELOPER

All of the applicable terms and provisions of all of the Articles and the Sections thereunder of these By-Laws shall be subject to the provisions of the Declaration of Covenants and Restrictions as to the rights and powers of the Developer, which rights and powers shall be deemed paramount to the applicable provisions of the Articles and Sections thereunder of these By-Laws.

ARTICLE XVI. LIENS

Section 1. Protection of Property. All liens against a Lot, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Lot shall be paid before becoming delinquent, as provided in the Declaration of Covenants and Restrictions and By-Laws or by law, whichever is sooner.

Section 2. Notice of Lien. A Lot Owner or Unit Owner shall give notice to the Association of every lien upon his Lot or Unit, as the case may be, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Lot Owners or Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Lot or Unit, as the case may be; such notice to be given within five (5) days after the Lot Owner or Unit Owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

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Section 5. First Mortgage Register. The Association may maintain a register of all first mortgages, and at the request of a first mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Lot Owner or Unit Owner to said first mortgagee. If a register is maintained, the Board of Directors of the Association may make such charge as it deems appropriate against the applicable Lot or Unit for supplying the information provided herein.

**ARTICLE XVII. RULES AND REGULATIONS**

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations as set forth in the Declaration of Covenants and Restrictions. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall be furnished each Lot Owner or Unit Owner.

Section 2. As to Lots or Units. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Lots or Units, provided, however, that copies of such Rules and Regulations, prior to the time same become effective, shall be furnished to each Lot Owner or Unit Owner.

Section 3. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration of Covenants and Restrictions, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws as between these By-Laws and the Declaration of Covenants and Restrictions, the provisions of said Declaration shall prevail.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this 14<sup>th</sup> day of May, 1970.

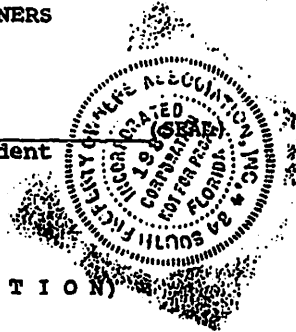
84 SOUTH PROPERTY OWNERS  
ASSOCIATION, INC.

By: Oscar Wind  
Oscar Wind, President

Attest: Michael Wind (SEAL)  
Michael Wind, Secretary

(ASSOCIATION)

JDK58B:kvg



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o INDICATES MARKERS

SCALE: 1" =

LEGAL DESCRIPTION  
PARCEL "H"  
NEW RIVER ESTATES SECTION THREE

A portion of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section 9, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the public records of Dade County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Section 9; thence South 0° 07' 42" East, along the West line of said Section 9, a distance of 959.79 feet; thence North 89° 52' 18" East, a distance of 170 feet to a point of curve; thence Southeasterly, along a curve to the right, having a radius of 634.59 feet and a central angle of 11° 33' 25", an arc distance of 128.00 feet to the Point of Beginning; thence continuing Southeasterly, along a curve to the right, having a radius of 634.59 feet and a central angle of 40° 26' 35", an arc distance of 447.93 feet to a point of tangency; thence South 38° 07' 42" East, a distance of 168.00 feet to a point of curve; thence Southeasterly, along a curve to the left, having a radius of 507.80 feet and a central angle of 72° 00' 00", an arc distance of 638.12 feet to a point of tangency; thence North 69° 52' 18" East, a distance of 345.00 feet to a point of curve; thence Northeasterly, along a curve to the left, having a radius of 373.65 feet and a central angle of 90° 52' 23", an arc distance of 592.62 feet to a point of tangency; thence North 21° 00' 05" West, a distance of 343.48 feet to a point of curve; thence Northwesterly, along a curve to the right, having a radius of 420.00 feet and a central angle of 31° 22' 35", an arc distance of 230.00 feet to a point; thence North 65° 00' 59" West, a distance of 267.26 feet; thence North 79° 51' 00" West, a distance of 397.22 feet; thence North 86° 52' 28" West, a distance of 325.74 feet to a point of curve; thence Southwesterly, along a curve to the left, having a radius of 600 feet and a central angle of 47° 02' 20", an arc distance of 492.59 feet to a point of tangency; thence South 46° 05' 12" West, a distance of 111.14 feet to a point of curve; thence Southwesterly along a curve to the left, having a radius of 300.00 feet and a central angle of 46° 12' 54", an arc distance of 241.98 feet to a point of tangency; thence South 0° 07' 42" East, parallel with the said West line of Section 9, a distance of 160.99 feet; thence South 32° 04' 36" East, a distance of 240.26 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida, and containing 41.0450 acres more or less.

Certified correct. Dated at Fort Lauderdale, Florida, this 27th day of February, 1980.

McLAUGHLIN ENGINEERING CO.

Registered Land Surveyor No. 3356  
State of Florida

EXHIBIT D TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR 34 SOUTH (PAGE 1 OF 2)  
Not Valid Unless Sealed with an embossed Surveyors Seal"

REF 8919 PAGE 131

FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. 11-1309

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_

LEGAL DESCRIPTION  
PARCEL "D"  
84 SOUTH

A portion of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 4,  
Township 50 South, Range 40 East, more fully described as  
follows:

Commencing at the Southwest corner of said Section 4; thence  
North 89° 52' 33" East, along the South line of said Section 4,  
a distance of 829.49 feet to the Point of Beginning; thence  
continue North 89° 52' 33" East, along said South line, a distance  
of 318 feet; thence North 2° 30' 58" East, a distance of 1125.00  
feet; thence North 47° 34' 41" East, a distance of 344.15 feet;  
thence North 18° 07' 18" East, a distance of 192 feet to a point  
on a curve; thence Westerly, along a curve to the left, whose  
tangent is perpendicular to the last described course, having a  
radius of 985 feet and a central angle of 35° 42' 24", an arc  
distance of 613.85 feet to a point of reverse curve; thence  
Westerly along a curve to the right, having a radius of 1140 feet,  
and a central angle of 28° 23' 43", an arc distance of 564.97  
feet to a point; thence South 10° 48' 37" West, a distance of  
565.33 feet; thence South 5° 19' 49" East, a distance of 507.09  
feet; thence South 64° 39' 23" East, a distance of 560.46 feet;  
thence South 9° 05' 48" East, a distance of 211.59 feet to the  
Point of Beginning.

Said lands situate, lying and being in Broward County, Florida,  
and containing 29.5263 acres more or less.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

THIS IS NOT AN  
OFFICIAL COPY

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EXHIBIT D  
(PAGE 2 OF 2)

FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_